



MINUTES OF MEETING
Buildings and Grounds
March 4, 2024
7:00 PM

I. COMMUNICATIONS

Minutes of a meeting of the Buildings and Grounds Committee of the Chemung County Legislature held in the Hazlett Building, 5th Floor, 203 Lake Street, Elmira, New York on Monday, March 4, 2024.

Committee members present: John Burin (Chairman), Lawana Morse, L. Thomas Sweet, Joseph Brennan, James Palmer, William McCarthy, Michael Smith

Officials present: Michael Saglibene, Mark Margeson, Joseph Donovan, Steven Pickering, Martin Chalk, Brent Stermer, Scott Drake, Rodney Strange, Bryan Maggs, Brain Hart, Pete Buzzetti

The meeting was called to order by the Chairman of the committee, John Burin.

1. Correction to Tax Roll less than \$2,500
2. 2024 County & Town Tax Bills Corrections

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing Chemung County Departments to Utilize Omnia Partners Contract to purchase from Lowes (Maintenance, Repair and Operations supplies and Related Services)

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-0, authorizing Chemung County Departments to Utilize Omnia Partners Contract to purchase from Lowes (Maintenance, Repair and Operations supplies and Related Services).

2. Resolution authorizing Purchase Agreement with Grassland Equipment & Irrigation Corp, Inc. on behalf of the Chemung County Department of Buildings and Grounds [(Groundmaster 5900 (T4)]

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-0, authorizing Purchase Agreement with Grassland Equipment & Irrigation Corp, Inc. on behalf of the Chemung County Department of Buildings and Grounds [(Groundmaster 5900 (T4)].

3. Resolution awarding bid to Streeter Associates on behalf of the Chemung County Department of Buildings and Grounds (Architectural and Engineering Services for the National Soaring Museum Foundation Stabilization)

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-

0, awarding bid to Streeter Associates on behalf of the Chemung County Department of Buildings and Grounds (Architectural and Engineering Services for the National Soaring Museum Foundation Stabilization).

4. Resolution authorizing agreement with Fagan Engineers & Land Surveyors PC on behalf of the Chemung County Department of Buildings and Grounds

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-0, authorizing agreement with Fagan Engineers & Land Surveyors PC on behalf of the Chemung County Department of Buildings and Grounds.

5. Resolution authorizing Correction to 2024 County & Town Tax bill for Corning Natural Gas on behalf of the Chemung County Office of Real Property Tax Services

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-0, authorizing Correction to 2024 County & Town Tax bill for Corning Natural Gas on behalf of the Chemung County Office of Real Property Tax Services.

6. Resolution authorizing Correction to 2024 County & Town Tax bill for Daniel Applegate on behalf of the Chemung County Office of Real Property Tax Services (85.00-1-4, Town of Chemung)

Motion made by L. Thomas Sweet, seconded by Michael Smith, and Passed with a vote of 7-0, authorizing Correction to 2024 County & Town Tax bill for Daniel Applegate on behalf of the Chemung County Office of Real Property Tax Services (85.00-1-4, Town of Chemung).

III. OLD BUSINESS

Mr. Smith requested an update on the status of the rear handicap accessible entrance/exit at The Senior Center/Family Fitness Center.

Mr. Burin requested the 2023 4th quarter American Rescue Plan Act report and a copy of the apportionment of county taxes to each municipality report.

IV. NEW BUSINESS

V. ADJOURNMENT

The meeting was adjourned on the motion made by Mr. Sweet, seconded by Mr. Smith. Motion Carried.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Correction to Tax Roll less than \$2,500

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Attached is the list for corrected tax bills for January 2024.

Prior Resolution 23-592

Resolution 23-592 Authorizes the Director of Real Property Tax Services to correct erroneous tax bills for amounts less than

CREATION:

Date/Time:	Department:
1/29/2024 1:36:45 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 12:46 PM	Approved	County Executive	
2/29/2024 4:27 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Corrections Letter.pdf	Corrections Letter	Cover Memo
Corrections and Refunds Report 23.pdf	Corrections and Refund Reports	Cover Memo

*Chemung County
Real Property Tax Office
P. O. Box 588
210 Lake Street
Elmira, New York 14902-0588*

*Theresa R. Murdock
Director
607-737-2990
tmurdock@co.chemung.ny.us*

January 12, 2024

Mr. John Burin, Chairman
Buildings & Grounds Committee
P.O. Box 588
Elmira, NY 14902

Dear Mr. Burin:

Chemung County Legislative Resolution 23-592, authorizes the Director of Real Property Tax Services to process corrections to the tax roll, under the Real Property Tax Law Section 554, for any correction not to exceed the sum of \$2,500.

Resolution 23-593 authorizes the Director of Real Property Tax Services to process refunds to the tax roll under the Real Property Tax Law Section 556, for any corrections not to exceed the sum of \$2,500.

Therefore, pursuant to these resolutions, I have attached a report of the corrections that I have processed for the month of January 2024.

If you have any questions or concerns regarding this correction, please give me a call and I will be happy to discuss them with you.

Sincerely,

Theresa R. Murdock

Theresa R. Murdock, CCD
Director
County of Chemung
Real Property Tax Office

Corrections and Refunds Report

Date	Municipality	Owner	Tax Map #	Action	Prior tax Amount	Corrected Amount	Difference	Reason
1/8/2024	Horseheads	Hatfield, Phyllis	78.08-3-59	New Tax Bill	\$492.72	\$255.47	\$237.25	Senior Citizens Exemption is not on Tax Bill



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

2024 County & Town Tax Bills Corrections

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Attached is the list of corrections for 2024 County & Town Tax bills. Resolution 23-592 authorizes the Director of Real Property Tax Office to correct tax bills under \$2,500.

CREATION:

Date/Time:	Department:
2/21/2024 10:58:20 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/21/2024 11:06 AM	Approved	County Executive	
2/29/2024 3:25 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Corrections Letter (2).pdf	Corrections Letter	Cover Memo
Corrections and Refunds Report 23 (1).pdf	Refunds Report	Cover Memo

*Chemung County
Real Property Tax Office
P. O. Box 588
210 Lake Street
Elmira, New York 14902-0588*

*Theresa R. Murdock
Director
607-737-2990
tmurdock@co.chemung.ny.us*

February 16, 2024

Mr. John Burin, Chairman
Buildings & Grounds Committee
P.O. Box 588
Elmira, NY 14902

Dear Mr. Burin:

Chemung County Legislative Resolution 23-592, authorizes the Director of Real Property Tax Services to process corrections to the tax roll, under the Real Property Tax Law Section 554, for any correction not to exceed the sum of \$2,500.

Resolution 23-593 authorizes the Director of Real Property Tax Services to process refunds to the tax roll under the Real Property Tax Law Section 556, for any corrections not to exceed the sum of \$2,500.

Therefore, pursuant to these resolutions, I have attached a report of the corrections that I have processed for the month of February 2024.

If you have any questions or concerns regarding this correction, please give me a call and I will be happy to discuss them with you.

