



**June 13, 2022 - 7:00 PM**

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

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL OF LEGISLATORS**

Legislature was called to order by the Chairman of the Chemung County Legislature at 7:00 p.m. The following members were present when the Clerk called roll:

Pastrick _x_	Manchester ___	Sweet _x_	Brennan ___
Margeson _x_	Hyland _x_	Sonsire _x_	Woodard _x_
Burin _x_	Chalk _x_	Briggs _x_	McCarthy _x_
Drake _x_	Smith _x_	Strange _x_	

**MOTION**

By: Chalk  
Seconded by: Briggs

MOVED, that David Manchester and Joseph Brennan be excused from these proceedings

CARRIED.

**3. READING OF MINUTES OF PRECEDING MEETING UNLESS WAIVED**

**MOTION**

By: Strange  
Seconded by: Pastrick

MOVED, that the reading of the minutes of the May 9, 2022 meeting of the Full Legislature be dispensed with, and that they stand accepted as corrected by the Clerk

CARRIED.

**4. PRESENTATION OF PETITIONS AND COMMUNICATIONS**

## **Correspondence 06-01 through 06-07**

### **MOTION**

By: Smith

Seconded by: Sweet

MOVED, that the communications numbered 06-01 through 06-07 shall be considered incorporated herein by reference as though fully set forth

CARRIED.

## **5. PUBLIC COMMENTS**

**None.**

## **6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS**

### **MOTION**

By: Briggs

Seconded by: Hyland

MOVED, that the committee reports of May 23, 2022 and June 6, 2022 be accepted as presented and corrected

CARRIED.

## **7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES**

### **MOTION**

By: Strange

Seconded by: Woodard

MOVED, that the following Resolutions be considered as one for voting purposes: 22-275 through 22-283, 22-284 through 22-294, 22-295 through 22-299, 22-300 through 22-307, 22-308 through 22-314, 22-315 through 22-316, 22-317 through 22-319

CARRIED.

## **LEGISLATORS' COMMENTS**

Regarding Resolution 22-293, Mr. Strange requested the data and analysis that was used to determine the need for a Federally Qualified Health Center ("FQHC") in Chemung County.

Mrs. Sonsire stated that she is able to fully support the agreement with The Chautauqua Center, Inc. ("TCC") following a very positive and collaborative conversation with Dr. Terry, D.O., M.B.A., Associate

Dean of Academic Affairs, LECOM, Elmira. Her concerns/questions regarding quality of care and malpractice have been answered and she is excited that the Chemung County Legislature will be responsible for bringing a facility that offers Universal Health Care to the county. She urged her fellow Legislators to continue to support and endorse single payer health care.

Mr. Margeson stated that he agrees with Mrs. Sonsire and has seen firsthand the need for quality health care for all.

Mr. Sweet stated that New York State offers many health care programs, however, eligibility to participate in those programs is determined by a person's ability to pay. The FQHC is a federal program with no income limitations. In talking to his constituents he hasn't received any negative feedback regarding the establishment of an FQHC in Chemung County. He fully supports Resolution 22-293.

Mr. Chalk stated that he met with Senator O'Mara last week to get his perspective on the FQHC. Mr. O'Mara fully supports the FQHC model and has provided the Legislature with a letter stating such support. Mr. Chalk fully supports Resolution 22-293.

Mr. Briggs thanked Mrs. Sonsire for her efforts in gathering information regarding the establishment of an FQHC in Chemung County. He noted that the County Executive has publicly stated that he does not support this effort. He was invited to share his concerns with the Legislature but the invitation was declined.

Mr. Sweet noted that on April 11, 2022 the Legislature passed Resolutions authorizing and directing the County Executive to implement the Orange Zone and Agricultural Subsidy Stimulus Programs as approved in the 2022 County Budget. To date, nothing has been done to get these funds to the businesses and farmers who are in need. Mr. Sweet asked for an update on the status of the application process and the disbursement of funds for these programs.

Mrs. Sonsire noted that the Legislature has (many times) requested information and answers from the County Executive regarding the financial status and patient census numbers for the Chemung County Nursing Facility. To date, no information has been provided. She stated that the Legislature cannot just keep waiting and it is time to dig deeper. She suggested that it is time that the Legislature utilize the powers granted them in the Charter.

Mr. Chalk informed the Legislature that On Wednesday, June 15, 2022 there will be a news conference at Eldridge Park at 1:00 in front of the Vietnam Memorial. Chris Moss and Dan Mandell will have joint announcements proclaiming June 27th through July 4th as Veteran's Week in Chemung County and the City of Elmira. All Legislators are invited to attend.

## PREFERRED AGENDA ITEMS

22-275

### **Resolution confirming appointment to the Chemung County Planning Board (Podolec)**

By: Chalk

Seconded by: Briggs

RESOLVED, that pursuant to Article 27, Section 2704 of the Chemung County Charter and Local Law 4 of the Year 1957, the written appointment of the County Executive be and the same is hereby received, accepted and placed on file and Michelle L. S. Podolec is hereby appointed to the Chemung County Planning Board, filling the unexpired term of Ronald Panosian, which term shall expire on December 31, 2022; and, be it further

RESOLVED, that the Chemung County Legislature does hereby confirm the aforementioned appointments by the County Executive to the Chemung County Planning Board.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-276

## **Resolution declaring various County-owned property as surplus**

By: Burin

Seconded by: Briggs

RESOLVED, that pursuant to amended Resolution No. 81-130, the County property shown on Exhibit "A" attached hereto and made a part hereof be and the same is hereby declared surplus and no longer needed for public use and shall therefore be offered for sale; and, be it further

RESOLVED, that the conditions as stated in the aforementioned amended Resolution No. 81-130 and the Chemung County Purchasing Policy adopted by Resolution No. 16-352 relative to the sale of surplus property by the Purchasing Department on behalf of the County, and the application of funds, shall be complied with by the Purchasing Director and a report made to the Buildings and Grounds Committee of the results of the sale and application of the funds.

<b>SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL</b>			
<b>Department Lookup</b>	<b>Asset ID</b>	<b>Asset Description</b>	<b>Model Number</b>
COUNTY CLERK	10490	BROKEN OFFICE CHAIR	UNK
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
DATA PROCESSING	NONE	OLD NETWORK FIREWALL	XG135
DATA PROCESSING	15680	OLD NETWORK SERVER	POWEREDGE R170
DATA PROCESSING	NONE	OLD NETWORK SERVER	C220 M3
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	E231
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	LA2306X
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 8945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 8945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP6945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
EMERGENCY MGT	018418	OLD MULTIFUNCTION COPIER	WORKCENTRE 7120
EMERGENCY MGT	NONE	OLD FAX MACHINE	F162002
HEALTH DEPARTMENT	NONE	OLD TABLET COMPUTER	SURFACE 4
HEALTH DEPARTMENT	NONE	OLD TABLET COMPUTER	SURFACE 4
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SHERIFF	2B3KA43R18H150912	2008 DODGE CHARGER (104)	CHARGER
SHERIFF	1D8HB38N68F155970	2008 DODGE DURANGO (126)	DURANGO
SHERIFF	1C4GP45R85B302866	2005 CHRYSLER VAN (138)	TOWN & COUNTRY
SHERIFF	1J4GR48K16C335237	2006 JEEP CHEROKEE (102)	CHEROKEE
SHERIFF	6G3NS5U37EL948535	2014 CHEVY CAPRICE (122)	CAPRICE
SHERIFF	2G1WD5E34C1151021	2012 CHEVY IMPALA (132)	IMPALA
SHERIFF	1D8HB38P29F708200	2009 DODGE DURANGO (113)	DURANGO
SHERIFF	1GNSK2E07DR189553	2013 CHEVY TAHOE (110)	TAHOE
SHERIFF	6G1MK5U25DL817517	2013 CHEVY CAPRICE (106)	CAPRICE
SHERIFF	2FAHP74V07X156814	2007 FORD CROWN VIC	CROWN VIC
SHERIFF	1FM5K8AR2EGB27726	2014 FORD INTERCEPTOR (144)	INTERCEPTOR
SHERIFF	1J8GR48K47C577052	2007 JEEP CHEROKEE (101)	CHEROKEE
SHERIFF	13170	OLD DIGITAL CAMERA	C770
SHERIFF	13169	OLD DIGITAL CAMERA	C770
SHERIFF	13180	OLD DIGITAL CAMERA	ZR300
SHERIFF	06945	OLD VHS CAMCORDER	UNK
SHERIFF	01255	OLD METAL FILING CABINET	UNK

SHERIFF	ID8H38P59F712483	2009 DODGE DURANGO (009)	DURANGO
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*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-277

**Resolution authorizing agreement with Laboratory Corporation of America on behalf of the Chemung County Department of Social Services**

By: Burin

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Human Services Commissioner has requested authorization to enter into a two-year agreement with the Laboratory Corporation of America ("LabCorp"), for the provision by LabCorp of DNA identification cases and determination in child support cases during the period January 1, 2022 through December 31, 2023 at an annual cost of \$15,000 (66% Federal share, 34% local share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended the Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned agreement with LabCorp during the period January 1, 2022 through December 31, 2023 at an annual cost of \$15,000 (66% Federal share, 34% local share), the terms and conditions of which shall be subject to the approval of the County Attorney; and, be it further

RESOLVED, that the agreement with LabCorp shall be contingent upon receipt by the County of the Federal funding in the amounts identified in the Preamble to this Resolution and in the event that the County does not receive those Federal funds in the amounts set forth in the Preamble to this Resolution, the agreement with LabCorp shall be null and void and of no further force and effect and shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-278

**Resolution ratifying agreement with Edger Enterprises of Elmira, Inc. on behalf of the Chemung County Department of Buildings and Grounds**

By: Burin

Seconded by: Briggs

WHEREAS, the Superintendent of the Chemung County Department of Buildings and Grounds has requested ratification of an agreement with Edger Enterprises of Elmira, Inc. ("Edger") for the provision of emergency demolition and removal of structural areas of the concessions area under the bleachers at the Chemung County Fairgrounds which was damaged by a fire in the amount of \$12,940; and

WHEREAS, the County Executive and the Buildings and Grounds Committee have recommended that the Chemung County Legislature approve the ratification of the agreement with Edger; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby ratify and affirm the execution by the

County Executive of the agreement with Edger for the provision of emergency demolition and removal of structural areas of the concessions area under the bleachers at the Chemung County Fairgrounds which was damaged by a fire in the amount of \$12,940; and, be it further

RESOLVED, that the terms and conditions of the agreement to be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-279

**Resolution authorizing agreement with Weiler Associates on behalf of the Chemung County Legislature (boundary description for redistricting maps)**

By: Burin

Seconded by: Briggs

WHEREAS, the Chemung County Legislative Redistricting and Efficiency of County Government Operations Advisory Committee (the “Committee”) has requested authorization to enter into an agreement with Weiler Associates (“Weiler”) for the provision of boundary descriptions (meets and bounds) for the 2022 Chemung County Legislative Redistricting maps in an amount not to exceed \$2,500 during the period June 14, 2022 through August 1, 2022; and

WHEREAS, the Budget Committee has recommended the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to enter into the aforementioned agreement with Weiler at a cost not to exceed \$2,500 during the period June 14, 2022 through August 1, 2022, the terms and conditions of this agreement to be subject to the review and approval of the Attorney for the Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-280

**Resolution amending Resolution 22-072 (agreement with Incubator Works)**

By: Burin

Seconded by: Briggs

WHEREAS, the Chairman of the Chemung County Legislature has requested authorization to enter into an agreement with Alfred Technology Resources, Inc. d/b/a Incubator Works (“IW”) for the provision by IW of promoting entrepreneurship and business start-up and development and growth by identifying, locating and contacting industrial prospects (the “Services”) during the period June 1, 2022 through May 31, 2023 at a total cost to Chemung County not to exceed \$200,000 (100% Federal share [American Rescue Plan funds]); and

WHEREAS, the City of Elmira has passed a Resolution agreeing to contribute \$200,000 toward the services; and

WHEREAS, the purpose of this agreement is to carry out in a legal and proper manner the provisions of the Federal “American Rescue Plan Act of 2021” (“ARPA”) and the County Law of the State of New York, and to provide for the transfer of ARPA money received by the County of Chemung, in consideration of the said Alfred Technology Resources Inc., (D/B/A Incubator Works) (a New York State Not-for-Profit Corporation “Incubator Works”) fostering and promoting entrepreneurship and

business start-up and development within the County of Chemung; said Incubator Works to offer to the residents of the Chemung County a place to gather, to work together, and to find support, resources and education on how to start a business, and private non-profit organizations to provide services and programs to respond to

WHEREAS, the County has evaluated and is satisfied that IW presents a low to negligible risk of non-compliance based upon its prior experience, personnel, and ability to oversee and carryout the objectives of the agreement, and will operate and manage the award as a “sub recipient” under 2CFR§200.331(a); and

WHEREAS, monies furnished by the County, hereunder will be transferred for the above in conformity with ARPA 602 (c)(3), and making Incubator Works a “sub recipient” of ARPA funds; and

WHEREAS, Chemung County shall monitor compliance in accordance with 2CFR§200.332(d)-(g) and other applicable regulations and the County’s Sub Recipient Monitoring Plan; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby authorize IW as a “sub recipient” of ARPA funding in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the period June 1, 2022, through May 31, 2023; and, be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to enter into an agreement with IW for the Services to the County of Chemung, the terms and conditions of that agreement to be subject to the review and approval of the Attorney for the Legislature, at a total cost not to exceed \$200,000 (100% Federal share [American Rescue Plan funds]) during the period June 1, 2022 through May 31, 2023; and, be it further

RESOLVED, that the agreement with IW is subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble of this Resolution and in the event that the County of Chemung does not receive the Federal monies more particularly described in the Preamble to this Resolution, the agreement with IW shall be of no further force and effect, and shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-281

**Resolution authorizing participation in NYCLASS Cooperative Investment Program on behalf of the Chemung County Treasurer**

By: Burin

Seconded by: Briggs

WHEREAS, the Chemung County Treasurer, in an effort to maximize the interest earnings of available liquid funds, in accordance with the Chemung County Investment Policy and strategic liquidity analysis, has requested authorization for the County of Chemung to participate in the NYCLASS Cooperative Investment Program (“NYCLASS”) which is available to any municipal corporation under New York State statute (including counties) at no financial cost to the County of Chemung; and

WHEREAS, NYCLASS is structured in accordance with NYS General Municipal Law, (“GML”) Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998, and all NYCLASS investment and custodial policies are in accordance with GML, Sections 10 and 11 (as

amended by Chapter 708 of the Laws of 1992); and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County of Chemung shall hereby participate in the NYCLASS Cooperative Investment Program at no financial cost to the County of Chemung; and, be it further

RESOLVED, that the County Executive be and he hereby is authorized and directed to execute such documents as may be necessary for the County of Chemung to participate in NYCLASS, the terms and conditions of those documents to be subject to the review and approval of the County Attorney.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-282

**Resolution authorizing Letter of Engagement with The Actuarial Advantage on behalf of the Chemung County Treasurer (Workers Compensation Actuarial Services)**

By: Burin

Seconded by: Briggs

WHEREAS, the Chemung County Treasurer has requested authorization to enter into Letter of Engagement with The Actuarial Advantage ("AA") for independent Workers Compensation Actuarial Valuation Services for a three-year period beginning January 1, 2022 and ending December 31, 2024 at a cost per year respectively of \$5,100, \$5,200, \$5,300; and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature authorize the Treasurer's request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute a Letter of Engagement with AA, the terms and conditions of the agreement to be subject to the review and approval of the County Attorney, for independent Worker's Compensation Actuarial Valuation Services for a three-year period beginning January 1, 2022 and ending December 31, 2024 at a cost per year respectively of \$5,100, \$5,200, \$5,300; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-283

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

By: Burin

Seconded by: Briggs

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve certain applications for Community Development Projects which are eligible to receive Community Development Funds during 2022; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve certain applications for Community Development Projects and authorizes the Chemung County Treasurer to disburse Community

Development Funds pursuant to The Community Development Fund Disbursement Policy, adopted by Resolution 19-583, as follows:

<u>Municipality/Leg. District</u>	<u>Project</u>	<u>Amount</u>
HHDS Cultural Center and Hist. Soc.	Restore stained glass windows/Zimm House	\$5,000.00
City of Elmira	After-school Program – Neighborhood Transformation Center	\$600.00
City of Elmira	Roof Replacement – Community Arts of Elmira	\$2,000.00

and, be it further

RESOLVED, that each of the recipients of the Community Development Funds authorized by this Resolution shall utilize those monies for the Project as submitted with the approved application.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

## AGREEMENTS

22-284

### **Resolution extending agreement with Genfare on behalf of the Chemung County Transit Board (automated fare collection system software subscription and support services)**

By: Woodard

Seconded by: Sweet

WHEREAS, pursuant to Resolution 17-439 and RFP-439 the Chemung County Legislature authorized an agreement with Genfare on behalf of the Chemung County Transit Board for the provision of the Automated Fare Collection System and software subscription and support services for the Chemung County Transit System (“C-TRAN”) which term expires on July 1, 2022; and

WHEREAS, the Chemung County Commissioner of Planning, on behalf of the Chemung County Transit Board, has requested authorization to extend the agreement with Genfare for software and support services for the Automated Fare Collection System for a period of three years; and

WHEREAS, the County Executive and the Multi-Services Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute and extended agreement with Genfare for the provision of software subscription and support services for the Automated Fare Collection System in the total amount of \$76,408, (year 1: \$24,720, year 2: \$25,462, year 3: \$26,226) (80% Federal share, 10% State share, 10% local share) during the period July 2, 2022 through July 1, 2025; and, be it

RESOLVED, that the terms and conditions of the extended agreement shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-285

### **Resolution authorizing agreement with Comprehensive Interdisciplinary Development Services on behalf of the Chemung County Departments of Social Services and Mental Hygiene**

By: Burin

Seconded by: Sweet

WHEREAS, the Commissioner of Human Services has requested authorization to enter into an agreement with Comprehensive Interdisciplinary Developmental Services, Inc. ("CIDS") for CIDS to provide various services to designated individuals on behalf of the Chemung County Departments of Social Services and Mental Hygiene during 2022 at a cost of \$658,848 (\$278,842 Federal share, \$380,006 State share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned agreement with CIDS, the terms and conditions of that agreement to be subject to the approval of the County Attorney, for the period January 1, 2022 through December 31, 2022 at a cost of \$658,848 (\$278,842 Federal share, \$380,006 State share); and, be it further

RESOLVED, that the agreement authorized by this Resolution shall be contingent upon the receipt by the County of Chemung of the Federal and State funding in the amounts more particularly described in the Preambles to this Resolution and upon the termination of all or a portion of either the Federal or State funding the agreement authorized by this Resolution shall terminate without further action by this Legislature or the County of Chemung; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-286

**Resolution authorizing agreement with Comet Informatics, LLC on behalf of the Chemung County Department of Social Services**

By: Burin

Seconded by: Sweet

WHEREAS, the Commissioner of Human Services has requested authorization to enter into a Professional Services Contract with COMET Informatics, LLC ("COMET") for the provision by COMET of the Chemung County Integrated Information System for Children and Youth ("CIIS") during the period January 1, 2022 through December 31, 2022 at a cost of \$83,700 (\$41,850 Federal share, \$20,925 State share, \$20,925 local share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this agreement, now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into a Professional Services Contract with COMET for the provision of the aforementioned services during the period January 1, 2022 through December 31, 2022 at a total cost of \$83,700 (\$41,850 Federal share, \$20,925 State share, \$20,925 local share), the terms and conditions of that agreement to be subject to the review and approval of the County Attorney, and, be it further

RESOLVED, that upon termination or the County's failing to receive any of the Federal or State funding for any reason this agreement shall become null and void and of no further force and effect without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-287

**Resolution authorizing Memorandum of Understanding with the Southern Tier Assertive Community Treatment Team on behalf of the Chemung County Department of Mental Hygiene**

By: Burin

Seconded by: Sweet

WHEREAS, the Commissioner of Human Services has advised this Legislature that the Southern Tier Assertive Community Treatment Team (“ACT Team”) has qualified for \$33,485 (100% State share) in funding for 2022 from the New York State Office of Mental Health as part of the Southern Tier Transformation Plan for transportation and wrap services (the “Program”) of which the Chemung County Department of Mental Hygiene (“MH”) will retain a ten percent program administration fee of \$3,348 and the ACT Team will receive \$30,137 for the Program; and

WHEREAS, the Commissioner of Human Services has requested approval of a Memorandum of Understanding (the “MOU”) between the ACT Team and MH for the Program; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve the MOU; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute an MOU between the ACT Team and MH for the Program during the period January 1, 2022 through December 31, 2022 with Chemung County retaining a ten percent administration fee of \$3,348 (100% State share) for the administration of the Program on behalf of the ACT Team; and, be it further

RESOLVED, that the terms and conditions of that MOU shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement and the provision of services are contingent upon the receipt of the State monies in the amount set forth in the Preamble to this Resolution and in the event the County of Chemung should not receive those State monies or upon termination of the funding for any reason for any of the programs or services to be contracted for, that those programs or services, including personnel positions funded by the receipt of State monies, shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-288

**Resolution authorizing application for and acceptance of New York State Office of Probation and Correctional Alternatives, Division of Criminal Justice Services, State Aid Block Grant on behalf of the Chemung County Probation Department**

By: Pastrick

Seconded by: Sweet

WHEREAS, funds are available from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives (“NYS”), to the County of Chemung for the provision by the County of probation services, including Enhanced Services for Sex Offenders/Sex Offenders Registration Act (ESSO/SORA) (collectively the “Services”), during the period July 1, 2022 through June 30, 2023; and

WHEREAS, the Probation Director has requested authorization to apply for and to accept funds in the amount of \$302,571 (100% state share) from NYS; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of such grant; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute a grant application and subsequent agreement with NYS for funding in the amount of \$302,571 (100% State share) for the Services to be provided during the period July 1, 2022 through June 30, 2023, the terms and conditions of the grant application and subsequent agreement to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the Services shall be contingent upon receipt by the County of State funding in the amount set forth in the preamble to this Resolution and that in the event the County does not receive that State funding or upon termination of all or any portion of the State funding for any reason for any of the programs or services to be contracted for, that those programs or services, including personnel positions funded by the receipt of State monies, shall also terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-289

**Resolution authorizing acceptance of 2022 Crimes Against Revenue Program Grant funding from the NYS Division of Criminal Justice Services and the NYS Department of Tax and Finance on behalf of the Chemung County District Attorney's Office**

By: Pastrick

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney has requested authorization to apply for and to accept Crimes Against Revenue Program Grant funding from the New York State Division of Criminal Justice Services (“NYSDCJS”) (Contract #C445377) to enhance investigation of financial crimes that deprive the State of revenue the amount of \$64,170 (100% State share) during Fiscal Year 2022 to cover the grant period January 1, 2022 through December 31, 2022; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve such request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYSDCJS in the amount of \$64,170 (100% State share) (Contract # C445377) during Fiscal Year 2022 to cover the grant period January 1, 2022 through December 31, 2022 as part of the overall funding for the Crimes Against Revenue Program Grant funding; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws

applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of the State funding, any and all agreements shall expire and all benefits and services, including personnel, shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-290

**Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2019-2020 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office**

By: Pastrick

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney has requested authorization to apply for and to accept Aid to Prosecution Grant funding from the New York State Division of Criminal Justice Services ("NYSDCJS") to enhance prosecution and investigation through increased efficiencies by maintaining experienced prosecutors in the amount of \$47,911(100% State share) (Contract # C445015) during Fiscal Year 2022 to cover the grant period October 1, 2019 through September 30, 2020; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve such request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYSDCJS in the amount of \$47,911 (100% State share) during Fiscal Year 2022 to cover the grant period October 1, 2019 through September 30, 2020 as part of the overall funding for the Aid To Prosecution Grant funding; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon receipt of said grant, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for the local share; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of the State funding, any and all agreements shall expire and all benefits and services, including personnel, shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-291      **Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2021-2022 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office**

By: Pastrick

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney has requested authorization to apply for and to accept Aid to Prosecution Grant funding from the New York State Division of Criminal Justice Services ("NYSDCJS") to enhance prosecution and investigation through increased efficiencies by maintaining experienced prosecutors in the amount of \$47,911(100% State share) (Contract # T445237) during Fiscal Year 2022 to cover the grant period April 1, 2021 through March 31, 2022; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve such request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYSDCJS in the amount of \$47,911 (100% State share) (Contract #T445237) during Fiscal Year 2022 to cover the grant period April 1, 2021 through March 31, 2022 as part of the overall funding for the Aid To Prosecution Grant funding; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon receipt of said grant, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for the local share; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of the State funding, any and all agreements shall expire and all benefits and services, including personnel, shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-292      **Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2022-2023 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office**

By: Pastrick

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney has requested authorization to apply for and to accept Aid to Prosecution Grant funding from the New York State Division of Criminal Justice Services (“NYSDCJS”) to enhance prosecution and investigation through increased efficiencies by maintaining experienced prosecutors in the amount of \$47,911(100% State share) during Fiscal Year 2022 to cover the grant period April 1, 2022 through March 31, 2023; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve such request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYSDCJS in the amount of \$47,911 (100% State share) during Fiscal Year 2022 to cover the grant period April 1, 2022 through March 31, 2023 as part of the overall funding for the Aid To Prosecution Grant funding; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon receipt of said grant, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for the local share; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of the State funding, any and all agreements shall expire and all benefits and services, including personnel, shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-293

**Resolution authorizing agreement with The Chautauqua Center, Inc. on behalf of the Chemung County Legislature**

By: Burin

Seconded by: Sweet

WHEREAS, the Chairman of the Chemung County Legislature has requested authorization to enter into an agreement with The Chautauqua Center, Inc. (“TCC”) for the establishment by TCC of a Federally Qualified Health Center (“FQHC”) with the award being provided for TCC’s acquisition of location/space, equipment and supplies (the “Services”) whereby TCC would receive a fixed amount sub award from Chemung County not to exceed \$1,000,000 (100% Federal share [American Rescue Plan funds]) distribution of the award being contingent upon TCC receiving all required State approval need to operate a facility in Chemung County as an FQHC and contingent upon TCC committing to operate the FQHC in Chemung County for at least five (5) years or the funding shall be returned; and

WHEREAS, the purpose of this agreement is to carry out in a legal and proper manner the provisions of the Federal “American Rescue Plan Act of 2021” (“ARPA”) and the County Law of the State of New York, and to provide for the transfer of ARPA money received by the County of Chemung,

in consideration of the said The Chautauqua Center (a New York State Not-for-Profit Corporation) using the funding to establish an FQHC to be operated in Chemung County, the award to be used for capital procurement and/or renovation; and

WHEREAS, upon establishment, the FQHC will operate as an independent (non-County) medical facility with no part of operations funded by the County, which fills a void in provision of medical services, particularly to the underserved, impoverished, and Medicaid populations, in part because FQHC's receive higher Medicaid reimbursement than hospitals and primary care providers; and

WHEREAS, the County has evaluated and is satisfied that TCC presents a low to negligible risk of non-compliance based upon its prior experience, personnel, and ability to oversee and carryout the objectives of the agreement, and will operate and manage the award as a "sub recipient" under 2CFR§200.331(a); and

WHEREAS, monies furnished by the County hereunder will be transferred for the above in conformity with ARPA 602 (c)(3), and making TCC a "sub recipient" of ARPA funds; and

WHEREAS, Chemung County shall monitor compliance in accordance with 2CFR§200.332(d)-(g) and other applicable regulations and the County's Sub Recipient Monitoring Plan; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby authorize TCC as a "sub recipient" of ARPA funding an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) for TCC to procure and /or renovate location/space, and procure equipment and supplies to establish operation of an FQHC in Chemung County; and, be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to enter into an agreement with TCC for the Services to the County of Chemung, the terms and conditions of that agreement to be subject to the review and approval of the Attorney for the Legislature, at a total cost not to exceed \$1,000,000 (100% Federal share [American Rescue Plan funds]); and, be it further

RESOLVED, that the agreement to be signed shall be a binding commitment for funding upon execution such that TCC may rely upon it to solicit approval to operate an FQHC in Chemung County and the agreement must contain the contingency that TCC receive all required State and/or Federal approval needed to operate a facility in Chemung County as an FQHC before the funding is released to TCC; and the agreement shall also contain the contingency that TCC commit to operate the FQHC in Chemung County for at least five (5) years or the funding shall be returned to the County at a rate of 20% for each full year less than five (5) years of operation; and, be it further

RESOLVED, that the agreement with TCC is subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble of this Resolution and in the event that the County of Chemung does not receive the Federal monies more particularly described in the Preamble to this Resolution, the agreement with TCC shall be of no further force and effect, and shall terminate without further action by this Legislature; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

By: Burin

Seconded by: Sweet

WHEREAS, the Chemung County Treasurer has requested authorization to enter into an agreement with GST-BOCES for the administration and maintenance of the County's tax bill support and printing service (collectively the "Services") for a one-year term beginning July 1, 2022 and ending June 30, 2023 at a cost to the County of Chemung of \$51,613; and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned agreement with GST-BOCES for the Services for a one-year term beginning July 1, 2022 and ending June 30, 2023 at a cost to the County of Chemung of \$51,613, the terms and conditions of that agreement to be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

#### TREASURER AND REAL PROPERTY

22-295

#### **Resolution authorizing transfers and appropriations by the County Executive**

By: Burin

Seconded by: Pastrick

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer the following designated amounts, and to create the following revenue and appropriation accounts with the following amount, to wit:

##### Transfers:

\$94,500 from 10 1990 1990 50408 - Contingency  
To 10 9522 0 50900.1 - Transfer to Highway

##### Appropriations:

Inc. Rev. Acct. 20 0000 0 42810 - Contributions – General Fund	\$94,500
Inc. App. Acct. 20 5010 0 50446 - Intra Fund Transfer Account	\$94,500
Inc. Rev. Acct. 21 0000 0 42822 - Non Departmental Revenue	\$94,500
Inc. App. Acct. 21 5130 0 50418 - Gasoline, Fuel & Oil	\$94,500
Inc. Rev. Acct. 10 1165 1165 42770 - Unclassified Revenue	\$10,000
Inc. App. Acct. 10 1165 1165 50409 - Miscellaneous	\$10,000
Inc. Rev. Acct. 10 1460 1461 42798 - Shared Services Revenue	\$4,644
Inc. App. Acct. 10 1460 1461 50202 - Equip. over \$999.99	\$4,644

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-296

**Resolution authorizing transfer in the Chemung County Legislature Accounts**

By: Burin

Seconded by: Pastrick

WHEREAS, the Chairman of the Legislature has requested the following transfer in the Chemung County Legislative accounts; and

WHEREAS, the County Legislature is not an administrative unit of County Government and is not included within the intra-fund transfers which require the County Executive's approval; and

WHEREAS, the same has been reviewed by the Budget Committee and they recommend that the Chemung County Legislature approve the intra-fund transfer requested by the Chairman; now, therefore, be it

RESOLVED, that the County Treasurer be and hereby is authorized to transfer funds in the County Legislative Budget in the following amounts, to wit:

\$1,500 from 10 1040 1040 50404 – Travel Employee  
To 10 1040 50202 - Equipment over \$500

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-297

**Resolution authorizing the County Treasurer to transfer funds from Contingency to the Chemung County Stormwater Team**

By: Burin

Seconded by: Pastrick

WHEREAS, the County Executive has requested that \$38,750 be transferred from Contingency to the Chemung County Stormwater Team to restore funding for the Educator's position; and

WHEREAS, Stormwater Education is required by the Federal and State governments for all Municipal Separate Stormwater Sewer System communities; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the Chemung County Treasurer be and hereby is authorized to transfer \$38,750 from account 10 1990 1990 50408 - Contingency to the Chemung County Stormwater Team.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-298

**Resolution amending Capital Program as contained within the 2022 Chemung County Budget (Construction for WWTP Consolidation Project)**

By: Burin

Seconded by: Pastrick

WHEREAS, the Director of Budget and Research has advised this Legislature that the Capital Program of the County of Chemung as contained in the 2022 Chemung County Budget adopted by the

Chemung County Legislature on December 6, 2021, should be revised to include additional funding in the amount of \$211,200,000 for the construction costs for the proposed construction of the Wastewater Treatment Plant Consolidation Project (treatment plant and conveyance) (the “Project”); and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature include the Project costs within the 2022 Capital Program; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve the amendment of the Capital Program of the County of Chemung as contained in the 2022 Chemung County Budget adopted on December 6, 2021 to include the Project at cost of \$211,200,000; and, be it further

RESOLVED, that the acquisition of any equipment or the undertaking of any Project as contained in the 2022 Capital Program, as amended, must comply with all provisions of Section 103 of the General Municipal Law, all provisions of the State Environmental Quality Review Act, the policies of the County as they relate to the purchase of equipment and procurement of services by the County, and the laws, rules and regulations governing the borrowing of monies by the County to pay for capital acquisitions.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-299

**Resolution authorizing allocation of 2021 room tax collections as recommended by the Chemung County Hotel Tax Collection and Disbursement Committee**

By: Burin

Seconded by: Pastrick

WHEREAS, the Chemung County Hotel Tax Collection and Disbursement Committee (the “Committee”) has presented its recommendation for the distribution of the 2021 room tax revenues;

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve the recommendation of the Committee; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby designate and approve the distribution of the 2021 Room Tax Revenue as recommended by the Committee as follows:

<b><u>Organization</u></b>	<b><u>Amount</u></b>
Chemung County Chamber of Commerce	\$230,575
Chemung County Historical Society	\$ 5,000
Eldridge Park Carousel Preservation Society, Inc.	\$ 17,500
Elmira Downtown Development	\$ 5,000
Friends of the Chemung River Watershed	\$ 15,000
Friends of the Elmira Civil War Prison Camp	\$ 20,000
Harris Hill Soaring Corporation	\$ 2,500
National Soaring Museum	\$ 10,000
Tanglewood Comm. Nature Center, Inc.	\$ 15,000
Town of Horseheads	\$ 12,000
Wings of Eagles Discovery Center	<u>\$ 12,000</u>
TOTAL	\$344,575

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

**BONDING**

**ADVERTISING FOR/AWARDING BIDS**

22-300

**Resolution awarding bid to Edger Enterprises of Elmira, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 1 - General Trades Construction)**

By: Sweet

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2405, were received and opened on April 1, 2022 for Airport Rescue & Firefighting Building Rehabilitation (the “Project”); and

WHEREAS, by letter dated April 8, 2022, McFarland Johnson (“MJ”), Project Engineer for the Project has recommended that Contract 1 - General Trades Construction be awarded to Edger Enterprises of Elmira, Inc. as the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendation of MJ and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the General Trades Construction for the Project (Contract 1) i.e., Edger Enterprises of Elmira, Inc. (“Edger”), as more particularly described in the bid submitted by Edger; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Edger is the lowest responsible bidder meeting all bid specifications for the Contract 1 of the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Edger for General Trades Construction as more specifically set forth in the bid submitted by Edger; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Edger shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-301

**Resolution awarding bid to Kimble, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 2 - Plumbing Construction)**

By: Sweet

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2405, were received and opened on April 1, 2022 for Airport Rescue & Firefighting Building Rehabilitation (the “Project”); and

WHEREAS, by letter dated April 8, 2022, McFarland Johnson (“MJ”), Project Engineer for the Project has recommended that Contract 2 – Plumbing Construction be awarded to Kimble, Inc. as the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendation of MJ and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the

Plumbing Construction for the Project (Contract 2) i.e., Kimble, Inc. (“Kimble”), as more particularly described in the bid submitted by Kimble; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Kimble is the lowest responsible bidder meeting all bid specifications for Contract 2 of the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Kimble for Plumbing Construction as more specifically set forth in the bid submitted by Kimble; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Kimble shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-302

**Resolution awarding bid to AFT Mechanical, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 3 - Mechanical [HVAC] Construction)**

By: Sweet

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2405, were received and opened on April 1, 2022 for Airport Rescue & Firefighting Building Rehabilitation (the “Project”); and

WHEREAS, by letter dated April 8, 2022, McFarland Johnson (“MJ”), Project Engineer for the Project has recommended that Contract 3 – Mechanical (HVAC) Construction be awarded to AFT Mechanical, Inc. as the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendation of MJ and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Mechanical (HVAC) Construction for the Project (Contract 3) i.e., AFT Mechanical, Inc. (“AFT”), as more particularly described in the bid submitted by AFT; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that AFT is the lowest responsible bidder meeting all bid specifications for Contract 3 of the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with AFT for Mechanical (HVAC) Construction as more specifically set forth in the bid submitted by AFT; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and AFT shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-303

**Resolution awarding bid to Schuler-Haas Electric Corp. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 4- Electrical Construction)**

By: Sweet

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2405, were received and opened on April 1, 2022 for Airport Rescue & Firefighting Building Rehabilitation (the “Project”); and