Sincerely,

Theresa R. Murdock

Theresa R. Murdock, CCD
Director
County of Chemung
Real Property Tax Office

Corrections and Refunds Report

Date	Municipality	Owner	Tax Map #	Action	Prior tax Amount	Corrected Amount	Difference	Reason
2/13/2024	Chemung	Brown, Shirley	132.00-1-17	New Bill	\$2,015.43	\$1,960.00	\$55.43	Failed to get the ag exemption
2/12/2024	City of Elmira	Chemung Co Property Dev	89.07-7-72	Expunge Tax	\$157.80	0.00	0.00	Land Bank Exempt
2/8/2024	Big Flats	GOH, LLC	76.01-1-7.1/1	Expunge Tax	\$1,541.16	\$0.00	\$1,541.16	Cell tower not Built
2/12/2024	City of Elmira	Chemung Co Property Dev	89.18-3-45	Expunge Tax	\$ 61.58	\$0.00	\$61.58	Land Bank Exempt
2/12/2024	City of Elmira	Chemung Co Property Dev	99.12-3-19	Expunge Tax	\$350.24	\$0.00	\$350.24	Land Bank Exempt
2/12/2024	City of Elmira	Chemung Co Property Dev	100.05-2-31	Expunge Tax	115.46	\$0.00	\$ 115.46	Land Bank Exempt
2/12/2024	City of Elmira	Chemung Co Property Dev	99.10-7-45	Expunge Tax	\$61.58	\$0.00	\$61.58	Land Bank Exempt
2/12/2024	City of Elmira	Chemung Co Property Dev	99.10-1-18	Expunge Tax	\$ 84.67	0.00	\$84.67	Land Bank Exempt
2/12/2024	City of Elmira	Chemung Co Property Dev	99.08-9-72	Expunge Tax	\$61.58	\$0.00	\$61.58	Land Bank Exempt
1/16/2024	Horseheads	Burch, Todd	69.17-5-24	New Tax Bill	\$ 413.92	\$ 50.76	\$363.16	Sewer District on wrong parcel
1/19/2024	Southport	Chemung Co Property Dev	100.09-1-20	Expunge Tax	\$ 639.06	\$0.00	\$639.06	Land Bank Exempt
1/22/2024	City of Elmira	Norfolk Southern RR	89.15-4-1.11	New Tax Bill	\$ 47,046.62	\$ 45,240.29	1806.33	Didn't change Railroad Ceiling
1/26/2024	Southport	Verizon New York, Inc.	500.00-18-1	New Tax Bill	\$ 6,954.58	\$ 5,911.40	1043.18	Failed to change Special Franchise
1/31/2024	Veteran	Hartsock, Mary	9.20-1-33	New Tax Bill	\$ 1,627.85	\$ 1,419.25	208.6	Failed to enter Senior Citizens Ex
1/26/2024	Southport	Empire Long Distance	500.00-22-1	New Tax Bill	1439.4	1223.49	215.91	Failed to change Special Franchise



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Chemung County Departments to Utilize Omnia Partners Contract to purchase from Lowes (Maintenance, Repair and Operations supplies and Related Services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Superintendent of Buildings & Grounds is requesting that Chemung County Departments be authorized to utilize the Omnia Partners Contract to Purchase from Lowes (Region 4 ESC-TX-PGB-24500-RI92006 - Maintenance, Repair and Operations supplies and Related Services) during the period of April 1, 2024 through March 31, 2025. Total County spending to be estimated approximately \$75,000 for 12 month time frame.

Previous Resolution 23-103

Vendor/Provider	Lowes				
Term	4/1/24-3/31/25	Total Amount	75,000	Prior Amount	55,000
Local Share	unknown	State Share	unknown	Federal Share	unknown
Project Budgeted?	Yes	Funds are in Account #	each depts acct		

CREATION:

Date/Time:	Department:
1/29/2024 10:46:07 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 1:23 PM	Approved	County Executive	
2/29/2024 4:22 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Renewal-final.pdf	Renewal Final	Cover Memo



October 27, 2023

Mr. Scott Matthews
scott.matthews@lowes.com
VP Pro Sales
Lowe's Home Centers, LLC
1000 Lowe's Blvd
Mooresville, NC 28117

Re: Renewal Award of Contract #R192006

Dear Mr. Matthews:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Lowe's Home Centers, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 9, 2019, and subsequent performance thereafter:

Contract

Maintenance, Repair and Operations (MRO) Supplies & Related Services

The contract will expire on March 31, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Williams, at (810) 666-0972 or melissa.williams@omniapartners.com.

The partnership between Lowe's Home Centers, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

AB11C26E709E4C4...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Grassland Equipment & Irrigation Corp, Inc. on behalf of the Chemung County Department of Buildings and Grounds [(Groundmaster 5900 (T4))]

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Superintendent of Buildings & Grounds would like authorization to purchase a Groundmaster 5900 (T4) utilizing Group 40658 Heavy Equipment, Award PGB-22792, NYS Contract: PC69682 for a price not to exceed \$136,615.47.

Purchase of Groundmaster 5900 (T4) utilizing Group 40658 Heavy Equipment, Award PGB-22792, NYS Contract: PC69682 for a price not to exceed \$136,615.47.

Vendor/Provider Grassland Equipment & Irrigation Corp, Inc.

Term	Total Amount	136,615.47	Prior Amount	0
Local Share 100%	State Share		Federal Share	
Project Budgeted? Yes	Funds are in Account #	40-9552 51997		

CREATION:

Date/Time:	Department:
1/29/2024 11:02:52 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 1:40 PM	Approved	County Executive	
2/29/2024 4:10 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
chemung_county_5900.pdf	Chemung County 5900	Cover Memo
GROUP_AWARD_-_AWARD_DESCRIPTION_-_Contractor_Information.pdf	Group Award Description	Cover Memo
4062522792PL_Toro.pdf	Toro	Cover Memo
Scanned_from_a_Xerox_Multifunction_Printer.pdf	Scanned	Cover Memo



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312



Count on it.



892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	Q149033
Date:	5-Jan-24
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	9-12+ Months
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Chemung County
Address:
City State Zip
Attn:
Phone:
Email Contact:

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Keith T Pierce
Cell Phone	607 481 0809
Email	kpierce@grasslandcorp.com

**Group 40625 Heavy Equipment. Award PGB-22792,
NYS Contract: PC69682 Now to April 30, 2025**

Qty	Model Number	Description	2023 Sugg. Retail Price	Contract Price	Extension
1	31698	Groundsmaster 5900 (T4)	\$164,294.00	\$128,149.32	\$128,149.32
1	30669	Universal Sunshade, White	\$940.00	\$733.20	\$733.20
1	101-SD	Commercial Set Up and Delivery	\$ 7,732.95	\$ 7,732.95	\$7,732.95

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$165,234.00
Delivery Contact Phone Number		Discount	(\$36,351.48)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that		Total Equipment	\$128,882.52
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up & Delivery	\$ 7,732.95
		Wintercab Set Up	
		Total	\$136,615.47
Customer Acceptance		Date:	\$136,615.47



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: November 9, 2023

Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS	
PC69837	Alamo Group Texas LLC DBA Alamo Industrial and Terrain King 1502 East Walnut St. Seguin, TX 78155 Federal ID: 742362509 NYS Vendor ID: 1000058230	Contract Period: 11/09/2022 to 08/08/2025	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69406	Caterpillar Inc. 100 NE Adams St. Peoria IL 61629 Federal ID: 370602744 NYS Vendor ID: 1100137599	Contract Period: 05/20/2021 to 05/13/2024	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68956	Cives Corporation DBA Viking Cives (USA) 1431 Mill Street Harrisville, NY 13648 Federal ID: 160955800 NYS Vendor ID: 1000007605	Contract Period: 12/24/2019 to 10/29/2024	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



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Contractor Information Summary

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Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69396	Clark Equipment Company DBA Bobcat Company 250 East Beaton Drive West Fargo, ND 58078 Federal ID: 380425350 NYS Vendor ID: 1000009236	Contract Period: 05/20/2021 to 05/31/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69377	CNH Industrial America, LLC (Agriculture) 700 State Street Racine, WI 53404 Federal ID: 760433811 NYS Vendor ID: 1100123548	Contract Period: 03/16/2021 to 12/30/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69383	CNH Industrial America, LLC (Construction) 700 State Street Racine, WI 53404 Federal ID: 760433811 NYS Vendor ID: 1100123548	Contract Period: 04/01/2021 to 05/13/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69683	Deere & Company 2000 John Deere Run Cary, NC 27513 Federal ID: 362382580 NYS Vendor ID: 1000009176	Contract Period: 06/14/2022 to 04/30/2025 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



Office of General Services Procurement Services

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Contractor Information Summary

Updated: November 9, 2023

Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69378	Deere & Company (Agriculture) 2000 John Deere Run Cary, NC 27513 Federal ID: 362382580 NYS Vendor ID: 1000009176	Contract Period: 03/16/2021 to 12/30/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69840	Diamond Mowers, LLC 350 E. 60th St. North Sioux Falls, SD 57110 Federal ID: 460457129 NYS Vendor ID: 1000019378	Contract Period: 09/28/2022 to 08/09/2025 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69232	Felling Trailers, Inc. 1525 Main Street South Sauk Centre, MN 56378 Federal ID: 411329390 NYS Vendor ID: 1100157965	Contract Period: 12/10/2020 to 02/11/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69150	Gradall Industries Inc (Gradall) 406 Mill Avenue S.W. New Philadelphia OH 44663 Federal ID: 742660540 NYS Vendor ID: 1100121209	Contract Period: 6/15/2019 to 5/31/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



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Contractor Information Summary

Updated: November 9, 2023

Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69052	Henderson Products, Inc. 1085 South 3rd Street Manchester, IA 52057 Federal ID: 271184835 NYS Vendor ID: 1000034909	Contract Period: 03/16/2020 to 10/29/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69513	Hyundai Construction Equipment Americas, Inc. 6100 Atlantic Blvd. Norcross, GA 30071 Federal ID: 36-3793157 NYS Vendor ID: 1100247262	Contract Period: 12/15/2021 to 05/13/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68962	JA Larue, Inc. 3003 Watt Avenue Quebec City, QC G1X3W2 Federal ID: 300431656 NYS Vendor ID: 1100143510	Contract Period: 02/06/2020 to 10/29/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69235	JCB, Inc. 2000 Bamford Blvd Pooler, GA 31322 Federal ID: 520907423 NYS Vendor ID: 1000018096	Contract Period: 01/07/2021 to 05/31/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



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Contractor Information Summary

Updated: November 9, 2023

Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
Pending Assignment	John Deere Shared Services DBA John Deere Construction Retail Sales 1515 5 th Avenue Moline, IL 61205 Federal ID: 363387700 NYS Vendor ID: 1000044783	Contract Period: 05/20/2021 to 05/13/2023 Contractor and Pricing Information Terms & Conditions
PC69404	Kubota Tractor Corporation 1000 Kubota Drive Grapevine, TX 76051 Federal ID: 952801513 NYS Vendor ID: 1100162991	Contract Period: 06/30/2021 to 05/31/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69681	Morbark, LLC 8507 S. Winn Rd. Winn, MI 48896 Federal ID: 382805772 NYS Vendor ID: 1000044812	Contract Period: 06/07/2022 to 05/07/2025 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u> <u>Dealer Area Representation Tree Care</u> <u>Dealer Area Representation Industrial</u> <u>Dealer Area Representation Forestry</u>
PC69161	RPM Tech Inc. 1318 Principale St-Valerien-de-Milton, Quebec Canada JOH2BO Federal ID: 981521239 NYS Vendor ID: 1100243801	Contract Period: 08/6/2020 to 10/29/2024 <u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: November 9, 2023

Group 40625 – Heavy Equipment (Statewide)

Award Number: PGB-22792 Contract Period See Below For Specific Contract Periods

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS	
PC69682	The Toro Company 8111 Lyndale Ave. South Bloomington, MN 55420-1196 Federal ID: 410580470 NYS Vendor ID: 1100137208	Contract Period: 07/07/2022 to 04/30/2025	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68687	Trail King Industries, Inc. 300 E Norway Ave. Mitchell, SD 57301 Federal ID: 460320593 NYS Vendor ID: 1100162815	Contract Period: 12/24/2019 to 02/11/2024	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69437	Volvo Construction Equipment North America, LLC 304 Volvo Way Shippensburg, PA 17257 Federal ID: 221582040 NYS Vendor ID: 1100260175	Contract Period: 08/24/2021 to 05/13/2024	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Group 40625– Award PGB-22792, Heavy Equipment

The Toro Company Contractor and Pricing Information

Updated February 10, 2023

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC69682 Sourcewell Contract: 031121-TTC	The Toro Company 8111 Lyndale Ave South Bloomington, MN 55420-1196	Name: Jon Stodola Title: Government Sales Manager Phone: (952) 887-7937 Fax: (952) 887-8694 Email: jon.stodola@toro.com	Federal ID 410580470 NYS Vendor ID 1100137208
Business Hours: Monday - Friday 8AM – 5PM, Central			

Contract Pricelist and Discounts

NOTE: Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. Contact the Centralized Contract Contact listed above for current US MSRP price list.

Name of Price List	Discount from MSRP
Toro Commercial Equipment	22% off US MSRP
Toro Specialty Vehicles	7% off US MSRP
Toro Landscape Contractor Equipment (LCE)	27% off US MSRP
Toro Landscape Contractor Equipment (LCE) Non-Toro allied products	0% off US MSRP
Toro Landscape Contractor SNOW Equipment (LCE SNOW)	20% off US MSRP
Toro Siteworks System (SWS) Equipment	17% off US MSRP
BOSS Snow Removal Equipment	25% off US MSRP
Snowrator Products	\$400 off US MSRP
Toro Bullseye Equipment	5% off US MSRP
Toro Golf Irrigation	40% off US MSRP
Toro Residential Commercial Equipment (RES COM)	40% off US MSRP
Irritrol Irrigation Products	0% - 40% off US MSRP
Rain Master Irrigation Products	0% - 40% off US MSRP
Sentinel Irrigation Products	35% off US MSRP
Large Rotors	15% off US MSRP
Ventrac 4500 Series Products	12% off US MSRP
Ventrac SSV Products	5% off US MSRP

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$50,000?	Yes
Does Contractor offer Prompt Payment Discounts?	No

Note: The Toro Company is the contractor. Purchase orders should reference the NYS contract number and can be issued directly to the authorized NYS dealers listed below. Dealers will invoice contract users directly. The Toro Company will continue to assume full responsibility for all the terms and conditions of the contract. If the NYS contract price or better is not honored by the dealer, the purchase is not allowed under this contract.

AUTHORIZED NYS DEALERS

Grassland Equipment & Irrigation Corp.	892-898 Troy Schenectady Rd. Latham, NY 12110	Chris Pogge, Sales Manager Phone: 518-857-0197 Email: cpogge@grasslandcorp.com <u>Hours of Availability:</u> 7AM – 6PM	14-1460098 1000006720
Grassland Equipment & Irrigation Corp.	315 Commerce Blvd. Liverpool, NY 13088	Chris Pogge, Sales Manager Phone: 518-857-0197 Email: cpogge@grasslandcorp.com <u>Hours of Availability:</u> 7AM – 6PM	14-1460098 1000006720
Storr Tractor Company	3191 U-S- Hwy 22 East Branchburg, NJ 08876	Steve Bradley, Director of Sales Phone: 908-722-9830 Email: sbradley@storrtractor.com <u>Hours of Availability:</u> 7AM – 6PM	83-2508407 1000008706
Storr Tractor Company	175 13th Avenue Ronkonkoma, NY 11779	Steve Bradley, Director of Sales Phone: 908-722-9830 Email: sbradley@storrtractor.com <u>Hours of Availability:</u> 7AM – 6PM	83-2508407 1000008706
Turf Products, LLC	157 Moody Rd. Enfield, CT 06082	Jim Staszowski, Sales Manager Phone: 413-237-1467 Email: jstaszowski@turfproductscorp.com <u>Hours of Availability:</u> 7AM – 6PM	20-3115685 1100081103

Note:

Grassland Equipment & Irrigation Corp. will accept purchase orders from all counties not covered by Storr Tractor Company and Turf Products, LLC.