WHEREAS, by letter dated April 8, 2022, McFarland Johnson (“MJ”), Project Engineer for the Project has recommended that Contract 4 – Electrical Construction be awarded to Schuler-Haas Electric Corp. as the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendation of MJ and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Electrical Construction for the Project (Contract 4) i.e., Schuler-Haas Electric Corp. (“Schuler”), as more particularly described in the bid submitted by Schuler; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Schuler is the lowest responsible bidder meeting all bid specifications for Contract 4 of the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Schuler for Electrical Construction as more specifically set forth in the bid submitted by Schuler; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Schuler shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-304

**Resolution awarding bid to Bothar Construction and Suit-Kote on behalf of the Chemung County Department of Public Works (RFB-2427 Cold Milling (2022-2023))**

By: Strange

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2427, were received and opened on May 4, 2022 for Cold Milling (2022-2023); and

WHEREAS, the Chemung County Commissioner of Public Works and the Director of Purchasing have recommended the acceptance of the lowest responsible bid meeting all bid specifications for the Cold Milling; and

WHEREAS, the County Executive and the Highway Committee have reviewed the bid specifications, the bids submitted, the recommendations of the Directors and they all recommend the Chemung County

Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Cold Milling i.e., Bothar Construction (“Bothar”), and for Cold Milling (down cut milling only) i.e. Suit-Kote (“SK”) as more particularly described in the bids submitted by Bothar and SK; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Bothar and SK are the lowest responsible bidders meeting all bid specifications for the Cold Milling; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with Bothar and SK, subject to the review and approval of the County Attorney, for cold milling as more specifically set forth in the bids submitted by Bothar and SK; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-305

**Resolution authorizing Purchase Agreement with W. W. Grainger, Inc. and WESCO on behalf of the Chemung County Department of Buildings and Grounds (LED Lighting Upgrade for DPW facility)**

By: Burin

Seconded by: Briggs

WHEREAS, the Superintendent of the Chemung County Buildings and Grounds Department has requested authorization to enter into agreements with W. W. Grainger, Inc. (“Grainger”) and WESCO (respectively NYS Contract PC68171, PC67235, and PC68170 – Environmentally Preferred Lighting) for the provision of LED lighting for a Lighting Upgrade Project (the “Project”) for the Department of Public Works Facility at a total cost of \$20,000; and

WHEREAS, the County Executive and the Buildings and Grounds Committee have recommended that the Chemung County Legislature authorize this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute a purchase agreements with Grainger and WESCO for LED lighting (NYS Contract PC68171, PC67235, and PC68170) for the Project at a total cost not to exceed \$20,000; be it further

RESOLVED, that the terms and conditions or the agreements shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-306

**Resolution awarding bids to Matco Electric Corporation and Kimble, Inc. on behalf of the Chemung County Sewer Districts (RFB-2372 - CCSD WWTP Admin. Building HVAC Improvements)**

By: Woodard

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2372, were received and opened on March 4, 2022 for CCSD Administration Building HVAC Improvements (the “Project”); and

WHEREAS, by letter dated March 11, 2022, Arcadis, the Project Engineer, has recommended the acceptance of the lowest responsible bids meeting all bid specifications for the Project (Matco Electric Corporation – Contract 1A [Electrical] , and Kimble, Inc. Contract 1B [HVAC])

WHEREAS, the County Executive and the Multi-Services Committee have reviewed the bid specifications, the bids submitted, the recommendations of Arcadis and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Project i.e., Matco Electric Corporation (“Matco”) and Kimble, Inc. (“Kimble”), as more particularly described in the bids submitted by Matco and Kimble; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Matco is the lowest responsible bidder meeting all bid specifications for Contract 1A (Electrical) for the Project; and, be it further

RESOLVED, that the Chemung County Legislature does hereby find that Kimble is the lowest responsible bidder meeting all bid specifications for Contract 1B (HVAC) for the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with Matco and Kimble for the Project as more specifically set forth in the bids submitted by Matco and Kimble; and, be it further

RESOLVED, that the terms and conditions of the agreements between the County of Chemung and Matco and the County of Chemung and Kimble shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-307

**Resolution awarding bid to Bothar Construction, LLC on behalf of the Chemung County Sewer Districts (RFB-2403 - WWTP Site Preparation Contract 2)**

By: Woodard

Seconded by: Briggs

WHEREAS, sealed bids, pursuant to RFB-2403, were received and opened on April 29, 2022 for WWTP Site Preparation Contract 2 (Earthworks) (the “Project”); and

WHEREAS, by letter dated May 5, 2022, Arcadis, the Project Engineer, has recommended the acceptance of the lowest responsible bids meeting all bid specifications for the Project (Bothar Construction, LLC); and

WHEREAS, the County Executive and the Multi-Services Committee have reviewed the bid specifications, the bids submitted, the recommendation of Arcadis and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Project i.e., Bothar Construction. LLC (“Bothar”), as more particularly described in the bids submitted by Bothar; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Bothar is the lowest responsible bidder meeting all bid specifications for Site Preparation - Contract 2 (Earthworks) for the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Bothar for the Project as more specifically set forth in the bids submitted by Bothar; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Bothar shall be subject to the review and approval of the County Attorney; and, be it further

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

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

## PERSONNEL

### 22-308 **Resolution confirming the designation of the Chemung County Public Defender**

By: Chalk

Seconded by: Sweet

WHEREAS, the County Executive, Christopher J. Moss, by letter dated April 22, 2022 has filed with the Clerk of the Legislature the appointment, pursuant to Article XXII, Section 2201 of the Chemung County Charter, of Jennifer LaBeau to the position of Public Defender effective June 14, 2022; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby confirm the appointment by the County Executive of Jennifer LaBeau to the position of Chemung County Public Defender effective June 14, 2022 to serve at the pleasure of the County Executive; and, be it further

RESOLVED, that the Chemung County Public Defender shall receive an annual salary of \$106,000.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

### 22-309 **Resolution re-creating Assistant District Attorney position on behalf of the Chemung County District Attorney's Office**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney ("D.A.") has requested the re-creation of a full-time Assistant District Attorney position, Single Rate Grade 8, \$64,110 - \$99,494 annual salary, due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the D.A.'s request; now, therefore, be it

RESOLVED, that one full-time Assistant District Attorney position be and the same hereby is re-created, effective June 14, 2022 for the Chemung County District Attorney's Office; and, be it further

RESOLVED, that the D.A. is hereby authorized and directed to fill one full-time Assistant District Attorney position, Single Rate Grade 8, \$66,110 - \$99,494 annual salary; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-310 **Resolution re-creating Assistant Public Advocate position on behalf of Chemung County Public Advocate**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Public Advocate ("P.A.") has requested the re-creation of a full-time Assistant Public Advocate position, Single Rate Grade 8, \$64,110 - \$99,494 annual salary, due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the P.A.'s request; now, therefore, be it

RESOLVED, that one full-time Assistant Public Advocate position be and the same hereby is re-created, effective June 14, 2022 for the Chemung County Public Advocate's Office; and, be it further

RESOLVED, that the P.A. is hereby authorized and directed to fill one full-time Assistant Public Advocate position, Single Rate Grade 8, \$66,110 - \$99,494 annual salary; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-311 **Resolution re-creating Public Works Specialist I/II position on behalf of the Chemung County Department of Public Works**

By: Chalk

Seconded by: Sweet

WHEREAS, the Commissioner of the Chemung County Department of Public Works has requested the re-creation of a full-time Public Works Specialist I/II position, CSEA Grade 6 and 7, \$18.00 - \$22.48 per hour, due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the Commissioner's request; now, therefore, be it

RESOLVED, that one full-time Public Works Specialist I/II position be and the same hereby is re-created, effective June 14, 2022 for the Chemung County Department of Public Works; and, be it further

RESOLVED, that the Commissioner is hereby authorized and directed to fill one full-time Public Works Specialist I/II position, CSEA Grade 6 and 7, \$18.00 - \$22.48 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-312     **Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Jail**

By: Chalk

Seconded by: Sweet

WHEREAS, Resolution No. 91-425 determined that there shall be no additional hiring of personnel by the County of Chemung in accordance with existing Staffing Plans without the prior consent by resolution of the Chemung County Legislature; and

WHEREAS, the Chemung County Sheriff has requested that this Legislature re-create one full-time Corrections Officer position due to the retirement of an employee; and

WHEREAS, the aforementioned position is contained within the Staffing Plan for the Chemung County Jail; and

WHEREAS, the County Executive and the Personnel Committee have recommended the Chemung County Legislature approve the request of the Sheriff; now, therefore, be it

RESOLVED, that the following position be and the same is hereby re-created effective June 14, 2022:

CHEMUNG COUNTY DEPARTMENT OF SOCIAL SERVICES

<u>POSITION</u>	<u>SALARY/WAGE</u>	<u>REIMBURSEMENT</u>
(1) full-time Correction Officer	\$21.61-\$32.36 per hour	0%

and, be it further

RESOLVED, that the Sheriff be and he hereby is authorized and directed to fill the aforementioned position at the title and within the wage rate indicated; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements and said wages are to be paid as to any other County employee.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-313     **Resolution amending the Staffing Plan for the for the Chemung County Nursing Facility (Activities Aides - 3 full-time & 2 part-time)**

By: Chalk

Seconded by: Sweet

WHEREAS, the Administrator for the Chemung County Nursing Facility has requested the creation of three full-time Activities Aides and two part-time Activities Aides position to be in compliance with new legislation that requires an increase in the time spent on activities per resident; and

WHEREAS, the County Executive and the Personnel Committee have recommended the Legislature approve the aforementioned request; now, therefore, be it

RESOLVED, that three full-time Activities Aides positions and two part-time Activities Aides positions be and the same are hereby created effective June 14, 2022; and, be it further

RESOLVED, that the Administrator be and she hereby is authorized and directed to fill the following positions:

CHEMUNG COUNTY DEPARTMENT OF SOCIAL SERVICES		
<u>POSITION</u>	<u>SALARY/WAGE</u>	<u>REIMBURSEMENT</u>
(3) Full-time Activities Aides	CSEA Grade 2A/\$13.79-\$17.93/hour	90%
(2) Part-time Activities Aides	CSEA Grade 2A/\$13.79-\$17.93/hour	90%

and, be it further

RESOLVED, that the aforementioned positions are to be filled subject to Civil Service requirements and said wage is to be paid as to any other County employee; and, be it further

RESOLVED, that in the event the County does not receive the full amount of either the Federal or State reimbursement referred to in the Preamble to this Resolution the position authorized by this Resolution shall automatically terminate without further action by this Legislature.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-314

**Resolution amending the Staffing Plan for the Chemung County Health Department (Public Health Coordinator positions - Public Health Planning & Public Health Nursing)**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Director of Public Health has requested the creation of two Public Health Coordinator positions to better meet the needs of the Department; and

WHEREAS, the Public Health Coordinator position was classified and approved by the Regional Civil Service Commission on April 5, 2022

WHEREAS, the County Executive and the Personnel Committee have recommended the Legislature approve the aforementioned request; now, therefore, be it

RESOLVED, that two full-time Public Health Coordinator positions be and the same are hereby created effective June 14, 2022; and, be it further

RESOLVED, that the Director be and he hereby is authorized and directed to fill the following positions:

CHEMUNG COUNTY DEPARTMENT OF SOCIAL SERVICES		
<u>POSITION</u>	<u>SALARY/WAGE</u>	<u>REIMBURSEMENT</u>
(2) Full-time Public Health Coordinators	SR Grade 7/\$60,064 salary	85%

and, be it further

RESOLVED, that the aforementioned positions are to be filled subject to Civil Service requirements and said wage is to be paid as to any other County employee; and, be it further

RESOLVED, that in the event the County does not receive the full amount of either the Federal or State reimbursement referred to in the Preamble to this Resolution the position authorized by this Resolution shall automatically terminate without further action by this Legislature.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

## PUBLIC HEARING

22-315

### **Resolution calling for a public hearing relative to the 2021 Open Enrollment for inclusion of real property in existing Chemung County Agricultural District**

By: Woodard

Seconded by: Strange

WHEREAS, pursuant to Section 303-b of the Agricultural and Markets Law a thirty-day comment period was held to determine if any landowner desired to submit prior to the established review period of that district a request for inclusion of land which is predominantly viable agricultural land within a certified agricultural district; and

WHEREAS, those requests to the County of Chemung were referred to the Chemung County Agricultural and Farmland Protection Board for its review and recommendation pursuant to Agricultural and Markets Law Section 303-b subdivision 2(a); and

WHEREAS, the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board have heretofore submitted reports recommending certain land be included in the Chemung County Agricultural District, that land having been determined to be predominantly viable agricultural land and the inclusion of such land will serve the public interest by assisting in maintaining a viable agricultural industry within the District; now, therefore, be it

RESOLVED, that a public hearing be held pursuant to Section 303-b, subdivision 3 of the Agriculture and Markets Law, and that at the public hearing the Legislature shall receive any public comment pertaining to any requests for inclusion of land within a certified agricultural district as well as the reports of the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board recommending the inclusion of certain land in a certified agricultural district; and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to publish and post as required by law the following notice of public hearing to wit:

#### **CHEMUNG COUNTY LEGISLATURE NOTICE OF HEARING ON ANNUAL REVIEW PERIOD FOR INCLUSION OF REAL PROPERTY IN EXISTING CHEMUNG COUNTY AGRICULTURAL DISTRICTS**

NOTICE is hereby given that a public hearing will be held pursuant to Section 303-b of the Agriculture and Markets Law by the County Legislature of the County of Chemung, State of New York, in the Chambers of the Chemung County Legislature located at 203 Lake Street, Elmira, New York, on the 5th day of July, 2022 at 6:50 p.m. to consider the requests and recommendations of the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board relative to the proposed modification of the Chemung County Agricultural District to include the following real

properties: Town of Baldwin tax parcels 82.00-1-44.0, 82.00-1-45-1, 82.00-1-44-2

A description and map of the proposed modifications to the Chemung County Agricultural District and the recommendation of the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board may be examined in the Office of the Clerk of the Chemung County Legislature, 203 Lake Street, Elmira, New York during normal business hours, 8:30 a.m. to 4:30 p.m. prevailing time, Monday through Friday. All parties in interest and citizens will be heard by the Chemung County Legislature at the public hearing.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized and directed to print a notice of such hearing in the official newspaper having a general circulation of the area within the County, shall give written notice to the municipalities whose territory encompass the lands which are proposed to be included in an agricultural district, and shall give written notice to the Commissioner of Agriculture and Markets as required by law.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

22-316

**Resolution calling for a public hearing relative to a lease agreement with Corning Incorporated on behalf of the Elmira Corning Regional Airport**

By: Sweet

Seconded by: Strange

RESOLVED, that a public hearing will be held relative to a proposed four-year lease agreement with Corning Incorporated on behalf of the Elmira Corning Regional Airport during the period December 1, 2022 through November 30, 2026. The terms of the lease to be paid to the County of Chemung are as follows:

Field use charges - \$1,757.55 per month per aircraft (rate adjusted annually by the Consumer Price Index)  
Rental of 7,000 square foot parcel - \$3,919.98 annually (rate adjusted annually by the Consumer Price Index)

Fuel Flowage Fee for all fuel that is pumped into all aircraft based, owned, or leased

which public hearing will be held on the 5<sup>th</sup> day of July 2022 at 6:55 p.m. in the Chambers of the Chemung County Legislature, 5<sup>th</sup> floor, Hazlett Building, 203 Lake Street, Elmira, New York; and, be it further

RESOLVED, that the Notice of Public Hearing shall be published in the official newspapers of Chemung County as provided by law.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Burin (Vice-Chairman) (13); Excused: Brennan, Manchester (2); Opposed: None (0)*

**MISCELLANEOUS**

22-317

**Resolution approving an application to the State Comptroller's Office in connection with proposed expenditures for the Chemung County Elmira Sewer District**

By: Woodard

Seconded by: Strange

WHEREAS, after all proceedings were duly had and taken the County Legislature of the County of

Chemung has duly approved the increase and improvement of the Elmira Sewer District and the improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater, subject to State Comptroller's approval as to the expenditures therefore; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Chemung, New York, as follows:

Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been prepared at the direction of the County Legislature and the County Legislature believes the contents of such application to be accurate.

Section 2. The County Legislature has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

EXHIBIT "a"  
AN APPLICATION OF THE COUNTY OF CHEMUNG  
FOR consent by THE STATE COMPTROLLER  
TO expenditures for the CHEMUNG county ELMIRA sewer district  
PURSUANT TO SECTION 268  
OF THE county LAW

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**TO**

**THE COMPTROLLER OF THE STATE OF NEW YORK**

State Department of Audit and Control  
110 State Street  
14th Floor  
Albany, New York 12236  
Sir:

The petition of the County Legislature of the County of Chemung, State of New York for consent to expenditures for the County's Elmira Sewer District, pursuant to Section 268 of the County Law, respectfully shows:

(a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:

- Map, Plan and Estimate of Cost (Wastewater Treatment Plan Consolidation Preliminary Design Engineering Report - Attachment #1).
- Notice of Hearing (Attachment #2).
- Public Interest/Determinations Resolution Approving the Application (Attachment #3).

(b) The proposed expenditures relate to improvements to decommissioning of the Lake Street Wastewater Treatment Plant (WWTP), pumping and screening improvements at the Lake Street WWTP, conveyance of flows from Sewer District No. 1 to the Milton Street WWTP, and upgrades at the Milton

Street WWTP to accommodate the consolidated flows and comply with SPDES permit effluent requirements, all in connection with a master consolidation plan for treatment of wastewater. (see Attachment #1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report). All work has been designed by a currently licensed New York State Professional Engineer.

(c) The maximum cost of the proposed improvements is \$235,000,000 of which \$133,207,688 is the District's share, all as further broken out in the map, plan and estimate of cost.

(d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.

(e) The proposed method of financing the cost of the improvements shall be through a combination of grants and low-interest loans. The Clean Water State Revolving Loan Fund (CWSRF), administered by the New York State Environmental Facilities Corporation (EFC), provides 20-30 year term low-interest or interest-free loans for wastewater infrastructure financing. Interest-free (hardship) financing is awarded based on project score and Median Household Income (MHI). Projects are scored based on factors such as consolidation of infrastructure, regulatory compliance, environmental health, aesthetics, service of environmental justice areas, and financial need. Based on the nature and scope of the proposed project, it is likely that the County will qualify for up to \$20 million of interest-free hardship financing from EFC. In addition, the County has been awarded a Water Quality Improvement Program (WQIP) grant of \$10 million and a Water Infrastructure Improvement Act (WIIA) grant of \$25 million. It is estimated that the project balance in excess of grant funding and hardship financing will be financed with a low-interest loan from the EFC. For the purpose of this funding scenario, an annual interest rate of 2 percent and a loan term of 30 years was assumed for any borrowing beyond grant and hardship awards. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed. Three funding scenarios are presented in the attached Project Debt Summary Table prepared as part of the detailed design of the Project. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed.

This proposed financing is deemed reasonable under current market conditions.

(f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. Improvements to the facilities are anticipated to increase overall operations and maintenance costs for the County by approximately \$965,000 in an average year. This calculation includes both the reduction in overall operations and maintenance costs due to consolidation as well as the added operational costs for new processes needed to meet regulatory requirements for the facilities. Cost increases are driven by increased chemical usage and an additional disinfection treatment train at the Regional WWTP.

(g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District, and based on Equivalent Dwelling Units (EDUs) as defined in Section 1.6 of Attachment 1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report.

(h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$ 1,325,302,815.

(i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.

(j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.

(k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$ 4,477,323,623.

(l) The County has completed a debt statement and is attached as Exhibit A.

(m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.

(n) The assessed valuation of a "typical property" in the District is \$ 52,708.

(o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

Current 2021 Single Family

2022 (proposed improvements only ) single family

Debt Service: \$52.83

\$276

O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$207.83	<u>\$458</u>
	<u>Current 2021 Two Family</u>	<u>2022 (proposed improvements only ) two family</u>

Debt Service:	\$	\$
O&M:	\$	
<b>Total</b>		

(p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

	<u>Current 2021</u>	<u>2022 (proposed improvements only )</u>
Debt Service:	\$52.83	\$295
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$207.83	\$477

(q) The area which will bear the cost of the *proposed* District improvements contains ["state lands", however, they are all wholly exempt from County sewer district capital costs].

(r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural district.

(s) The population of the District is 35,700. The number of one family homes in the District is approximately 6,947. The number of two family homes in the District is approximately 3,460. [The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District].

(t) It is not contemplated at this time that sewer service will be sold to users outside the District.

(u) [Any consent order (Exhibit D)].

(v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.

(w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES: 13

NAYS: 0

EXCUSED: 2

The resolution was thereupon declared duly adopted.

22-318

**Resolution approving an application to the State Comptroller's Office in connection with proposed expenditures for the Chemung County Sewer District No. 1**

By: Woodard

Seconded by: Strange

WHEREAS, after all proceedings were duly had and taken the County Legislature of the County of Chemung has duly approved the increase and improvement of the Sewer District No. 1 and the improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater, subject to State Comptroller's approval as to the expenditures therefore; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Chemung, New York, as follows:  
Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been

prepared at the direction of the County Legislature and the County Legislature believes the contents of such application to be accurate.

Section 2. The County Legislature has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

Exhibit "A"  
AN APPLICATION OF THE COUNTY OF CHEMUNG  
FOR consent by THE STATE COMPTROLLER  
TO expenditures for the CHEMUNG county sewer district No. 1  
PURSUANT TO SECTION 268  
OF THE county LAW

---

**TO**

**THE COMPTROLLER OF THE STATE OF NEW YORK**

State Department of Audit and Control  
110 State Street  
14th Floor  
Albany, New York 12236  
Sir:

The petition of the County Legislature of the County of Chemung, State of New York for consent to expenditures for the County's Sewer District #1, pursuant to Section 268 of the County Law, respectfully shows:

- (a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:
- Map, Plan and Estimate of Cost (Wastewater Treatment Plant Consolidation Preliminary Design Engineering Report - Attachment #1).
  - Notice of Hearing (Attachment #2).
  - Public Interest/Determinations Resolution Approving the Application (Attachment #3).

(b) The proposed expenditures relate to improvements to decommissioning of the Lake Street Wastewater Treatment Plant (WWTP), pumping and screening improvements at the Lake Street WWTP, conveyance of flows from Sewer District No. 1 to the Milton Street WWTP, and upgrades at the Milton Street WWTP to accommodate the consolidated flows and comply with SPDES permit effluent requirements, all in connection with a master consolidation plan for treatment of wastewater. (see Attachment #1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report). All work has been designed by a currently licensed New York State Professional Engineer.

(c) The maximum cost of the proposed improvements is \$235,000,000 of which \$101,792,312 is the District's share, all as further broken out in the map, plan and estimate of cost.

(d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.

(e) The proposed method of financing the cost of the improvements shall be through a combination of grants and low-interest loans. The Clean Water State Revolving Loan Fund (CWSRF), administered by the New York State Environmental Facilities Corporation (EFC), provides 20-30 year term low-interest or

interest-free loans for wastewater infrastructure financing. Interest-free (hardship) financing is awarded based on project score and Median Household Income (MHI). Projects are scored based on factors such as consolidation of infrastructure, regulatory compliance, environmental health, aesthetics, service of environmental justice areas, and financial need. Based on the nature and scope of the proposed project, it is likely that the County will qualify for up to \$20 million of interest-free hardship financing from EFC. In addition, the County has been awarded a Water Quality Improvement Program (WQIP) grant of \$10 million and a Water Infrastructure Improvement Act (WIIA) grant of \$25 million. It is estimated that the project balance in excess of grant funding and hardship financing will be financed with a low-interest loan from the EFC. For the purpose of this funding scenario, an annual interest rate of 2 percent and a loan term of 30 years was assumed for any borrowing beyond grant and hardship awards. Three funding scenarios are presented in the attached Project Debt Summary Table prepared as part of the detailed design of the Project. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed.

This proposed financing is deemed reasonable under current market conditions.

(f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. Improvements to the facilities are anticipated to increase overall operations and maintenance costs for the County by approximately \$965,000 in an average year. This calculation includes both the reduction in overall operations and maintenance costs due to consolidation as well as the added operational costs for new processes needed to meet regulatory requirements for the facilities. Cost increases are driven by increased chemical usage and an additional disinfection treatment train at the Regional WWTP.

(g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District, and based on Equivalent Dwelling Units (EDUs) as defined in Section 1.6 of Attachment 1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report.

(h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$ 743,143,780.

(i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.

(j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.

(k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$ 4,477,323,623.

(l) The County has completed a debt statement and is attached as Exhibit A.

(m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.

(n) The assessed valuation of a “typical property” in the District is \$ 123,965.

(o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

<u>Current 2021 Single Family</u>		<u>2022 (proposed improvements only ) single family</u>
Debt Service:	\$50.50	\$276
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$205.50	\$458
<u>Current 2021 Two Family</u>		<u>2022 (proposed improvements only ) two family</u>
Debt Service:	\$	\$
O&M:	\$	
<b>Total</b>		

(p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

<u>Current 2021</u>	<u>2022 (proposed improvements only )</u>	
Debt Service:	\$50.50	\$295
O&M:	\$155	\$182

**Total:** \$205.50

\$477

(q) The area which will bear the cost of the *proposed* District improvements contains [“state lands”, however, they are all wholly exempt from County sewer district capital costs].

(r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural district.

(s) The population of the District is 26,630. The number of one family homes in the District is approximately 5,841. The number of two family homes in the District is approximately 658. [The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District].

(t) It is not contemplated at this time that sewer service will be sold to users outside the District.

(u) [Any consent order (Exhibit D)].

(v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.

(w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES: 13

NAYS: 0

EXCUSED: 2

The resolution was thereupon declared duly adopted.

22-319

## **Resolution adopting ARPA Fund Subrecipient Monitoring Plan**

By: Burin

Seconded by: Smith

WHEREAS, the Budget Committee has reviewed the proposed ARPA Fund Subrecipient Monitoring Plan (the “Plan”) and recommends that the Chemung County Legislature adopt the Plan; now, therefore, be it

RESOLVED, that the Chemung County Legislature hereby adopts the ARPA Fund Subrecipient Monitoring Plan attached hereto as Exhibit “A”.

Exhibit “A”

## **Introduction**

The County of Chemung has developed this fiscal and subrecipient monitoring plan as required pursuant to the requirements of the Coronavirus Aid, Relief and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and the American Rescue Plan (ARP). Chemung County staff, along with the grant program managers and recipients, are responsible for fiscal monitoring of expenditures of federal grants awarded to subrecipients, including local government units, public development corporations, and nonprofit organizations.

## **Overview**

Chemung County serves as a pass-through entity for federal awards and, as such, is required to monitor the activities of subrecipients as needed, ensuring subawards are used for the authorized purposes, in

accordance with federal statutes, regulations, and terms and conditions of the subaward. Monitoring includes an assessment of documentation and data maintained by the subrecipient; information obtained in interviews; and information obtained through observation. Should there be any changes to programs or policies relevant to a particular award, Chemung County may use interviews, email, and hard-copy paper communication to do this.

Subrecipient monitoring activities/methods that Chemung County can use include, but are not limited to, the following: annual risk assessment, single audit review, limited-scope audits, site visits, subrecipient report review, prior approval for certain activities, third-party evaluations, and technical assistance and training.

## **Purpose and Authority**

Chemung County adheres to the following federal regulatory provisions under which fiscal accountability and compliance monitoring are conducted:

- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
- 10. ADJOURNMENT**

### **MOTION**

**By:** Sweet

Seconded by: Pastrick

MOVED, that this meeting of the Chemung County Legislature be adjourned until Monday, July 11, 2022 in the Legislative Chambers, 5<sup>th</sup> floor, Hazlett Building, 203 Lake Street, Elmira, New York

CARRIED.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Correspondence 06-01 through 06-07

**Resolution #:**

**Slip Type:** OTHER

**SEQRA status**

**State Mandated** False

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

06-01 Chemung County Sheriff's Office Annual Report (2021)

06-02 Letter from Karen Tillotson, District Manager, Chemung County Stormwater Management Team Coalition Re: Re-appointment of Directors of the

06-03 Cattaraugus County Resolution Supporting Assembly Bill A.9990 and Senate Bill S.8999 allowing New York State-produced whole and 2% milk back into schools

06-04 Orleans County Resolutions:  
Resolution encouraging the New York State Legislature and Governor to enact S.5331 (STEC)/A.857 (Jones) and S.8189 (Hinchey)/A.9164 (Kelles)

Resolution calling on New York State to sufficiently invest in 9-1-1 funding to ensure proper maintenance with existing systems and prepare for next generation 9-1-1 technologies

Resolution in support of efforts to improve probation and alternatives to incarceration in New York State in order to protect the public and reduce reliance on prisons, jails and detention

Resolution urging the Governor and State Lawmakers to grant design-build construction authority to counties and New York State

Resolution urging the enactment of an increase in the statutory CHIPS bidding threshold

Resolution in support of Assembly Bill A.9990 and Senate Bill S.8999 allowing New York State-produced whole and 2% milk back into schools

Resolution calling on the Governor to complete Affordable Care Act Enhanced Federal Medical Assistance percentage reconciliations that are years overdue and provide a full accounting of funds owed to counties and New York City and a schedule for release of these federal funds

Resolution urging the Governor and the New York State Legislature to fully fund the costs of Fashion Institute of Technology chargebacks for students working toward a Bachelor's and Master's Degrees

06-05 Orleans County Resolutions:  
Resolution in support of raising the Childcare Subsidy Rate and increasing the total allotment to social services districts in order to improve the equitable access to childcare across New York State

Resolution urging the Governor and New York State Legislature to restore critical state funding support for Child Welfare Services, Safety Net Programs and to fully fund the recent Foster Care Rate Settlement with state resources

Resolution urging the Governor and State Legislature to focus on Rent Allowance and Standard of Need, including the restoration of 50/50 cost sharing for Safety Net Programs and clarifying its Homelessness Prevention Goals by making permanent housing the central focus

06-06 NYS Southern Tier Clean Energy Newsletter

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution confirming appointment to the Chemung County Planning Board (Podolec)

**Resolution #:** 22-275  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

Appointment of Michelle L. S. Podolec to the Chemung County Planning Board pursuant to Article XIV, Section 1403 of the Chemung County Charter, Local Law 4 of the year 1957.

Ms. Podolec will be filling the unexpired term of Ronald Panosian (said term will expire on December 31, 2022)

Ms. Podolec is a trained landscape architect with bachelors and masters degrees in this field and has a solid understanding of subdivision and land development through job experience. She would utilize her experience in her role as a Planning Board member to support growth and development in Chemung County.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">MichellePodolecResumeForCCPBMemeberAppl.pdf</a>	<a href="#">Resume</a>	<a href="#">Cover Memo</a>	4/22/2022
<a href="#">hemung County Planning Board Interest Form Podolec.pdf</a>	<a href="#">Planning Board - Interest Form</a>	<a href="#">Cover Memo</a>	4/22/2022

# MICHELLE PODOLEC, PMP

## EDUCATION

### Cornell University, Department of Landscape Architecture

Master in Landscape Architecture, 2013

### Pennsylvania State University, Department of Landscape Architecture

Bachelor of Arts, Landscape Architecture, Anthropology Minor, 2000

## CERTIFICATIONS

### Project Management Professional

Project Management Institute, PMP #1803226

### Research Administration Certification

Cornell University, 2016

## PROFESSIONAL EXPERIENCE

### Project Coordinator

Yang-Tan Institute, Cornell University, Ithaca, NY  
2013 to Present

### Project Coordinator

Cornell Small Farms Program  
Ithaca, NY  
2009 to 2012

## SKILLS SUMMARY

### Program Management

- Manage research programs for Cornell University sponsors including USDA, SSA, DOE, DOL, NYS OMH, NYS DOE, and others.
- Follow program governance structure, identify stakeholders and ensured project buy-in through excellence in communications, outreach and engagement.
- Oversee development of communities of practice with stakeholders representing government, education, research and policy-making sectors.
- Conduct program needs assessment and develop training plans based on collected data and analysis. Provide program impact assessments to identify skill gaps and make recommendations for continuous quality improvement.
- Utilize in-person, remote, and self-directed training platforms as required. Develop and manage program materials, website and tools to ensure all elements are up-to-date and meeting program needs.
- Communicate program status, deliver updates to stakeholders through publications, meetings, trainings and presentations. Collaborate with the core management team to drive data-based program improvement efforts.
- Engage in public outreach for programs including press contacts, technical assistance, bi-weekly podcasts and public websites.
- Oversee project teams on topics including; web design and content development, marketing and outreach, curriculum development, training and technical assistance, research, recruitment and engagement, evaluation and assessment, and others.
- Review and revise job descriptions and job listings, review resumes and conduct interviews for entry-level to management positions.
- Advance and distribute policies and procedures. Administer performance reviews and provide performance feedback to supporting team members. Provide professional development training and advisement to trainers on performance rubrics, data collection, tool utilization, student engagement, and other topics.
- Supervise all aspects of program implementation for multiple work groups simultaneously, including delegating assignments to team members and balancing workload.

### Communication

- Organize and facilitate meetings in-person and online. Oversee meeting notes and task lists, project SharePoint site and MS Project Work Breakdown Structure. Ensure timely delivery of all project deliverables. Manage scope.
- Lead workshops and retreats for stakeholders. Provide conflict resolution for project teams and work groups.

## WORK SAMPLES

NYS PROMISE, Your Path to Success!

[paths.nyspromise.org](https://paths.nyspromise.org)

NYS PROMISE public website,

[www.nyspromise.org/podcasts](https://www.nyspromise.org/podcasts)

Northeast Beginning Farmer Project,  
Cornell Small Farms, courses

<http://smallfarms.cornell.edu/online-courses/>

*ADDITIONAL WORK SAMPLES  
AVAILABLE UPON REQUEST*

## COMMUNITY WORK

Horseheads Historical Society,  
President, current

Horseheads School District,  
Horseheads 2030 Committee, 2017

Cornell University, Employee  
Representative (in-training)

- Create evaluation plans, manage program research and analysis for professional development programs. Provide robust analysis of research data. Report findings to core management and funders through regular reports and presentations.
- Act as primary point of contact for all program inquiries. Draft press releases and external communications for projects. Author publications including e-blasts, newsletter, listserv notices, training curricula, academic presentations, academic publications and social media.
- Manage vendors, contracts and sub-contractor budget submissions. Ensure compliance to budget line items for projects. Research, solicit bids, and present a business case for program purchases.
- Act as primary content developer and editor for multiple program websites and social media feeds. Work with web and media leads to update websites and web tools utilizing a bi-weekly sprint schedule.
- Partner with subject matter experts, curriculum designers and trainers to implement seamless professional development programs. Coordinate accessibility requests, and provide alternative languages and accommodations as required.
- Manage communications and facilitate work flow across remote team members located in the United States and abroad. Interface with people from diverse backgrounds and professional and/or socioeconomic statuses.
- Provide support and coordination for off-site management team members during travel and emergency leaves.
- Organize administrative team member's professional development activities including a rigorous accessibility training program.
- Oversee training program security including management of confidential PII and performance data, development of policies and procedures, verification of training completion and distribution of training certificates.

## Leadership

- **Member, NYS Employment First Sub-Committee on Transition.** A special sub-committee designated by the governor and focused on improving the transition to adulthood experience for youth in NYS.
- **Board President, Horseheads Historical Society.** Not-for-profit historical society dedicated to preserving the history of Horseheads, NY. \$25,000+ budget.
- **Employee Representative, Cornell University, Office of the University Ombudsman.** Act as an employee representative to support employees filing employment grievances.
- **Member, Project Management Institute (Rochester Chapter, Ithaca Group).** A global project management organization providing knowledge, networks and resources on project management.



## Chemung County Planning Board Member Application

If you are interested in serving on the Chemung County Planning Board, please complete this application along with a resume to the Chemung County Planning Department at

400 E. Church Street, Elmira, NY 14902.

To learn more about the Chemung County Planning Board, click [here](#).

You may also contact our office at [planning@chemungcountyny.gov](mailto:planning@chemungcountyny.gov).

Planning Board members are public officers and subject to certain requirements, please confirm you meet the following criteria:

- |                                 |   |
|---------------------------------|---|
| 1. At least 18 years of age     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2. A United States citizen      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. A resident of Chemung County | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

Additionally, members of a local government board may not serve as planning board members.

Do you currently serve on a local government board?

Yes ☐ No ☒

Each member's term of office is 4 years.

Please complete the following:

Name: Michelle Podolec		
Street Address: 137 Catalpa Drive		
City: Horseheads	State: NY	Zip: 14845
Home Email: michellepodolec@yahoo.com		
Contact Number: 607-207-0256		
Number of years living at current residence: 10		

On the following page, please explain your interest to serve on the Chemung County Planning Board.

I trained as a landscape architect, and have recieved my bachelors and masters degrees in this field. I have a solid understanding of subdivision and land development from prior employment in this field.

I'm interested in supporting growth and development in my community. Serving on the planning board would be a way to help out and utilize my expertise.

Signature: Michelle L.S. Podolec

Date: 4/2/22



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution declaring various County-owned property as surplus

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**Resolution #:** 22-276  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

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

To approve disposition of excess, obsolete or broken Chemung County assets by means that are most beneficial to the County which could be sale, recycling, transfer, scrap or landfill.

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL Jun 13 2022.pdf</a>	<a href="#">Surplus Asset List</a>	<a href="#">Cover Memo</a>	5/10/2022

## SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL

Department Lookup	Asset ID	Asset Description	Model Number
COUNTY CLERK	10490	BROKEN OFFICE CHAIR	UNK
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
DATA PROCESSING	NONE	OLD NETWORK FIREWALL	XG135
DATA PROCESSING	15680	OLD NETWORK SERVER	POWEREDGE R170
DATA PROCESSING	NONE	OLD NETWORK SERVER	C220 M3
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	E231
DATA PROCESSING	NONE	OLD COMPUTER MONITOR	LA2306X
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 8945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 8945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP6945
DATA PROCESSING	NONE	OLD VOIP PHONE	CP 6945
EMERGENCY MGT	018418	OLD MULTIFUNCTION COPIER	WORKCENTRE 7120
EMERGENCY MGT	NONE	OLD FAX MACHINE	F162002
HEALTH DEPARTMENT	NONE	OLD TABLET COMPUTER	SURFACE 4
HEALTH DEPARTMENT	NONE	OLD TABLET COMPUTER	SURFACE 4
HEALTH DEPARTMENT	NONE	OLD TABLET COMPUTER	SURFACE 4
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SHERIFF	2B3KA43R18H150912	2008 DODGE CHARGER (104)	CHARGER
SHERIFF	1D8HB38N68F155970	2008 DODGE DURANGO (126)	DURANGO
SHERIFF	1C4GP45R85B302866	2005 CHRYSLER VAN (138)	TOWN & COUNTRY
SHERIFF	1J4GR48K16C335237	2006 JEEP CHEROKEE (102)	CHEROKEE
SHERIFF	6G3NS5U37EL948535	2014 CHEVY CAPRICE (122)	CAPRICE
SHERIFF	2G1WD5E34C1151021	2012 CHEVY IMPALA (132)	IMPALA
SHERIFF	1D8HB38P29F708200	2009 DODGE DURANGO (113)	DURANGO
SHERIFF	1GNSK2E07DR189553	2013 CHEVY TAHOE (110)	TAHOE
SHERIFF	6G1MK5U25DL817517	2013 CHEVY CAPRICE (106)	CAPRICE
SHERIFF	2FAHP74V07X156814	2007 FORD CROWN VIC	CROWN VIC
SHERIFF	1FM5K8AR2EGB27726	2014 FORD INTERCEPTOR (144)	INTERCEPTOR
SHERIFF	1J8GR48K47C577052	2007 JEEP CHEROKEE (101)	CHEROKEE
SHERIFF	13170	OLD DIGITAL CAMERA	C770
SHERIFF	13169	OLD DIGITAL CAMERA	C770
SHERIFF	13180	OLD DIGITAL CAMERA	ZR300

**SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL**

Department Lookup	Asset ID	Asset Description	Model Number
SHERIFF	06945	OLD VHS CAMCORDER	UNK
SHERIFF	01255	OLD METAL FILING CABINET	UNK
SHERIFF	1D8H38P59F712483	2009 DODGE DURANGO (009)	DURANGO



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing agreement with Laboratory Corporation of America on behalf of the Chemung County Department of Social Services

---

**Resolution #:** 22-277  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

Requesting a resolution authorizing an agreement with Laboratory Corporation of America on behalf of the Chemung County Dept. of Social Services.

---

ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">LabCorp Memo 2022.doc</a>	<a href="#">LabCorp Memo</a>	<a href="#">Cover Memo</a>	4/18/2022



**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE  
HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.**

P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**FROM:** Christine O'Herron, Deputy Commissioner

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Neil Klinko, Child Support Coordinator

**DATE:** December 27, 2021

**RE:** **2022-2023 LabCorp Agreement**

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to renew the Laboratory Corporation of America (LabCorp) contract.

Laboratory Corporation of America is used for provision of DNA identification cases and determination in child support cases. LabCorp promotes parentage testing using the buccal swab specimen collection procedure. This collection procedure is non-invasive. Typically, four (4) swabs are collected from each individual in a case. Two (2) swabs are used for initial testing and the remaining two (2) swabs to be stored for seven (7) years for possible extended testing or, if submitted, testing with additional alleged fathers.

The Laboratory Corporation of America agreement is requested not to exceed \$15,000 per year for the two-year term of January 1, 2022 to December 31, 2023. If you have any questions, please contact Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution ratifying agreement with Edger Enterprises of Elmira, Inc. on behalf of the Chemung County Department of Buildings and Grounds

---

**Resolution #:** 22-278  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

Resolution to adopt emergency agreement with Edger Enterprises on behalf of the Buildings and Grounds Superintendent. This agreement was needed to remove/demolish some structural areas of the concessions area under the bleachers which was damaged by the fire at the Chemung County Fairgrounds.

This agreement was signed as an emergency to protect the safety of the citizens and to protect county property. Edger Enterprises will remove the concession stand area under the bleachers. The bleachers could be used during this year's fair.

The County Attorney and the Purchasing Director have approved this expense as an emergency. This expense was approved by our insurance carrier and will go towards the claims deductible.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Edger Enterprises - Fairgrounds 05-09-22.pdf</a>	<a href="#">Edger Enterprises - Fairgrounds</a>	<a href="#">Cover Memo</a>	5/12/2022



**EDGER ENTERPRISES, INC**



330 E. 14<sup>th</sup> Street  
Elmira Heights, NY 14903  
Phone: (607) 733-9664  
Fax: (607) 733-3951

May 9, 2022

Mr. Don Bishop  
Chemung County Buildings & Grounds  
217 Madison Avenue  
Elmira, NY 14901

**Regarding: Demo Fair Grounds Concession Stand area under bleachers**

Dear Mr. Bishop:

The following is our scope of work and price quotation for the above referenced projects. Our proposal includes the following:

- Weekly on-the-job site-specific safety meetings
- Monthly Company-Wide Safety Training
- Remove and dispose of all material and equipment and misc. walls remaining inside of old concession stand
- Remove and dispose of sheet metal roofing and siding down to angle or channel framing to remain.
- Remove and dispose of electrical items back to panel and remove plumbing items.
- Broom sweep clean existing floor of debris
- Current Prevailing wage rates will be paid for performing this work.

**Proposal for above work**

**\$12,940.00**

We appreciate the opportunity to provide this pricing for you and thank you for considering our company for the project. If you have any questions or require additional information, please contact me.

Sincerely,  
**EDGER ENTERPRISES OF ELMIRA, INC.**

Jeremiah Snow  
VP of Operations

**Our Price Excludes the Following:**

Any Work Not Specifically called out or specified  
Building/demo permit  
Performance and Payment Bonding, Fees  
Hazardous and/or Biological Material Testing, Treatment and/or Disposal  
Engineering of any kind  
Steel, concrete and masonry testing  
MEP work of any kind, except single floor drain work as described  
We require electrical and gas services disconnected prior to work starting.

Progress payments are due 30 days from date of invoice. Final payment, including all retainage and extras, shall be paid within 60 days after our portion of the work is complete. 5% Retainage Maximum.

This proposal shall become part of the Contract, surviving intact, and will supersede every other contract document; if not, a price adjustment may apply. In the event that a Contract Agreement has not been executed upon the start of our work, the Owner's / Contractor's representative's signature on our work record will represent agreement to the terms and conditions of this proposal.

This Proposal May Be Withdrawn by us if not Accepted Within 10 Days.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with Weiler Associates on behalf of the Chemung County Legislature (boundary description for redistricting maps)

**Resolution #:** 22-279  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

### ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution amending Resolution 22-072 (agreement with Incubator Works)

---

**Resolution #:** 22-280  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

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

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### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Draft Resolution - Amending IW Resolution.pdf</a>	<a href="#">Draft Resolution</a>	<a href="#">Cover Memo</a>	6/6/2022

RESOLUTION NO. 22-

RESOLUTION AMENDING RESOLUTION 22-072

By:

Seconded by:

WHEREAS, the Chairman of the Chemung County Legislature has requested authorization to enter into an agreement with Alfred Technology Resources, Inc. d/b/a Incubator Works (“IW”) for the provision by IW of promoting entrepreneurship and business start-up and development and growth by identifying, locating and contacting industrial prospects (the “Services”) during the period June 1, 2022 through May 31, 2023 at a total cost to Chemung County not to exceed \$200,000 (100% Federal share [American Rescue Plan funds]); and

WHEREAS, the City of Elmira has passed a Resolution agreeing to contribute \$200,000 toward the services; and

WHEREAS, the purpose of this agreement is to carry out in a legal and proper manner the provisions of the Federal “American Rescue Plan Act of 2021” (“ARPA”) and the County Law of the State of New York, and to provide for the transfer of ARPA money received by the County of Chemung, in consideration of the said Alfred Technology Resources Inc., (D/B/A Incubator Works) (a New York State Not-for-Profit Corporation “Incubator Works”) fostering and promoting entrepreneurship and business start-up and development within the County of Chemung: said Incubator Works to offer to the residents of the Chemung County a place to gather, to work together, and to find support, resources and education on how to start a business, and private non-profit organizations to provide services and programs to respond to the negative economic impacts of Covid-19 in Chemung County; and

WHEREAS, the County has evaluated and is satisfied that IW presents a low to negligible risk of non-compliance based upon its prior experience, personnel, and ability to oversee and carryout the objectives of the agreement, and will operate and manage the award as a “sub recipient” under 2CFR§200.331(a); and

WHEREAS, monies furnished by the County, hereunder will be transferred for the above in conformity with ARPA 602 (c)(3), and making Incubator Works a “sub recipient” of ARPA funds; and

WHEREAS, Chemung County shall monitor compliance in accordance with 2CFR§200.332(d)-(g) and other applicable regulations and the County’s Sub Recipient Monitoring Plan; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby authorize IW as a “sub recipient” of ARPA funding in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the period June 1, 2022, through May 31, 2023; and, be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to enter into an agreement with IW for the Services to the County of Chemung, the terms and conditions of that agreement to be subject to the review and approval of the Attorney for the Legislature, at a total cost not to exceed \$200,000 (100% Federal share [American Rescue Plan funds]) during the period June 1, 2022 through May 31, 2023; and, be it further

RESOLVED, that the agreement with IW is subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble of this Resolution and in the event that the County of Chemung does not receive the Federal monies more particularly described in the Preamble to this Resolution, the agreement with IW shall be of no further force and effect, and shall terminate without further action by this Legislature; and, be it further

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



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing participation in NYCLASS Cooperative Investment Program on behalf of the Chemung County Treasurer

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**Resolution #:** 22-281  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

In accordance with Chemung County Investment Policy (see: Purchase of Investments), County Treasurer is seeking county authorization to participate in NYCLASS Cooperative Investment Program.

Participation in NYCLASS is available to any municipal corporation under New York State statute including counties. NYCLASS is structured in accordance with NYS General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. All NYCLASS investment and custodial policies are in accordance with GML, Sections 10 and 11 (as amended by Chapter 708 of the Laws of 1992).

Currently NYCLASS Prime is offering a daily rate of .74% versus best optional current liquid rate allowable under the County Investment Policy of .45%.

This request is being made by the County Treasurer, therefore, to maximize the interest earnings of available liquid funds in accordance with the County's Investment Policy and strategic liquidity analysis.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">NYCLASS Registration Packet Prime Counties Only.pdf</a>	<a href="#">NYCLASS Registration Packet</a>	<a href="#">Cover Memo</a>	5/12/2022

# NYCLASS<sup>®</sup>

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## Registration Packet

## Welcome to NYCLASS

Thank you for choosing NYCLASS!

We believe you have made a sound financial decision in choosing New York Cooperative Liquid Assets Securities System (NYCLASS). We look forward to being your trusted partner to your organization and its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your NYCLASS account(s). If you have any questions about the registration process or about your NYCLASS account(s), please do not hesitate to contact us. The NYCLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (855) 804-9980 or by email at [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

## Registration Procedures

### To join NYCLASS, please complete the following:

1. Read the Municipal Cooperation Agreement and applicable NYCLASS Information Statement(s) located in the Document Center at [www.newyorkclass.org](http://www.newyorkclass.org).
2. Pass the resolution authorizing participation in NYCLASS (page 3).
3. Complete the Entity Registration (page 4).
4. Complete the Authorized Contacts Form (pages 5/6).
5. Complete the Accounts to be Established Form for NYCLASS (page 7); you may open as many accounts as you wish.
6. Complete the Accounts to be Established Form for NYCLASS Prime (page 8); you may open as many accounts as you wish.
7. Keep the original forms for your records and send the completed packet to the NYCLASS Client Service team by fax (855) 804-9981 or by email [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

### Questions? Please contact us; we would love to hear from you:

NYCLASS Client Service Team

T (855) 804-9980

[clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org)

Through the NYCLASS website, [www.newyorkclass.org](http://www.newyorkclass.org), Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Governing Board meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the NYCLASS program.

## **Municipal Cooperation Resolution**

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the \_\_\_\_\_ wishes to invest portions of its available  
Entity Name  
investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the \_\_\_\_\_ wishes to satisfy the safety and liquidity  
Entity Name  
needs of their funds;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_, \_\_\_\_\_ of  
Key Contact\* Title  
\_\_\_\_\_ is hereby authorized to participate in the NYCLASS program under  
Entity Name  
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

\_\_\_\_\_  
Key Contact Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

### Fund Registration

#### Entity Information

Entity Name (Participant) \_\_\_\_\_

Entity Type:      City/Town/Village      County      School District      Fire District  
                          Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Physical Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

NYCLASS is hereby authorized to honor any telephoned, faxed, or electronic request believed to be authentic for withdrawal of funds from the pool. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the pool of any changes to its account.

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the NYCLASS Administrator.

#### Banking Information

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                      ACH                      Both

#### Additional Banking Information (Optional)

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                      ACH                      Both

### Authorized Contacts

Authorized Signers Can :	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Transfer funds Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

#### Key Contact and Authorized Signer

Print First and Last Name

Title

Signature Required

Phone

Email

Fax

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check only one)

Authorized Signer to Move Funds\*

Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check only one)

Authorized Signer to Move Funds\*

Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

### Authorized Contacts (cont.)

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check only one)

Authorized Signer to Move Funds\*

Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check only one)

Authorized Signer to Move Funds\*

Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check only one)

Authorized Signer to Move Funds\*

Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

Entity Name: \_\_\_\_\_

(To be completed by Participant)

[illegible]

Once your NYCLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@newyorkclass.org](mailto:no-reply@newyorkclass.org). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the NYCLASS Client Service team.

Entity Name: \_\_\_\_\_

(To be completed by Participant)

[illegible]

Once your NYCLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@newyorkclass.org](mailto:no-reply@newyorkclass.org). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the NYCLASS Client Service team.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing Letter of Engagement with The Actuarial Advantage on behalf of the Chemung County Treasurer (Workers Compensation Actuarial Services)

---

**Resolution #:** 22-282  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

The County Treasurer is requesting to enter into a 3 year engagement with the Actuarial Advantage for actuarial valuation services related to the County's workers compensation liability for GASB 10 reporting compliance.

Prior Resolution 20-388

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Chemung Co Engagement Letter 041122.pdf</a>	<a href="#">Chemung Co Engagement Letter 041122</a>	<a href="#">Cover Memo</a>	5/19/2022

April 11, 2022

**Sent Via Email**

Mr. Rejean Archambeault  
County Controller  
Chemung County, NY

**Re: Letter of Engagement – Actuarial Services**

---

Dear Mr. Achambeault:

As you requested, this engagement letter will confirm that Chemung County (the “County”) has engaged The Actuarial Advantage, Inc. to provide actuarial services.

As stated in our proposal, our understanding is that the services requested include the following:

- Estimate the County’s retained unpaid loss and allocated loss adjustment expenses under the County’s self-insured workers compensation insurance program. Estimates will be provided for the County’s fiscal years ending December 31 using data valued as of December 31. We will break out the indicated unpaid losses (the outstanding liability) into the Current Liability (the amount expected to be paid in the next 12 months) and longer-term liability. We will allocate the indicated liability to several County departments upon request.
- Provide an actuarial estimate of recommended funding levels for the County’s self-insured workers’ compensation claims for the coming fiscal year. Funding estimates will be based on our analysis of the County’s loss experience. Estimates will be presented at an expected loss level and, upon request by the County, at higher percent confidence levels.

The calculation of the unpaid losses and loss forecasts will comply with the requirements of GAAP as established by the Governmental Accounting Standards Board. We will use accepted actuarial methodologies and practices to review the County’s liabilities. Our work product each year will be a comprehensive report describing our findings and methodologies, supported by detailed exhibits of our calculations.

Our approach will be to use data provided by the County valued as of December 31 to the extent it is credible, and to supplement that data with industry data and information as we deem necessary. We will follow the approach and the timeline presented in our proposal to the County.

Professional fees to provide these services will be as follows:

December 31, 2022 Review:	\$5,100
December 31, 2023 Review:	\$5,200
December 31, 2024 Review:	\$5,300

Per your request, we are quoting a three-year engagement.

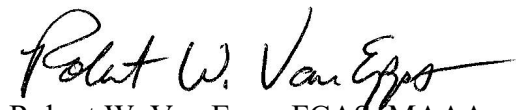
Should the County request an on-site visit to discuss our analysis or to present our findings, we will be happy to do so. Our fees for a visit will be \$500 plus all travel expenses.

Should the County require additional services beyond those outlined above, we would be willing to provide such services at an hourly rate or fixed fee, which will be agreed upon prior to performing the work.

An invoice will be sent after completion and delivery of each draft report. Invoices are payable within 30 days of their receipt.

If the above is agreeable and acceptable, please sign and return one copy of this letter and retain one copy for your files. I thank you for this opportunity to be of service to the County and look forward to working with you on this project.

Sincerely,



Robert W. Van Epps, FCAS, MAAA  
Principal & Consulting Actuary

**CHEMUNG COUNTY**

Agreed and

Accepted: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

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

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



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

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**Resolution #:** 22-283  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

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### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Application - Comm. Dev. Fund - Horseheads Historical Society (2022).pdf</a>	<a href="#">Application</a>	<a href="#">Cover Memo</a>	5/12/2022
<a href="#">Application - Comm. Dev. Fund - City of Elmira 2022 (Neighborhood Transformation Center).pdf</a>	<a href="#">Application</a>	<a href="#">Cover Memo</a>	5/27/2022
<a href="#">Application - Comm. Dev. Fund - City of Elmira 2022 (Community Arts Foundation).pdf</a>	<a href="#">Application</a>	<a href="#">Cover Memo</a>	5/27/2022



Tuesday, May 10, 2022

## Application for Community Development Funds

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

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

### Project Description:

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

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

<b>Full Legal Organizational Name</b>	Horseheads Cultural Center and Historical Society
<b>Address</b>	312 West Broad Street, 601 North Pine Street Horseheads, New York, 14845
<b>Organizational's Qualifications for Grant or Contract</b>	501(c)(3)
<b>Organization's Web-site address</b>	Horseheads Historical Society.com
<b>Organization's contact person and contact information</b>	Barbara Tighe - Skorczewski
<b>Phone Number</b>	(607 ) 259 - 0633
<b>Email</b>	sparklesinhanoversquare@yahoo.com
<b>Legislative District</b>	District 3 (Town and Village of Horseheads): L. Thomas Sweet
<b>If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application</b>	Yes
<b>Total amount of project</b>	5,000
<b>Amount of funding requested</b>	5,000
<b>Is your organization receiving any other source of grant funding? If yes, please indicate the</b>	

**funding source and amount**

The Horseheads Historical Society has not applied for or received any grant monies for the Eugene Zimmerman House at this time.

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

The project is restoration of two stained glass windows in the Zim House, the North Elevation Parlor Window and the Front Entry Doorlight.

Glass will be removed, design documented, dismantled, repaired, cemented, waterproofed, reglazed and reinstalled.

The Horseheads Historical Society strives to promote local history by networking throughout the area with various community organizations and clubs offering meeting space and guided tours. We host local school tours for students to enhance their knowledge of local history. Several events are held at the Zim House and the Depot Museum during the year to enhance visibility and awareness in the community.

Thousands of brochures advertising our locations, hours, tours etc. are distributed in Chemung and adjoining counties annually.

The Zim House and Depot Museum are both on the National Historic Registry.

**Grantee**

Barbara Tighe - Skorczewski

**Date**

Monday, May 9, 2022



# Application for Community Development Funds

MAY 05 2022  
CC Legislature

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

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

## Project Description:

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

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

## Full Legal Organizational Name \*

City of Elmira

## Address \*

317 E. Church Street

Street Address

Street Address Line 2

Elmira

City

NY

State / Province

14901

Postal / Zip Code

**Organizational's Qualifications for Grant or Contract \***

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

**Organization's Web-site address \***

cityofelmira.net

**Organization's contact person and contact information \***

Dan

First Name

Mandell

Last Name

**Phone Number \***

607

Area Code

- 737-5644

Phone Number

**Email \***

djmandell@cityofelmira.net

example@example.com

**Legislative District**

District 10 (City of Elmira): Martin Chalk



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

- ☒ Yes
- ☐ No

**Total amount of project \***

\$5,000.00

**Amount of funding requested \***

\$600.00

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

No

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

This funding will go to assist the Neighborhood Transformation Center located on W. Church Street in the City of Elmira to provide after school programs for children.

Grantee \*

Dan Mandell

(Print Name)

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



(Grantee Signature)

Clear

Date \*

05-04-2022



Received

MAY 05 2022



CC Legislature

## Application for Community Development Funds

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

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

### Project Description:

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

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

### Full Legal Organizational Name \*

City of Elmira

### Address \*

317 E. Church Street

Street Address

Street Address Line 2

Elmira

City

NY

State / Province

14901

Postal / Zip Code

**Organizational's Qualifications for Grant or Contract \***

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

**Organization's Web-site address \***

cityofelmira.net

**Organization's contact person and contact information \***

Dan

First Name

Mandell

Last Name

**Phone Number \***

607

Area Code

- 737-5644

Phone Number

**Email \***

djmandell@cityofelmira.net

example@example.com

**Legislative District**

District 10 (City of Elmira): Martin Chalk



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

- ☒ Yes
- ☐ No

**Total amount of project \***

\$102,000.00

**Amount of funding requested \***

\$2,000.00

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

No

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

This funding will go to assist Community Arts of Elmira to replace their current roof. Community Arts provides a destination for artists and for members of the community.

Grantee \*

Dan Mandell

(Print Name)

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



(Grantee Signature)

Clear

Date \*

05-04-2022





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution extending agreement with Genfare on behalf of the Chemung County Transit Board (automated fare collection system software subscription and support services)

**Resolution #:** 22-284  
**Slip Type:** CONTRACT  
**SEQRA status** Full-time  
**State Mandated** False

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

Chemung County Transit Board recommends that the Legislature authorize the County Executive to execute the first amendment to the Genfare Automated Fare Collection System agreement to renew software subscription and support services for an additional 3 years. The current term expires on July 1, 2022.

Prior Resolution 17-439

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">20220413 Chemung County Genfare Link and Gold SLA 5038335.pdf</a>	<a href="#">20220413 Chemung County Genfare Link and Gold SLA</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">20220421 Chemung SSJ letter for 5038335 KM.pdf</a>	<a href="#">20220421 Chemung SSJ letter for 5038335</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Genfare and Chemung County Contract Oct 3 2017.pdf</a>	<a href="#">Genfare and Chemung County Contract</a>	<a href="#">Cover Memo</a>	5/10/2022

# Sales Quotation

**Sold-To-Party**

Chemung County Transit System  
1201 Clemens Center Pkwy  
Elmira NY 14901

**Ship-To-Party**

Chemung County Transit System  
1201 Clemens Center Pkwy  
Elmira NY 14901

**Information**

**Sales Quote No.** 5038335  
**Document Date** 04/13/2022  
**Customer No.** 3309  
**Currency** USD  
**Contact Name** Karen McKinley  
**Phone** 607-378-1002  
**FAX** LAWRENCE NUS  
**EMAIL** karen.mckinley@firstgroup.com  
**Validity Start Date** 04/13/2022  
**Validity End Date** 07/12/2022  
**Req Ship Date** 04/13/2022


**End User**

Chemung County Transit System  
1201 Clemens Center Pkwy  
Elmira NY 14901

**Genfare Link for E-Fare and Gold level software and support services.**

Item	Material	Quantity	Price	Amount
10	GL-02 Genfare Link + SLA: 7/2/2022 - 7/1/2023	1 EA	24,720.00 USD	24,720.00
11	GL-EFARE Genfare Link e-Fare add-on	1 EA	0.00	
20	GL-02 Genfare Link + SLA: 7/2/2023 - 7/1/2024	1 EA	25,462.00 USD	25,462.00
21	GL-EFARE Genfare Link e-Fare add-on	1 EA	0.00	
30	GL-02 Genfare Link + SLA: 7/2/2024 - 7/1/2025	1 EA	26,226.00 USD	26,226.00
31	GL-EFARE Genfare Link e-Fare add-on	1 EA	0.00	
<b>Gross Value:</b>				76,408.00
<b>Total Tax:</b>				
<b>Final Amount:</b>				

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_ **Date:** 04/13/2022

**Sales Representative:** Edward Brandis  
**Email:** Edward.Brandis@spx.com

**Phone:**

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

# Sales Quotation

## Sold-To-Party

Chemung County Transit System  
 1201 Clemens Center Pkwy  
 Elmira NY 14901

## Ship-To-Party

Chemung County Transit System  
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 1201 Clemens Center Pkwy  
 Elmira NY 14901

**76,408.00**

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Signature:** \_\_\_\_\_ **Date:** 04/13/2022

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## TERMS AND CONDITIONS OF SALE

**1. GENERAL.** Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

**2. SHIPPING & INSURANCE.** Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

**3. TERMS OF PAYMENT.** Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

**4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY.** All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

**5. CHANGES TO SPECIFICATIONS.** Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

**6. ACCEPTANCE, RETURNS AND EXCHANGES.** The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

**Return/Exchange Procedures.** Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

**7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE.** If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

**8. CANCELLATION.** If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

**9. FORCE MAJEURE.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

**10. INSTALLATION.** If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

**11. WARRANTY.** All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

**12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**13. INDEMNIFICATION.** Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

**14. INSURANCE.** Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

## **ATTACHMENT A- WARRANTY**

### **1. DEFINITIONS**

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

#### **i. Equipment:**

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

#### **ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:<TC>**

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

2071104 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

### **2. GENERAL TERMS**

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall 2071104

### **3. RETURN OF EQUIPMENT UNDER WARRANTY**

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
  - i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization (#RMA#) to ship the defective item to Genfare;
  - ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to# Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
  - iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
  - iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

### **4. TECHNICAL ASSISTANCE.**

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847.593.8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

### **5. UPDATES.**

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

**6. DEFAULT AND TERMINATION.** Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

**7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.**

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers, etc. (a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

**8. LIMITATION ON DAMAGES.**

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED #AS IS.# GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

April 21, 2022

Kevin Meindl  
Commissioner of Planning and Director of ECTC  
Chemung County  
Elmira-Chemung Transportation Council  
400 E Church Street  
Elmira, NY 14902

RE: Sole Source Purchase – Extension of Genfare Link Software License and Support Agreement

Dear Mr.Meindl,

In accordance with your request for information relative to the sole source purchase of an extension of the software and support services for the C-Tran Fare Collection System, we provide the following justification.

The fare collection system was purchased on October 3<sup>rd</sup>, 2017 as a result of a competitive procurement; RFP-1962. The contract included the subscription to license Genfare's proprietary Genfare Link software, e-Fare portal, and accompanying software and support services. The County contracted the software subscription and support services for a four-year term which expires on July 1, 2022. The County can purchase a 3-year extension of the software subscription and support services with additional one-year options.

Genfare is the sole manufacturer and developer of the fare collection system products and software provided by the contract and in use today by C-Tran. As such, only Genfare has the capability to license, maintain and support the products and software.

Many of the fare collection system parts and components are custom made for C-Tran, by Genfare, using special production techniques, tooling and setups. The mechanical and electrical components are made to our exact specifications and tested by Genfare to assure optimum performance and the highest level of reliability. For these reasons, it is important that only genuine Genfare parts and components are used in the fare collection system to assure that the system continues to perform at the required level of reliability and accuracy.

Genfare is the sole developer of the Genfare Link software. The Link software processes fare payments including credit card transactions and provides the county with reports for planning, federal NTD reporting, and finance. The software is designed to be highly available, accurate, and secure. For these reasons, it is essential that only qualified and authorized Genfare personnel have access to the software for maintenance, improvements, and support.

Genfare sells and licenses fare collection equipment, point-of-sale systems, and software to Transit Authorities. Genfare is the sole source supplier of this fare collection system equipment, software and related maintenance and support. Please note that these prices represent “Most Favored Customer Prices” and an extension of a competitively procured and negotiated contract.

All prices quoted are FOB Elk Grove Village, Illinois. Software subscriptions and support services are invoiced at the beginning of each term. Genfare payment terms are Net 30 Days.

If you should have any questions, please do not hesitate to contact me.

Regards,



Edward H. Brandis, Jr.  
Business Development Director

COUNTY OF CHEMUNG, NEW YORK NOTICE OF AWARD

Issued to: Company Name Genfare, a division of SPX Corporation

Company Address 800 Arthur Avenue

Company City/State/Zip Elk Grove Village, Illinois 60007

Request for Proposal Number and Title RFP-1962 Automated Fare Collection (AFC) System

Proposal Due Date June 22, 2017

Chemung County Legislature Resolution Number 17-439 Date 8/14/2017

\*\*\*\*\*  
Chemung County has considered your proposal submitted for the above entitled Request For Proposals, 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 PROPOSAL 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 Planning (Transit)

Street Address 400 East Church Street

Post Office Box \_\_\_\_\_ City Elmira State New York Zip Code 14901

Telephone (607) 737-5560 Fax (607) 737-5512

By: Tina Hager Tina Hager/Transit Specialist  
Department Head Signature Typed Name/Title

DATED the 2nd day of October, 2017.

\*\*\*\*\*  
ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: Kim R. Green Kim R. Green, Executive Director  
Authorized Signature Typed Name/Title

For: Genfare, a division of SPX Corporation  
Organization

DATED the 3rd day of October, 2017.

## AGREEMENT FORM

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of October, 2017 by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Genfare, a division of SPX Corporation; 800 Arthur Avenue; Elk Grove Village, Illinois 60007

---

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:

Furnish and install a turn-key Automated Fare Collection (AFC) System with 28 units, base fare medium,

website and support options, two ticket vending machines, spare parts, and service plans as further set forth in Attachment 3. Cost not to exceed \$592,780. The mobile ticketing option will be available at indicated pricing until December 31, 2020.

**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 proposal document, unit prices proposed 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 as specified in Attachment 3, and for faithfully completing the work and supplying all materials/products as specified in Attachment 3, the prices stipulated in Attachment 3 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: Proposal Document and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Iranian Energy Divestment Certification, Bidder/Proposer Submittals; and Agreement form.

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:

See Attachments 1, 2 and 3 attached hereto, which Attachments are made a part of this Agreement Form

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

(Seal)

By: Genfare, a division of SPX Corporation

  
\_\_\_\_\_  
Signature

Kim R. Green, Executive Director

800 Arthur Avenue

Elk Grove Village, Illinois 60007

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---

By: (Owner - County)

(Seal)

  
\_\_\_\_\_  
Thomas Santilli,

Chemung County Executive

## **Attachment 1 - Supplemental Terms and Conditions**

In the event of a conflict between these supplemental terms and conditions (or the subject matter thereof) and any term or condition (or the subject matter thereof) in the underlying RFP, Proposal, Contract, Contract Documents or any other document, these additional terms and conditions shall apply in precedence over such other terms and conditions and the related subject matter, to the fullest extent permitted by applicable law.

**Acceptance.** The goods and services shall be deemed accepted, and any attempt by Owner to reject an order or shipment of goods shall be waived and not enforceable, unless Owner has (i) promptly inspected the goods and services, and written notice from Owner of any defect has been received by Contractor within thirty (30) days following any delivery of goods or performance of services; and (ii) given Contractor reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Owner and Contractor. Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Contractor.

**Confidentiality.** In the course of this Contract, Owner will learn information that Contractor regards as confidential or proprietary. To the extent permitted by law, Owner will keep confidential this information and any other information which Owner may acquire with respect to Contractor's business, unless and until Contractor consents to disclosure, or unless such knowledge and information otherwise becomes general available to the public through no fault of Owner.

**Delivery; Transfer of Title and Risk of Loss.** All products will be shipped FOB destination. Risk of loss and title to all equipment shall pass to Owner, free of encumbrances, at the time of delivery to Owner's facility.

**Disputes.** If any disputes arising in the performance of this Contract are not resolved by mutual agreement of the parties, the decision of one party will not bind the other party without such other party's agreeing to such decision in writing.

**Force Majeure; On Time Delivery.** To the extent that either party is not able to perform an obligation under this Contract due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control, that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

Any shipping dates are predictions made by Contractor of the times by which it is likely the products will be shipped; however, due to the difficulties inherent in predicting future delivery dates, Contractor does not promise, guarantee or otherwise obligate itself to have the products shipped on or before that time and shall not be liable in damages or otherwise, nor shall Owner be relieved of performance, because of failure to meet them.

**Intellectual Property.** Notwithstanding any other provision in this Contract, Contractor retains title to all intellectual property, patents, trademarks, know-how, copyrights, software, engineering and designs, models, production prints, drawings, work products, technical data, and other information and documents

that relate to the goods and services sold to the Owner. Unless specified by Contractor in writing to the contrary, all such intellectual property, information and documents disclosed or delivered by Contractor to Owner are to be deemed proprietary to Contractor and shall be used by Owner solely for inspecting, installing, operating and maintaining the goods and services sold to Owner and not used by Owner for any other purpose.

**Limitation of Liability.** Contractor's maximum aggregate liability under the Contract shall not exceed the total value of the Contract. Any action for breach of contract or otherwise must commence within one year after cause of action accrues.

**Payment Terms.** Owner shall pay all invoices within 30 days after receipt of such invoice and in accordance with the payment terms set forth in Attachment 3.

**Software Agreements.** Any software, software maintenance, subscription services (i.e. SaaS or hosting) and/or related services that may be included in or required for the goods or services provided under this Contract, shall be provided to Owner pursuant to Contractor's standard software license, software support agreement, subscription agreement and/or other applicable agreements.

**Termination for Convenience.** If Owner cancels all or part of the Contract without cause, Owner will reimburse Contractor for (i) its expenses incurred to fulfil the Contract through the cancellation date, including, without limitation, materials and labor, plus (ii) a reasonable profit. The lack of appropriation of funds shall be deemed a termination for convenience.

**Termination for Default.** In the event of a termination for default, Owner shall give Contractor written notice of such default and not less than thirty (30) days to cure such default. If Contractor does not so cure, Owner shall be entitled to obtain replacement goods or services substantially similar and functionally equivalent to those to be purchased pursuant to this Contract, and Contractor's sole liability shall be to pay the reasonable excess costs incurred by Owner in reprocurring such goods or services.

**Waiver of Consequential Damages.** Notwithstanding anything in this Contract to the contrary, to the fullest extent permitted by applicable law, Contractor shall not be liable under any theory of relief, arising out of or related to the Contract or Contractor's acts or omissions in connection therewith for incidental, indirect, special or consequential damages of any nature, including, without limitation, loss of profits or contract, damage to property or loss of use, any business interruption or loss of profit, anticipated savings, data, contract, goodwill or the like that may be suffered by Owner or claimed against it.

**Warranty/Guarantee.** For a period of two years from the date of delivery of goods or performance of services by Contractor pursuant to this Contract, Contractor warrants, to Owner, the goods manufactured by Contractor to be free from defects in material and workmanship and the services performed by Contractor to be in accordance with the specifications of this Contract. If within such period it shall be proven to Contractor's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at Contractor's option, be repaired or replaced (F.O.B. Contractor's factory, with all removal and installation to be at Owner's expense) and such services corrected or a substitute obtained. This warranty shall not apply to (i) any loss or damage resulting from normal wear and tear or alteration, misuse, abuse or (ii) improper installation, operation or maintenance by Owner or a third party. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND CONTRACTOR EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE CONTRACTOR'S

ENTIRE AND EXCLUSIVE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR FURNISHING OF MATERIALS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION, OPERATION OR OTHERWISE.

**1. Workers' Compensation and Employers Liability** coverage for all employees, including corporate officers, partners and proprietors.

**2. Commercial General Liability Insurance**, including but not limited to coverage for ongoing operations, personal injury, products-completed operations, and contractual liability. The limits of liability applicable to this insurance will be \$2,000,000 each occurrence and \$3,000,000 General aggregate. For products and completed operations aggregate, the limit will be \$3,000,000.

**3. Commercial Automobile Liability** with combined single limit for bodily injury and property damage of \$2,000,000 with such coverage to include all owned, non-owned and hired vehicles.