Storr Tractor Company will accept purchase orders from Authorized Users in Orange, Rockland, New York City, Suffolk and Nassau counties.

Turf Products, LLC will accept purchase orders from Authorized Users in Westchester and Putnam counties.

**CHEMUNG COUNTY ~ CITY OF ELMIRA PURCHASING DEPARTMENT
PIGGYBACK CHECKLIST**

ISSUING COUNTY NYS OGS

BID NUMBER & TITLE PC69682 Group 40625 Award PGB-22792

VENDOR NAME The Toro Company

COUNTY BID # PGB- 2630

REQUESTING DEPT. B&G

EXPLANATION

<input checked="" type="checkbox"/>	RESOLUTION BID	<u>This is an OGS Contract</u>
<input checked="" type="checkbox"/>	DOCUMENT	<u>Received</u>
<input checked="" type="checkbox"/>	BID TAB	<u>PC69682</u>
<input checked="" type="checkbox"/>	SOLICITATION	<u>PC69682</u>
<input checked="" type="checkbox"/>	PIGGYBACK LANGUAGE	<u>Yes</u>
<input checked="" type="checkbox"/>	METHOD OF AWARD	<u>Lowest Price</u>
<input checked="" type="checkbox"/>	SIGNED FORMS	<u>N/A</u>
<input checked="" type="checkbox"/>	CONTRACT TERM	<u>Expires 4/30/2025</u>
<input checked="" type="checkbox"/>	IS THIS BEST VALUE	<u>YES</u>
<input checked="" type="checkbox"/>	LOCAL VENDOR AVAILBLE	<u>Vendor located in Latham N.Y.</u>


SIGNATURE

Nina Wells
BUYER NAME


SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING NAME



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Streeter Associates on behalf of the Chemung County Department of Buildings and Grounds (Architectural and Engineering Services for the National Soaring Museum Foundation Stabilization)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Superintendent of Buildings & Grounds would like permission to accept sole bidder Streeter Associates for Bid RFB-2585 National Soaring Museum Foundation Stabilization Project, bid opening December 14, 2023, not to exceed \$159,000.

Budget Transfer submitted 2/6/24 to cover shortage, attached.

Vendor/Provider	Streeter Associates			
Term	3/12/24-12/31/24	Total Amount	\$159,000	Prior Amount
Local Share	100%	State Share		Federal Share
Project Budgeted?	Yes	Funds are in Account #	40-9552 51997	

CREATION:

Date/Time:	Department:
2/21/2024 11:53:38 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/21/2024 12:00 PM	Approved	County Executive	
2/29/2024 4:09 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
240105 - Bid Recommendation Soaring Museum.pdf	Bid Recommendation Soaring Museum	Cover Memo
Email 2 6 24.pdf	Email 2 6 24	Cover Memo
Budget Transfer 2 6 24.pdf	Budget Transfer 2 6 24	Cover Memo

January 5, 2024

Don Bishop
Chemung County Building & Grounds
217 Madison Avenue
Elmira NY, 14901

**Re: Recommendation of Award of Bids
RFB-2585 National Soaring Museum Fndn. Stabilization
Chemung County Buildings and Grounds
HUNT 3365-003**

Dear Mr. Bishop:

The County received bids for the National Soaring Museum Foundation Stabilization project on December 14, 2023. Only one bid was received for the project and considered in the bid analysis. Streeter Associates, Inc. submitted the only bid with a base bid of \$134,000 and alternates totaling an additional \$25,000. A Tabulation of Bids received from the County is attached.

While it is disappointing that only one bid was received on the project, we feel the bid is within reason for the scope of work. HUNT conducted a post bid interview with the bidder. In addition, we contacted additional contractors during and after the bidding process to gauge interest. It is our conclusion that the specialized scope and size of the project limited the interest.

We have reviewed all bid forms and the qualifications of the low bidder. After reviewing the bid and interviewing contractors we recommend that the County move forward with awarding the base bid contract to Streeter Associates if funds are available. The foundation stabilization work that the base bid consist of is important to prevent additional movement in the existing building. Re-bidding a project with limited bidders is always a consideration but we feel the County is unlikely to get significant additional interest and/or a lower bid for the work.

I trust that this meets your needs. Please contact me if you have any questions or need additional information.

Sincerely,
HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT



Nathan Binns, PE
Director of Structural Engineering, Principal

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING
DEPARTMENT**

RFB-2585 National Soaring Museum Foundation Stabilization

Bid Opening: : December 14, 2023

Sole Bidder	Streeter Associates
Surety	Bid Bond
Addendums #1&2	Received
	Total Gross Sum Bid
Base Bid - General Trades	134,000.00
Add Alternate #1 - Masonry Repair	16,000.00
Add Alternate #2 - Masonry Repointing	9,000.00

Cavaluzzi, Angela

From: Bishop, Don
Sent: Tuesday, February 6, 2024 12:08 PM
To: Cavaluzzi, Angela
Subject: FW: National soaring Museum Foundation Stabilization

From: Furman, Jennifer
Sent: Tuesday, February 6, 2024 11:08 AM
To: Bishop, Don <dbishop@chemungcountyny.gov>
Cc: Archambeault, Rejean <rarchambeault@chemungcountyny.gov>; Fogarty, Matthew <mfogarty@chemungcountyny.gov>
Subject: RE: National soaring Museum Foundation Stabilization

Don – Following up on your email below, I see 2 possible paths here. One is use of Contingency and one is additional borrowed funding. Because we just went through the bond resolution process for 2024 and because we have ample contingency funds and fund balance, my recommendation is a Capital Project Budget Change/Increase request (used to run through Steve Hoover) for the cost increase outlined below and the use of Contingency to fund the difference:

To accomplish, submit a Budget Action Form, indicate "Request to Increase Capital Project C2206 Soaring Museum Structural Improvements as approved in 2022 Capital Plan from \$100,000.00 to \$183,350.00" to be funded from Contingency and include your explanation.

The Budget Adjustment is:

From: Contingency 10-1990-1990-50408 - \$83,350.00
To: Transfer to Capital Project: 10-9552-50913 - \$83,350.00

Jennifer Furman
Deputy County Executive
Chemung County, NY
(607) 737-2996
jfurman@chemungcountyny.gov

From: Bishop, Don <dbishop@chemungcountyny.gov>
Sent: Thursday, February 1, 2024 11:22 AM
To: Furman, Jennifer <jfurman@chemungcountyny.gov>; Moss, Christopher <cmoss@chemungcountyny.gov>
Subject: FW: National soaring Museum Foundation Stabilization

Good Morning,

Attached is the information concerning the National Soaring Museum foundation stabilization bid.