**Owner is to be included as an additional insured** on all policies listed above with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. General Liability will be primary and non-contributory regardless of any other collectible insurance carried by Owner. Contractor will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner for the policies listed above and will have all such 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 and against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees) from a third party for property damage, personal injury or death to the extent arising directly out of or resulting directly from the negligence or willful misconduct of Contractor.

**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 Contract 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).

IT IS AGREED that any clause of the Contract that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

A handwritten signature in dark ink, appearing to read 'T. Santulli', is written over a horizontal line.A solid horizontal line.

Thomas J. Santulli

County Executive

### **ATTACHMENT 3 - SCHEDULE OF PRODUCTS AND SERVICES**

[To be provided by the parties. This Schedule will list all of the products and services to be provided, the costs for each and the payment terms for each.]



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with Comprehensive Interdisciplinary Development Services on behalf of the Chemung County Departments of Social Services and Mental Hygiene

**Resolution #:** 22-285  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Requesting a resolution authorizing an agreement with Comprehensive Interdisciplinary Development Services, Inc. on behalf of the Chemung County Departments of Social Services and Mental Hygiene.

Prior Resolution No. 21-310 (01/01/21 - 12/31/21)

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of CIDS Budget 2022.xls</a>	<a href="#">CIDS Budget</a>	<a href="#">Cover Memo</a>	4/18/2022
<a href="#">CIDS Memo 2022.doc</a>	<a href="#">CIDS Memo</a>	<a href="#">Cover Memo</a>	4/18/2022

**ATTACHMENT "B"**

**SCHEDULE IV**

**Comprehensive Interdisciplinary Developmental Services, Inc. (C.I.D.S.)**  
**161 Sullivan Street**  
**Elmira, New York 14901**

**01/01/2022 - 12/31/2022**

<b>ACCOUNT NO.</b>	<b>DEPT.</b>	<b>PROGRAM</b>	<b>BUDGET</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>LOCAL</b>
10-4310-4310-50408	Mental Hygiene	Home-Based Crisis Intervention (OMH Reinvestment)	\$309,367.00	-	\$309,367.00	-
10-4310-4310-50408	Mental Hygiene	Early Childhood Screening (OPWDD)	\$70,639.00	-	\$70,639.00	-
10-6010-0100-50408	DSS	SRP Nurse Home Visiting Program	\$278,842.00	\$278,842.00	-	-
<b>TOTAL</b>			<b>\$658,848.00</b>	<b>\$278,842.00</b>	<b>\$380,006.00</b>	<b>\$0.00</b>



CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.

P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Jacqueline Canute, Director of Economic Security

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** December 1, 2021

**RE:** **2022 C.I.D.S. CONTRACT RENEWAL**

On behalf of the Chemung County Departments of Social Services and Mental Hygiene, please consider this correspondence as our request to renew the County contract with Comprehensive Interdisciplinary Developmental Services, Inc. (C.I.D.S.) for the period of January 1, 2022 to December 31, 2022.

**The NYS Office of Mental Health state aid award increased by \$2,302 for a total Home-Based Crisis Intervention Program award of \$309,367.** This program is designed to prevent the unnecessary inpatient hospitalization of children and youth, ages 5-17. Further, this program provides for families in crisis due to the imminent risk of a child being placed in inpatient hospitalization. Funding will result in the reduction of need and length of costly psychiatric hospitalizations.

**The Office for People with Developmental Disabilities state aid award for the Early Childhood Screening Program will remain \$70,639 in 2022.** The Early Childhood Screening program provides comprehensive screening services to pre-school children to assess developmental status and sensory functioning. The Early Childhood Screening Program administers approximately 3,500 Development Screening activities.

**The Nurse Home Visiting program is requested to remain \$278,842 in 2022.** The Nurse Home Visiting Program will be 100% Federally reimbursed through our Flexible Funds for Family Services Plan. The Nurse Home Visiting Program is designed to provide our county's children with every opportunity to arrive at kindergarten socially, emotionally, developmentally, and cognitively prepared to learn as well as focuses on information and referral to families to ensure the highest level of self-sufficiency.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing agreement with Comet Informatics, LLC on behalf of the Chemung County Department of Social Services

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**Resolution #:** 22-286  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

Requesting a resolution authorizing an agreement with Comet Informatics LLC on behalf of the Chemung County Dept. of Social Services.

Prior Resolution No. 21-079 (01/01/21 - 12/31/21)

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of COMET Budget 2022.xls</a>	<a href="#">Comet Budget</a>	<a href="#">Cover Memo</a>	4/18/2022
<a href="#">Comet Memo 2022.doc</a>	<a href="#">Comet Memo</a>	<a href="#">Cover Memo</a>	4/18/2022

**ATTACHMENT "B"**

SCHEDULE IV

COMET Informatics, LLC  
642 Kreag Road, Suite 300  
Pittsford, NY 14534

1/1/2022-12/31/2022

ACCOUNT NO.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-2000-50408	COMET - Contract Services	\$83,700.00	\$41,850.00	\$20,925.00	\$20,925.00
TOTAL		\$83,700.00	\$41,850.00	\$20,925.00	\$20,925.00



**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE**

**HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.**

P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** January 5, 2022

**RE:** **2022 COMET Informatics, LLC Contract**

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to renew our agreement with COMET Informatics, LLC.

In Chemung County, many Human Service providers assist the same children, youth, and families from childhood to adulthood. While services are necessary, the utilization of multiple providers hinders the ability to streamline and communicate needs among agencies. The purpose of COMET is to create a county-wide integrated information system for children and youth that will interact with many, if not all, the service providers.

In 2022, our request is to continue to support the development of the County-wide information system that will provide the technological infrastructure for service providers to interact. Community based agencies including CIDS, Chemung County Child Care Council, and the local school districts through a connection with BOCES will participate in the comprehensive longitudinal perspective on each child in the County, leveraging the technology to provide better, faster and continuously improved services.

The Department of Social Services is respectfully requesting the COMET Informatics, LLC contract budget not to exceed \$83,700. As compared to 2021, this request is a decrease of \$2,300. If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Memorandum of Understanding with the Southern Tier Assertive Community Treatment Team on behalf of the Chemung County Department of Mental Hygiene

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**Resolution #:** 22-287  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Prior Resolution No. 21-299 (01/01/21 - 12/31/21)

Mental Hygiene will continue to retain a 10% administrative fee.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">ACT Team MOU Memo 2022.doc</a>	<a href="#">MOU Memo</a>	<a href="#">Cover Memo</a>	4/18/2022



**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE**

**HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.**

P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Colleen Hetrick, Supervisor of Fiscal Services

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** October 18, 2021

**RE:** **2022 ACT Team Memorandum of Understanding**

On behalf of the Department of Mental Hygiene, please consider this correspondence as our request to renew the Memorandum of Understanding with the Southern Tier Assertive Community Treatment (ACT) Team for 2022.

Per the August 23, 2021 state aid award letter, the Southern Tier ACT Team qualifies for \$33,485 in OMH state funding. This is an increase of \$249, as compared to 2021. Of the \$33,485, Chemung County Mental Hygiene will retain a 10% administrative fee of \$3,348. Therefore, \$30,137 is available to the ACT Team in 2022.

The ACT Teams provide mobile intensive treatment and support to people with psychiatric disabilities. The focus is on the improvement of an individual's quality of life in the community and reducing the need for inpatient care, by providing intense community-based treatment services by an interdisciplinary team of mental health professionals. The ACT program has low staff-outpatient ratios in a multi-discipline team approach; 24 hour, seven days per week availability; enrollment of consumers, and flexible service dollars. Treatment is focused on individuals who have been unsuccessful in traditional forms of treatment.

The Southern Tier ACT Team serves up to 48 individuals from the nine-county region at any given time, and of those they serve approximately 30 Chemung County residents annually. If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing application for and acceptance of New York State Office of Probation and Correctional Alternatives, Division of Criminal Justice Services, State Aid Block Grant on behalf of the Chemung County Probation Department

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**Resolution #:** 22-288  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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

The funding represents a contract renewal covering the term from July 1, 2022 to June 30, 2023.

The Probation Department provides a wide range of functions for individuals who are involved in both Family and Criminal Courts. Our mission is to protect the safety and property of our citizens, while requiring offenders to acknowledge responsibility, engage in rehabilitative programs, and make crime victims whole. In doing so, the Probation Department conducts investigations for all courts within our county and provides supervision of offenders sentenced to probation.

Prior resolution 21-301

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">memAnnualStateAid_2022-2023.pdf</a>	<a href="#">Memo-Annual State Aid 2022-2023</a>	<a href="#">Cover Memo</a>	4/22/2022



**CHEMUNG COUNTY PROBATION DEPARTMENT**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

**TO:** Christopher J. Moss, County Executive  
Chemung County Legislature

**FROM:** Stephanie M. Fiorini, Probation Director

**DATE:** April 19, 2022

**RE:** DCJS/OPCA Annual State Aid  
2022-2023 Contract Renewal

The purpose of this correspondence is to request the Legislature for authorization to apply and accept funds from the New York State Department of Criminal Justice Services (DCJS), Office of Probation and Correctional Alternatives (OPCA) to fund probation services. The funding represents a contract renewal covering the term from July 1, 2022 to June 30, 2023. The award amount is not relayed to the County until the plan is approved by DCJS/OPCA. For the 2021-2022 (SFY), the award was \$302,571.

The Probation Department provides a wide range of functions for individuals who are involved in both Family and Criminal Courts. Our mission is to protect the safety and property of our citizens, while requiring offenders to acknowledge responsibility, engage in rehabilitative programs, and make crime victims whole. In doing so, the Probation Department conducts investigations for all courts within our county and provides supervision of offenders sentenced to probation.

Upon approval, the necessary paperwork will be filed with DCJS/OPCA.

Respectfully submitted,

A handwritten signature in blue ink, reading "Stephanie M. Fiorini", is positioned above the typed name.

Stephanie M. Fiorini  
Probation Director

/smf



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing acceptance of 2022 Crimes Against Revenue Program Grant funding from the NYS Division of Criminal Justice Services and the NYS Department of Tax and Finance on behalf of the Chemung County District Attorney's Office

---

**Resolution #:** 22-289  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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

Request a resolution to accept the 2022 CARP Grant (Crimes Against Revenue Program) awarded to the Chemung County District Attorney's Office in the amount of \$64,170. The grant focuses on the investigation and prosecution of financial crimes that deprive the state of revenue. GMS Project ID#CR21-1056-D00

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">C445377 - Chemung County-Grant Award Notice.pdf</a>	<a href="#">Grant Award</a>	<a href="#">Cover Memo</a>	5/12/2022



## Division of Criminal Justice Services

KATHY HOCHUL  
Governor

MARK E. WHITE  
First Deputy Commissioner

JEFFREY P. BENDER  
Deputy Commissioner

## Grant Award Notice

<b>Grantee/Contractor:</b> Chemung County District Attorney	<b>Date:</b> 10/19/21
<b>Program Name:</b> Crimes Against Revenue Program (CARP)	<b>Award Amount<sup>1</sup>:</b> \$64,170
<b>Contact Name:</b> Weeden Wetmore, District Attorney	<b>Contract Materials Return Date:</b> Within 30 days of receipt of this award notice
<b>Email:</b> wwetmore@co.chemung.ny.us	<b>Contract #</b> C445377
<b>GMS Project ID #:</b> CR21-1056-D00	
<b>Additional Information:</b> The Crimes Against Revenue Program (CARP) is managed by the New York State Division of Criminal Justice Services (DCJS) in coordination with the Department of Taxation and Finance (DTF). The program is focused on the investigation and prosecution of financial crimes that deprive the state of revenue. A DCJS Public Safety Grants Representative will be in contact to assist in the development of your contract. In the meantime, should you have any questions, please contact a Public Safety Grants Representative named below:	

<b><u>Contract Questions</u></b>
<p>Katelyn Mallick Public Safety Grants Representative I NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.Mallick@dcjs.ny.gov">Katelyn.Mallick@dcjs.ny.gov</a></p> <p>-or-</p> <p>Jason Tillou Public Safety Grants Representative II (518) 485-2729 or <a href="mailto:Jason.tillou@dcjs.ny.gov">Jason.tillou@dcjs.ny.gov</a></p>

Congratulations on your award. DCJS looks forward to working with you on this important project.

Attachment (1)

---

<sup>5</sup> Award is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2019-2020 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office

**Resolution #:** 22-290  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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

Request resolution accepting 2019-2020 ATP Grant awarded to the Chemung County District Attorney's Office. The 2020 Aid to Prosecution (ATP) Grant is in the amount of \$47,911 (deadline has/had been extended). The grant focuses on enhancing prosecution and investigation through increased efficiency by maintaining experienced prosecutors with these funds, thus reducing crime through investigations by targeting both violent and non-violent felony crimes.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">AP19-1007-R02-AttachmentID-198773-C445015 2019-20 Aid to Prosecution Award Notice (7).pdf</a>	<a href="#">Grant Award Notice</a>	<a href="#">Cover Memo</a>	5/12/2022



## Division of Criminal Justice Services

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

# Grant Award Notice

Grantee/Contractor: Chemung County District Attorney	Date: August 15, 2019		
Program Name: Aid to Prosecution	Award Amount: \$47,911		
Agency Head Name and Title: Weeden Wetmore District Attorney	Term Dates: October 1, 2019 – September 30, 2020		
Email: wwetmore@co.chemung.ny.us	Project ID No.: AP19-1007-R02		
SFS Vendor ID No.: 1000004326	Contract No.: C445015		
Additional Information:  A DCJS Public Safety Grants Representative will contact your office to assist with the development of the grant contract. Please see the Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.			
The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the contract or programmatic specialist listed below :  <b><u>Questions:</u></b>  <table><tr><td>Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a></td><td>Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a></td></tr></table>		Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a>	Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a>
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Congratulations on your award. DCJS looks forward to working with you on this important project.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2021-2022 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office

---

**Resolution #:** 22-291  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

---

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

Request resolution accepting the 2021-2022 ATP awarded to the Chemung County District Attorney's Office in the amount of \$47,911. The grant focuses on enhancing prosecutions and investigations through increased efficiency, such as maintaining experienced prosecutors by utilizing these funds and reducing crime through investigations by targeting violent and non-violent felony crimes.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">T445237 - Chemung County.pdf</a>	<a href="#">Grant Award Notice</a>	<a href="#">Cover Memo</a>	5/12/2022



## Division of Criminal Justice Services

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

# Grant Award Notice

Grantee/Contractor: Chemung County District Attorney	Date: May 5, 2021		
Program Name: Aid to Prosecution	Award Amount: \$47,911		
Agency Head Name and Title: Weeden Wetmore District Attorney	Term Dates: April 1, 2021 – March 31, 2022		
Email: wwetmore@co.chemung.ny.us	Project ID No.: AP21-1007-D00		
SFS Vendor ID No.: 1000004326	Contract No.: T445237		
<b>Additional Information:</b>  This funding is provided for the Aid to Prosecution grant program. A DCJS Public Safety Grants Representative will contact your office to assist with the development of the grant contract. Please see the attached Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.			
 The award amount listed above is contingent upon the availability of appropriations, as well as execution of the grant contract by the Attorney General and the Office of the State Comptroller. If you have any questions on this award, please contact a grant representative listed below :  <b><u>Questions:</u></b>  <table><tr><td>Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a></td><td>Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a></td></tr></table>		Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a>	Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a>
Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a>	Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a>		

Congratulations on your award. DCJS looks forward to working with you on this important project.  
Attachment (1)



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of NYS Division of Criminal Justice Services 2022-2023 Aid To Prosecution Grant on behalf of the Chemung County District Attorney's Office

<b>Resolution #:</b>	22-292
<b>Slip Type:</b>	GRANT
<b>SEQRA status</b>	Full-time
<b>State Mandated</b>	False

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

2022-2023 Aid to Prosecution (ATP) Grant awarded to Chemung County District Attorney's Office in the amount of \$47,911.00. The grant focuses on enhancing prosecutions and investigations through increased efficiency, such as maintaining experienced prosecutors by utilizing these funds, and reducing crime through investigations by targeting violent AND non-violent felony crimes.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing agreement with The Chautauqua Center, Inc. on behalf of the Chemung County Legislature

---

**Resolution #:** 22-293  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

---

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Chautauqua Center Resolution.pdf</a>	<a href="#">Draft Resolution</a>	<a href="#">Cover Memo</a>	6/6/2022

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING AGREEMENT WITH THE CHAUTAUQUA CENTER ON  
BEHALF OF THE CHEMUNG COUNTY LEGISLATURE

By:

Seconded by:

WHEREAS, the Chairman of the Chemung County Legislature has requested authorization to enter into an agreement with The Chautauqua Center (“TCC”) for the establishment by TCC of a Federally Qualified Health Center (“FQHC”) (the “Services”) whereby TCC would receive a fixed amount sub award from Chemung County not to exceed \$1,000,000 (100% Federal share [American Rescue Plan funds]) distribution of the award being contingent upon TCC receiving all required State approval need to operate a facility in Chemung County as an FQHC and contingent upon TCC committing to operate the FQHC in Chemung County for at least five (5) years or the funding shall be returned; and

WHEREAS, the purpose of this agreement is to carry out in a legal and proper manner the provisions of the Federal “American Rescue Plan Act of 2021” (“ARPA”) and the County Law of the State of New York, and to provide for the transfer of ARPA money received by the County of Chemung, in consideration of the said The Chautauqua Center (a New York State Not-for-Profit Corporation) using the funding to establish an FQHC to be operated in Chemung County, the award to be used for capital procurement and/or renovation; and

WHEREAS, upon establishment, the FQHC will operate as an independent (non-County) medical facility with no part of operations funded by the County, which fills a void in provision of medical services, particularly to the underserved and Medicaid population, because FQHC’s receive higher Medicaid reimbursement than hospitals and primary care providers; and

WHEREAS, the County has evaluated and is satisfied that TCC presents a low to negligible risk of non-compliance based upon its prior experience, personnel, and ability to oversee and carryout the objectives of the agreement, and will operate and manage the award as a “sub recipient” under 2CFR§200.331(a); and

WHEREAS, monies furnished by the County, hereunder will be transferred for the above in conformity with ARPA 602 (c)(3), and making TCC a “sub recipient” of ARPA funds; and

WHEREAS, Chemung County shall monitor compliance in accordance with 2CFR§200.332(d)-(g) and other applicable regulations and the County’s Sub Recipient Monitoring Plan; and

WHEREAS, the Budget Committee has recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby authorize TCC as a “sub recipient” of ARPA funding an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) for capital procurement and /or renovation for the operation of an FQHC; and, be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized and directed to enter into an agreement with TCC for the Services to the County of Chemung, the terms and conditions of that agreement to be subject to the review and approval of the Attorney for the Legislature, at a total cost not to exceed \$1,000,000 (100% Federal share [American Rescue Plan funds]), contingent upon TCC receiving all required State approval need to operate a facility in Chemung County as an FQHC and contingent upon TCC committing to operate the FQHC in Chemung County for at least five (5) years or the funding shall be returned; and, be it further

RESOLVED, that the agreement with TCC is subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble of this Resolution and in the event that the County of Chemung does not receive the Federal monies more particularly described in the Preamble to this Resolution, the agreement with TCC shall be of no further force and effect, and shall terminate without further action by this Legislature; and, be it further

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



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing agreement with GST BOCES on behalf of the Chemung County Treasurer (tax bill printing and tax system administration)

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**Resolution #:** 22-294  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

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

County Treasurer requesting to renew contract with GST BOCES for 2022-2023 for Tax Bill Printing and Tax System Administration.

Prior Resolution 21-314

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Chemung Co Attachment B 2022-23.pdf</a>	<a href="#">Chemung Co. Attachment B 2022-23</a>	<a href="#">Cover Memo</a>	5/19/2022
<a href="#">Chemung Co Taxes 2022-23.pdf</a>	<a href="#">Chemung County Taxes 2022-23</a>	<a href="#">Cover Memo</a>	5/19/2022
<a href="#">Chemung Co Taxes Attachment A 2022-23.pdf</a>	<a href="#">Chemung Co Taxes Attachment A 2022-23</a>	<a href="#">Cover Memo</a>	5/19/2022

## ATTACHMENT B

PROPERTY TAX TIMELINE	GST BOCES - SCOPE OF SERVICES
09/03/22	Order tax bill paper for bill printing.
	Review accounts (account maintenance required, account coding, and grouping of bills for each parcel, etc.).
10/01/22	In Tax Bill Print System, modify bill formats for each entity. Adjust name; hours; due dates; penalty amounts, etc. Get approval from Taxing Officer of each entity.
	Verify file format prior to submitting tax foreclosure advertising files to Star Gazette & Broader View Weekly (three times in non-consecutive weeks in November and December).
11/01/22	Delinquent file from KVS Collection to Real Property for RPS.
12/03/22	Load & balance RPS bill & rate files for all municipalities to tax bill print system & Collection System (KVS).
12/10/22	Print sample tax bills for each collector/municipality to review and sign off.
	Print sample tax bills with MICR code and send to CCTC for testing.
12/17/22	Print tax bills for all municipalities (MICR code if necessary).
12/24/22	Send tax rolls, report, and files to each collector/municipality.
01/02/23	January-March/drop CCTC daily lockbox files to tax collection database for each collector to upload and balance to KVS.
	Set up database for duplicate bill printing.
03/02/23	Printing & distribution of 2nd Notices for County, Baldwin, Catlin, and Horseheads. Requires 3rd Party paid file from Horseheads to load & balance.
	Add \$2.00 notice fees in Tax Collection System (County, Catlin, and Baldwin).
04/01/23	Loading of payment files/unpays to KVS from towns; City of Elmira; and Schools over 3 week period starting 4/1. City of Elmira and Schools require balancing to detail list.
	In tax collection database (KVS), set up new sequences and add penalties, interest as required for Year 1 unpaid/returns. May require rate table administration functions.
	<b>Other - Year Round Activities</b>
	Systems administration and application support of the KVS Tax Collection System. System administration and application support of the BOCES Tax Installment System End user application support (includes unlimited training). System and user security. Software and hardware maintenance. Maintenance of rate tables and reports. Database and end user function maintenance. Application/server hosting with nightly and weekly full data backup and data restoration services. Service and firewalled environment. Redundant air conditioning, fire suppression, and generator power.



# Regional Information Center

Supporting the Mission of the Greater Southern Tier BOCES and Partnering Districts

## GST BOCES TAX BILL PRINTING/ADMINISTRATION SERVICES MUNICIPAL AGREEMENT

The County of Chemung, on behalf of the Chemung County Treasurer, hereby agrees to follow the terms and conditions set forth below upon entry into this Municipal Agreement for Tax Bill Printing/Administration Services offered by the Schuyler Steuben Chemung Tioga Allegany BOCES, further known as the "BOCES".

- A) The Chemung County Legislature has adopted a resolution authorizing entry of the said municipality into the Tax Bill Printing/Administration Services for 2021 as outlined and sanctioned by GML 119-o and 119-n.
- B) The signing of this agreement commits the Chemung County Treasurer's Office to participate in this Tax Bill Printing/Administration Services commencing on the first day of July 1, 2022 and ending June 30, 2023.
- C) The signing of this Municipal Agreement indicates approval for entry into the Tax Bill Printing/ Administration Services and authorizes the Chemung County Treasurer's Office to pay a charge of \$51,630 for the 12 months of service.
- D) The continuation of service from one year to the next will not occur unless the Chemung County Legislature so extends this agreement by resolution.
- E) Payment for such service will be made to the BOCES 30 days after the municipality receives official invoice detailing the service provided. Failure to pay within 30 days may result in removal from the service.
- F) The BOCES reserves the right to terminate the participation of the Chemung County Treasurer's Office in the Tax Bill Printing/Administration Services upon ninety (90) days written notice for any and all reasons.
- G) The County of Chemung agrees to defend, indemnify and save harmless the BOCES and their agents and employees against any and all claims, losses, demands, and liabilities to which the BOCES may be subjected as a result of a breach of this contract or the negligence of Chemung County or the Chemung County Treasurer's Office.
- H) The BOCES agrees to defend, indemnify and save harmless the County of Chemung and their agents and employees against any and all claims, losses, demands, and liabilities to which the County of Chemung may be subjected as a result of a breach of this contract or the negligence of BOCES.
- I) See Attachment A – Scope of Work and Attachment B – Scope of Services.

### COUNTY OF CHEMUNG

### SCHUYLER STEUBEN CHEMUNG TIOGA ALLEGANY BOCES

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### GST BOCES Regional Information Center

459 Philo Road, Elmira, NY 14903 • Phone: 607-739-3581

*"Believe in what we do; deliver what we promise"*

## **ATTACHMENT A**

### **GST BOCES - SCOPE OF WORK**

1. **TERM OF AGREEMENT:**

This Agreement shall be effective July 1, 2022 through and including June 30, 2023.

2. **SERVICES AND COMPENSATION:**

BOCES will perform the Services as set forth in Schedule A. Chemung County agrees to pay \$51,630 for said services as outlined below:

	<b><u>No. Tax Bills</u></b>	<b><u>Cost</u></b>
Tax Bills 1 <sup>ST</sup> Printing (2021 Actuals)	39,233	\$29,425
Tax Bills 2 <sup>ND</sup> Printing (2021 Actuals)	3207	\$2,405,
Total Cost Tax Bills Printed (2021 Actuals)	<b>42,440</b>	<b>\$31,830</b>
Systems Administration/Support		\$12,000.00
GST Computer Service Hosting		\$5,400.00
Data Backup/Restoration Service		\$2,400.00
Total Tax Bill Support & Printing Service		<b>\$51,630</b>



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing transfers and appropriations by the County Executive

---

**Resolution #:** 22-295  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

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

---

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Transfers and appropriations - June 2022.pdf</a>	<a href="#">June transfers</a>	<a href="#">Cover Memo</a>	6/1/2022

Mr. Dave Manchester, Chairman  
Chemung County Legislature  
203 Lake Street  
Elmira, NY 14901

Received  
MAY 27 2022  
CC Legislature

May 27, 2022,

Dear Dave,

Please consider the attached budget modifications for at the June 6<sup>th</sup>, Budget Committee meeting.

The Regular Contingency balance after the meeting will be \$420,590.

Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Stue".

Steven Hoover



## Chemung County Budget Action Form

Monday, April 18, 2022

Type of Transaction:

Adjustment

Fiscal Year of Action

2022

Requesting Department

District Attorney

Department Head's Email

wwetmore@chemungcountyny.gov

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	1165	1165	42770			Unclassified Revenue	10000.00

Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	1165	1165	50409			Miscellaneous	10000.00

Reason

To cover the initial cost of our asset forfeiture audits, and for which we will be reimbursed from the asset forfeiture account.

## Approval Activity History

Approvers	Approver Actions	Date
Chemung County Executive	Approve	Monday, April 18, 2022
Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.gov	Monday, April 18, 2022
Matthew N Fogarty	Approve	Monday, April 18, 2022

## Chairman of Legislature

DSM 5-18-22



Thursday, April 21, 2022

## Chemung County Budget Action Form

### Type of Transaction:

Adjustment

### Fiscal Year of Action

2021

### Requesting Department

Records Imaging Center

### Department Head's Email

dmccormick2@chemungcountyny.gov

### Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	1460	1461	42798			Shared Services Revenue	4644

### Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	10	1460	1461	50202			Equip over \$999,99	4644

### Reason


Equipment ordered & budgeted in 2020, did not arrive until 2021. Therefore the 2021 account was charged, but was not in budget funds for 2021.

PO 2020-1997

## Approval Activity History

Approvers	Approver Actions	Date
Chemung County Executive	Approve	Friday, April 22, 2022
Notification	Email sent. (Executive Approved Action) shoover@chemungcountyny.gov	Friday, April 22, 2022
Matthew N Fogarty	Approve	Thursday, April 21, 2022

## Chairman of Legislature

 5-18-22



Friday, April 22, 2022

## Chemung County Budget Action Form

### Type of Transaction:

Transfer & Adjustment

### Fiscal Year of Action

2022

### Requesting Department

Public Works

### Department Head's Email

aaavery@chemungcountyny.gov

Received

MAY 27 2022

CC Legislature

### Transfer - From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1990	0	50408			Contingency	94500

### Transfer - To:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	9522	0	50900.1			Transfer to Highway	94500

### Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	20	0000	0	42810			Contributions-Gen Fund	94500
Increase	20	5010	0	50446			Intra Fund Transfer Acct	94500

### Adjustment

Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
--------	------	------------	----------------	---------	----------------	------------	--------------	-------------------



Action	Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
Increase	21	0000	0	42822			Non Departmental Rev	94500
Increase	21	5130	0	50418			Gasoline, Fuel & Oil	94500

### Reason

Due to unexpected rise in fuel costs, fuel is forecasted to have been under budgeted in 2022. Transfer needed to cover projected fuel expenses in 2022. Backup attached.

### Approval Activity History

#### Approvers

#### Approver Actions

#### Date

Chemung County Executive

Approve

Thursday, May 5, 2022

Notification

Email sent. (Executive Approved Action)  
shoover@chemungcountyny.gov

Thursday, May 5, 2022

Matthew N Fogarty

Approve

Friday, April 22, 2022

### Chairman of Legislature

Matthew N Fogarty 5-31-22





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing transfer in the Chemung County Legislature Accounts

**Resolution #:** 22-296  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

Transfer:

\$1,000.00 from 10 1040 1040 50404 Travel- Employee  
to 10 1040 1040 50202 Equipment over \$500

to purchase new smart tv and sound bar for conference room. The tv monitor that is currently being used is the property of the Sheriff and is technologically obsolete. The Sheriff has requested that it be declared surplus property.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Request_for_budget_transfer_denied.pdf</a>	<a href="#">budget transfer request denied</a>	<a href="#">Cover Memo</a>	6/1/2022
<a href="#">Resolutions - Transfer of funds - Legislature.pdf</a>	<a href="#">Resolutions - transfer of funds - Legislature</a>	<a href="#">Cover Memo</a>	5/26/2022

**Kalweit, Cindy**

---

**From:** Kalweit, Cindy  
**Sent:** Thursday, May 5, 2022 11:17 AM  
**To:** Fogarty, Matthew; Hoover, Steve  
**Subject:** FW: Your request has been denied.

Please explain why this request was denied.

Thank you,  
Cindy

**From:** Chemung County <noreply@formresponse.com>  
**Sent:** Thursday, May 5, 2022 10:51 AM  
**To:** Budget Request <budgetrequest@chemungcountyny.gov>; Manchester, David <dmanchester@chemungcountyny.gov>; Kalweit, Cindy <ckalweit@chemungcountyny.gov>  
**Subject:** Your request has been denied.

**Your request has been denied.**

---

## Chemung County Budget Action Form

Type of Transaction: Transfer

Type a question

Requesting Department: Legislature

Submitter Email: [dmanchester@chemungcountyny.gov](mailto:dmanchester@chemungcountyny.gov)

Email: [ckalweit@chemungcountyny.gov](mailto:ckalweit@chemungcountyny.gov)

Control  
Number

BR2022-0074

Transfer -  
From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1040	1040	50404			Travel - employee	1000

Transfer -  
To:

Fund	Department	Sub Department	Account	Sub Account (.)	Proj. Code	Account Name	Amount (Whole \$)
10	1040	1040	50202			Equipment over \$500	1000

New  
Account

No

Reason

Transfer funds for purchase of new TV and sound bar for Legislative Conference Room

File Upload

[Amazon.com SAMSUNG UN65TU7000 65 4K Ultra HD Smart LED TV \(2020\) with Deco Gear Soundbar Bundle Electronics.html](#)

Name

Cynthia Kalweit

Type a  
question

## Kalweit, Cindy

---

**From:** Hoover, Steve  
**Sent:** Monday, May 9, 2022 12:09 PM  
**To:** Kalweit, Cindy  
**Subject:** RE: Your request has been denied.

Hi Cindy,

When departments provide no explanation why an item, in this case a television, was not included within their original budget request it is typically rejected. Furthermore, there should be an explanation why funds are available within the Travel Account to fund this transfer.

Thank you,  
Steve



and be it further

RESOLVED, that pursuant to law and in accordance with the communications of the Director of Real Property Tax Services, so much of any tax or levy including interest thereon as shall be refunded which was imposed by the town or special district shall be charged to said town or special district and said town or special district shall refund said amount as required by law.

Resolution No. 78-246 carried by the following vote:

AYES — Benjamin, Griffith, Margeson, Thomas, Dunbar, Johnson, Milliken, Augustine, Chalk, Bennett, McNerny, Prunier, Habeck, Flory, Douglas (Chairman) — 15. NAYS — None.

#### RESOLUTION NO. 78-247

#### RESOLUTION AUTHORIZING TRANSFERS IN THE CHEMUNG COUNTY LEGISLATURE ACCOUNTS

BY BENJAMIN:

SECONDED BY FLORY.

WHEREAS, the Chairman of the County Legislature has requested the following transfers in the County Legislative accounts; and

WHEREAS, the County Legislature is not an administrative unit of County Government and is not included within the intra-fund transfers which require the County Executive's approval; and

WHEREAS, the same has been reviewed by the Budget Committee and the inter-fund transfer approved by the County Executive, now, therefore, be it

RESOLVED, that the County Treasurer be and hereby is authorized to transfer funds in the County Legislative Budget in the following amounts, to wit:

TO	FROM	
A1040.100 Personnel		\$4,000.00
	1990.410 Contingency	\$2,000.00
	A1040.404 Travel	1,000.00
	A1040.403 Office Supplies	200.00
	A1040.409 Misc.	800.00
A1040.402 Telephone	250.00	
	A1040.406 Equip.-Maint.	100.00
	A1040.403 Office Supplies	150.00

A1040.405 Equip.

Rental 150.00

A1040.407 Postage

150.00

Resolution No. 78-247 carried by the following vote:

AYES — Benjamin, Griffith, Margeson, Thomas, Dunbar, Johnson, Milliken, Augustine, Chalk, Bennett, McInerny, Prunier, Habeck, Flory, Douglas (Chairman) — 15. NAYS — None.

#### RESOLUTION NO. 78-248

RESOLUTION AUTHORIZING EASEMENT TO NEW YORK  
STATE ELECTRIC & GAS CORPORATION TO PROVIDE UN-  
DERGROUND SERVICE TO THE STEELE MEMORIAL LIBR-  
ARY

BY DOUGLAS:

SECONDED BY BENNETT.

WHEREAS, the following information has been submitted:

Requested by: Superintendent of Buildings & Grounds

Purpose: To provide underground electric service to the Chemung  
County Steele Memorial Library by locating an underground  
vault and an above grade switch on County property per  
blueprints Haskell, Conner & Frost

Authority: Article II, Section 203 of the County Charter

Approved by: Library Project Committee — 4/17/78

Prior Resolutions: Resolution 78-026 "Resolution Approving Design  
Development Phase of the Library Project by the Architects,  
Haskell, Conner and Frost; Resolution 78-048; 78-165; 78-193

now, therefore, be it

RESOLVED, that based upon the aforesaid information, the County  
Executive be and hereby is authorized and directed to execute, on behalf  
of the County of Chemung, an easement with the New York State  
Electric & Gas Corporation relative to installing an underground vault  
and an above grade switch in order to provide underground electric ser-  
vice to the new library, such easement to be in such form as approved by  
the County Attorney.

Resolution No. 78-248 carried by the following vote:

AYES — Benjamin, Griffith, Margeson, Thomas, Dunbar, Johnson,  
Milliken, Augustine, Chalk, Bennett, McInerny, Prunier, Habeck, Flory,  
Douglas (Chairman) — 15. NAYS — None.

**RESOLUTION NO. 77-196****RESOLUTION AUTHORIZING TRANSFERS WITHIN THE  
COUNTY LEGISLATIVE BUDGET ACCOUNTS****BY AUGUSTINE:****SECONDED BY GRIFFITH.**

WHEREAS, the Chairman of the County Legislature has requested the following transfers within the County Legislative accounts; and

WHEREAS, the County Legislature is not an administrative unit of County Government and is not included within the intra-fund transfers which require the County Executive's approval; and

WHEREAS, the same has been reviewed by the Budget Committee

now, therefore, be it

RESOLVED, that the County Treasurer be and hereby is authorized to transfer within the County Legislative budget the following amounts, to wit:

FROM		TO	
A1040.100 (Legislature- Personnel)	\$750.00	A1040.402 (Legislature- Telephone)	\$750.00

**MOTION****BY AUGUSTINE:****SECONDED BY DUNBAR.**

MOVED, that Resolution No. 77-196 "RESOLUTION AUTHORIZING TRANSFERS WITHIN THE COUNTY LEGISLATIVE BUDGET ACCOUNTS" be amended to include the following:

FROM		TO	
A1040.100 Personnel	\$400.00	A1040.405 Equipment Rental	\$400.00

**CARRIED.****AMENDED RESOLUTION NO. 77-196****RESOLUTION AUTHORIZING TRANSFERS WITHIN THE  
COUNTY LEGISLATIVE BUDGET ACCOUNTS****BY AUGUSTINE:****SECONDED BY GRIFFITH.**

WHEREAS, the Chairman of the County Legislature has requested the following transfers within the County Legislative accounts; and

WHEREAS, the County Legislature is not an administrative unit of County Government and is not included within the intra-fund transfers which require the County Executive's approval; and

WHEREAS, the same has been reviewed by the Budget Committee

now, therefore, be it

RESOLVED, that the County Treasurer be and hereby is authorized to transfer within the County Legislative budget the following amounts, to wit:

FROM		TO	
A1040.100 (Legislature- Personnel)	\$750.00	A1040.402 (Legislature- Telephone)	\$750.00
A1040.100 (Legislature- Personnel)	\$400.00	A1040.405 (Legislature- Equip. Rental)	\$400.00

Resolution No. 77-196 carried by the following vote:

AYES — Benjamin, Griffith, Thomas, Dunbar, Johnson, Milliken, Augustine, Chalk, Bennett, McInerney, Prunier, Habeck, Flory, Douglas (Chairman) — 14. NAYS — None. EXCUSED — Feighery — 1.

#### RESOLUTION NO. 77-197

#### RESOLUTION RELATIVE TO INSURANCE PROCEEDS FOR VEHICLE LOSS IN SHERIFF'S DEPARTMENT

BY AUGUSTINE:

SECONDED BY BENJAMIN.

WHEREAS, the following information has been submitted:

Requested by: Sheriff's Department

Purpose: To execute a proof of loss for destruction of a vehicle in the Sheriff's Dept. on their collision portion of the insurance policy of the county subject to \$500 deductible.

Authority: 367 of the County Law

Funds Involved: \$2,750.00 less \$500 deductible

Approved by: Budget Committee

now, therefore, be it

**RESOLUTION NO. 76-304****RESOLUTION AUTHORIZING TRANSFERS WITHIN  
THE COUNTY LEGISLATIVE BUDGET ACCOUNTS****BY LEGISLATOR AUGUSTINE:****SECONDED BY LEGISLATOR GISMONDI.**

WHEREAS, the Chairman of the County Legislature has requested the following transfers within the County Legislative accounts; and

WHEREAS, the County Legislature is not an administrative unit of County Government and is not included within the intra-funds transfers which requires the County Executive's approval; and

WHEREAS, the same has been reviewed by the Budget Committee now, therefore, be it

RESOLVED, that the County Treasurer be and hereby is authorized to transfer within the County Legislative budget the following amounts as designated:

From	To:	Amount
A1040.100 Legislative Personnel	A1040.401 Printing	\$1,559.07
A1040.402 Legislative Telephone	A1040.401 Printing	23.42
A1040.403 Legislative Off. Sup.	Printing	1,060.21
A1040.406 Legislature Equip. Maint.	A1040.401 Printing	33.90
A1040.407 Postage	A1040.401 Printing	435.80
A1040.408 Contracts	A1040.401 Printing	1,750.00

Resolution No. 76-304 carried by the following vote:

AYES — Benjamin, Griffith, Gismondi, Thomas, Dunbar, Milliken, Augustine, Chalk, Bennett, McNerny, Prunier, Habeck, Flory, Douglas (Chairman) — 14. NAYS — 0. Excused — Johnson — 1.

**RESOLUTION NO. 76-305**

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SUPPLEMENTAL AGREEMENT BETWEEN CHEMUNG COUNTY AND THE STATE OF NEW YORK**



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing the County Treasurer to transfer funds from Contingency to the Chemung County Stormwater Team

---

**Resolution #:** 22-297  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** True

---

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

Requesting approval to transfer funds from contingency to the County Stormwater team for restoration of Educator Position.

This agenda item requests the Executive and Legislature approve the transfer of \$38,750 from contingency to the County's Stormwater team to restore the Educator's position. This position was eliminated due to a lack of funding for the team - our budget has remained at \$300,000 per year since 2008. The current Intermunicipal Agreement (IMA) runs out in June of 2023, we will be requesting an increase in the IMA for the next 5-year period.

Stormwater Education is required by the federal and state governments, as we are a Municipal Separate Stormwater Sewer System (MS4) community.

The requested amount will cover salary and fringe for the position for the balance of the year.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution amending Capital Program as contained within the 2022 Chemung County Budget (Construction for WWTP Consolidation Project)

---

**Resolution #:** 22-298  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

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

CCSD seeks permission to amend the 2022 Capital Plan to include the construction costs for the proposed construction of the WWTP Consolidation Project (treatment plant and conveyances) estimated at \$211,200,000. CCSD also requests authorization to go out to bid for the WWTP Consolidation Project.

See attached detailed summary.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Resolution amending Capital Program as contained within the 2022 Chemung County Budget.pdf</a>	<a href="#">Resolution amending Capital Program as contained within the 2022 County Budget</a>	<a href="#">Cover Memo</a>	5/19/2022
<a href="#">Resolution amending Capital Program as contained within the 2022 Chemung County Budget.docx</a>	<a href="#">Resolution Amending Capital Program (word version)</a>	<a href="#">Cover Memo</a>	5/19/2022

Resolution amending Capital Program as contained within the 2022 Chemung County Budget  
(Construction for WWTP Consolidation Project)

CCSD seeks permission to amend the 2022 Capital Plan to include the construction costs for the proposed construction of the WWTP Consolidation Project (treatment plant and conveyances) estimated at \$211,200,000. CCSD also requests authorization to go out to bid for the WWTP Consolidation Project for the below contracts and their associated estimated costs. To meet with the NYSDEC compliance schedule, Contract 4A thru E must be bid in June 2022 so that a notice to proceed can be issued by November 1, 2022, in order to show start of construction per the compliance schedule in the permit.

3A UV Equipment Procurement: \$1.2M  
4A Regional WWTP – General: \$103M  
4B Influent Lift Stations – General: \$22M  
4C WWTP Consolidation – Plumbing: \$1M  
4D WWTP Consolidation – HVAC: \$8M  
4E WWTP Consolidation – Elec: \$44M  
5A Conveyances Construction: \$22M  
5B Gravity Sewer Rehab: \$6M  
5C SD1 Collection System Rehab: \$2.5M  
6A Lake St Demo: \$1.5M

The Capital Plan already includes engineering costs (design and construction services) along with the first two contracts for construction (Contract 1 – Admin Bldg HVAC Improvements and Contract 2 - Regional WWTP Construction – Earthwork). CCSD recommends that the 2022 Capital Plan be amended to include the remaining total project costs of \$211,200,000, realizing that these funds will not all be spent this year. Additionally, CCSD is working to finalize short term financing of the project through EFC's State Revolving Fund.

Resolution amending Capital Program as contained within the 2022 Chemung County Budget  
(Construction for WWTP Consolidation Project)

CCSD seeks permission to amend the 2022 Capital Plan to include the construction costs for the proposed construction of the WWTP Consolidation Project (treatment plant and conveyances) estimated at \$211,200,000. CCSD also requests authorization to go out to bid for the WWTP Consolidation Project for the below contracts and their associated estimated costs. To meet with the NYSDEC compliance schedule, Contract 4A thru E must be bid in June 2022 so that a notice to proceed can be issued by November 1, 2022, in order to show start of construction per the compliance schedule in the permit.

3A UV Equipment Procurement: \$1.2M  
4A Regional WWTP – General: \$103M  
4B Influent Lift Stations – General: \$22M  
4C WWTP Consolidation – Plumbing: \$1M  
4D WWTP Consolidation – HVAC: \$8M  
4E WWTP Consolidation – Elec: \$44M  
5A Conveyances Construction: \$22M  
5B Gravity Sewer Rehab: \$6M  
5C SD1 Collection System Rehab: \$2.5M  
6A Lake St Demo: \$1.5M

The Capital Plan already includes engineering costs (design and construction services) along with the first two contracts for construction (Contract 1 – Admin Bldg HVAC Improvements and Contract 2 - Regional WWTP Construction – Earthwork). CCSD recommends that the 2022 Capital Plan be amended to include the remaining total project costs of \$211,200,000, realizing that these funds will not all be spent this year. Additionally, CCSD is working to finalize short term financing of the project through EFC's State Revolving Fund.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing allocation of 2021 room tax collections as recommended by the Chemung County Hotel Tax Collection and Disbursement Committee

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**Resolution #:** 22-299  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

Attached are the recommendations from the Chemung County Hotel Tax Collection and Disbursement Committee. The recommendations for the funding are based on the 2021 collections by the Chemung County Treasurer's Office. Total amount for distribution after obligated funds of \$100,000 to the Clemens Center and \$103,000 to Chemung Canal Trust Company (First Arena), is \$373,338.00. Please see attached excel spreadsheet provided by the committee listing actual committee funding recommendations as well as organizational name. Members of the committee are as follows: Jennifer Herrick, David Sheen, David Manchester and Don Fisher.

Please refer to Resolution 19-582 for further details pertaining to the hotel tax collection and disbursement policy.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Organizational Funding 2022.pdf</a>	<a href="#">Organizational Funding</a>	<a href="#">Cover Memo</a>	5/12/2022

Full Legal Organizational Name:	Amount of funding being requested:	Committee Recommendations		
Chemung County Chamber of Commerce	\$ 232,570	\$ 230,575		
Chemung County Historical Society	\$ 5,000	\$ 5,000		
Cornell Cooperative Extension of Chemung County	\$ 15,000		Total For Distribution	\$576,338
Eldridge Park Carousel Preservation Society, Inc.	\$ 20,000	\$ 17,500	Clemens Center	\$100,000
Elmira Downtown Development, Inc.	\$ 5,000	\$ 5,000	First Arena	\$103,000
Finger Lakes Wine Country Tourism Marketing Association, Inc.	\$ 27,000			\$373,338
Finger Lakes Wine Country Tourism Marketing Association, Inc.	\$ 25,000			
Friends of the Chemung River Watershed	\$ 26,500	\$ 15,000		
Friends of the Elmira Civil War Prison Camp	\$ 30,000	\$ 20,000		
Harris Hill Soaring Corporation	\$ 2,500	\$ 2,500		
National Soaring Museum	\$ 20,000	\$ 10,000		
Tanglewood Community Nature Center, Inc.	\$ 15,000	\$ 15,000		
Town of Horseheads	\$ 14,000	\$ 12,000		
Wings of Eagles Discovery Center	\$ 12,000	\$ 12,000		
<b>Requested Nonmandated</b>	<b>\$ 449,570</b>			
After Contractual Commitments	\$ 373,338			
5% Admin (by Law)	\$ (28,816)			
PP AR Adj	\$ 54			
<b>Amount to Be Distributed</b>	<b>\$ 344,576</b>	<b>\$ 344,575</b>	<b>Total Distribution from Committee</b>	



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Edger Enterprises of Elmira, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 1 - General Trades Construction)

**Resolution #:** 22-300  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Requesting resolution authorizing a bid award to Edger Enterprises (Contract 1 - General Trades Construction) for RFB-2405, Airport Rescue & Firefighting Building Rehabilitation on behalf of the Elmira Corning Regional Airport. Edger's was low bid at \$397,000.

FAA-AIP funds pay 90%, NYS 5% and Local 5%.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">ARFF Bid Tab.pdf</a>	<a href="#">ARFF Bid Tab</a>	<a href="#">Cover Memo</a>	4/19/2022
<a href="#">ARFF Recommendations.pdf</a>	<a href="#">ARFF Recommendations</a>	<a href="#">Cover Memo</a>	4/19/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2405**  
**Airport Rescue & Firefighting Bldg Rehabilitation**

Bid Opening: April 1, 2022

Bidders:	Edger Enterprises	Streeter Assocs	Kimble Inc	Kimble Inc	AFT Mechanical	Schuler-Haas Electric Corp	John Mills Electric
Addendums 1&2	Received	Received	Received	Received	Received	Received	Received
Surety	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Contract 1 - General Trades Construction	397,000.00	455,000.00	no bid	no bid	no bid	no bid	no bid
Contract 2 - Plumbing Construction	no bid	no bid	87,200.00	no bid	no bid	no bid	no bid
Contract 3 - Mechanical (HVAC) Construction	no bid	no bid	no bid	197,200.00	157,499.00	no bid	no bid
Contract 4 - Electrical Construction	no bid	no bid	no bid	no bid	no bid	167,400.00	211,000.00



April 8, 2022

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

**Re: Construction Award Recommendation  
Elmira Corning Regional Airport  
Aircraft Rescue and Firefighting Building Rehabilitation  
FAA AIP No. 3-36-0026-078-2021  
Chemung County RFB-2405**

Dear Mr. Freeman:

Several bids for the above referenced project were received on April 1, 2022. A summary of the bids is listed below:

Contract 1 – General Trades Construction – Two bids were received with the low bid submitted by Edger Enterprises of Elmira Inc., 330 East 14<sup>th</sup> Street, Elmira Heights, NY 14903. The bid was as follows:

- |  |                     |
|--|---------------------|
| <b>1. Edger Enterprises of Elmira Inc.</b> | <b>\$397,000.00</b> |
| 2. Streeter Associates, Inc.               | \$455,000.00        |

Contract 2 – Plumbing Construction – One bid was received by Kimble Inc., 1004 Sullivan Street, Elmira, NY 14901. The bid was as follows:

- |                       |                    |
|-----------------------|--------------------|
| <b>1. Kimble Inc.</b> | <b>\$87,200.00</b> |
|-----------------------|--------------------|

Contract 3 – Mechanical (HVAC) Construction – Two bids were received with the low bid submitted by AFT Mechanical Inc., PO Box 145, Elmira, NY 14902. The bid was as follows:

- |                               |                     |
|-------------------------------|---------------------|
| <b>1. AFT Mechanical Inc.</b> | <b>\$157,499.00</b> |
| 2. Kimble Inc.                | \$197,200.00        |

Contract 4 – Electrical Construction – Two bids were received with the low bid submitted by Schuler-Haas Electric Corp., 240 Commerce Drive, Rochester, NY 14623. The bid was as follows:

- |                                |              |
|--------------------------------|--------------|
| 1. Schuler-Haas Electric Corp. | \$167,400.00 |
| 2. John Mills Electric, Inc.   | \$211,000.00 |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience, we are recommending award of the construction contracts as follows:

**Contract 1 – General Trades Construction - \$397,000.00**

Edger Enterprises of Elmira Inc.,  
330 East 14<sup>th</sup> Street  
Elmira Heights, NY 14903  
Phone: (607) 733-9664  
Fax: (607) 733-3951

**Contract 2 – Plumbing Construction - \$87,200.00**

Kimble Inc.  
1004 Sullivan Street  
Elmira, NY 14901  
Phone: (607) 734-4123  
Fax: (607) 734-4199

**Contract 3 – Mechanical (HVAC) Construction - \$157,499.00**

AFT Mechanical Inc.  
PO Box 145  
Elmira, NY 14902  
Phone: (607) 734-1118  
Fax: (607) 734-5090

**Contract 4 – Electrical Construction - \$167,400.00**

Schuler-Haas Electric Corp.  
240 Commerce Drive  
Rochester, NY 14623  
Phone: (585) 325-1060  
Fax: (585) 325-3101

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,  
**McFarland-Johnson, Inc.**

A handwritten signature in black ink, appearing to read 'DAS', is positioned above the printed name.

Devin A. Shapley, P.E.  
Project Engineer

Enclosures

cc: Matthew Brown (ELM)  
Jeff Wood (MJ)  
Kelli Walters (MJ)

<b>Elmira Corning Regional Airport - Horseheads, NY</b>								
<b>Aircraft Rescue and Firefighting Building Rehabilitation</b>		McFarland-Johnson, Inc.	Enterprises of Elmira Inc.	Streeter Associates, Inc.	Kimble Inc.	AFT Mechanical Inc.	Schuler-Haas Electric Corp.	John Mills Electric Inc.
Friday, April 1, 2022 FAA AIP 3-36-0026-078-2021 Chemung County RFB-2405 MJ Project No. 18302.18		49 Court Street, Suite 240 Binghamton, NY 13901	330 East 14th Street Elmira Heights, NY 14903	101 E. Woodlawn Ave. Elmira, NY 14902	1004 Sullivan Street Elmira, NY 14901	PO Box 145 Elmira, NY 14902	240 Commerce Drive Rochester, NY 14623	1836 Grand Central Ave. Elmira Heights, NY 14903
Item No.	Description	Engineer's Estimate Price	Contractor 1 Price	Contractor 2 Price	Contractor 3 Price	Contractor 4 Price	Contractor 5 Price	Contractor 6 Price
<b>CONTRACT 1 - GENERAL TRADES CONSTRUCTION</b>								
1	BASE BID	\$ 1,013,600.00	\$ 397,000.00	\$ 455,000.00	-	-	-	-
<b>CONTRACT 2 - PLUMBING CONSTRUCTION</b>								
1	BASE BID	\$ 62,800.00	-	-	\$ 87,200.00	-	-	-
<b>CONTRACT 3 - MECHANICAL (HVAC) CONSTRUCTION</b>								
1	BASE BIDB	\$ 235,300.00	-	-	\$ 197,200.00	\$ 157,499.00	-	-
<b>CONTRACT 4 - ELECTRICAL CONSTRUCTION</b>								
1	BASE BID	\$ 229,700.00	-	-	-	-	\$ 167,400.00	\$ 211,000.00

  
Devin A. Shapley, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and that the bids received have been reviewed thoroughly.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Kimble, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 2 - Plumbing Construction)

**Resolution #:** 22-301  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Requesting a resolution authorizing the bid award to Kimble, Inc. (Contract 2 - Plumbing Construction) for RFB-2405 Airport Rescue & Firefighting Building Rehabilitation on behalf of the Elmira Corning Regional Airport. Kimble's bid is \$87,200.

FAA-AIP funds pay 95%, NYS 5% and Local 5%.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">ARFF Bid Tab.pdf</a>	<a href="#">ARFF Bid Tab</a>	<a href="#">Cover Memo</a>	4/19/2022
<a href="#">ARFF Recommendations.pdf</a>	<a href="#">ARFF Recommendations</a>	<a href="#">Cover Memo</a>	4/19/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2405**  
**Airport Rescue & Firefighting Bldg Rehabilitation**

Bid Opening: April 1, 2022

Bidders:	Edger Enterprises	Streeter Assocs	Kimble Inc	Kimble Inc	AFT Mechanical	Schuler-Haas Electric Corp	John Mills Electric
Addendums 1&2	Received	Received	Received	Received	Received	Received	Received
Surety	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Contract 1 - General Trades Construction	397,000.00	455,000.00	no bid	no bid	no bid	no bid	no bid
Contract 2 - Plumbing Construction	no bid	no bid	87,200.00	no bid	no bid	no bid	no bid
Contract 3 - Mechanical (HVAC) Construction	no bid	no bid	no bid	197,200.00	157,499.00	no bid	no bid
Contract 4 - Electrical Construction	no bid	no bid	no bid	no bid	no bid	167,400.00	211,000.00



April 8, 2022

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

**Re: Construction Award Recommendation  
Elmira Corning Regional Airport  
Aircraft Rescue and Firefighting Building Rehabilitation  
FAA AIP No. 3-36-0026-078-2021  
Chemung County RFB-2405**

Dear Mr. Freeman:

Several bids for the above referenced project were received on April 1, 2022. A summary of the bids is listed below:

Contract 1 – General Trades Construction – Two bids were received with the low bid submitted by Edger Enterprises of Elmira Inc., 330 East 14<sup>th</sup> Street, Elmira Heights, NY 14903. The bid was as follows:

- |                                     |                     |
|-------------------------------------|---------------------|
| 1. Edger Enterprises of Elmira Inc. | <b>\$397,000.00</b> |
| 2. Streeter Associates, Inc.        | \$455,000.00        |

Contract 2 – Plumbing Construction – One bid was received by Kimble Inc., 1004 Sullivan Street, Elmira, NY 14901. The bid was as follows:

- |                |                    |
|----------------|--------------------|
| 1. Kimble Inc. | <b>\$87,200.00</b> |
|----------------|--------------------|

Contract 3 – Mechanical (HVAC) Construction – Two bids were received with the low bid submitted by AFT Mechanical Inc., PO Box 145, Elmira, NY 14902. The bid was as follows:

- |                        |                     |
|------------------------|---------------------|
| 1. AFT Mechanical Inc. | <b>\$157,499.00</b> |
| 2. Kimble Inc.         | \$197,200.00        |

Contract 4 – Electrical Construction – Two bids were received with the low bid submitted by Schuler-Haas Electric Corp., 240 Commerce Drive, Rochester, NY 14623. The bid was as follows:

- |                                |              |
|--------------------------------|--------------|
| 1. Schuler-Haas Electric Corp. | \$167,400.00 |
| 2. John Mills Electric, Inc.   | \$211,000.00 |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience, we are recommending award of the construction contracts as follows:

**Contract 1 – General Trades Construction - \$397,000.00**

Edger Enterprises of Elmira Inc.,  
330 East 14<sup>th</sup> Street  
Elmira Heights, NY 14903  
Phone: (607) 733-9664  
Fax: (607) 733-3951

**Contract 2 – Plumbing Construction - \$87,200.00**

Kimble Inc.  
1004 Sullivan Street  
Elmira, NY 14901  
Phone: (607) 734-4123  
Fax: (607) 734-4199

**Contract 3 – Mechanical (HVAC) Construction - \$157,499.00**

AFT Mechanical Inc.  
PO Box 145  
Elmira, NY 14902  
Phone: (607) 734-1118  
Fax: (607) 734-5090

**Contract 4 – Electrical Construction - \$167,400.00**

Schuler-Haas Electric Corp.  
240 Commerce Drive  
Rochester, NY 14623  
Phone: (585) 325-1060  
Fax: (585) 325-3101

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,  
**McFarland-Johnson, Inc.**

A handwritten signature in black ink, appearing to read 'DAS', is positioned above the printed name.

Devin A. Shapley, P.E.  
Project Engineer

Enclosures

cc: Matthew Brown (ELM)  
Jeff Wood (MJ)  
Kelli Walters (MJ)

<b>Elmira Corning Regional Airport - Horseheads, NY</b> <b>Aircraft Rescue and Firefighting Building Rehabilitation</b> Friday, April 1, 2022 FAA AIP 3-36-0026-078-2021 Chemung County RFB-2405 MJ Project No. 18302.18		McFarland-Johnson, Inc. 49 Court Street, Suite 240 Binghamton, NY 13901	Enterprises of Elmira Inc. 330 East 14th Street Elmira Heights, NY 14903	Streeter Associates, Inc. 101 E. Woodlawn Ave. Elmira, NY 14902	Kimble Inc. 1004 Sullivan Street Elmira, NY 14901	AFT Mechanical Inc. PO Box 145 Elmira, NY 14902	Schuler-Haas Electric Corp. 240 Commerce Drive Rochester, NY 14623	John Mills Electric Inc. 1836 Grand Central Ave. Elmira Heights, NY 14903
Item No.	Description	Engineer's Estimate Price	Contractor 1 Price	Contractor 2 Price	Contractor 3 Price	Contractor 4 Price	Contractor 5 Price	Contractor 6 Price
<b>CONTRACT 1 - GENERAL TRADES CONSTRUCTION</b>								
1	BASE BID	\$ 1,013,600.00	\$ 397,000.00	\$ 455,000.00	-	-	-	-
<b>CONTRACT 2 - PLUMBING CONSTRUCTION</b>								
1	BASE BID	\$ 62,800.00	-	-	\$ 87,200.00	-	-	-
<b>CONTRACT 3 - MECHANICAL (HVAC) CONSTRUCTION</b>								
1	BASE BIDB	\$ 235,300.00	-	-	\$ 197,200.00	\$ 157,499.00	-	-
<b>CONTRACT 4 - ELECTRICAL CONSTRUCTION</b>								
1	BASE BID	\$ 229,700.00	-	-	-	-	\$ 167,400.00	\$ 211,000.00

  
 \_\_\_\_\_  
 Devin A. Shapley, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and  
 that the bids received have been reviewed thoroughly.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution awarding bid to AFT Mechanical, Inc. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 3 - Mechanical [HVAC] Construction)

---

**Resolution #:** 22-302  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Request resolution authorizing the bid award to AFT Mechanical (Contract 3 - Mechanical (HVAC) Construction) for RFB -2405 Airport Rescue & Firefighting Building Rehabilitation on behalf of the Elmira Corning Regional Airport. AFT was low bid at \$157,499.

FAA-AIP funds pay 95%, NYS 5% and Local 5%

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">ARFF Bid Tab.pdf</a>	<a href="#">ARFF Bid Tab</a>	<a href="#">Cover Memo</a>	4/19/2022
<a href="#">ARFF Recommendations.pdf</a>	<a href="#">ARFF Recommendations</a>	<a href="#">Cover Memo</a>	4/19/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2405**  
**Airport Rescue & Firefighting Bldg Rehabilitation**

Bid Opening: April 1, 2022

Bidders:	Edger Enterprises	Streeter Assocs	Kimble Inc	Kimble Inc	AFT Mechanical	Schuler-Haas Electric Corp	John Mills Electric
Addendums 1&2	Received	Received	Received	Received	Received	Received	Received
Surety	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Contract 1 - General Trades Construction	397,000.00	455,000.00	no bid	no bid	no bid	no bid	no bid
Contract 2 - Plumbing Construction	no bid	no bid	87,200.00	no bid	no bid	no bid	no bid
Contract 3 - Mechanical (HVAC) Construction	no bid	no bid	no bid	197,200.00	157,499.00	no bid	no bid
Contract 4 - Electrical Construction	no bid	no bid	no bid	no bid	no bid	167,400.00	211,000.00



April 8, 2022

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

**Re: Construction Award Recommendation  
Elmira Corning Regional Airport  
Aircraft Rescue and Firefighting Building Rehabilitation  
FAA AIP No. 3-36-0026-078-2021  
Chemung County RFB-2405**

Dear Mr. Freeman:

Several bids for the above referenced project were received on April 1, 2022. A summary of the bids is listed below:

Contract 1 – General Trades Construction – Two bids were received with the low bid submitted by Edger Enterprises of Elmira Inc., 330 East 14<sup>th</sup> Street, Elmira Heights, NY 14903. The bid was as follows:

- |  |                     |
|--|---------------------|
| <b>1. Edger Enterprises of Elmira Inc.</b> | <b>\$397,000.00</b> |
| 2. Streeter Associates, Inc.               | \$455,000.00        |

Contract 2 – Plumbing Construction – One bid was received by Kimble Inc., 1004 Sullivan Street, Elmira, NY 14901. The bid was as follows:

- |                       |                    |
|-----------------------|--------------------|
| <b>1. Kimble Inc.</b> | <b>\$87,200.00</b> |
|-----------------------|--------------------|

Contract 3 – Mechanical (HVAC) Construction – Two bids were received with the low bid submitted by AFT Mechanical Inc., PO Box 145, Elmira, NY 14902. The bid was as follows:

- |                               |                     |
|-------------------------------|---------------------|
| <b>1. AFT Mechanical Inc.</b> | <b>\$157,499.00</b> |
| 2. Kimble Inc.                | \$197,200.00        |

Contract 4 – Electrical Construction – Two bids were received with the low bid submitted by Schuler-Haas Electric Corp., 240 Commerce Drive, Rochester, NY 14623. The bid was as follows:

- |                                |              |
|--------------------------------|--------------|
| 1. Schuler-Haas Electric Corp. | \$167,400.00 |
| 2. John Mills Electric, Inc.   | \$211,000.00 |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience, we are recommending award of the construction contracts as follows:

**Contract 1 – General Trades Construction - \$397,000.00**

Edger Enterprises of Elmira Inc.,  
330 East 14<sup>th</sup> Street  
Elmira Heights, NY 14903  
Phone: (607) 733-9664  
Fax: (607) 733-3951

**Contract 2 – Plumbing Construction - \$87,200.00**

Kimble Inc.  
1004 Sullivan Street  
Elmira, NY 14901  
Phone: (607) 734-4123  
Fax: (607) 734-4199

**Contract 3 – Mechanical (HVAC) Construction - \$157,499.00**

AFT Mechanical Inc.  
PO Box 145  
Elmira, NY 14902  
Phone: (607) 734-1118  
Fax: (607) 734-5090

**Contract 4 – Electrical Construction - \$167,400.00**

Schuler-Haas Electric Corp.  
240 Commerce Drive  
Rochester, NY 14623  
Phone: (585) 325-1060  
Fax: (585) 325-3101

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,  
**McFarland-Johnson, Inc.**

A handwritten signature in black ink, appearing to read 'DAS', is positioned above the printed name.

Devin A. Shapley, P.E.  
Project Engineer

Enclosures

cc: Matthew Brown (ELM)  
Jeff Wood (MJ)  
Kelli Walters (MJ)

<b>Elmira Corning Regional Airport - Horseheads, NY</b>								
<b>Aircraft Rescue and Firefighting Building Rehabilitation</b>		McFarland-Johnson, Inc.	Enterprises of Elmira Inc.	Streeter Associates, Inc.	Kimble Inc.	AFT Mechanical Inc.	Schuler-Haas Electric Corp.	John Mills Electric Inc.
Friday, April 1, 2022 FAA AIP 3-36-0026-078-2021 Chemung County RFB-2405 MJ Project No. 18302.18		49 Court Street, Suite 240 Binghamton, NY 13901	330 East 14th Street Elmira Heights, NY 14903	101 E. Woodlawn Ave. Elmira, NY 14902	1004 Sullivan Street Elmira, NY 14901	PO Box 145 Elmira, NY 14902	240 Commerce Drive Rochester, NY 14623	1836 Grand Central Ave. Elmira Heights, NY 14903
Item No.	Description	Engineer's Estimate Price	Contractor 1 Price	Contractor 2 Price	Contractor 3 Price	Contractor 4 Price	Contractor 5 Price	Contractor 6 Price
<b>CONTRACT 1 - GENERAL TRADES CONSTRUCTION</b>								
1	BASE BID	\$ 1,013,600.00	\$ 397,000.00	\$ 455,000.00	-	-	-	-
<b>CONTRACT 2 - PLUMBING CONSTRUCTION</b>								
1	BASE BID	\$ 62,800.00	-	-	\$ 87,200.00	-	-	-
<b>CONTRACT 3 - MECHANICAL (HVAC) CONSTRUCTION</b>								
1	BASE BIDB	\$ 235,300.00	-	-	\$ 197,200.00	\$ 157,499.00	-	-
<b>CONTRACT 4 - ELECTRICAL CONSTRUCTION</b>								
1	BASE BID	\$ 229,700.00	-	-	-	-	\$ 167,400.00	\$ 211,000.00

  
Devin A. Shapley, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and that the bids received have been reviewed thoroughly.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Schuler-Haas Electric Corp. on behalf of the Elmira Corning Regional Airport (RFB-2405 - Airport Rescue & Firefighting Building Rehabilitation) (Contract 4- Electrical Construction)

**Resolution #:** 22-303  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

Requesting resolution authorizing bid award to Schuler-Haas Electric Corp (Contract 4 - Electrical Construction) for RFB-2405, Airport Rescue & Firefighting Building Rehabilitation. Schuler-Haas was low bid at \$167,400.

FAA-AIP funds pay 95%, NYS 5% and Local 5%

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">ARFF Bid Tab (003).pdf</a>	<a href="#">ARFF Bid</a>	<a href="#">Cover Memo</a>	4/19/2022
<a href="#">ARFF Recommendations (003).pdf</a>	<a href="#">ARFF Recommendations</a>	<a href="#">Cover Memo</a>	4/19/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2405**  
**Airport Rescue & Firefighting Bldg Rehabilitation**

Bid Opening: April 1, 2022

Bidders:	Edger Enterprises	Streeter Assocs	Kimble Inc	Kimble Inc	AFT Mechanical	Schuler-Haas Electric Corp	John Mills Electric
Addendums 1&2	Received	Received	Received	Received	Received	Received	Received
Surety	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Contract 1 - General Trades Construction	397,000.00	455,000.00	no bid	no bid	no bid	no bid	no bid
Contract 2 - Plumbing Construction	no bid	no bid	87,200.00	no bid	no bid	no bid	no bid
Contract 3 - Mechanical (HVAC) Construction	no bid	no bid	no bid	197,200.00	157,499.00	no bid	no bid
Contract 4 - Electrical Construction	no bid	no bid	no bid	no bid	no bid	167,400.00	211,000.00



April 8, 2022

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

**Re: Construction Award Recommendation  
Elmira Corning Regional Airport  
Aircraft Rescue and Firefighting Building Rehabilitation  
FAA AIP No. 3-36-0026-078-2021  
Chemung County RFB-2405**

Dear Mr. Freeman:

Several bids for the above referenced project were received on April 1, 2022. A summary of the bids is listed below:

Contract 1 – General Trades Construction – Two bids were received with the low bid submitted by Edger Enterprises of Elmira Inc., 330 East 14<sup>th</sup> Street, Elmira Heights, NY 14903. The bid was as follows:

- |  |                     |
|--|---------------------|
| <b>1. Edger Enterprises of Elmira Inc.</b> | <b>\$397,000.00</b> |
| 2. Streeter Associates, Inc.               | \$455,000.00        |

Contract 2 – Plumbing Construction – One bid was received by Kimble Inc., 1004 Sullivan Street, Elmira, NY 14901. The bid was as follows:

- |                       |                    |
|-----------------------|--------------------|
| <b>1. Kimble Inc.</b> | <b>\$87,200.00</b> |
|-----------------------|--------------------|

Contract 3 – Mechanical (HVAC) Construction – Two bids were received with the low bid submitted by AFT Mechanical Inc., PO Box 145, Elmira, NY 14902. The bid was as follows:

- |                               |                     |
|-------------------------------|---------------------|
| <b>1. AFT Mechanical Inc.</b> | <b>\$157,499.00</b> |
| 2. Kimble Inc.                | \$197,200.00        |

Contract 4 – Electrical Construction – Two bids were received with the low bid submitted by Schuler-Haas Electric Corp., 240 Commerce Drive, Rochester, NY 14623. The bid was as follows:

- |                                |              |
|--------------------------------|--------------|
| 1. Schuler-Haas Electric Corp. | \$167,400.00 |
| 2. John Mills Electric, Inc.   | \$211,000.00 |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience, we are recommending award of the construction contracts as follows:

**Contract 1 – General Trades Construction - \$397,000.00**

Edger Enterprises of Elmira Inc.,  
330 East 14<sup>th</sup> Street  
Elmira Heights, NY 14903  
Phone: (607) 733-9664  
Fax: (607) 733-3951

**Contract 2 – Plumbing Construction - \$87,200.00**

Kimble Inc.  
1004 Sullivan Street  
Elmira, NY 14901  
Phone: (607) 734-4123  
Fax: (607) 734-4199

**Contract 3 – Mechanical (HVAC) Construction - \$157,499.00**

AFT Mechanical Inc.  
PO Box 145  
Elmira, NY 14902  
Phone: (607) 734-1118  
Fax: (607) 734-5090

**Contract 4 – Electrical Construction - \$167,400.00**

Schuler-Haas Electric Corp.  
240 Commerce Drive  
Rochester, NY 14623  
Phone: (585) 325-1060  
Fax: (585) 325-3101

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,  
**McFarland-Johnson, Inc.**

A handwritten signature in black ink, appearing to read 'DAS', is positioned above the printed name.