Thank you,
Don

From: Bishop, Don
Sent: Friday, January 5, 2024 10:02 AM
To: Moss, Christopher <cmoss@chemungcountyny.gov>; Furman, Jennifer <jfurman@chemungcountyny.gov>
Subject: National soaring Museum Foundation Stabilization

Good Morning,

Delta Engineering who were the original engineering company for the 2000 National Soaring Museum addition built by Streeter Associates, visited the site in May 2021 to investigate the east load bearing wall due to movement. This was to determine whether there was a safety concern and what action is needed to arrest the wall and footer movement seen to date. It was determined that there was no imminent danger and normal operations could continue.

Delta provided an engineering survey describing the movement at the south-east end of the 2000 addition wall and foundation. Delta also provided two possible remedial measures along with estimated costs from Streeter Associates on both stabilizing options.

Based on Streeters estimated costs the County has \$100,000 budgeted in Capital Projects since 2022 to make repairs and stabilize the 2000 addition.

We tried to hire Delta Engineering to put this job out to bid for the County and was told that "they did not have the capacity to take this project on". We then hired Hunt Engineers to engineer, bid and oversee the project. Resolution 22-325 for \$17,600

Hunt required a Geotechnical report on conditions to proceed and Terracon Consultants performed the testing on site. Resolution 22-472 for \$6,750

Bid opening for this project was on December 14th and we had one bidder (Streeter Associates), which came in WAY over the original budget provided.

Base bid	\$134,000
Alternate #1 \$	16,000
Alternate #2 \$	9,000
Total	\$159,000

Streeter, Total Bid	\$159,000
Hunt, Engineer and Bid	\$ 17,600
Terracon, soil testing	\$ 6,750
	\$183,350

2022 Capital Project budget \$100,000

With no contingency money we lack \$83,350 to move this project forward. I will attach all the documents for your reference.

Please let me know how you would like to proceed. I would be happy to stop over for further explanation if needed.

I am expecting the qualifying letter from Hunt approving Streeter as low bidder (only bidder) by 1/9/24. After I receive the letter and if you would like to proceed and add funds to the budget, I would like to try to make this months meetings for 2/12 approval. I was just not sure if it is possible to get the request for approval on the agenda without proper budget funding. If it is not possible, I would seek 3/11 approval.

If you have any questions or would like further explanation, I would be happy to stop over to meet.

Thank you,

Cavaluzzi, Angela

From: Matt Fogarty <noreply@formresponse.com>
Sent: Tuesday, February 6, 2024 1:40 PM
To: Cavaluzzi, Angela
Subject: We have received your response for Chemung County Budget Action Form

Chemung County Budget Action Form

Control Number BAR-0629

Type of Transaction: Transfer

Fiscal Year of Action 2024

Does this Budget Action involve ARP Funds? No

Requesting Department Buildings and Grounds

Department Head's Email dbishop@chemungcountyny.gov

Submitter's Email acavaluzzi@chemungcountyny.gov

Matt's Email Address mfogarty@chemungcountyny.gov

Transfer - From:

Fund	Department	Sub Department	Account	Sub Account(.)	Proj. Code	Account Name	Amount (Whole \$)
10	1990	1990	0	50408	0	Contingency	83,350

Transfer - To:

Fund	Department	Sub Department	Account	Sub Account (.)	Proj. Code	Account Name	Amount (Whole \$)
10	9552	0	50913	0	0	Capital Project	83,350

New Account No

Reason Action was recommended by Deputy County Executive, email attached, along with supporting documentation of expenses.

File Upload 240105 - Bid Recommendation Soaring Museum.pdf
HUNT fully executed contract.pdf
Scanned from a Xerox Multifunction Printer.pdf
Scanned from a Xerox Multifunction Printer 8490.pdf

Submitter
Name Angela Cavaluzzi

By checking
this box you
attest that
the
department I attest
head has
approved
this budget
action



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Fagan Engineers & Land Surveyors PC on behalf of the Chemung County Department of Buildings and Grounds

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Superintendent of Buildings & Grounds is requesting permission to enter into an agreement with Fagan Engineers & Land Surveyors PC as Engineers for the Civil Engineering Services for 150 Lake Street Parking Area and Sidewalks Renovations at a price not to exceed \$47,000. Breakdown of \$47,000 is as follows: \$24,000 for time-and-materials and \$23,00 for additional allowance items (Pavement Cores, Storm Sewer Scope/Evaluation and Boundary Survey).

Vendor/Provider	Fagan Engineers & Land Surveyors PC		
Term	2/13/24- 12/31/25	Total Amount	Prior Amount
Local Share	\$47,000	State Share	Federal Share 100% ARP
Project Budgeted?	Yes	Funds are in Account #	

CREATION:

Date/Time:	Department:
1/29/2024 10:00:29 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 12:37 PM	Approved	County Executive	
2/29/2024 4:30 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
150 Lake 12-19-2023.pdf	150 Lake Street 12-19-23	Cover Memo



December 19, 2023

Mr. Donald Bishop, Superintendent
Chemung County Building and Grounds
217 Madison Avenue
Post Office Box 588
Elmira, New York 14901

RE: Civil Engineering Services Proposal
150 Lake Street Parking Area Renovations
Elmira (C), New York

Dear Mr. Bishop:

I would like to take this opportunity to thank you for requesting a proposal for the above referenced project. The project is the redevelopment of the exterior spaces of 150 Lake Street consisting of approximately 2.4 acres. The project will evaluate the entire block bounded by Lake/Market/Fox and Carroll Streets. We have developed the following proposal based upon our site meeting:

SCOPE OF SERVICES

Fagan Engineers & Land Surveyors, PC (FE) is pleased to provide the following scope of services:

1. Survey – Fagan Engineers will perform an existing conditions (topographic) survey of the ~2.4 acre area to be utilized as the base mapping for the project. FE will utilize our sUAS (drone) to develop a point cloud and orthomosaic aerial photograph of the site for base mapping.
2. Concept Plans – Fagan Engineers will develop three (3) concept plans for the optimization of the parking areas. FE will meet with County Staff to review and determine the preferred alternative with any revisions.
3. Site Plan – Fagan Engineers will develop the Site Plan based on the preferred concept plan. The Site Plan will be developed in accordance with the City of Elmira Zoning Law and will depict proposed drives, parking areas, landscaping, lighting, etc. Key site elements to be redesigned include landscaping, stamped concrete entrances, public road curb evaluations, sidewalk evaluation, open space redesign at the corner of Lake and E. Market, lighting and parking islands. The curb and sidewalk evaluations will be performed in conjunction with County Staff to determine infrastructure that may be retained or replaced.

4. Drainage Plan – Fagan Engineers will evaluate the existing drainage drop inlet structures to determine if they can be retained/reutilized. A Full SWPPP is not required since the proposed increase in impervious surfaces is less than 3,000 square feet. FE will redesign the stormwater collection system where necessary for the revised site plan.
5. Grading Plan – Fagan Engineers will prepare a grading plan which will show existing contours and spot elevations, proposed contours and spot elevations. The initial approach for the grading plan is to mill the existing pavement and excavate areas with failing subgrade. Additional milling in select areas may be required to direct stormwater away from the building and other key elements of the site. If the County chooses, asphalt cores will be performed to determine suitability of this approach.
6. Photometric Plan – Fagan Engineers will work with parking area light suppliers to develop a photometric plan of the parking to demonstrate the coverage by utilizing the existing light poles with modern LED fixtures and determine any gaps in the system.
7. Preparation of Drawings – Fagan Engineers will prepare the site plan, site grading and stormwater plans as well as any detail sheets that may be required for our Scope of Services.
8. Chemung County Agency Coordination – Fagan Engineers will coordinate with the City of Elmira staff. FE will attend up to two (2) meetings with the involved agencies.
9. Bid Documents – FE will develop bid documents for the project in accordance with County Purchasing Procurement Policy. FE will coordinate throughout the process to ensure the Department of Buildings and Grounds is in full agreement and approval of the bid documents. FE will also provide assistance with the development of Requests for Proposals (RFPs) to insure that there is sufficient number of bidders to obtain competitive proposals.
10. Bid Administration – FE will coordinate the entire bid process with the County's Purchasing Department. FE will respond to all technical questions from prospective bidders and prepare and issue any addendums on the project. FE will conduct a pre-bid meeting on site and will administer the official bid opening. FE will review bid tabulations and provide a recommendation and award letter to the Department of Buildings and Grounds.
11. Construction Inspection/Administration – FE will provide construction related services under a separate contract. Upon completion of the project, FE will provide full documentation of construction including as-built drawings along with an Operations & Maintenance Manual, including warranty information, supplier contact information, etc.