Devin A. Shapley, P.E.  
Project Engineer

Enclosures

cc: Matthew Brown (ELM)  
Jeff Wood (MJ)  
Kelli Walters (MJ)

<b>Elmira Corning Regional Airport - Horseheads, NY</b> <b>Aircraft Rescue and Firefighting Building Rehabilitation</b> Friday, April 1, 2022 FAA AIP 3-36-0026-078-2021 Chemung County RFB-2405 MJ Project No. 18302.18		McFarland-Johnson, Inc. 49 Court Street, Suite 240 Binghamton, NY 13901	Enterprises of Elmira Inc. 330 East 14th Street Elmira Heights, NY 14903	Streeter Associates, Inc. 101 E. Woodlawn Ave. Elmira, NY 14902	Kimble Inc. 1004 Sullivan Street Elmira, NY 14901	AFT Mechanical Inc. PO Box 145 Elmira, NY 14902	Schuler-Haas Electric Corp. 240 Commerce Drive Rochester, NY 14623	John Mills Electric Inc. 1836 Grand Central Ave. Elmira Heights, NY 14903
Item No.	Description	Engineer's Estimate Price	Contractor 1 Price	Contractor 2 Price	Contractor 3 Price	Contractor 4 Price	Contractor 5 Price	Contractor 6 Price
<b>CONTRACT 1 - GENERAL TRADES CONSTRUCTION</b>								
1	BASE BID	\$ 1,013,600.00	\$ 397,000.00	\$ 455,000.00	-	-	-	-
<b>CONTRACT 2 - PLUMBING CONSTRUCTION</b>								
1	BASE BID	\$ 62,800.00	-	-	\$ 87,200.00	-	-	-
<b>CONTRACT 3 - MECHANICAL (HVAC) CONSTRUCTION</b>								
1	BASE BIDB	\$ 235,300.00	-	-	\$ 197,200.00	\$ 157,499.00	-	-
<b>CONTRACT 4 - ELECTRICAL CONSTRUCTION</b>								
1	BASE BID	\$ 229,700.00	-	-	-	-	\$ 167,400.00	\$ 211,000.00

  
 Devin A. Shapley, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and  
 that the bids received have been reviewed thoroughly.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution awarding bid to Bothar Construction and Suit-Kote on behalf of the Chemung County Department of Public Works (RFB-2427 Cold Milling (2022-2023))

---

**Resolution #:** 22-304  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

This agenda item seeks Executive and Legislative approval for contracts with Bothar Construction and Suit-Kote for cold milling of asphalt pavements. Please note Bothar is the awardee for the majority of the items. Suit-Kote will be the awardee for down cut milling, as they were the only bidder on this item. Attached for review is the bid tab; the bid tab and documents were provided to the law department.. While the bid was based on square yards or by the day pricing, we estimate County usage in the amount of \$70,000 this year. Other municipalities will be able to piggyback on this bid if desired. Please contact me with any questions. Thanks, Andy Avery

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of RFB-2427 Cold Milling Bid Tab.pdf</a>	<a href="#">RFB-2427 Cold Milling Bid Tab</a>	<a href="#">Cover Memo</a>	5/10/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2427 Cold Milling (2022-2023)**

Bid Opening: May 4, 2022 and May 6, 2022

<b>Bidders</b>	<b>Bothar Construction *</b>	<b>Suit-Kote</b>	<b>Donegal Construction Corp</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>

**Item C490.01U - Cold Milling Process Type A Cold Milling UPCUT**

**Option 1: Hauled and disposed of by the successful bidder.**

Thickness	SY	DAY	SY	DAY	SY	DAY
Under 2-in	\$0.85	\$5,100.00	NB	NB	NB	NB
2.1-in to 3.5-in	\$0.95	\$5,100.00	NB	NB	NB	NB
3.5-in to 5-in	\$1.00	\$5,100.00	NB	NB	NB	NB
Over 5.1-in	\$1.20	\$5,100.00	NB	NB	NB	NB

**Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site.**

Under 2-in	\$1.85	\$9,950.00	NB	NB	NB	NB
2.1-in to 3.5-in	\$1.95	\$9,950.00	NB	NB	NB	NB
3.5-in to 5-in	\$2.00	\$9,950.00	NB	NB	NB	NB
Over 5.1-in	\$2.20	\$9,950.00	NB	NB	NB	NB

**Hauled and stockpiled by the Owner.**

Under 2-in	\$0.85	\$5,100.00	NB	NB	\$0.65	\$5,400.00
2.1-in to 3.5-in	\$0.95	\$5,100.00	NB	NB	\$0.70	\$5,400.00
3.5-in to 5-in	\$1.00	\$5,100.00	NB	NB	\$0.75	\$5,400.00
Over 5.1-in	\$1.20	\$5,100.00	NB	NB	\$0.80	\$5,400.00

**Millings remain the property of the Owner (Sale price millings)**

Price to Owner (Unit Price Per Ton)	\$4.00	NB
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**Item C490.01D - Cold Milling Process Type B Cold Milling DOWNCUT**

**Option 1: Hauled and disposed of by the successful bidder.**

Thickness	SY	DAY	SY	DAY	SY	DAY
Under 2-in	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB

**Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site..**

Under 2-in	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB

**Hauled and stockpiled by the Owner.**

Under 2-in	NB	NB	\$1.00	\$6,000.00	NB	NB
2.1-in to 3.5-in	NB	NB	\$1.31	\$6,000.00	NB	NB
3.5-in to 5-in	NB	NB	\$1.63	\$6,000.00	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB

**Millings remain the property of the Owner (Sale price millings)**

Price to Owner (Unit Price Per Ton)	NB	NB
-------------------------------------	----	----

**Item C490.01M - Cold Milling Process Type C Micro Milling FLATCUT**

**Option 1: Hauled and disposed of by the successful bidder.**

Thickness	SY	DAY	SY	DAY	SY	DAY
Under 1/2-in	\$1.15	\$5,800.00	NB	NB	NB	NB
1/2-in to 1.0-in	\$1.15	\$5,800.00	NB	NB	NB	NB

**Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site..**

Under 1/2-in	\$2.15	\$9,950.00	NB	NB	NB	NB
1/2-in to 1.0-in	\$2.15	\$9,950.00	NB	NB	NB	NB

**Hauled and stockpiled by the Owner.**

Under 1/2-in	\$1.15	\$5,800.00	NB	NB	\$0.90	\$6,200.00
1/2-in to 1.0-in	\$1.15	\$5,800.00	NB	NB	\$0.90	\$6,200.00

**Millings remain the property of the Owner (Sale price millings)**

Price to Owner (Unit Price Per Ton)	\$4.00	NB
-------------------------------------	--------	----

\* need signature of Notary on Sexual Harrassment Form



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with W. W. Grainger, Inc. and WESCO on behalf of the Chemung County Department of Buildings and Grounds (LED Lighting Upgrade for DPW facility)

**Resolution #:** 22-305  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

Requesting resolution authorizing to go over the bid limit for LED lighting upgrade for the Dept. of Public Works, using NYS Contract PC68171 and PC68170 Environmentally Preferred Lighting, at a cost of \$20,000. Funding for this project is in the Capital Budget for \$20,000 if there is a price increase since the initial quotes were provided. There is sufficient funds in the DPW Building & Maintenance account 21-5130-50406.34

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Chemung County Public Works 2022 Capital Projects Plan.pdf</a>	<a href="#">DPW 2022 Capital Plan</a>	<a href="#">Cover Memo</a>	5/16/2022
<a href="#">NYS Contract Award Notification.pdf</a>	<a href="#">NYS Contract Award</a>	<a href="#">Cover Memo</a>	5/16/2022

Chemung County  
Capital Plan 2022  
Department of Public Works

<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	
Replace Ten Wheel Plow Truck	\$550,000	\$275,000	\$0	\$275,000	\$
Replace Fuel System Software and Chip Readers	\$15,000	\$0	\$0	\$15,000	\$
Replace Wheel Loader Unit	\$260,000	\$260,000	\$0	\$0	\$
Replace Variable Message Signs	\$45,000	\$0	\$0	\$45,000	\$
Replace Tow Behind Air Compressor	\$25,000	\$0	\$0	\$25,000	\$
Replace Wash Bay Walk Doors	\$12,000	\$0	\$0	\$12,000	\$
Upgrade All Interior & Exterior Lighting to LED	\$20,000	\$0	\$0	\$20,000	\$
Bridge and Culvert Maintenance	\$150,000	\$0	\$0	\$150,000	\$
Bridge and Culvert Construction Program	\$1,500,000	\$0	\$750,000	\$750,000	\$
Highway Maintenance and Operations	\$465,000	\$0	\$0	\$465,000	\$
Highway Preservation	\$700,000	\$0	\$0	\$700,000	\$
Highway Reconstruction	\$2,350,000	\$0	\$2,155,312	\$194,688	\$
Horseheads Connector Road	\$9,321,000	\$7,456,800	\$1,864,200	\$0	\$
Pennsylvania Ave over Seeley Creek Bridge Rehab Design	\$2,693,000	\$2,558,350	\$0	\$134,650	\$
Traffic Signal Project Phase 1	\$1,800,000	\$1,440,000	\$270,000	\$90,000	\$
Pedestrian Safety Action Plan	\$897,500	\$897,500	\$0	\$0	\$
William Street Parking Project	\$226,000	\$0	\$0	\$226,000	\$
North South Bicycle Friendly Corridor	\$245,000	\$196,000	\$0	\$49,000	\$
Transfer from fund to operating budget	\$0	\$0	\$0	\$0	\$
<b>Total</b>	<b>\$21,274,500</b>	<b>\$13,083,650</b>	<b>\$5,039,512</b>	<b>\$3,151,338</b>	<b>\$2</b>



**Office of  
General Services**

**Procurement  
Services**

Corning Tower Empire State Plaza Albany NY 12242 | <http://nyspro.ogs.ny.gov> | [customer.service@ogs.ny.gov](mailto:customer.service@ogs.ny.gov) | 518-474-6717

## Contract Award Notification

<b>Title :</b>	<b>Group 05400-- Environmentally Preferable Lighting</b> <b>Classification Code: 39</b>
<b>Award Number :</b>	<b><u>23083-GR</u></b>
<b>Contract Period :</b>	<b>Aug 13, 2018 to Aug 12, 2023</b>
<b>Bid Opening Date :</b>	<b>January 10, 2018</b>
<b>Date of Issue :</b>	<b>Aug 13, 2018</b>
<b>Specification Reference :</b>	<b>As Incorporated in The Solicitation</b>
<b>Contractor Information :</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name :</b> Jonathan Davis <b>Title :</b> Contract Management Specialist <b>Phone :</b> 518-473-5083 <b>E-mail :</b> <a href="mailto:Jonathan.Davis@ogs.ny.gov">Jonathan.Davis@ogs.ny.gov</a>	<b>Procurement Services Customer Services</b> <b>Phone :</b> 518-474-6717 <b>Fax :</b> 518-474-2437 <b>E-mail :</b> <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**Procurement Services values your input.**  
**Complete and return "Contract Performance Report" at the end of this document.**

### Description

This Award is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for the procurement of environmentally preferable lighting products. The intent is to offer Authorized Users a limited selection of environmentally preferable lighting products at competitive pricing that meet the NYS EO4 specifications for "Lighting Fixtures, Ballasts, and Lamps". Authorized users are only allowed to purchase from the awarded items.

**NOTE:** See individual contract items to determine actual awardees.

OGS Contract Number	Contractor & Address	Contact Information	Federal ID # NYS Vendor ID
PC68166 SDVOB	<b>American Veteran Enterprise Team LLC (AVET)</b> 1090 New Loudon Road STE A Cohoes, NY 12047	Jason L Ambrosino 518-212-7637 <a href="mailto:jasonambrosino@avetllc.com">jasonambrosino@avetllc.com</a>	Federal ID 47-4020868 NYS VIN 1100148721
PC68168 SBE	<b>GoodMart, LLC</b> 232 Madison Avenue, 3rd Floor New York, NY 10016	Thomas Dresdner 212-792-0210 x1003 <a href="mailto:thomas@goodmart.com">thomas@goodmart.com</a>	Federal ID 13-4276633 NYS VIN 1100053339
PC68169 SBE	<b>NectarLux, LLC d/b/a Nectar Partners</b> Syracuse Technology Garden, 235 Harrison Street Syracuse, NY 13202	Adam Lilien (315) 706-6257 <a href="mailto:adam@nectar-energy.com">adam@nectar-energy.com</a>	Federal ID 46-5126261 NYS VIN 1100200450
PC68170	<b>WESCO Distribution, Inc</b> 225 West Station Square Dr. Pittsburgh, PA 15219	Scott Schaffer 412-951-7755 <a href="mailto:sschaffer@wesco.com">sschaffer@wesco.com</a>	Federal ID 25-1723345 NYS VIN 1000008999
PC68171	<b>W.W. Grainger, Inc.</b> 100 Grainger Parkway Lake Forest, IL 60045	Christopher Morris 302-494-1894 <a href="mailto:christopher.morris@grainger.com">christopher.morris@grainger.com</a>	Federal ID 36-1150280 NYS VIN 1000009167

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES

**SMALL, MINORITY, WOMEN-OWNED BUSINESSES AND SERVICE DISABLED VETERAN BUSINESSES**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise and the letters DV indicate a Service Disabled Veteran Business.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS**

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bids to Matco Electric Corporation and Kimble, Inc. on behalf of the Chemung County Sewer Districts (RFB-2372 - CCSD WWTP Admin. Building HVAC Improvements)

**Resolution #:** 22-306  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

This agenda item requests approval to accept the below contractors as apparent low bidders for the HVAC improvements required in the Milton Street WWTP Administrative building. These improvements are required as part of the Wastewater Treatment Plant Consolidation Project. This part of the project will replace the existing HVAC system in the administrative building, improve ventilation in the treatment plant laboratory, and provide a secured room for the future SCADA system hardware needed with the plant upgrades. The bid # is RFB-2372 with a bid opening date of March 4, 2022. A total of 2 Electrical Contract bids and 2 HVAC Contract bids were received for the project and the apparent low bidders are as follows:

Contract No. 1A- Electrical- Matco Electric Corporation- \$887,500

Contract No. 1B- HVAC- Kimble, Inc. - \$1,472,400

See attached for bid tabulation and a letter from design engineer, Arcadis, on the bid recommendation. This work is budgeted for in the Consolidation Project.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2022.03.11 CCSD HVAC Admin Project Bid Rec Letter.pdf</a>	<a href="#">2022.03 11 CCSD HVAC Admin Project</a>	<a href="#">Cover Memo</a>	4/26/2022
<a href="#">Copy of RFB-2372 Administration Building HVAC Improvements.pdf</a>	<a href="#">RFB-2372 Admin Building HVAC</a>	<a href="#">Cover Memo</a>	4/26/2022

Alexandra Rennie, EIT  
Senior Wastewater Engineer  
Chemung County Sewer Districts  
600 Milton Street  
Elmira, NY 14904

Arcadis of New York, Inc.  
One Lincoln Center  
110 West Fayette Street  
Suite 300  
Syracuse  
New York 13202  
Phone: 315 446 9120  
Fax: 315 449 0017  
[www.arcadis.com](http://www.arcadis.com)

Date: March 11, 2022  
Our Ref: 30067314  
Subject: Administration Building HVAC Improvements  
Bid Award Recommendation Letter

Dear Ms. Rennie,

Bids for the Administration Building HVAC Improvements Project were received by the Chemung County Division of Purchase on March 4, 2022, for Contract No. 1A – Electrical and No. 1B – HVAC. A total of two Electrical Contract bids and two HVAC Contract bids were received for the project and the apparent low bidders are as follows:

Contract No.	Apparent Low Bidder	Total Bid Amount
1A	Matco Electric Corporation	\$887,500.00
1B	Kimble, Inc.	\$1,472,400.00

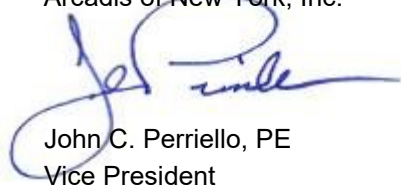
At the request of the County, Arcadis has reviewed the lump sum (stipulated) prices and the bid tabulation of each apparent low bidder. A complete bid tabulation for the bidders is attached to this letter.

The apparent low bidders were canvassed (see attached bid canvass forms) and no informalities were noted in the information Arcadis has received from County Purchasing.

Based on Arcadis' review of the bid package, bid canvass results, review of the bidder's work capabilities, and check of the New York State Department of Labor Debarment List, Arcadis sees no reason that the County should not award the contracts to Matco Electric Corporation (1A) and Kimble, Inc. (1B).

If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,  
Arcadis of New York, Inc.



John C. Perriello, PE  
Vice President

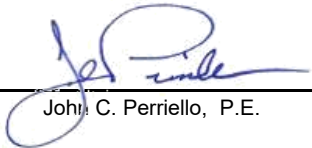
Email: [John.Perriello@arcadis.com](mailto:John.Perriello@arcadis.com)  
Direct Line: 315.671.9240

Ms. Rennie  
CCSD  
March 11, 2022

CC. Ann L. Overdorff, CCSD  
Tricia Wise, Chemung County Purchasing

CCSD Admin Building HVAC Improvements  
Bid Opening - March 4, 2022, 2:00 PM

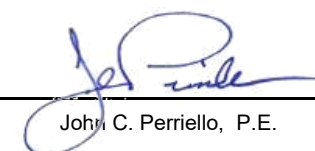
Contract 1A - Electrical									
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Matco Electric Corporation		John Mills Electric, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Electrical Lump Sum Bid Price	1	LS	\$989,057.00	\$989,057.00	\$837,500.00	\$837,500.00	\$840,790.00	\$840,790.00
B	Electrical Contingency Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID:				\$1,039,057.00		\$887,500.00		\$890,790.00	

  
John C. Perriello, P.E.

3/11/2022  
Date

**CCSD Admin Building HVAC Improvements  
Bid Opening - March 4, 2022, 2:00 PM**

Contract 1B - HVAC									
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Kimble, Inc.		Postler & Jaeckle Corp.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	HVAC Lump Sum Bid Price	1	LS	\$1,616,521.00	\$1,616,521.00	\$1,392,400.00	\$1,392,400.00	\$1,517,000.00	\$1,517,000.00
B	HVAC Contingency Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
TOTAL BASE BID:				\$1,696,521.00		\$1,472,400.00		\$1,597,000.00	

  
 John C. Perriello, P.E.

3/11/2022  
 Date

## BID CANVASS FORM

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**Owner: Chemung County Sewer Districts**  
**Project: WWTP Consolidation Project - Administration Building HVAC Improvements**  
**Contract No. 1A – Electrical**  
**March 4, 2022, 2:00 pm**

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**Bidder:** Matco Electric Corporation

**Canvassed by:** E. Williams

Item	Specification Reference	Description	Bid submitted satisfactory? (If NO, describe informality)
1	ITB 5.04	Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas.	YES
2	ITB 6.01	The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation.	YES
3	ITB 8.01	A Bid must be accompanied by Bid security as required in the Advertisement (00 11 13).	YES
4	ITB 12.01	All blanks on the Bid Form must be completed and the Bid Form signed in ink.	YES
5	ITB 12.01	Erasures or alterations must be initialed in ink by the person signing the Bid Form.	YES
6	ITB 12.01	A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.	YES
7	ITB 12.02	Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents	YES
8	ITB 12.02	The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical	YES
9	ITB 12.03	A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.	YES
10	ITB 12.04	A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown	N/A
11	ITB 12.05	A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.	N/A
12	ITB 12.06	A Bid by an individual must show the Bidder's name and official address.	N/A

Item	Specification Reference	Description	Bid submitted satisfactory? (If NO, describe informality)
13	ITB 12.07	A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown	N/A
14	ITB 12.08	All names must be printed in ink below the signatures.	YES (where indicated)
15	ITB 12.09	The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form	YES
16	ITB 12.1	Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.	YES
17	ITB 12.11	The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.	YES
18	ITB 12.12	If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.	YES
19	ITB 13.01	Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form	YES
20	ITB 13.02	For Contingency Allowances, the Bid Price must include the amount established by the Owner on the Bid Form	YES
21	ITB 14.02	A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.	YES
22	BF 2.01.B	Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids	YES
23	BF 2.01.C	00 45 13, Vendor Certification	YES
24	BF 2.01.D	00 45 14, Waiver of Immunity	YES
25	BF 2.01.E	00 45 15, Certification of Bidder Regarding Equal Employment Opportunity	YES
26	BF 2.01.F	00 45 16, Iranian Energy Divestment Certification	YES
27	BF 2.01.G	00 45 17, Bidder's Statement on Sexual Harassment	YES
28	BF 2.01.H	00 45 19, Non-collusive Bidding Certificate	YES
29	BF 2.01.I	00 45 21, Lobbying Certification	YES
30	BF 2.01.J	00 45 22, AIS Contractor Certification	YES

## BID CANVASS FORM

**Owner: Chemung County Sewer Districts**  
**Project: WWTP Consolidation Project - Administration Building HVAC Improvements**  
**Contract No. 1B – HVAC**  
**March 4, 2022, 2:00 pm**

**Bidder:** Kimble, Inc.  
**Canvassed by:** E. Williams

Item	Specification Reference	Description	Bid submitted satisfactory? (If NO, describe informality)
1	ITB 5.04	Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas.	YES
2	ITB 6.01	The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation.	YES
3	ITB 8.01	A Bid must be accompanied by Bid security as required in the Advertisement (00 11 13).	YES
4	ITB 12.01	All blanks on the Bid Form must be completed and the Bid Form signed in ink.	YES (Contractor License No. blank, but not required)
5	ITB 12.01	Erasures or alterations must be initialed in ink by the person signing the Bid Form.	YES
6	ITB 12.01	A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.	YES
7	ITB 12.02	Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents	YES
8	ITB 12.02	The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical	YES
9	ITB 12.03	A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.	YES
10	ITB 12.04	A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown	N/A
11	ITB 12.05	A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.	N/A
12	ITB 12.06	A Bid by an individual must show the Bidder's name and official address.	N/A

Item	Specification Reference	Description	Bid submitted satisfactory? (If NO, describe informality)
13	ITB 12.07	A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown	N/A
14	ITB 12.08	All names must be printed in ink below the signatures.	YES (where indicated)
15	ITB 12.09	The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form	YES
16	ITB 12.1	Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.	YES
17	ITB 12.11	The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.	YES
18	ITB 12.12	If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.	N/A
19	ITB 13.01	Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form	YES
20	ITB 13.02	For Contingency Allowances, the Bid Price must include the amount established by the Owner on the Bid Form	YES
21	ITB 14.02	A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.	YES
22	BF 2.01.B	Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids	YES
23	BF 2.01.C	00 45 13, Vendor Certification	YES
24	BF 2.01.D	00 45 14, Waiver of Immunity	YES
25	BF 2.01.E	00 45 15, Certification of Bidder Regarding Equal Employment Opportunity	YES
26	BF 2.01.F	00 45 16, Iranian Energy Divestment Certification	YES
27	BF 2.01.G	00 45 17, Bidder's Statement on Sexual Harassment	YES
28	BF 2.01.H	00 45 19, Non-collusive Bidding Certificate	YES
29	BF 2.01.I	00 45 21, Lobbying Certification	YES
30	BF 2.01.J	00 45 22, AIS Contractor Certification	YES

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT  
RFB-2372 Administration Building HVAC Improvements**

Bid Opening: March 4, 2022

<b>Bidder</b>	<b>Matco Electrical Corporation</b>	<b>John Mills Electric</b>	<b>Postler and Jaeckle Corp</b>	<b>Kimble Inc*</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Addendum #1,#2, and #3</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>
BASE Bid-HVAC	N/B	N/B	\$1,517,000.00	\$1,392,400.00
HVAC Contingency Allowance	N/B	N/B	\$80,000.00	\$80,000.00
<b>TOTAL of all Lump Sums</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,597,000.00</b>	<b>\$1,472,400.00</b>
Base Bid - Electrical Contract	\$837,500.00	\$840,790.00	N/B	N/B
Alternate #1A Electrical Contingency Allowance	\$50,000.00	\$50,000.00	N/B	N/B
<b>TOTAL of all Lump Sums</b>	<b>\$887,500.00</b>	<b>\$890,790.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*Lobbying and AIS contracting Cert



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Bothar Construction, LLC on behalf of the Chemung County Sewer Districts (RFB-2403 - WWTP Site Preparation Contract 2)

**Resolution #:** 22-307  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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

This agenda item requests authorization to award the bid for earthwork at the Milton Street WWTP to Bothar Construction LLC., the apparent low bidder, at a bid price of \$1,227,769.00. Bid tabulation is attached. The purpose of this contract is to preload the area of the two new trickling filters prior to construction of the WWTP Consolidation Project. Geotechnical investigation onsite revealed a compressible clay layer located under where the proposed new trickling filters will go. This site work will allow the brought in fill and compressible clay layer the needed 6 months of settlement so that it does not settle unevenly and cause the new structures to shift after they are constructed. Due to the tight compliance deadline set by the DEC to complete the consolidation project and possibility of large fines if we do not meet schedule, it is imperative that this makes the May Multi Services meeting.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2022.05.05 CCSD Site Prep Bid Rec Letter.pdf</a>	<a href="#">2022.05.05 CCSD Site Prep Bid Rec Letter</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Copy of RFB-2403 WWTP Consolidation Project Contract 2 Bid Tab.pdf</a>	<a href="#">RFB-2403 WWTP Consolidation Project Contract</a>	<a href="#">Cover Memo</a>	5/10/2022

Alexandra Rennie  
Acting Executive Director  
Chemung County Sewer Districts  
600 Milton Street  
Elmira, NY 14904

Arcadis of New York, Inc.  
One Lincoln Center  
110 West Fayette Street  
Suite 300  
Syracuse  
New York 13202  
Phone: 315 446 9120  
Fax: 315 449 0017  
[www.arcadis.com](http://www.arcadis.com)

Date: May 5, 2022  
Our Ref: 30067314  
Subject: Regional WWTP Site Preparation, Contract 2  
Bid Award Recommendation Letter

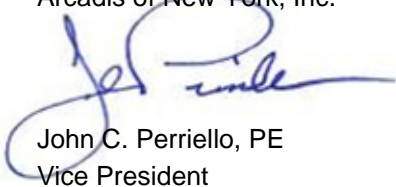
Dear Ms. Rennie,

Bids for the Regional WWTP Site Preparation, Contract 2 were received by the Chemung County-City of Elmira Purchasing Department on April 29, 2022. Four bids were received. The low bid was submitted by Bothar Construction, LLC for a total lump sum price of \$1,227,769.00.

Arcadis reviewed the scanned versions of the bid forms provided by Chemung County and contacted the apparent low bidder to confirm that they were comfortable with their bid. Based on our review of the scanned bid documents and a check of the New York State Department of Labor Debarment List, Arcadis is not aware of any informalities or other reasons not to award the contract to Bothar Construction, LLC.

If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,  
Arcadis of New York, Inc.



John C. Perriello, PE  
Vice President

Email: [John.Perriello@arcadis.com](mailto:John.Perriello@arcadis.com)  
Direct Line: 315.671.9240

CC. Ann L. Overdorff, CCSD  
Tricia Wise, Chemung County Purchasing  
Jeff Wilkes, PE, Arcadis

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2403**  
**WWTP Site Preparation Contract 2**

Bid Opening: April 29, 2022

<b>Bidders:</b>	<b>RB Robinson Contracting Inc.*</b>	<b>Edgar Enterprises Inc.</b>	<b>Wenzel Landscaping LLC</b>	<b>Bothar Construction LLC.</b>
<b>Addendums 1&amp;2</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Contract 2: Regional WWTP Site Preparation Lump Sum Bid Price</b>	<b>1,547,797.00</b>	<b>1,375,000.00</b>	<b>2,433,460.00</b>	<b>1,177,769.00</b>
<b>Contingency Allowance</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>
<b>Total of All Lump Sum</b>	<b>\$1,597,797.00</b>	<b>\$1,425,000.00</b>	<b>\$2,483,460.00</b>	<b>\$1,227,769.00</b>

\* Did not answer question 2A on EEO form



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution confirming the designation of the Chemung County Public Defender

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**Resolution #:** 22-308  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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

Resolution confirming the appointment of Jennifer LaBeau as Chemung County Public Defender, pursuant to Article 22, Section 2201 of the Chemung County Charter, at an annual salary of \$106,000.

This appointment serves at the pleasure of the County Executive.

Jennifer LaBeau  
965 West Church Street  
Elmira, NY 14905

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Jennifer LaBeau Resume.pdf</a>	<a href="#">Resume</a>	<a href="#">Cover Memo</a>	4/22/2022

# JENNIFER R. LABEAU, ESQ.

965 West Church St., Apt. B  
Elmira, NY 14905

(734) 626-3082  
jlabeau@elon.edu

## LICENSURE

New York State Bar, July 2017; Registration #: 5589338

## EXPERIENCE

**CHEMUNG COUNTY PUBLIC DEFENDER'S OFFICE, Elmira, NY** July 2021 Present  
*Assistant Public Defender in Charge*

Responsible for ensuring coverage in all courts for the office. Coordinate with the County Attorney's office for budget and disciplinary needs. Manage the office and address any issues with all Courts and various staff members.

**CHEMUNG COUNTY PUBLIC DEFENDER'S OFFICE, Elmira, NY** January 2020 Present  
*Assistant Public Defender*

Represent clients charged with felonies in both the lower courts and County Court. Handle cases from arraignment, preliminary hearing, indictment, hearings, and resolution. Defend clients charged with misdemeanors and unindicted felonies in several local town and village courts as part of my caseload.

**MONROE COUNTY PUBLIC DEFENDER'S OFFICE, Rochester, NY** September 2019 January 2020  
*Assistant Public Defender*

Defended clients charged with mostly misdemeanors in town and village courts. Prepared motions in pending matters and participated in several evidentiary hearings. Took matters to trial, including bench trials. Attended trainings offered by the office.

**CHEMUNG COUNTY PUBLIC ADVOCATE'S OFFICE, Elmira, NY** January 2018 September 2019  
*Assistant Public Advocate*

Advocated for clients in family court for custody, visitation, and neglect charges. Defended clients in criminal matters including arraignment procedures, preliminary hearings, motions, and pleas. Prepared motions and responses in pending litigation matters. Met with clients to discuss their needs for the case, explained any legal terms, and described court proceedings.

**GUILFORD COUNTY PUBLIC DEFENDER'S OFFICE, High Point, NC** September 2016 – December 2016  
*Legal Intern*

Defended clients in criminal matters pursuant to a third-year practice certificate. Assisted in District and Superior court. Handled continuances and communicated with clients regarding case status, including jail visits to discuss pending motions. Conducted legal research, drafted motions to suppress and other related documents in preparation for trial.

## EDUCATION

**ELON UNIVERSITY SCHOOL OF LAW, J.D.** May 2017

Rank: 17

Leadership: *Elon Law Review*, Membership Editor; Moot Court Board Member; Administrative and Academic Research Assistant to the Dean and various Professors

**GRAND VALLEY STATE UNIVERSITY, B.S., Political Science** April 2014



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution re-creating Assistant District Attorney position on behalf of the Chemung County District Attorney's Office

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**Resolution #:** 22-309  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

---

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

Requesting a resolution to recreate one (1) permanent Assistant District Attorney on behalf of the District Attorney's Office, due to the resignation of KH.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating Assistant Public Advocate position on behalf of Chemung County Public Advocate

---

**Resolution #:** 22-310  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

---

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

Requesting to re-create the Assistant Public Advocate position upon the resignation of SG at the end of May 2022.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating Public Works Specialist I/II position on behalf of the Chemung County Department of Public Works

**Resolution #:** 22-311  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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

This item requests the recreation of (1) PWS I/II position left vacant at the City's DPW Shop after a resignation (KB). The PWS I position is a training position which automatically converts to a PWS II position after successful completion of probation and training (1-year.)

The minimum qualifications and job duties are listed in the attached job descriptions. Of import, the PWS-I requires a CDL-B permit (CDL license within a year), while the PWS-II requires the CDL-B license at hire and a tanker endorsement within 3 months.

This is a budgeted position; funding is available. It is most likely this position will be filled by a candidate who is not currently a County or DPW employee. (We have 2 eligible staff, currently Laborers, but they are not interested.) Listed is the pay range for a new hire (New Hire Schedule A-2).

Please contact me with any questions.

Thanks,  
Andy Avery

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Public Works Specialist II (6-20-18).pdf</a>	<a href="#">Public Works Specialist II</a>	<a href="#">Cover Memo</a>	4/22/2022
<a href="#">Public Works Specialist I 20180703.pdf</a>	<a href="#">Public Works Specialist I</a>	<a href="#">Cover Memo</a>	4/22/2022

## **PUBLIC WORKS SPECIALIST II**

**Department:** City of Elmira, Chemung County  
**Classification:** Non-Competitive (Approved for Chemung County by NYSCS on 04/18/2017)  
**Adopted:** February 4, 1991  
**Revised:** 05/06/1991; 12/06/2011 (Public Services Specialist II); 06/02/2015;  
10/06/2015; 04/05/2016; 07/03/2018  
**By:** Regional Civil Service Commission

**DISTINGUISHING FEATURES OF THE CLASS:** This working position is responsible for leading and participating in the maintenance, construction and operation of a municipal public works system. Requires good working knowledge of the skilled and unskilled public works trades such as construction and maintenance of utilities, streets, sidewalks, curbs, bridges, structures, signs and signals. This position requires skilled operation and general maintenance of equipment such as dump trucks, snow plows, rollers, packers, loaders, and various types of construction equipment. General instructions are received for work assignments from the division supervisor(s), permitting some independent judgment to be exercised in the planning of technical details. Detailed instructions are received for difficult or unusual work assignments. Work is reviewed upon completion or through periodic spot checks. Functional supervision is exercised, as required, over the work of subordinate maintenance and laboring personnel. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- May supervise and direct work of others in performance of work activities;
- Leads and participates in construction, maintenance and repair of public works infrastructure including raking, tamping, shoveling, loading/unloading of asphalt, placing cold patch and bulk construction materials, excavation and back filling for all types of public services;
- Leads and participates in removal of debris, snow, ice, leaves, trash, etc. from streets parking areas, sidewalks, cutting brush and trees;
- Performs unskilled and semi-skilled tasks in connection with the maintenance and repair of streets, bridges, culverts, catch basins, basins, storm water pipes and sewer pipes;
- Operates all public services types of equipment in connection with removal of snow, transportation of solid waste and bulk materials, construction, utility maintenance, trimming, planting and removal of trees and street construction, maintenance and paving and including preventative maintenance of equipment, utilities and facilities used/operated in public services.
- Performs traffic control for all types of work activities.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good working knowledge of the common practices, tools, terminology and safety precautions of the mechanical and construction trades; proficiency in the operation and maintenance of specialized equipment; understanding of the principles and procedures relating to operation and maintenance of a public services system; good general intelligence; good observational skills; ability to understand and follow oral and written instructions; willingness to perform manual labor; willingness to work in adverse weather; mechanical aptitude; dependability; ability to get along well with others; good hand and eye coordination; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Graduation from high school or possession of a high school equivalency diploma and **either:**

- (A) Successful completion of one year of training as a Public Works Specialist I with the Chemung County Department of Public Works; **or**
- (B) Graduation from a regionally accredited or New York State registered college with an Associate's Degree in Occupational Studies in a construction industry or heavy equipment operation; **or**
- (C) Completion of a BOCES (or equivalent) training program in a construction industry or heavy equipment operation; and six (6) months full time paid experience which includes tasks defined in the Typical Work Activities above; **or**
- (D) Twelve (12) months of full time paid experience working for a Public Works Department, in the construction industry including tasks defined in Typical Work Activities above; or regular operation of agricultural or construction equipment; **or**
- (E) An equivalent combination of the experience as described in (A), (B) or (C).

**SPECIAL REQUIREMENT:** Possession of a Class B Commercial Driver's License at time of appointment. Must complete tanker endorsement within 3 months of appointment. Class B license must be maintained throughout appointment in this title.

## **PUBLIC WORKS SPECIALIST I**

**Department:** City of Elmira, Chemung County  
**Classification:** Non-Competitive (Approved by NYS 04/18/2017 for use by Chemung County)  
**Adopted:** 02/04/1991  
**Revised:** 05/06/1991; 12/06/2011 (Public Services Specialist I); 10/06/2015; 01/05/2016; 04/05/2016; 07/03/2018  
**By:** Regional Civil Service Commission

**DISTINGUISHING FEATURES OF THE CLASS:** This is a trainee position with the responsibility for learning and participating in the duties and routines required in the maintenance, construction and operation of a municipal public services system. The trainee is selected on the basis of general intelligence, basic knowledge of the skilled and unskilled public services trades such as construction and maintenance of utilities, streets, sidewalks, curbs, bridges, structures, signs and signals. The trainee undergoes on-the-job training to become qualified as a Public Works Specialist II. Term of appointment is limited to one year, during which time the trainee is required to satisfactorily complete the necessary training and experience requirements for appointment as a Public Works Specialist II. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- Raking, tamping, shoveling, loading, unloading of asphalt, cold patch and bulk construction materials to include excavation and back filling for all types of public services construction and/or repairs.
- Cleaning/clearing debris, snow, ice, leaves, trash, etc. from streets parks areas, sidewalks, culverts, catch basins, basins, storm water pipes, sewer pipes, streets and bridges.
- Use and maintain construction tools and equipment such as air compressors, jack hammers, concrete mixers, pumps, mixing machines and curb machines, and stone crushers.
- Performs unskilled and semi-skilled tasks in connection with grass cutting; trimming shrubs and trees; raking leaves; cutting brush; maintaining trees, flower beds and turf area; planting and transplanting trees; wood cutting; and the maintenance of bridge and signage.
- Installs and repairs all utility and storm water lines and structures.
- Operates all public services types of equipment in connection with: removal of snow; transportation of solid waste and bulk materials; construction; utility maintenance; trimming; planting and removal of trees; and street construction, maintenance and paving.
- Performs preventative maintenance of equipment, utilities, and facilities used/operated in public services.
- Performs other related skilled and unskilled public services functions, as required.
- Performs traffic control for all types of work activities.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Familiarity with the common practices, tools, terminology and safety precautions of the mechanical and construction trades; working knowledge of the operation and maintenance of specialized automotive equipment; ability to learn principles and procedures relating to operation and maintenance of a public services system; good general intelligence; good observational skills; ability to understand and follow oral and written instructions; willingness to perform manual labor; willingness to work in adverse weather; mechanical aptitude; dependability; ability to get along well with others; good hand and eye coordination; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Graduation from high school or possession of a high school equivalency diploma and possession of a Class D driver's license and **either:**

- A. Completion of a BOCES (or equivalent) training program in any construction trade or heavy equipment operation;  
**or**
- B. Six (6) months of full time paid experience in the construction trades which includes work experience defined in "typical work activities" above and/or in the operation of agricultural/construction equipment.