FEES

Fagan Engineers & Land Surveyors, PC proposes to proceed on a time-and-materials basis for a not to exceed fee of \$24,000. Time expended on the project will be billed according to the rate schedule included in Attachment 1. Direct expenses will be added to the billings as detailed in Attachment 1. Subsequent invoices will be submitted monthly and will be due and payable within 30 calendar days of their submission to you. Any invoice remaining unpaid beyond 30 days will accrue interest at the rate of 1½% compounded monthly on the unpaid balance.

ALLOWANCE ITEMS

As we discussed at the on-site meeting, there are a couple of services that may be provided beyond the traditional site plan. These items are traditionally performed by subconsultants, and the associated fee will be dependent upon project timing. FE will solicit three bids for each of these items once the final scope of the work is determined after the Concept Plan phase. We recommend the following allowance amounts.

1. Pavement Cores – Allowance: \$ 8,000. This budget is for ten (10) asphalt cores to a depth of 2 feet. Includes mobilization, cores, pavement repair of core areas and analysis.
2. Storm Sewer Scope/Evaluation – Allowance: \$10,000. FE base fees include evaluation of the existing drainage structures based on accessibility. If it is determined that additional televising of the existing storm sewers is warranted, FE will retain a utility televising crew, such as Arold or Sheesley's, to scope the existing storm collection system. Typical pricing is \$4,000 - \$5,000 per day.
3. Boundary Survey – Allowance: \$5,000. FE will perform a boundary survey of the project parcel (TM 89.19-7-5) utilizing our in-house Surveyors.

ADDITIONAL SERVICES NOT INCLUDED

Any work mutually agreed upon beyond the Scope of Services defined in this proposal would be deemed "Extra Work" and be billed on a separate time and materials basis according to Attachment 1 – Rate Schedule.

SCHEDULE

Work will commence immediately upon receipt of this agreement. Our estimated schedule is as follows:

- February 2024 – Notice to Proceed/Survey
- March 2024 – Base Mapping and Concept Plans Complete
- May 2024 – Final Design / Bid Commencement
- June 2024 – Bid Opening / Award
- July 2024 – Construction Commences
- October 2024 – Substantial Completion
- November 2024 – Final Completion

CONSULTANT CONTRACT PROVISIONS

GENERAL - These Standard Terms and Conditions, together with the attached proposal, constitute the Professional Services Agreement ("Agreement") between Fagan Engineers & Land Surveyors, PC ("CONSULTANT") and the person or entity to whom the proposal is addressed ("Client") to perform basic or additional services.

1. CONTRACT - These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. RIGHT OF ENTRY - When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS - All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. DISPOSAL OF SAMPLES - CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. HAZARDOUS MATERIALS - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. CONSTRUCTION PHASE SERVICES - If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. STANDARD OF CARE - CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. OPINION OF PROBABLE COSTS - When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. LIABILITY - To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement.

12. CONFLICTS OF INTEREST - This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

13. REIMBURSABLE EXPENSES - CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. MISCELLANEOUS

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the Client agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

Page 5
Mr. Donald Bishop
December 19, 2023

Should this proposal for engineering services be acceptable, please sign the acceptance section below which will constitute an agreement between us. Please return one executed copy for our files. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this project.

Sincerely,

FAGAN ENGINEERS & LAND SURVEYORS, P.C.



James B. Gensel, P.E., CPESC
President

AGREEMENT ACCEPTANCE SECTION

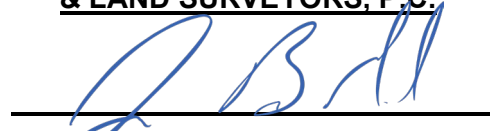
CHEMUNG COUNTY
BUILDING & GROUNDS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

FAGAN ENGINEERS
& LAND SURVEYORS, P.C.



President
December 19, 2023

L:\DATA\MKI\Project Proposals\Chemung County Buildings & Grounds\150 Lake\150 Lake 12-19-2023.doc



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Correction to 2024 County & Town Tax bill for Corning Natural Gas on behalf of the Chemung County Office of Real Property Tax Services

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

A new tax bill for 2024 County & Town tax should be issued.

The reduction of \$4,501.03 exceeds the correction authority of the Director of Real Property Tax Office given under Resolution 23-592. The assessment was not changed to reflect the Special Franchise assessment as mandated by the State of New York.

Prior Reso.23-592

CREATION:

Date/Time:	Department:
2/21/2024 10:52:13 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/21/2024 10:56 AM	Approved	County Executive	
2/29/2024 4:30 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Corning Natural Gas Correction.pdf	Corning Natural Gas Correction	Cover Memo

Chemung County Real Property Tax Service Agency
210 Lake Street
P.O. Box 588
Elmira, NY 14902

Theresa R. Murdock
Director
(607)737-2989
tmurdock@co.chemung.ny.us

January 26, 2024

Mr. John Burin, Chairman
Chemung County Legislature
Building & Grounds Committee
PO Box 588
Elmira, NY 14902-0588

Dear Mr. Burin:

Please be advised that an application for a correction to the 2024 County and Town tax roll has been filed in accordance with Section 554 of the Real Property Tax Law (RPTL) for parcel 500.00-17-1, owned by Coming Natural Gas, in the Town of Southport.

The assessor failed to change the assessment to the 2023 Special Franchise as provided by the State of New York, Office of Real Property Tax Services. An assessment of special franchise property which exceeds the final assessment as made by the Office of Real Property Tax Services or the full value of that special franchise as determined by the ORPTS adjusted by the final State equalization rate established by ORPTS for the assessment roll upon which that value appears constitutes an unlawful entry as defined by RPTL Section 550 (7) (e), and should be corrected for the 2024 County and Town tax roll as follows:

			<u>2024</u>		<u>Corrected</u>	<u>Difference</u>
Assessed Value:			2,687,799		2,284,629	403,170
	Taxable Value	Tax Rates	Tax Bill	Taxable Value	Tax Bill	
County	2,687,799	5.653829	15196.36	2,284,629	12,916.90	2,279.45
Comm College	2,687,799	0.710182	1908.83	2,284,629	1,622.50	286.32
Library District	2,687,799	0.794157	2134.53	2,284,629	1,814.35	320.18
Town of Southport	2,687,799	2.036548	5473.83	2,284,629	4,652.76	821.08
Webb Mills Fire FD363	1,397,655	2.120004	2963.03	1,188,007	2,518.58	444.45
Pine City Fire FD364	1,290,144	1.413922	1824.16	1,096,622	1,550.54	273.63
Southport Light LD361	2,445,897	0.206908	506.08	2,079,012	430.16	75.91
Total Due			30,006.82		25,505.79	4,501.03

Mr. John Burin
Correction to Tax Roll
January 26, 2024

Based upon my investigation, it is my recommendation that the application be approved and the property owner be issued a new tax bill in the amount of \$25,505.79. Please do not hesitate to contact me if you have any questions.