**SPECIAL REQUIREMENTS:** Class D license or Class B permit must be maintained throughout appointment in this title. Possession of a Class B Commercial Driver's license with tanker endorsement, is required within nine (9) months from date of appointment. Driver's license must be maintained throughout appointment in this title.



**CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION**

Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Jail

**Resolution #:** 22-312  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**  
Re-create (1) Full-Time Correction Officer position as contained in the Staffing Plan for the Chemung County Jail due to the retirement of M.K.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution amending the Staffing Plan for the for the Chemung County Nursing Facility (Activities Aides - 3 full-time & 2 part-time)

**Resolution #:** 22-313  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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

The Nursing Facility is requesting the following positions created as approved by Deputy County Executive and Personnel Director:

3 (Three) full-time Activities Aides  
2 (Two) Part-time Activities Aides

New legislation was passed requiring Nursing Homes to increase the time spent on activities per resident. We have been staffing our Activities Office with Certified Nurse Aides and using them interchangeably on the floors. As I know you are aware we are always down on our Nurse Aide staffing. 3 FT Aides will allow for an Aide on each of the floors (2, 3 and 4) and 2 part-time Aides will allow for coverage in the event of call offs or special events. Activities are held during the day and in the evening and on the weekends. At last count on Monday May 9, 2022 we had 116 residents at the facility, plus one resident in the hospital and a new admission coming. Down from our target of 120 because two residents were discharged.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of Personnel Req APR 22 - 5 Act. Aides.pdf</a>	<a href="#">Personnel Requisition - Activities Aides</a>	<a href="#">Cover Memo</a>	4/22/2022

## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility

DATE: 3/30

1. Position Title: (3) Activity Aides FT x PT      Prior Resolution N/A  
 Action Requested: Creation x Re-Creation      Other       
 Salary/Grade: CSEA Grade 2A Wage Range \$13.79-\$17.93 Civil Service Approval: Y x  
 Budget Account: 50-6017-7260-50100 Funds Available: Y x N       
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y x  
 Vacancy Due To: Resignation      Retirement      Promotion      Other x - creation of position  
 Attachments: Y      N x

2. Position Title: (2) Activity Aides FT          PT   x   Prior Resolution N/A  
 Action Requested: Creation   x   Re-Creation          Other                           
 Salary/Grade: CSEA Grade 2A Wage Range \$13.79-\$17.93 Civil Service Approval: Y   x    
 Budget Account: 50-6017-7260-50100 Funds Available: Y   x   N           
 Reimbursement: Federal   50   % State   40   % Local       10   % Salary/Fringes Covered: Y   x    
 Vacancy Due To: Resignation          Retirement          Promotion          Other   x   - creation of position  
 Attachments: Y          N   x

- 3 Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Resolution \_\_\_\_\_  
 Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_  
 Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Approval: Y \_\_\_\_\_  
 Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_\_\_ N \_\_\_\_\_  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y \_\_\_\_\_  
 Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_  
 Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

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## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution amending the Staffing Plan for the Chemung County Health Department (Public Health Coordinator positions - Public Health Planning & Public Health Nursing)

**Resolution #:** 22-314  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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

Request authorization to create 2 Public Health Coordinator positions for the Chemung County Health Department.

1. Public Health Coordinator Position for Public Health Planning, see attached report for more details. Funding: 100% via preparedness grant from NYS (comprises 90% of work) and 85% via Article 6 funding from NYS for all other public health work (comprises 10% of work) 95% of fringe costs will be reimbursed under Article 6 funding from NYS beginning in FY23 and HRI grant funds.
2. Public Health Coordinator Position for Public Health Nursing Office, see attached report for more details. Funding: 85% via Article 6 funding from NYS. 50% of fringe costs will be reimbursed under Article 6 funding from NYS beginning in FY23. Number of Full Time Employees (FTE's) of the Health Department for 2018-2022 2018 – 62.25 2022 (current) – 59.55 (without these positions created)

Classified by Regional Civil Service Commission on April 5, 2022

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of Personnel Requisition Attachment Template-PH Coordinator (1).pdf</a>	<a href="#">Personnel Requisition - Public Health Coordinator</a>	<a href="#">Cover Memo</a>	4/25/2022
<a href="#">Request for creation of two positions for the Health Department 3-2022 updated 4.22.22.pdf</a>	<a href="#">Request for creation of 2 positions in Public Health Department</a>	<a href="#">Cover Memo</a>	4/25/2022

## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Health DATE: 3/9/22

1. Position Title: Public Health Program Coordinator FT x PT        Prior Resolution n/a  
Action Requested: Creation x Re-Creation        Other         
Salary/Grade: Single Rate Grade 7 Wage Range \$60,064 Civil Service Approval: Y x N         
Budget Account: 10-4010-4010-50100 Funds Available: Y x N         
Reimbursement: Federal        % State 85 % Local 15 % Salary/Fringes Covered: Y x N         
Vacancy Due To: Resignation        Retirement        Promotion        Other departmental need  
Attachments: Y x N       

2. Position Title: Public Health Program Coordinator FT x PT        Prior Resolution n/a  
Action Requested: Creation x Re-Creation        Other         
Salary/Grade: Single Rate Grade 7 Wage Range \$60,064 Civil Service Approval: Y x N         
Budget Account: \$57,754-\$73,694 Funds Available: Y x N         
Reimbursement: Federal        % State \* % Local \* % Salary/Fringes Covered: Y x N         
Vacancy Due To: Resignation        Retirement        Promotion        Other departmental need  
Attachments: Y x N       

\* 90% of work activities are covered 100%, the other 10% of work activities are covered at 85%



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# CHEMUNG COUNTY

Department of Health  
103 Washington Street  
P.O. BOX 588  
Elmira, New York 14902-0588  
(607) 737-2028 FAX (607) 737-2016



**Peter Buzzetti III, MPH - Public Health Director**  
**Sarah Mattison, MPH – Deputy Public Health Director**

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TO: Christopher J. Moss, County Executive

FROM: Peter Buzzetti III, Public Health Director

DATE: March 9, 2022

SUBJECT: Request for creation of two positions for the Health Department

Dear County Executive Moss,

I would like to request for consideration the creation of 2 positions in the health department

## **Public Health Coordinator Position for Public Health Planning**

- Need
  - Contract deliverables for the preparedness grant, public health communication needs, and assistance with the development, implementation and follow-up for the community health assessment and the community health improvement plan. As result of the pandemic, the local health department responsibilities are growing with respect to planning and will likely continue to grow over the next few years.
- Duties
  - Fulfill contract deliverables, design and implement exercises, assist with updating and developing policies, schedule volunteers for participation in drills, clinics, etc., update plans annually or more often as needed, integrate health department plans
- Funding
  - 100% via preparedness grant from NYS (comprises 90% of work)
  - 85% via Article 6 funding from NYS for all other public health work (comprises 10% of work)
  - 95% of fringe costs will be reimbursed under Article 6 funding from NYS beginning in FY23 and HRI grant funds.
- Currently
  - Contract with Institute for Human Services
  - Person currently in this role has over 7 years of experience and has been valuable part of our team

## **Public Health Coordinator Position for Public Health Nursing Office**

- Need
  - The Covid pandemic highlighted the lack of the public health office to compile and prepare data in a timely manner. The ability to track this data and look at the “big picture” of communicable disease spread are vital to developing prevention strategies and something the health department has been unable to do before the Covid pandemic. We learned during the pandemic that the previous model of waiting for data from NYS is not realistic and does not serve our community in a timely manner. The nurses of the public health department are unable to compile and track data and fulfill the other



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**Peter Buzzetti III, MPH - Public Health Director**  
**Sarah Mattison, MPH – Deputy Public Health Director**

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clinical requirements within their public health programs. I have included graphs and information demonstrating the increase in disease occurrence for sexually transmitted infections (STI's), tick borne diseases, food and water borne disease and lead poisoning. These concerning disease trends illustrate the need to compile and analyze data in a timely manner at the local level to inform planning and prevention efforts.

- Duties
  - Assist the public health nurses with contract deliverables in a number of public health programs including: communicable disease, lead, immunization
  - Prepare public health data for analyzation by supervisors and dissemination to the public
  - Update public health data on dashboard and website
- Funding
  - 85% via Article 6 funding from NYS
  - 50% of fringe costs will be reimbursed under Article 6 funding from NYS beginning in FY23
- Currently
  - Person in role has shown the ability to compile and work with data, produce information for public dissemination, work in short time frames and under constantly changing situations and work with other county departments
  - Person in the role currently is on temporary reassignment from another program

## **Number of Full Time Employees (FTE's) of the Health Department for 2018-2022**

- 2018 – 62.25
- 2019 – 62.25
- 2020 – 62.05
- 2021 – 62.55
- 2022 (current) – 59.55
- The fractions of a position represent shared staff with the Nursing Facility
- Therefore, addition of these 2 positions will bring the total number of FTE's to 61.55 and the overall change in positions for the health department from 2018 to 2022 would be -.7, i.e., still below pre-2022 levels.



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## Data for Current County Disease Trends

### Sexually transmitted Infections (STI's)

Syphilis develops in stages and patients may not show symptoms for years. If left untreated syphilis may damage the brain, nerves, eyes, heart, blood vessels, liver, bones and joints. Babies born to women with syphilis are at risk for deafness, teeth deformities and saddle nose — where the bridge of the nose collapses. Untreated syphilis may increase the chance of HIV infection in men and women. In addition, babies born with syphilis can also be born too early, may die in the womb before birth or after birth.

Gonorrhea, if left untreated, can lead to pelvic inflammatory disease, infertility, or ectopic pregnancy in women. Gonorrhea, if left untreated, can lead to infertility or disseminated gonococcal infection in men. Babies born to women with gonorrhea are at risk for blindness, joint infections, or blood infections.

Chlamydia, if left untreated, can lead to blocked fallopian tubes, infertility, long-term abdominal pain, or ectopic pregnancy in women. Chlamydia, if left untreated, can lead to infertility in men. Untreated chlamydia may increase the chance of HIV infection in men and women. Babies born to women with Chlamydia are at risk for eye infections, pneumonia, or pre-term birth.



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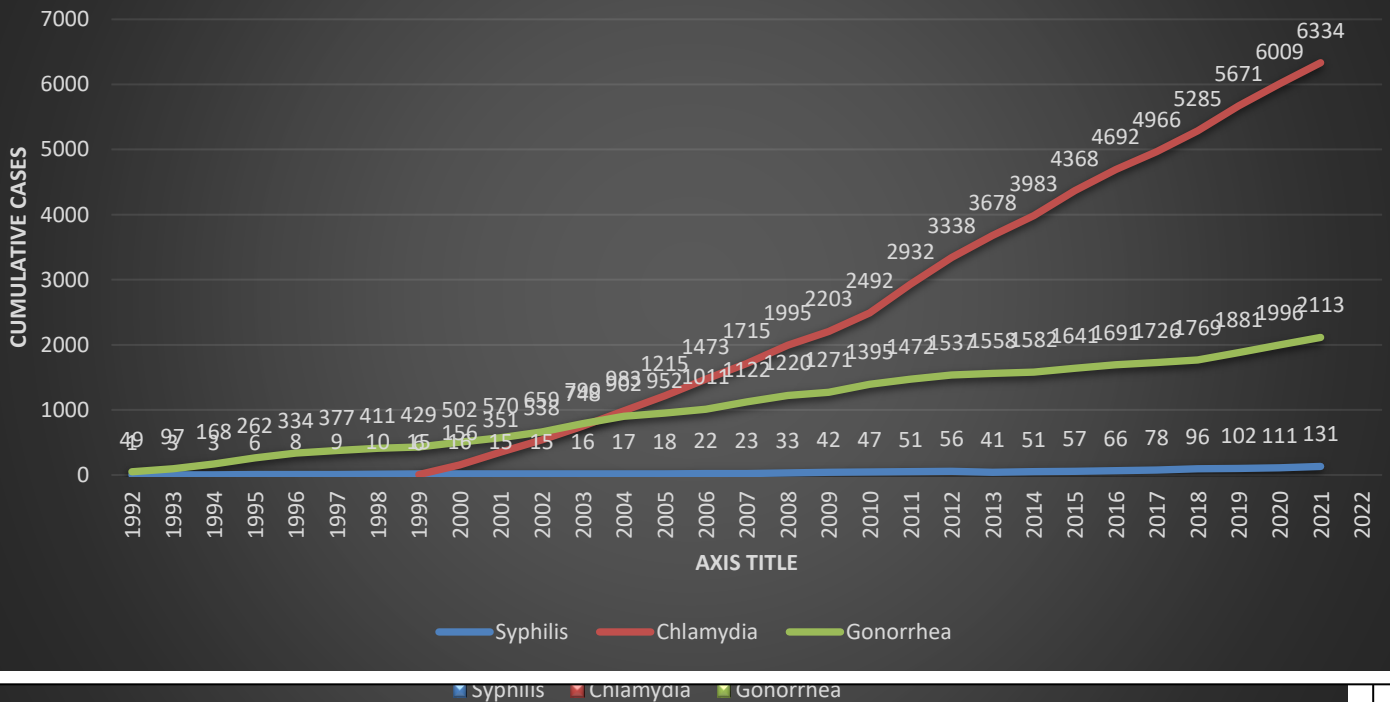
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## Chemung County STI Cases- Cumulative Frequency





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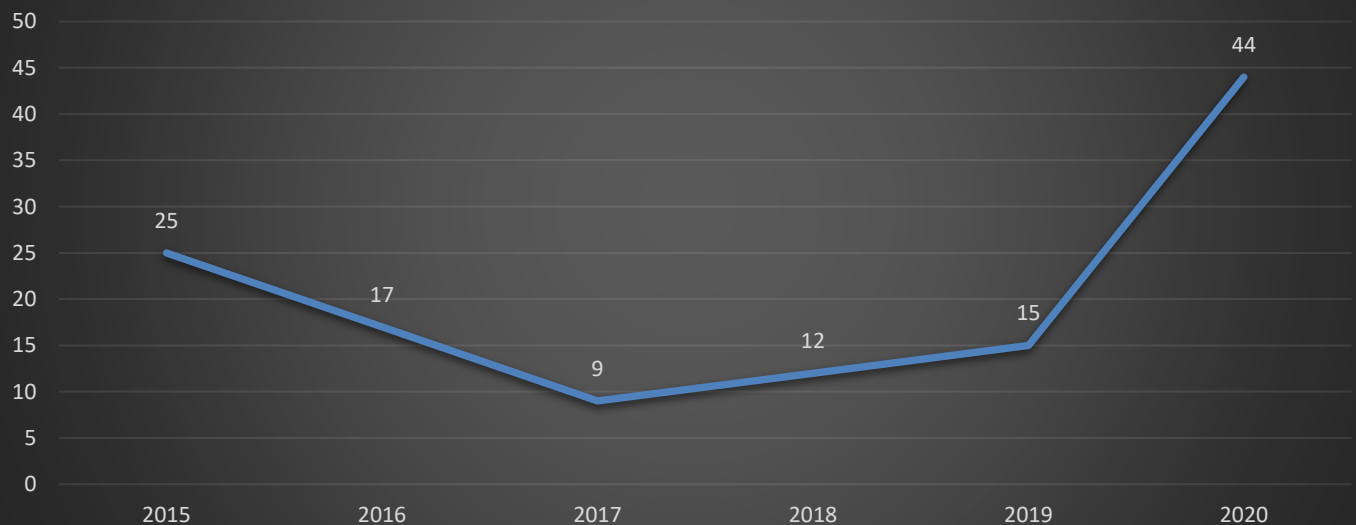


Peter Buzzetti III, MPH - Public Health Director  
Sarah Mattison, MPH – Deputy Public Health Director

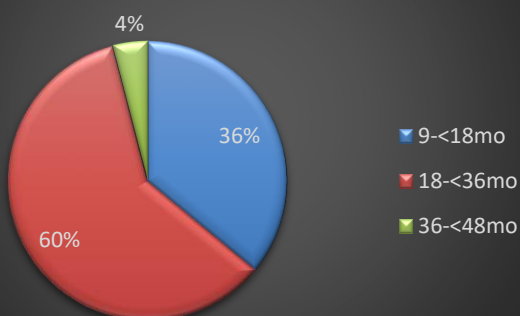
## Lead Poisoning

Exposure to lead can seriously harm a child's health, including: damage to the brain and nervous system, slowed growth and development, learning and behavior problems, hearing and speech problems.

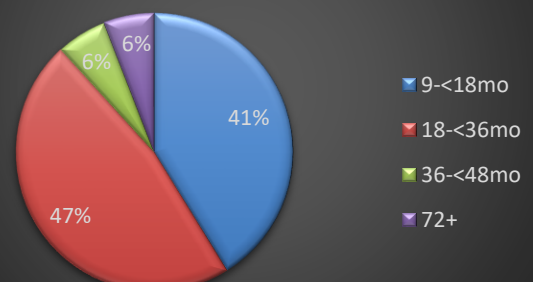
### Chemung County Patients with Elevated Blood Lead Levels (EBLLs)



### EBLLs by Age Group 2015



### EBLLs by Age Group 2016





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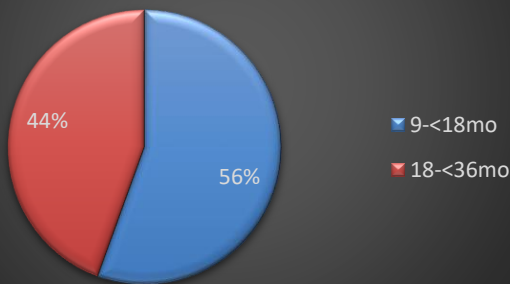
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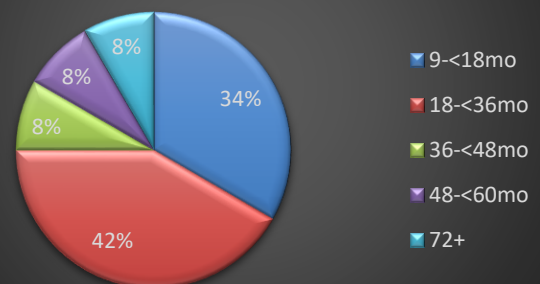


Peter Buzzetti III, MPH - Public Health Director  
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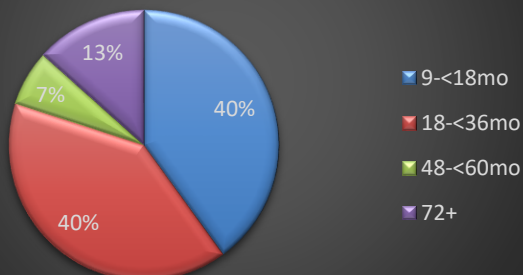
**EBLLS by Age Group  
2017**



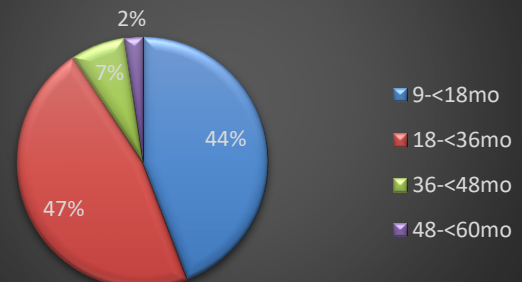
**EBLLs by Age Group  
2018**



**EBLLS by Age Group  
2019**



**EBLLS By Age Group  
2020**



What we see is that lead poisoning consistently and disproportionately impacts babies between 9-36 months.



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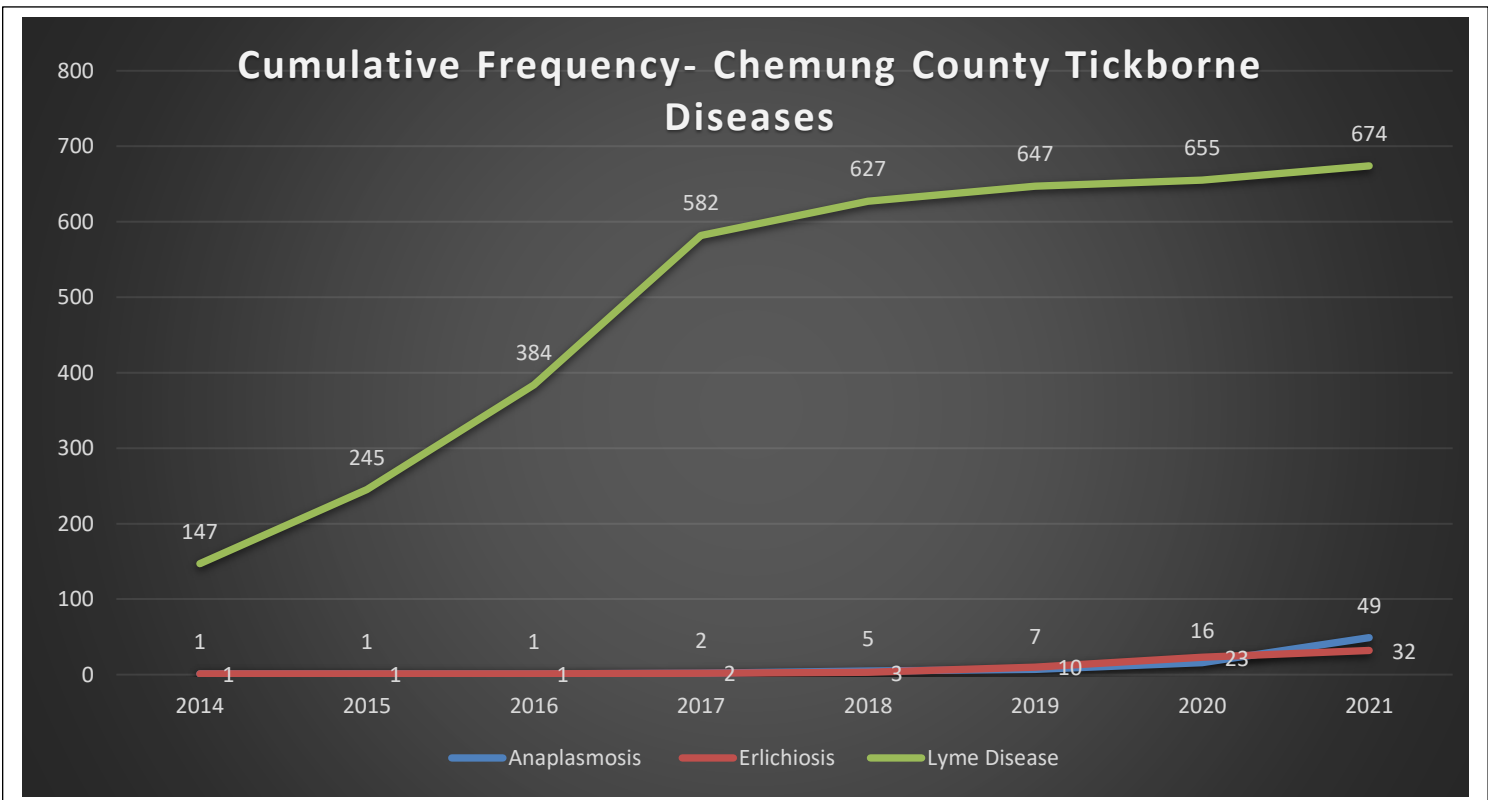


Peter Buzzetti III, MPH - Public Health Director  
Sarah Mattison, MPH – Deputy Public Health Director

## Tickborne Disease

Untreated Lyme disease can cause: chronic joint inflammation (Lyme arthritis), particularly of the knee, neurological symptoms, such as facial palsy and neuropathy, cognitive defects, such as impaired memory, and heart rhythm irregularities.

In rare cases, anaplasmosis and ehrlichiosis can cause serious complications such as: brain problems such as confusion, seizures, or coma, excess bleeding, heart failure, breathing failure, kidney failure, septic shock. These complications are rare in the vast majority of otherwise healthy people. But they are more common in those who have weak immune systems.





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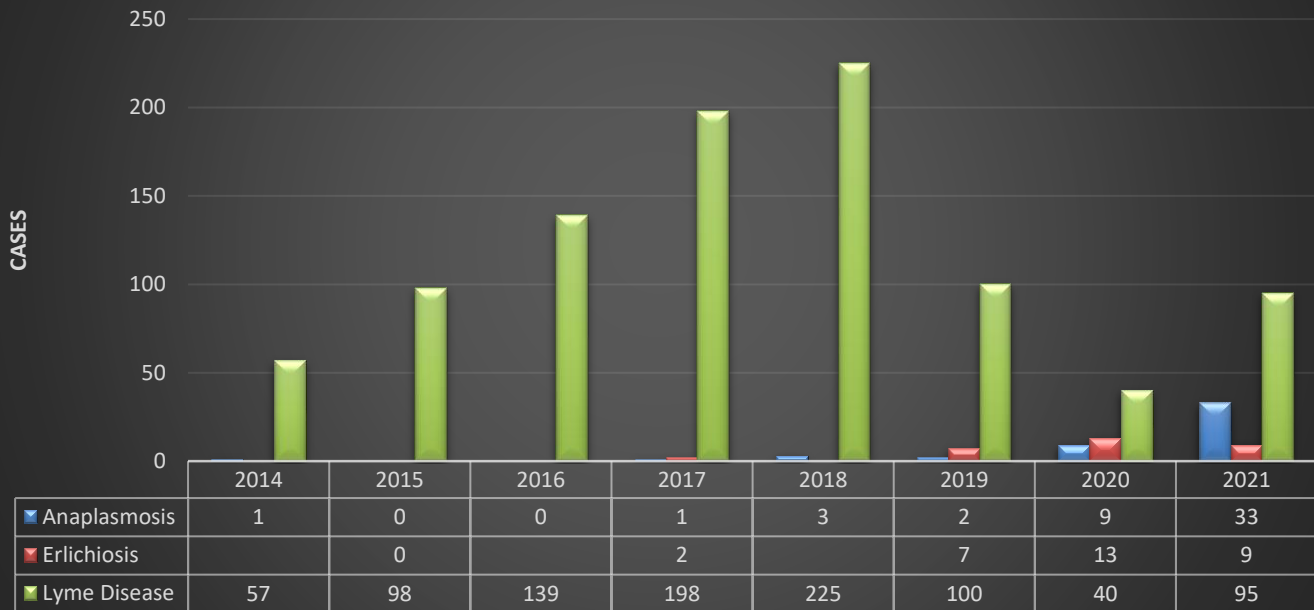
Elmira, New York 14902-0588

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## Yearly Frequency- Chemung County Tickborne Diseases



note that anaplasmosis more than tripled from 2020-2021



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Department

# CHEMUNG COUNTY

Department of Health

103 Washington Street

P.O. BOX 588

Elmira, New York 14902-0588

(607) 737-2028 FAX (607) 737-2016



Peter Buzzetti III, MPH - Public Health Director  
Sarah Mattison, MPH – Deputy Public Health Director

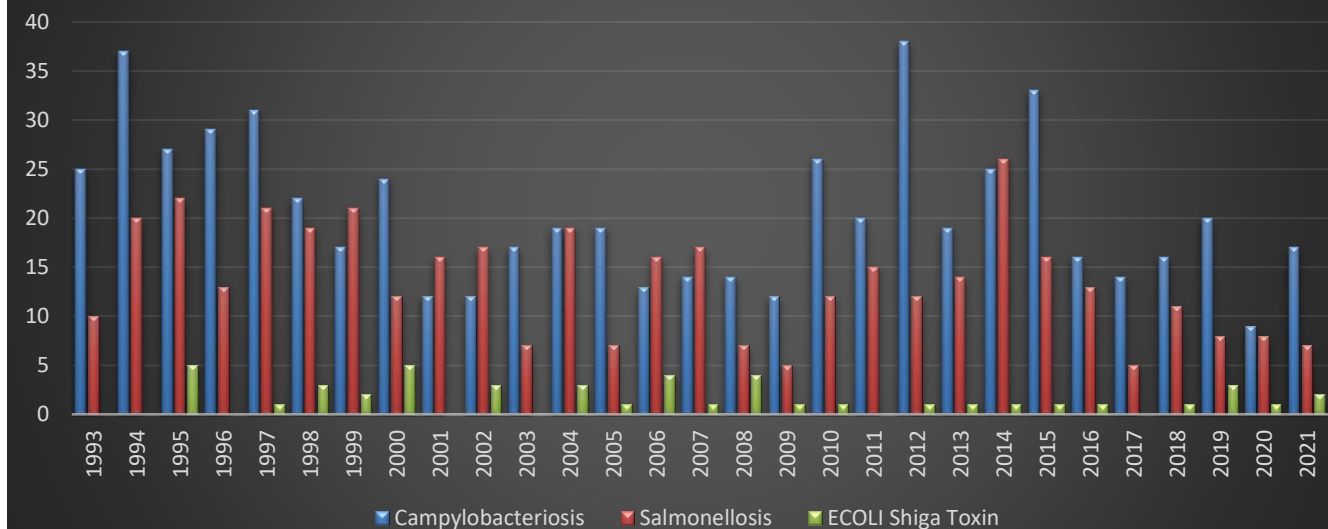
## Foodborne Illness

Most people who become ill with campylobacteriosis get diarrhea (loose stool/poop) which may be bloody, cramping, abdominal pain, and fever within two to five days after exposure to the bacteria. Nausea (a feeling of sickness in the stomach) and vomiting may also occur. The illness typically lasts about one week. In people with weakened immune systems (such as those with cancer, HIV/AIDS, or a transplant), the bacteria may spread to the bloodstream and cause a serious life-threatening infection.

Salmonellosis is typically not life threatening but however complications can be dangerous for those with weakened immune systems, pregnant women, and babies. Those complications include infection of the bloodstream (including the tissue around brain and spinal cord, the linings of the heart, bones and bone marrow, and lining of blood vessels.

Most healthy adults recover from E. coli illness within a week. Some people — particularly young children and older adults — may develop a life-threatening form of kidney failure called hemolytic uremic syndrome.

### Cheumung County Foodborne Illness: Yearly Frequency





**Public Health**  
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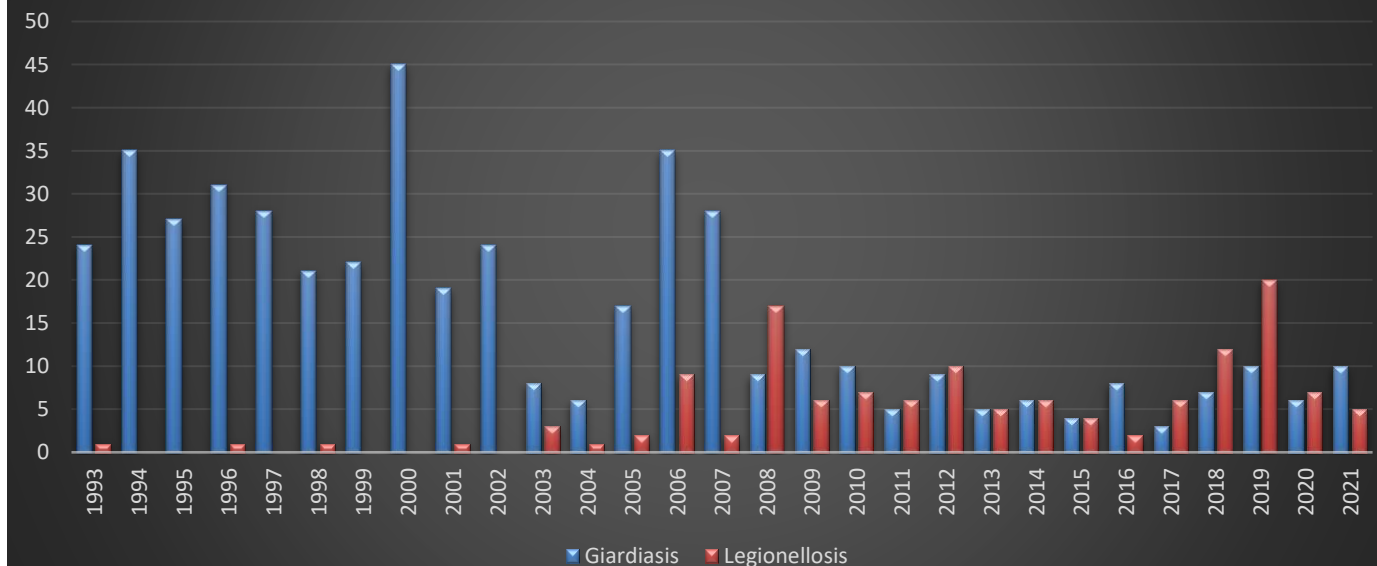
Peter Buzzetti III, MPH - Public Health Director  
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## Waterborne Illness

Occasionally, people with giardiasis will have long-term complications such as reactive arthritis, irritable bowel syndrome, and recurring diarrhea that can last for years. Among children in particular, severe giardiasis may delay physical and mental growth, slow development, and cause malnutrition

Legionellosis can lead to a number of life-threatening complications, including: respiratory failure, septic shock, and acute kidney failure.

### Chemung County Water- Related Illness: Yearly Frequency





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution calling for a public hearing relative to the 2021 Open Enrollment for inclusion of real property in existing Chemung County Agricultural District

**Resolution #:** 22-315  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

Under the provisions of NYS Agriculture and Markets Law (AML) 303-b; Land Owner Requests for Inclusion of Predominantly Viable Agricultural Land in an Existing Certified District are to be reviewed by the County's Agricultural and Farmland Protection Board and approved by County Legislature. County Legislature has established an annual 30-day enrollment period during the to accept these requests. For the 2021 calendar year, Chemung County received one (1) request for inclusion to the Ag District.

Property owner Sherrill Collins is proposing to add 22 acres in the Town of Baldwin. The requests have been reviewed and found consistent with NYS Ag and Markets, Section 303-b statute, and found to be viable ag farmland. The above-referenced request has been approved by the Chemung County Agricultural and Farmland Protection Board.

The action sends this recommendation to the County Legislature for public hearing and their approval and submission to the NYS Department of Ag and Markets.

Public hearing to be held on July 5, 2022 at 6:50 p.m.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Chemung County Agricultural and Farmland Protection Board Notice to Chemung County Legislature.pdf</a>	<a href="#">Chemung County Ag &amp; Farmland Protection Notice</a>	<a href="#">Cover Memo</a>	4/22/2022
<a href="#">Sherrill Collins Application.pdf</a>	<a href="#">Sherrill Collins Application</a>	<a href="#">Cover Memo</a>	4/22/2022
<a href="#">Short EAF Pt 1.pdf</a>	<a href="#">Short EAF Pt 1</a>	<a href="#">Cover Memo</a>	4/22/2022
<a href="#">Resolution for Ag District Inclusion.pdf</a>	<a href="#">Resolution</a>	<a href="#">Cover Memo</a>	5/12/2022

Chemung County Agricultural and Farmland Protection Board  
400 East Church Street  
P.O. Box 588 Elmira, NY 14901  
(607) 737-5510

Chemung County Agricultural and Farmland Protection Board Report  
“Agricultural District Open Enrollment 2021”

Under the provisions of NYS Agriculture and Markets Law (AML) 303-b; Land Owner Requests for Inclusion of Predominantly Viable Agricultural Land in an Existing Certified District are to be reviewed by the County’s Agricultural and Farmland Protection Board and approved by County Legislature. The Chemung County Legislature has established an annual 30-day enrollment period during the month of November of each year of each year to accept these requests. For the 2020 calendar year, Chemung County received one request for inclusion to the Chemung County Agricultural District.

The property owner is Sherrill Collins. Ms. Collins is proposing to add 22 acres of land in the Town of Lowman (tax parcels 82.00-1-44.0, 82.00-1-45-1, and 82.00-1-44-2). The primary use of land is for timber and pasture.

The request has been reviewed and found consistent with NYS Agriculture and Markets, Section 303-b statute, and found to be viable agricultural farmland. The above-reference request has been unanimously approved by the Chemung County Agricultural and Farmland Protection Board. The action sends this recommendation to the Chemung County Legislature for public hearing and their approval and submission to the New York State Department of Agriculture and Markets.

## Agricultural District Review Worksheet

This form is to be completed by agricultural or non-agricultural land owners whose lands are within an agricultural district which is the subject to a review or landowners who wish to be included in the district. The information obtained from this form will be utilized by the County to modify agricultural district boundaries (if necessary) and determine the viability of the agricultural district as a whole.