Sincerely,



Theresa R. Murdock
Director
Chemung County Real Property Tax Office Real Property Tax Office

cc David Reger, Assessor, Town of Southport
Carrie Renko, Town Clerk/Tax Collector, Town of Southport
Katlyn Colombani-Ruiz, Treasurer, Chemung County



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
(12/19)

RECEIVED JAN 26 2024

Part 1 – General Information: To be completed in duplicate by the applicant.

Names of owners Corning Natural Gas			
Mailing address of owners (number and street or PO box) 330 W William Street		Location of property (street address) Town of Southport	
City, village, or post office Corning	State NY	ZIP code 14830	City, town, or village Southport
Daytime contact number	Evening contact number	Tax map number of section/block/lot; Property identification (see tax bill or assessment roll) 500.00-17-1	
Account number (as appears on tax bill)		Amount of taxes currently billed	
Reasons for requesting a correction to tax roll: The assessor failed to update the yearly assessed value of the special franchise as per the NYS Office of Real Property Tax before Taxable Status Date. The correct assessment as per NYS is \$2,284,629			

I hereby request a correction of tax levied by Town of Southport for the year(s) 2023 2024.
(County, city, village, etc.)

Signature of applicant 	Date <u>1/14/2023</u>
----------------------------	--------------------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <u>1/26/24</u>	Period of warrant for collection of taxes <u>1/1/24</u>
Last day for collection of taxes without interest <u>1/31/24</u>	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date <u>1/24/24</u>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of SOUTHPORT who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____ : (Insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason):

Signature of chief executive officer, or official designated by resolution	Date
--	------

STATE OF NEW YORK
COUNTY - Chemung
TOWN - Southport
SWIS - 073600

2024 TOWN TAX ROLL - 5
SPECIAL FRANCHISE SECTION OF THE ROLL - 5
TAX MAP NUMBER SEQUENCE
UNIFORM PERCENT OF VALUE IS 085.00

	PAGE	1380
VALUATION DATE-JUL 01, 2022		
TAXABLE STATUS DATE-MAR 01, 2023		

TAX MAP	PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	TAXABLE VALUE	TAX AMOUNT
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TOTAL	TAX DESCRIPTION		
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD			SPECIAL DISTRICTS		
500.00-17-1	Corning Natural Gas Corp	Special Franchise			500.00-17-1	
W William S	861 Elec & gas	861 Elec & gas		** County of Chemung	ACCT F4782000	BILL365099
PO Box 58-330	Elmira Csd	070400	0	Community College	2687,799	15,196.36
Corning, NY 14830	Ns Mt Zoar Rd		2687,799	Library District	2687,799	1,908.83
	FRNT 15.00 DPTH 988.00			Town of Southport	2687,799	2,134.53
	BANK 917			FD363 Webb Mills fire dept	1397,655	5,473.83
	FULL MARKET VALUE		3162,116	FD364 Pine City fire dept	1290,144	2,963.03
				LD361 Southpt lght dist 50	2445,897	1,824.16
				TOTAL TAX ---		506.08
				DATE #1		30,006.82**
				AMT DUE		01/31/24
						30,006.82
500.00-18-1	Verizon New York. Inc	Special Franchise			500.00-18-1	BILL365100
C/O Duff & Phelps	866 Telephone			** County of Chemung	ACCT F4784000	3,602.18
PO Box 2749	Elmira Csd	070400	0	Community College	637,122	452.47
Addison, TX 75001		BANK 900	637,122	Library District	637,122	505.97
	FULL MARKET VALUE		749,555	Town of Southport	637,122	1,297.53
				FD361 Southpt fire dept	484,213	715.42
				FD362 Golden Glow fire dept	12,742	22.61
				FD363 Webb Mills fire dept	70,083	148.58
				FD364 Pine City fire dept	70,083	99.09
				LD361 Southpt lght dist 50	535,182	110.73
				TOTAL TAX ---		6,954.58**
				DATE #1		01/31/24
				AMT DUE		6,954.58
500.00-19-1	Avangrid Mgmt Co - Local Tax	Special Franchise			500.00-19-1	BILL365101
NYSEG	861 Elec & gas	861 Elec & gas		** County of Chemung	ACCT F4785000	37,600.62
One City Center Fl 5th	Elmira Csd	070400	0	Community College	6650,470	4,723.04
Portland, ME 04101		BANK 904	6650,470	Library District	6650,470	5,281.52
	FULL MARKET VALUE		7824,082	Town of Southport	6650,470	13,544.00
				FD361 Southpt fire dept	5120,862	7,566.06
				FD362 Golden Glow fire dept	66,505	118.03
				FD363 Webb Mills fire dept	665,047	1,409.90
				FD364 Pine City fire dept	798,056	1,128.39
				LD361 Southpt lght dist 50	5586,395	1,155.87
				TOTAL TAX ---		72,527.43**
				DATE #1		01/31/24
				AMT DUE		72,527.43



STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES
WA Harriman State Campus
Albany, N Y 12227
(518) 474-5711

RP31
Dated
June 14, 2023

CERTIFICATE OF FINAL SPECIAL FRANCHISE FULL VALUE

For city and town assessment roll to be filed in 2023

Town of Southport, Chemung County - 073600

The State Office of Real Property Tax Services has determined the final special franchise full values for the following special franchise companies at the amounts shown below. The full values were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The full values include both the value of the tangible property situated in, upon, under or above public streets, highways, waters and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, waters and public places.

Town of Southport, Chemung County	Full Value Number	Final Full Value
Corning Nat. Gas Corporation 330 W William Street Corning, NY 14830-0058	111900-0736	\$2,687,799
New York State Electric & Gas One City Center, Avangrid Management 5th floor Portland, ME 04101	131600-0736	\$6,650,470
Verizon New York Inc. P.O. Box 521807 Longwood, FL 32752	631900-0736	\$637,122
Empire Long Distance 34 Main Street Prattsburgh, NY 14873	638000-0736	\$131,866
First Light Fiber 27 Fair Street Norway, ME 04268	701390-0736	\$37,051
Time Warner of Syracuse 7820 Crescent Executive Drive Charlotte, NC 28217	950630-0736	\$2,010,998
Grand Total		\$12,155,306

Timothy J. Maher
Director of Real Property Tax Services



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Correction to 2024 County & Town Tax bill for Daniel Applegate on behalf of the Chemung County Office of Real Property Tax Services (85.00-1-4,Town of Chemung)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The property owner should be issued a new tax bill for \$1,741.90. The difference of \$2,575.48 exceeds the authority granted to the Director of Real Property Tax Office to correct tax bills under \$2,500.

A school relevy was added to his bill. However, the bank received the payment but did not process it prior to delinquent school taxes turned over to be added to his 2024 County & Town tax bill.

CREATION:

Date/Time:	Department:
2/21/2024 9:40:26 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/21/2024 9:45 AM	Approved	County Executive	
2/29/2024 4:06 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Applegate_Correction.pdf	Applegate Correction	Cover Memo

Chemung County Real Property Tax Service Agency
210 Lake Street
P.O. Box 588
Elmira, NY 14902

Theresa R. Murdock
Director
(607)737-2989
tmurdock@co.chemung.ny.us

January 19, 2024

Mr. John Burin, Chairman
Chemung County Legislature
Building & Grounds Committee
PO Box 588
Elmira, NY 14902-0588

Dear Mr. Burin:

Please be advised that an application for a correction to the 2024 County and Town tax roll has been filed in accordance with Section 554 of the Real Property Tax Law (RPTL) for parcel 85.00-1-4 owned by Daniel Applegate, in the Town of Chemung.