### PART I. LANDOWNER INFORMATION

Name: Sherrill H Collins Telephone No. 602-733-6820  
 Address: 784 Breesport N. Chemung Rd State NY Zip Code 14861  
 Email Address Sherry@784@hughes.net

#### Please Check One:

☐ Farmer ☐ Non-Farmer but Rent Land to Farmer ☒ Non-Farmer

### PART II. FARM DESCRIPTION (IF NON-FARMER, SKIP THIS SECTION AND COMPLETE PART III)

No. of Acres Owned: 22

No. of Acres Rented (from another landowner as part of the farm): —

Total # of Acres Cropped/Used for Agriculture: 17

List the primary use of farmland (ex. dairy, Christmas tree, sugar bush, orchard, cash crop, vegetable, horticultural specialty, aquaculture, etc.): timber, pasture

### PART III. BOUNDARY DESCRIPTION - please fill out the table below

Tax Parcel ID # (ex 123.4-5-67.8)	Check One Per Tax Parcel ID #			
	Owned and Farmed	Rented and Farmed	Rented to a Farmer	Not Farmed
82.00-1-44.1	X			
82.00-1-45-1	X			
82-00-1-44-2	house/barn			X

Attach another sheet if necessary

# *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.

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
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.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Urban</span> <span><input type="checkbox"/> Rural (non-agriculture)</span> <span><input type="checkbox"/> Industrial</span> <span><input type="checkbox"/> Commercial</span> <span><input type="checkbox"/> Residential (suburban)</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Forest</span> <span><input type="checkbox"/> Agriculture</span> <span><input type="checkbox"/> Aquatic</span> <span><input type="checkbox"/> Other(Specify):</span> </div> <div style="margin-top: 5px;"><input type="checkbox"/> Parkland</div>				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	N/A  <input type="checkbox"/>  <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	
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  <input type="checkbox"/>	YES  <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>	
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? 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  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	
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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO  <input type="checkbox"/>  <input type="checkbox"/>	YES  <input type="checkbox"/>  <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Shoreline</span> <span><input type="checkbox"/> Forest</span> <span>Agricultural/grasslands</span> <span>Early mid-successional</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Wetland</span> <span><input type="checkbox"/> Urban</span> <span>Suburban</span> </div>		
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
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px; margin-top: 10px;">           a. Will storm water discharges flow to adjacent properties?         </div> <div style="margin-left: 20px; margin-top: 10px;">           b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?         </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
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)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: _____ Date: _____</p> <p>Signature: <u>                    <i>LM</i>                    </u> Title: _____</p>		

Map navigation and search controls.

82.00-1-44.1

Show search results for 82.00-...



Map navigation controls including zoom in (+), zoom out (-), home, and full screen icons. A search bar contains the text "82.00-1-44.2" and a button "Show search results for 82.00-...".





82.00-1-45.1

Show search results for 82.00-...



807

RESOLUTION CALLING FOR A PUBLIC HEARING RELATIVE TO THE 2020 ANNUAL ENROLLMENT  
FOR INCLUSION OF REAL PROPERTY IN EXSISTING CHEMUNG COUNTY AGRICULTURAL DISTRICT

WHEREAS, pursuant to Section 303-b of the Agricultural and Markets Law, a thirty-day comment period was held to determine if any landowner desired to submit prior to the established review period of that district a request for inclusion of land which is predominantly viable agricultural land within a certified agricultural district; and

WHEREAS, those requests to the County of Chemung were referred to the Chemung County Agricultural and Farmland Protection Board for its review and recommendation pursuant to Agricultural and Markets Law Section 303-b subdivision 2(a); and

WHEREAS, the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board have heretofore submitted reports recommending certain land be included the Chemung County Agricultural District, that land having been determined to be predominantly viable agricultural land and the inclusion of such land will serve the public interest by assisting in maintaining a viable agricultural industry within the District; now, therefore be it

RESOLVED, that a public hearing be held pursuant to Section 303-b, subdivision 3 of the Agriculture and Markets Law, and that at the public hearing the Legislature shall receive any public comment pertaining to any requests for inclusion of land within a certified agricultural district as well as the reports of the Chemung County Agricultural and Farmland Protection Board and the Chemung County Planning Board recommending the inclusion of certain land in a certified agricultural district; and be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to publish and post as required by law the following notice of public hearing to wit:



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution calling for a public hearing relative to a lease agreement with Corning Incorporated on behalf of the Elmira Corning Regional Airport

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**Resolution #:** 22-316  
**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).

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Corning Inc Agreement.pdf</a>	<a href="#">Corning Inc. Agreement</a>	<a href="#">Cover Memo</a>	4/25/2022

## 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~~<sup>1,577.90</sup> 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 ~~\$3,919.98~~<sup>589.68</sup> annually. ~~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, 2022~~18~~ and end November 30, 2026~~2~~, 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 on 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.

g)

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.

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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.

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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.

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19. (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.

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

21. (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.

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22. (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.

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23. 19. 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.

24. 20. 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.

25. 21. 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:\_\_\_\_\_

Christopher Moss

County Executive

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

Name:

Title:



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution approving an application to the State Comptroller's Office in connection with proposed expenditures for the Chemung County Elmira Sewer District

**Resolution #:** 22-317  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

This agenda item respectfully requests approval to submit a Section 268 application for The Elmira Sewer District to the OSC .The purpose of the application is to receive approval from the State Comptroller to increase the cost per average household due to the upcoming Wastewater Treatment Plant Consolidation project. State Comptroller approval is necessary since the cost of the project is over the threshold of \$11 for average estimated increased cost to the typical property for sewer improvements. In order to obtain financing for the project and to issue debt OSC approval is necessary. The expected cost for these improvements in ESD is \$133,950,000. This equates to an additional \$295.00 per EDU.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">CHEMUNG COUNTY OSC APPLICATION 4124-4693-3516 1 - ELMIRA SEWER DISTRICT.pdf</a>	<a href="#">Chemung County OSC Application</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Chemung County Consolidation OM Cost Summary.pdf</a>	<a href="#">Chemung County O &amp; M Cost Summary</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Chemung County Consolidation Project Debt Scenarios.pdf</a>	<a href="#">Chemung Consolidation Project Debt Scenario</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">County of Chemung - Sewer Indebtedness - SD #1 ESD (4.27.22).pdf</a>	<a href="#">County of Chemung-Sewer Indebtedness</a>	<a href="#">Cover Memo</a>	5/10/2022

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**AN APPLICATION OF THE COUNTY OF CHEMUNG**  
**FOR CONSENT BY THE STATE COMPTROLLER**  
**TO EXPENDITURES FOR THE CHEMUNG COUNTY ELMIRA SEWER DISTRICT**  
**PURSUANT TO SECTION 268**  
**OF THE COUNTY LAW**

---

**TO THE COMPTROLLER OF THE STATE OF NEW YORK**

State Department of Audit and Control  
110 State Street  
14th Floor  
Albany, New York 12236

Sir:

The petition of the County Legislature of the County of Chemung, State of New York for consent to expenditures for the County's Elmira Sewer District, pursuant to Section 268 of the County Law, respectfully shows:

- (a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:
  - Map, Plan and Estimate of Cost (Wastewater Treatment Plant Consolidation Preliminary Design Engineering Report - Attachment #1).
  - Notice of Hearing (Attachment #2).
  - Public Interest/Determinations Resolution Approving the Application (Attachment #3).
- (b) The proposed expenditures relate to improvements to decommissioning of the Lake Street Wastewater Treatment Plant (WWTP), pumping and screening improvements at the Lake Street WWTP, conveyance of flows from Sewer District No. 1 to the Milton Street WWTP, and upgrades at the Milton Street WWTP to accommodate the consolidated flows and comply with SPDES permit effluent requirements, all in connection with a master consolidation plan for treatment of wastewater.

(see Attachment #1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report).

All work has been designed by a currently licensed New York State Professional Engineer.

- (c) The maximum cost of the proposed improvements is \$235,000,000 of which \$133,207,688 is the District's share, all as further broken out in the map, plan and estimate of cost.
- (d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.
- (e) The proposed method of financing the cost of the improvements shall be through a combination of grants and low-interest loans. The Clean Water State Revolving Loan Fund (CWSRF), administered by the New York State Environmental Facilities Corporation (EFC), provides 20-30 year term low-interest or interest-free loans for wastewater infrastructure financing. Interest-free (hardship) financing is awarded based on project score and Median Household Income (MHI). Projects are scored based on factors such as consolidation of infrastructure, regulatory compliance, environmental health, aesthetics, service of environmental justice areas, and financial need. Based on the nature and scope of the proposed project, it is likely that the County will qualify for up to \$20 million of interest-free hardship financing from EFC. In addition, the County has been awarded a Water Quality Improvement Program (WQIP) grant of \$10 million and a Water Infrastructure Improvement Act (WIIA) grant of \$25 million. It is estimated that the project balance in excess of grant funding and hardship financing will be financed with a low-interest loan from the EFC. For the purpose of this funding scenario, an annual interest rate of 2 percent and a loan term of 30 years was assumed for any borrowing beyond grant and hardship awards. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed. Three funding scenarios are presented in the attached Project Debt Summary Table prepared as part of the detailed design of the Project. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed.

This proposed financing is deemed reasonable under current market conditions.

- (f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. Improvements to the facilities are anticipated to increase overall operations and maintenance costs for the County by approximately \$965,000 in an average year. This calculation includes both the reduction in overall operations and maintenance costs due to consolidation as well as the added operational costs for new processes needed to meet regulatory requirements for the facilities. Cost increases are driven by increased chemical usage and an additional disinfection treatment train at the Regional WWTP.
- (g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District, and based on Equivalent Dwelling Units (EDUs) as defined in Section 1.6 of Attachment 1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report.
- (h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$ 1,325,302,815.

- (i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.
- (j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.
- (k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$ 4,477,323,623.
- (l) The County has completed a debt statement and is attached as Exhibit A.
- (m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.
- (n) The assessed valuation of a “typical property” in the District is \$ 52,708.
- (o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

<u>Current 2021 Single Family</u>		<u>2022 (proposed improvements only ) single family</u>
Debt Service:	\$52.83	\$276
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$207.83	\$458
<u>Current 2021 Two Family</u>		<u>2022 (proposed improvements only ) two family</u>
Debt Service:	\$	\$
O&M:	<u>                    </u>	
<b>Total</b>	\$	

- (p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

<u>Current 2021</u>		<u>2022 (proposed improvements only )</u>
Debt Service:	\$52.83	\$295
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$207.83	\$477

- (q) The area which will bear the cost of the *proposed* District improvements contains [“state lands”, however, they are all wholly exempt from County sewer district capital costs].

- (r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural district.
- (s) The population of the District is 35,700. The number of one family homes in the District is approximately 6,947. The number of two family homes in the District is approximately 3,460. [The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District].
- (t) It is not contemplated at this time that sewer service will be sold to users outside the District.
- (u) [Any consent order (Exhibit D)].
- (v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.
- (w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

APPENDIX  
LIST OF ATTACHMENTS

#1. Map, Plan and Estimate of Cost – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report

#2. Notice of Hearing

#3. Public Interest/Determinations Resolution Approving the Application  
(Certified Copy)

#4. Counsel Opinion

**Exhibit A** Debt Statement

**Exhibit B** Tax Rates

**Exhibit C** Financial Advisor Letter (including debt service calculation)

**Exhibit D** [DEC Consent Order]

VERIFICATION

STATE OF NEW YORK       )  
                                      ) ss.:  
COUNTY OF CHEMUNG     )

I, CHRISTOPHER MOSS, being duly sworn, deposes and says that he is the County Executive of the County of Chemung, New York, the municipality corporation named in the within entitled action; that he has read the foregoing application and knows the content thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

---

County of Chemung

Sworn to before me this \_\_\_\_ day of  
November, 2021.

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**Existing O&M Costs<sup>1</sup>**

	SD #1	\$	2,553,059
Current (2021) O&M Budgeted Costs	ESD	\$	2,951,377
	<b>Total</b>	<b>\$</b>	<b>5,504,436</b>

**Additional Future O&M Costs for New Processes**

*Additional MMBR and phosphorous removal processes not currently in place at either Milton Street or Lake Street WWTP are being added to meet SPDES permit limits.*

**MMBR Process (at Milton Street / Regional WWTP)**

Current O&M Costs	\$	-
Future Chemical Costs	\$	541,000
<b>Change in O&amp;M Costs</b>	<b>\$</b>	<b>541,000</b>

**Additional Phosphorous Removal (at Milton Street / Regional WWTP)**

	Alum - Holland	PACL - Holland	FX300 - Neo Water <sup>3</sup>
Current Chemical Costs	\$ 383,557	\$ 771,278	\$ 600,954
Future Chemical Costs	\$ 476,229	\$ 957,627	\$ 746,151
Change in Chemical Costs (per chemical)	\$ 92,672	\$ 186,349	\$ 145,197
<b>Change in Chemical Costs (total)</b>	<b>\$</b>	<b>424,218</b>	

**Additional Polymer Use (at Milton Street / Regional WWTP)**

Current Chemical Costs	\$	93,600
Future Chemical Costs	\$	207,792
<b>Change in Chemical Costs</b>	<b>\$</b>	<b>114,192</b>

**Additional UV Treatment Train (at Milton Street / Regional WWTP)**

Current O&M Costs	\$	-
Future Energy Costs (additional units)	\$	24,000
<b>Change in Energy Costs</b>	<b>\$</b>	<b>24,000</b>

<b>Future O&amp;M Costs (total)</b>	<b>\$</b>	<b>6,469,654</b>
<b>Change in O&amp;M Costs (total)</b>	<b>\$</b>	<b>965,218</b>
<b>Future O&amp;M Costs (total per EDU)</b>	<b>\$</b>	<b>182</b>

**Footnotes:**

1. Current O&M costs are based on the 2021 budget as provided by CCSD. No reduction in labor or energy is anticipated due to consolidation.
2. The same manufacturer was used for consistency and higher estimated costs were used for a more conservative overall estimate.



## Consolidation Project Summary Project Debt Scenarios - 50% Cost Estimate

**Client:** Chemung County Sewer Districts

**Estimate:** 50% Design Construction Cost Estimate

**Project:** Wastewater Treatment Plant Consolidation

**Date:** April 8, 2022

### Projected Debt Service from Consolidation Project (Based on 50% Estimate):

	Low Estimate	Mid Estimate	High Estimate
Total Estimated Project Cost	\$235,000,000	\$235,000,000	\$235,000,000
Grant	\$22,500,000	\$10,000,000	\$0
Amount Financed	\$212,500,000	\$225,000,000	\$235,000,000
Hardship loan	\$20,000,000	\$20,000,000	\$0
Hardship term (yrs)	30	30	30
Hardship Rate	0%	0%	0.0%
Low Interest Loan	\$192,500,000	\$205,000,000	\$235,000,000
Loan Term (yrs)	30	30	30
Interest Rate	2.0%	2.0%	2.0%
Annual Debt Service From Consolidation	\$9,261,777	\$9,819,901	\$10,492,732
Annual Debt/EDU	<b>\$260</b>	<b>\$276</b>	<b>\$295</b>

EDU = Equivalent Dwelling Unit

EDU counts based on Jan 2021 evaluation of detailed water metering data

**COUNTY OF CHEMUNG, NEW YORK**  
**Sewer Indebtedness as of April 27, 2022**

<b>SD #1 - Fund 22</b>					
<b>Type</b>	<b>Dated</b>	<b>Amount Outstanding</b>	<b>Matures</b>	<b>Rate</b>	
Public Improvement Bonds	12/15/2017	\$ 421,840.00	12/15/2029	2.125%-3.000%	
Public Improvement Bonds	12/20/2018	\$ 553,320.00	12/15/2030	2.000%-3.000%	
Public Improvement Bonds	12/19/2019	\$ 511,800.00	12/15/2031	2.000%	
Public Improvement Bonds	10/15/2020	\$ 330,717.00	10/15/2032	1.000%-2.000%	
Series B Notes	12/30/2021	\$ 740,000.00	12/29/2022	0.397%	
Series C Notes	12/30/2021	\$ 1,347,860.00	12/29/2022	0.490%	
<b>TOTAL</b>		<b>\$ 3,905,537.00</b>			

<b>ESD - Fund 23</b>					
<b>Type</b>	<b>Dated</b>	<b>Amount Outstanding</b>	<b>Matures</b>	<b>Rate</b>	
Public Improvement Bonds	12/15/2017	\$ 224,980.00	12/15/2029	2.125%-3.000%	
Public Improvement Bonds	12/20/2018	\$ 981,080.00	12/15/2030	2.000%-3.000%	
Public Improvement Bonds	12/19/2019	\$ 1,079,940.00	12/15/2031	2.000%	
Public Improvement Bonds	10/15/2020	\$ 2,028,283.00	10/15/2032	1.000%-2.000%	
Public Improvement Bonds (Ref)	8/13/2020	\$ 358,000.00	10/15/2028	2.000%-4.000%	
Series B Notes	12/30/2021	\$ 999,000.00	12/29/2022	0.397%	
Series C Notes	12/30/2021	\$ 2,452,140.00	12/29/2022	0.490%	
NYSEFC Bonds, 2008	10/23/2008	\$ 505,767.00	7/8/2038	0.000%	
NYSEFC Bonds, 2021	4/29/2021	\$ 2,880,952.00	12/15/2050	0.000%	
<b>TOTAL</b>		<b>\$ 11,510,142.00</b>			

**TOTAL OF SD #1 & ESD** **\$ 15,415,679.00**



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution approving an application to the State Comptroller's Office in connection with proposed expenditures for the Chemung County Sewer District No. 1

**Resolution #:** 22-318  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

This agenda item respectfully requests approval to submit a Section 268 application for The Chemung County Sewer District No. 1 to the OSC. The purpose of the application is to receive approval from the State Comptroller to increase the cost per average household due to the upcoming Wastewater Treatment Plant Consolidation project. State Comptroller approval is necessary since the cost of the project is over the threshold of \$11 for average estimated increased cost to the typical property for sewer improvements. In order to obtain financing for the project and to issue debt OSC approval is necessary. The expected cost for these improvements in SD1 is \$101,050,000. This equates to an additional \$295.00 per EDU.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">CHEMUNG COUNTY OSC APPLICATION 4124-4693-3516 1 - SD #1.pdf</a>	<a href="#">Chemung County OSC Application</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Chemung County Consolidation OM Cost Summary.pdf</a>	<a href="#">Chemung County O&amp;M Cost Summary</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">Chemung County Consolidation Project Debt Scenarios.pdf</a>	<a href="#">Chemung County Consolidation Project Debt Scenarios</a>	<a href="#">Cover Memo</a>	5/10/2022
<a href="#">County of Chemung - Sewer Indebtedness - SD #1 ESD (4.27.22).pdf</a>	<a href="#">County of Chemung-Sewer Indebtedness</a>	<a href="#">Cover Memo</a>	5/10/2022

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**AN APPLICATION OF THE COUNTY OF CHEMUNG  
FOR CONSENT BY THE STATE COMPTROLLER  
TO EXPENDITURES FOR THE CHEMUNG COUNTY SEWER DISTRICT NO. 1  
PURSUANT TO SECTION 268  
OF THE COUNTY LAW**

---

**TO THE COMPTROLLER OF THE STATE OF NEW YORK**

State Department of Audit and Control  
110 State Street  
14th Floor  
Albany, New York 12236

Sir:

The petition of the County Legislature of the County of Chemung, State of New York for consent to expenditures for the County's Sewer District #1, pursuant to Section 268 of the County Law, respectfully shows:

- (a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:
  - Map, Plan and Estimate of Cost (Wastewater Treatment Plant Consolidation Preliminary Design Engineering Report - Attachment #1).
  - Notice of Hearing (Attachment #2).
  - Public Interest/Determinations Resolution Approving the Application (Attachment #3).
  
- (b) The proposed expenditures relate to improvements to decommissioning of the Lake Street Wastewater Treatment Plant (WWTP), pumping and screening improvements at the Lake Street WWTP, conveyance of flows from Sewer District No. 1 to the Milton Street WWTP, and upgrades at the Milton Street WWTP to accommodate the consolidated flows and comply with SPDES permit effluent requirements, all in connection with a master consolidation plan for treatment of wastewater.

(see Attachment #1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report).

All work has been designed by a currently licensed New York State Professional Engineer.

- (c) The maximum cost of the proposed improvements is \$235,000,000 of which \$101,792,312 is the District's share, all as further broken out in the map, plan and estimate of cost.
- (d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.
- (e) The proposed method of financing the cost of the improvements shall be through a combination of grants and low-interest loans. The Clean Water State Revolving Loan Fund (CWSRF), administered by the New York State Environmental Facilities Corporation (EFC), provides 20-30 year term low-interest or interest-free loans for wastewater infrastructure financing. Interest-free (hardship) financing is awarded based on project score and Median Household Income (MHI). Projects are scored based on factors such as consolidation of infrastructure, regulatory compliance, environmental health, aesthetics, service of environmental justice areas, and financial need. Based on the nature and scope of the proposed project, it is likely that the County will qualify for up to \$20 million of interest-free hardship financing from EFC. In addition, the County has been awarded a Water Quality Improvement Program (WQIP) grant of \$10 million and a Water Infrastructure Improvement Act (WIIA) grant of \$25 million. It is estimated that the project balance in excess of grant funding and hardship financing will be financed with a low-interest loan from the EFC. For the purpose of this funding scenario, an annual interest rate of 2 percent and a loan term of 30 years was assumed for any borrowing beyond grant and hardship awards. Three funding scenarios are presented in the attached Project Debt Summary Table prepared as part of the detailed design of the Project. For purposes of project bond resolutions, the most conservative scenario in which no grants or hardship funding were awarded was assumed.

This proposed financing is deemed reasonable under current market conditions.

- (f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. Improvements to the facilities are anticipated to increase overall operations and maintenance costs for the County by approximately \$965,000 in an average year. This calculation includes both the reduction in overall operations and maintenance costs due to consolidation as well as the added operational costs for new processes needed to meet regulatory requirements for the facilities. Cost increases are driven by increased chemical usage and an additional disinfection treatment train at the Regional WWTP.
- (g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District, and based on Equivalent Dwelling Units (EDUs) as defined in Section 1.6 of Attachment 1 – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report.
- (h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$ 743,143,780.

- (i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.
- (j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.
- (k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$ 4,477,323,623.
- (l) The County has completed a debt statement and is attached as Exhibit A.
- (m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.
- (n) The assessed valuation of a “typical property” in the District is \$ 123,965.
- (o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

<u>Current 2021 Single Family</u>		<u>2022 (proposed improvements only ) single family</u>
Debt Service:	\$50.50	\$276
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$205.50	\$458
<u>Current 2021 Two Family</u>		<u>2022 (proposed improvements only ) two family</u>
Debt Service:	\$	\$
O&M:	<u>                    </u>	
<b>Total</b>	\$	

- (p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

<u>Current 2021</u>		<u>2022 (proposed improvements only )</u>
Debt Service:	\$50.50	\$295
O&M:	<u>\$155</u>	<u>\$182</u>
<b>Total:</b>	\$205.50	\$477

- (q) The area which will bear the cost of the *proposed* District improvements contains [“state lands”, however, they are all wholly exempt from County sewer district capital costs].

- (r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural district.
- (s) The population of the District is 26,630. The number of one family homes in the District is approximately 5,841. The number of two family homes in the District is approximately 658. [The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District].
- (t) It is not contemplated at this time that sewer service will be sold to users outside the District.
- (u) [Any consent order (Exhibit D)].
- (v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.
- (w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

APPENDIX  
LIST OF ATTACHMENTS

- #1. Map, Plan and Estimate of Cost – Wastewater Treatment Plant Consolidation, Preliminary Design Engineering Report
- #2. Notice of Hearing
- #3. Public Interest/Determinations Resolution Approving the Application (Certified Copy)
- #4. Counsel Opinion
- Exhibit A** Debt Statement
- Exhibit B** Tax Rates
- Exhibit C** Financial Advisor Letter (including debt service calculation)
- Exhibit D** [DEC Consent Order]

VERIFICATION

STATE OF NEW YORK        )  
                                      ) ss.:  
COUNTY OF CHEMUNG        )

I, CHRISTOPHER MOSS, being duly sworn, deposes and says that he is the County Executive of the County of Chemung, New York, the municipality corporation named in the within entitled action; that he has read the foregoing application and knows the content thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

---

County of Chemung

Sworn to before me this \_\_\_\_ day of  
November, 2021.

---

**Existing O&M Costs<sup>1</sup>**

	SD #1	\$	2,553,059
Current (2021) O&M Budgeted Costs	ESD	\$	2,951,377
	<b>Total</b>	<b>\$</b>	<b>5,504,436</b>

**Additional Future O&M Costs for New Processes**

*Additional MMBR and phosphorous removal processes not currently in place at either Milton Street or Lake Street WWTP are being added to meet SPDES permit limits.*

**MMBR Process (at Milton Street / Regional WWTP)**

Current O&M Costs	\$	-
Future Chemical Costs	\$	541,000
<b>Change in O&amp;M Costs</b>	<b>\$</b>	<b>541,000</b>

**Additional Phosphorous Removal (at Milton Street / Regional WWTP)**

	Alum - Holland	PACL - Holland	FX300 - Neo Water <sup>3</sup>
Current Chemical Costs	\$ 383,557	\$ 771,278	\$ 600,954
Future Chemical Costs	\$ 476,229	\$ 957,627	\$ 746,151
Change in Chemical Costs (per chemical)	\$ 92,672	\$ 186,349	\$ 145,197
<b>Change in Chemical Costs (total)</b>	<b>\$</b>	<b>424,218</b>	

**Additional Polymer Use (at Milton Street / Regional WWTP)**

Current Chemical Costs	\$	93,600
Future Chemical Costs	\$	207,792
<b>Change in Chemical Costs</b>	<b>\$</b>	<b>114,192</b>

**Additional UV Treatment Train (at Milton Street / Regional WWTP)**

Current O&M Costs	\$	-
Future Energy Costs (additional units)	\$	24,000
<b>Change in Energy Costs</b>	<b>\$</b>	<b>24,000</b>

<b>Future O&amp;M Costs (total)</b>	<b>\$</b>	<b>6,469,654</b>
<b>Change in O&amp;M Costs (total)</b>	<b>\$</b>	<b>965,218</b>
<b>Future O&amp;M Costs (total per EDU)</b>	<b>\$</b>	<b>182</b>

**Footnotes:**

1. Current O&M costs are based on the 2021 budget as provided by CCSD. No reduction in labor or energy is anticipated due to consolidation.
2. The same manufacturer was used for consistency and higher estimated costs were used for a more conservative overall estimate.



## Consolidation Project Summary Project Debt Scenarios - 50% Cost Estimate

**Client:** Chemung County Sewer Districts

**Estimate:** 50% Design Construction Cost Estimate

**Project:** Wastewater Treatment Plant Consolidation

**Date:** April 8, 2022

### Projected Debt Service from Consolidation Project (Based on 50% Estimate):

	Low Estimate	Mid Estimate	High Estimate
Total Estimated Project Cost	\$235,000,000	\$235,000,000	\$235,000,000
Grant	\$22,500,000	\$10,000,000	\$0
Amount Financed	\$212,500,000	\$225,000,000	\$235,000,000
Hardship loan	\$20,000,000	\$20,000,000	\$0
Hardship term (yrs)	30	30	30
Hardship Rate	0%	0%	0.0%
Low Interest Loan	\$192,500,000	\$205,000,000	\$235,000,000
Loan Term (yrs)	30	30	30
Interest Rate	2.0%	2.0%	2.0%
Annual Debt Service From Consolidation	\$9,261,777	\$9,819,901	\$10,492,732
Annual Debt/EDU	<b>\$260</b>	<b>\$276</b>	<b>\$295</b>

EDU = Equivalent Dwelling Unit

EDU counts based on Jan 2021 evaluation of detailed water metering data

**COUNTY OF CHEMUNG, NEW YORK**  
**Sewer Indebtedness as of April 27, 2022**

<b>SD #1 - Fund 22</b>					
<b>Type</b>	<b>Dated</b>	<b>Amount Outstanding</b>	<b>Matures</b>	<b>Rate</b>	
Public Improvement Bonds	12/15/2017	\$ 421,840.00	12/15/2029	2.125%-3.000%	
Public Improvement Bonds	12/20/2018	\$ 553,320.00	12/15/2030	2.000%-3.000%	
Public Improvement Bonds	12/19/2019	\$ 511,800.00	12/15/2031	2.000%	
Public Improvement Bonds	10/15/2020	\$ 330,717.00	10/15/2032	1.000%-2.000%	
Series B Notes	12/30/2021	\$ 740,000.00	12/29/2022	0.397%	
Series C Notes	12/30/2021	\$ 1,347,860.00	12/29/2022	0.490%	
<b>TOTAL</b>		<b>\$ 3,905,537.00</b>			

<b>ESD - Fund 23</b>					
<b>Type</b>	<b>Dated</b>	<b>Amount Outstanding</b>	<b>Matures</b>	<b>Rate</b>	
Public Improvement Bonds	12/15/2017	\$ 224,980.00	12/15/2029	2.125%-3.000%	
Public Improvement Bonds	12/20/2018	\$ 981,080.00	12/15/2030	2.000%-3.000%	
Public Improvement Bonds	12/19/2019	\$ 1,079,940.00	12/15/2031	2.000%	
Public Improvement Bonds	10/15/2020	\$ 2,028,283.00	10/15/2032	1.000%-2.000%	
Public Improvement Bonds (Ref)	8/13/2020	\$ 358,000.00	10/15/2028	2.000%-4.000%	
Series B Notes	12/30/2021	\$ 999,000.00	12/29/2022	0.397%	
Series C Notes	12/30/2021	\$ 2,452,140.00	12/29/2022	0.490%	
NYSEFC Bonds, 2008	10/23/2008	\$ 505,767.00	7/8/2038	0.000%	
NYSEFC Bonds, 2021	4/29/2021	\$ 2,880,952.00	12/15/2050	0.000%	
<b>TOTAL</b>		<b>\$ 11,510,142.00</b>			

**TOTAL OF SD #1 & ESD** **\$ 15,415,679.00**



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution adopting ARPA Fund Subrecipient Monitoring Plan

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**Resolution #:** 22-319  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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

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### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Subrecipient Monitoring Plan (DRAFT).pdf</a>	<a href="#">Draft Plan</a>	<a href="#">Cover Memo</a>	6/2/2022



**Chemung County, NY**  
**Subrecipient Monitoring Plan**

Dated: June 1, 2022

## **Introduction**

The County of Chemung has developed this fiscal and subrecipient monitoring plan as required pursuant to the requirements of the Coronavirus Aid, Relief and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and the American Rescue Plan (ARP). Chemung County staff, along with the grant program managers and recipients, are responsible for fiscal monitoring of expenditures of federal grants awarded to subrecipients, including local government units, public development corporations, and nonprofit organizations.

## **Overview**

Chemung County serves as a pass-through entity for federal awards and, as such, is required to monitor the activities of subrecipients as needed, ensuring subawards are used for the authorized purposes, in accordance with federal statutes, regulations, and terms and conditions of the subaward. Monitoring includes an assessment of documentation and data maintained by the subrecipient; information obtained in interviews; and information obtained through observation. Should there be any changes to programs or policies relevant to a particular award, Chemung County may use interviews, email, and hard-copy paper communication to do this.

Subrecipient monitoring activities/methods that Chemung County can use include, but are not limited to, the following: annual risk assessment, single audit review, limited-scope audits, site visits, subrecipient report review, prior approval for certain activities, third-party evaluations, and technical assistance and training.

## **Purpose and Authority**

Chemung County adheres to the following federal regulatory provisions under which fiscal accountability and compliance monitoring are conducted:

- 2 CFR §200.331 – Requirements for Pass-Through Entities;
- 2 CFR §200.3474 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements;
- 2 CFR §200 EDGAR – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 34 CFR §74 – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations;
- 34 CFR §80 – Uniform Administrative Requirements for Grants and Cooperative Agreements; and
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations.

## **Internal Controls**

Chemung County is responsible for ensuring its compliance with state and federal regulations in all aspects of grants' fiscal and programmatic management.

## **County Responsibilities/Activities**

All subrecipient grant requests for subawards are reviewed and approved by the Legislature. Subawards undergo a review process prior to submission to the Legislature, to ensure that the proposed subrecipient has the financial resources, programmatic experience, and proper staffing, plans, policies and status to provide the County reasonable assurance that the subaward will be administered efficiently and properly pursuant to Federal and program requirements.

The County reviews subrecipient activities to provide reasonable assurance that the subrecipient administers federal awards in compliance with federal requirements by review of programmatic reports and on-site monitoring visits. Other activities that County fiscal and program staff carry out include:

- conducting fiscal monitoring;
- processing fund requests in a timely manner;
- correspondence to track grant programs and progress;
- developing policies for grant monitoring, single audits, and fund request/reimbursement process;
- regularly communicating the most recent up-to-date guidance on processes;
- ensuring sufficient guidance on the use of the grant funds; and
- conducting workshops, webinars, and meetings when needed.

## **Risk Assessment**

The risk assessment identifies the likelihood a subrecipient may fail to observe prescribed rules. The risk assessment of an organization does not indicate the organization has passed or failed, but merely establishes whether the organization's compliance risk level is acceptable to the County. An organization's compliance and noncompliance can only be determined by an independent auditor or after a review by County monitoring staff.

Chemung County will conduct an annual risk assessment by reviewing all audit reports submitted by subrecipient organizations and, as a result, risk levels can change from year to year. The risk assessment targets areas that help identify changes critical to assessing the subrecipient's risk level, such as: financial problems that could lead to diversion of program funds; loss of essential personnel; loss of accreditation to operate the program; rapid growth; new activities or services; organizational restructuring; and complaints regarding program and/or fiscal operations.

This annual review allows Chemung County to focus its resources on the following approaches to mitigate the potential for risk while providing support to subrecipients at the same time:

- *Communication* – Regular communication with all subrecipients regarding programmatic and fiscal updates. Specific, tailored communication with subrecipients in areas identified as a potential risk.
- *Technical Assistance* – Organizations with a medium or high-risk level may be subject to special grant conditions and will be afforded focused technical training and assistance by County staff.
- *Selected Subrecipient Monitoring* – Annually, Chemung County may elect to choose subrecipients for fiscal monitoring. The higher the risk level, the more likely a subrecipient is to be selected for monitoring.

## **Monitoring**

As a federal pass-through entity, Chemung County has responsibility to monitor subrecipients to ensure subawards are used for authorized purposes, and in accordance with federal and state statutes, regulations, and the terms and conditions set forth in the subaward. The monitoring process may review time and effort, grant expenditures, payroll cost, non-payroll cost, asset management, grants management.

## **Fiscal Monitoring Process**

Based on annual single audit review and risk assessment, Chemung County develops and conducts the annual subrecipient monitoring plan. The risk assessment tool is used to help in determining the priority of subrecipients to be reviewed and the level of monitoring to be performed. Also, the risk assessment is used in determining the frequency of the subrecipient monitoring. The goal of any subrecipient monitoring is to ensure compliance with applicable federal statutes and regulations and grant program directives and requirements. Subrecipient monitoring is conducted either remotely or on site at the subrecipient locale.

Monitoring activities, at a minimum, encompass a review to determine:

- if costs are allowable, allocable, reasonable, and necessary for the performance and the administration of the program;
- if costs are applied consistently and conform to Generally Accepted Accounting Principles (GAAP);
- if costs are supported by adequate documentation, such as vendor invoices, time and attendance records, purchase orders, etc;
- if reported charges represent actual costs, not budgeted or projected amounts;
- if matching requirement contributions were met;
- if matching requirement contributions were from allowable sources;
- if cash advances/drawdowns are only for amounts necessary to meet immediate cash needs;

- if excess cash for the immediate needs of the program does not accumulate beyond the immediate needs of the program; and
- if program funds were used to acquire equipment.

Chemung County requires subrecipients to, at a minimum quarterly, report actual expenditures of funds received from Chemung County.

### **Corrective Actions Related to Federal Grants**

Corrective actions can be imposed by Chemung County when subrecipients of federal grants are found to be noncompliant with the terms and conditions of federal grant programs. The purpose of any such corrective action is to ensure the subrecipient makes the necessary corrections and becomes compliant.

#### **Corrective Action**

When a subrecipient does not follow the terms and conditions of federal grant programs, Chemung County can impose corrective action. The purpose of any corrective action is not to punish the subrecipient but to bring them in line with federal requirements.

Noncompliance may be identified in: single audit or single audit review, federal monitoring review, or concerns identified through other means.

Once noncompliance has been identified, the subrecipient will receive notification of the necessary items to address the noncompliance. The notification will outline area(s) of noncompliance, enforcement actions (if any), corrective action plan submittal timeframe, corrective action completion timeframe.

It is the responsibility of the subrecipient to submit a corrective action plan that addresses each monitoring finding and for submitting proper supporting documentation.

#### **Enforcing Corrective Action**

Chemung County may impose an enforcement action as part of a corrective action plan or for noncompliance with an earlier corrective action. In 2 CFR §200.338 – Remedies for Noncompliance, Chemung County is authorized to impose enforcement actions. Chemung County may:

- temporarily withhold cash payments pending corrective action;
- disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the federal award;
- initiate suspension or debarment proceedings;
- withhold further federal awards for the grant;
- take other remedies that may be legally available; and
- deny a grant application for federal funding as an enforcement action.

## **Completing Corrective Action**

The subrecipient must validate that it has corrected the activity/deficiency that resulted in the noncompliance. Specific documentation is required, demonstrating the completion of the corrective action by the date identified in the corrective action notification. Required documentation should be sent to the Chemung County email address identified in the corrective action notification along with any questions or concerns. If the subrecipient needs more time to provide such information, they must request an extension in writing.

## **Applicable Refunds**

If the corrective action results in a repayment of federal funds, send payment to:

Jennifer Furman  
Chemung County Treasurer  
203 Lake Street  
Elmira, NY 14901

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