The Spencer Van Etten school district levied an unpaid school tax on the 2024 County and Town tax bill. However, they were notified the Tioga State Bank had received the payment but was not processed prior to the delinquent school taxes turned over to Chemung County. An incorrect entry on a tax roll of a relieved school tax which had been previously paid constitutes a clerical error as defined by RPTL Section 550 (2) (h), and should be corrected for the 2024 County and Town tax roll as follows:

	<u>Tax Rates</u>	<u>2024</u>	<u>Corrected</u>	<u>Difference</u>
Assessed Value:		168,000	168,000	0
Vet Ex 15%		11,170	11,170	-
Taxable Value		156,830	156,830	-
County	5.248989	823.20	823.20	-
Comm College	0.522026	81.87	81.87	-
Library District	0.734461	115.19	115.19	-
Town of Chemung	2.78671	437.04	437.04	-
School Relevy		2575.48	-	-
<u>Fire District FD281</u>	<u>1.694025</u>	<u>284.60</u>	<u>284.60</u>	<u>-</u>
Total Due		4,317.38	1,741.90	2,575.48

Mr. John Burin
Correction to Tax Roll
January 19, 2024

Based upon my investigation, it is my recommendation that the application be approved and the property owner be issued a new tax bill in the amount of \$1,741.90. Please do not hesitate to contact me if you have any questions.

Sincerely,



Theresa R. Murdock
Director

Chemung County Real Property Tax Office Real Property Tax Office

cc Natasha Conklin, Town Clerk, Town of Chemung
David Reger, Assessor, Town of Chemung
Katlyn Colombani-Ruiz, Treasurer, Chemung County
Janet Longwell, Tax Collector, Spencer Van-etten School District



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners <u>Daniel Applegate</u>			Location of property (street address) <u>154 Cooper Rd.</u>		
Mailing address of owners (number and street or PO box) <u>154 Cooper Rd.</u>			City, town, or village <u>Lockwood</u>		
City, village, or post office <u>Lockwood</u>			State <u>NY</u>		
ZIP code <u>14859</u>			Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <u>85.00-1-4</u>		
Daytime contact number			Evening contact number		
Account number (as appears on tax bill) <u>Bill #4118</u>			Amount of taxes currently billed		
Reasons for requesting a correction to tax roll: <u>This payment was post dated before the deadline however, Tioga State Bank did not process the payment before the delinquent report was complete</u>					

I hereby request a correction of tax levied by CHEMUNG for the year(s) 2023.
(County, city, village, etc.)

Signature of applicant <u>Garret R. Longwell</u>	Date <u>1-10-24</u>
---	------------------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <u>1/19/24</u>	Period of warrant for collection of taxes <u>1/1/24</u>
Last day for collection of taxes without interest <u>1/31/24</u>	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <u>Athena R. Munsie</u>	Date <u>1/19/24</u>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____ _____
--

Signature of chief executive officer, or official designated by resolution	Date
--	------

Instructions

General Information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

When to send

Submit the application only **before** the collection warrant expires.

Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

Payment requirements

You may pay without interest and penalties **only if**:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); and
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

For use by Collecting Officer:

Order from tax levying body received on _____ .
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------

Spencer-Van Etten School District
Tax Bill

RETURN THIS STUB WITH PAYMENT

☐ Payment Receipt Request

Due: 09/30/2023

Bill # 4118

Applegate Daniel
154 Cooper Rd
Lockwood, NY 14859

Paid by:

V. Applegate

072800 85.00-1-1

Post Dated Nov. 6 2023

Total Due:

\$ 2,336.88

Due Date:

09/30/2023

\$ 2,383.62

10/31/2023

"4118"

1:500100191: "20252128"

233688

STATE OF NEW YORK
COUNTY - Chemung
TOWN - Chemung
SWIS - 072800

2 0 2 4 T O W N T A X R O L L
T A X A B L E SECTION OF THE ROLL - 1
TAX MAP NUMBER SEQUENCE
UNIFORM PERCENT OF VALUE IS 092.00

PAGE 8
VALUATION DATE-JUL 01, 2022
TAXABLE STATUS DATE-MAR 01, 2023

TAX MAP PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TAX DESCRIPTION	TAXABLE VALUE	TAX AMOUNT
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD	TOTAL	SPECIAL DISTRICTS		
85.00-1-4	154 Cooper Rd			85.00-1-4	BILL280029
Applegate Daniel	240 Rural res		VET WAR CT 41121	ACCT 00577000	11,170
154 Cooper Rd	Spencer-Van Ett 493401	55,000	** County of Chemung	11,170	823.20
Lockwood, NY 14859	last home on Cooper Hill	168,000	Community College		81.87
	dead end		Library District		115.19
	ACRES 24.00		Town of Chemung		437.04
	EAST-0827384 NRTH-0769469		School Relvy		2,575.48
	DEED BOOK 854 PG-239		FD281 Chemung fire dist 71	168,000 TO	284.60
	FULL MARKET VALUE	182,609	TOTAL TAX ---		4,317.38**
			DATE #1		01/31/24
			AMT DUE		4,317.38
85.00-1-5	Cooper Rd			85.00-1-5	BILL280030
Lorusso Concetta	323 Vacant rural		** County of Chemung	ACCT 00462000	25,750
Lorusso John P	Spencer-Van Ett 493401	25,750	Community College		135.16
835 Horizon Lane	ACRES 15.00	25,750	Library District		13.44
Melbourne Beach, FL 32951	EAST-0827424 NRTH-0768914		Town of Chemung		18.91
	DEED BOOK 20130 PG-20156		FD281 Chemung fire dist 71	25,750 TO	71.76
	FULL MARKET VALUE	27,989	TOTAL TAX ---		43.62
			DATE #1		01/31/24
			AMT DUE		282.89**
85.00-1-6.2	122 Cooper Rd			85.00-1-6.2	BILL280031
Myers Eric	240 Rural res		** County of Chemung	ACCT 00913000	124,950
Perry Elizabeth	Spencer-Van Ett 493401	44,650	Community College		655.86
624 Ellis Creek Rd	ACRES 15.00	124,950	Library District		65.23
Waverly, NY 14892	EAST-0827388 NRTH-0768427		Town of Chemung		91.77
	DEED BOOK 20150 PG-2534		FD281 Chemung fire dist 71	124,950 TO	348.20
	FULL MARKET VALUE	135,815	TOTAL TAX ---		211.67
			DATE #1		01/31/24
			AMT DUE		1,372.73**
85.00-1-6.11	92 Cooper Rd			85.00-1-6.11	BILL280032
Myers Michael E	312 Vac w/imprv		** County of Chemung	ACCT 00578000	50,400
Myers Elizabeth	Spencer-Van Ett 493401	21,550	Community College		264.55
624 Ellis Creek Rd	ACRES 9.00	50,400	Library District		26.31
Waverly, NY 14892	EAST-0827438 NRTH-0768224		Town of Chemung		37.02
	DEED BOOK 20220 PG-14428		FD281 Chemung fire dist 71	50,400 TO	140.45
	FULL MARKET VALUE	54,783	TOTAL TAX ---		85.38
			DATE #1		01/31/24
			AMT DUE		553.71**