



March 11, 2024 - 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

3rd Day – EVENING SESSION

Legislature was called to order by the Clerk of the Legislature. The following members were present when the Clerk called the roll:

Morse __x__	Saglibene _x__	Sweet ____	Brennan __x__
Margeson _x__	Donovan __x__	Palmer _x__	Pickering ____
Burin __x__	Chalk _x__	Stermer _x__	McCarthy __x__
Drake __x__	Smith __x__	Strange __x__	

MOTION

By: Drake
Seconded by: Palmer

MOVED, that Mr. Sweet and Mr. Pickering be excused from these proceedings.
CARRIED.

3. READING OF MINUTES OF PRECEDING MEETING UNLESS WAIVED

MOTION

By: Strange
Seconded by: McCarthy

MOVED, that the reading of the minutes of the February 12, 2024 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 03-01 through 03-03

MOTION

By: Chalk
Seconded by: Strange

MOVED, that Communications No. 02-01 through 02-05 incorporated herein by reference as though fully set forth, be received, and placed on file.
CARRIED.

5. PUBLIC COMMENTS

A resident of Horseheads expressed his appreciation and thanked the Commissioner of Social Services and Mental Hygiene and the Director of Aging and Long-Term Care for their timely response and action to support and provide services during a family members time of need.

6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS

MOTION

By: Brennan
Seconded by: Drake

MOVED, that the committee reports of March 4, 2024 be accepted as presented and corrected.
CARRIED.

7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES

MOTION

By: Burin
Seconded by: Palmer

MOVED, that the following Resolutions be considered as one for voting purposes: 24-058 through 24-060, 24-061 through 24-098, 24-099 through 24-100, 24-101 through 24-106, 24-107 through 24-111, 24-112 through 24-113, 24-114 through 24-119.
CARRIED.

LEGISLATORS COMMENTS

Mr. Margeson announced that the livestream in the Legislative Chambers is still not working. He noted that the Information Technology Department and Granicus continue to work on identifying the issue.

PREFERRED AGENDA ITEMS

24-058 **Resolution confirming appointments to the Chemung County Environmental Management Council**

By: Chalk

Seconded by: Stermer

RESOLVED, that pursuant to Local Law No. 1 of 1974, the written appointment of the Chairman of the Chemung County Legislature be and the same is hereby received, accepted and placed on file and the following individuals are hereby appointed to the Chemung County Environmental Management Council to fill terms commencing February 1, 2024 and terminating January 31, 2026:

Greg L. Clark
Karl Schwesinger
Alan Winston

and. be it further

RESOLVED, that the Chemung County Legislature does hereby confirm the aforementioned appointments by the Chairman of the Chemung County Legislature to the Chemung County Environmental Management Council.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-059 **Resolution authorizing agreement with Systems Development Group on behalf of the Chemung County Office of Real Property Tax Services**

By: Smith

Seconded by: Stermer

WHEREAS, the Director of the Chemung County Office of Real Property Tax Services has requested authorization to enter into an agreement with Systems Development Group, Inc. ("SDG") for the provision by SDG of an online software program that allows the public to access assessment and tax information (the "Software") during the period September 1, 2023 through August 31, 2024 at cost not to exceed of \$1,600; and

WHEREAS, the Chemung County Executive and the Buildings and Grounds Committee has 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 an agreement with SDG, subject to the review and approval of the County Attorney, for the Software during the period September 1, 2023 through August 31, 2024 at a cost not to exceed \$1,600; 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: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer; McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-060

Resolution authorizing agreement with PaneLogic, Inc. on behalf of Chemung County Elmira Sewer Districts (SCADA support)

By: Smith

Seconded by: Stermer

WHEREAS, the Executive Director of the Chemung County Sewer Districts (the “Director”) has requested authorization to enter into an agreement with PaneLogic, Inc. for Supervisory Control and Data Acquisition (“SCADA”) support services for the system that controls and monitors the Milton Street Wastewater Treatment Plant in the amount of \$19,100 during the period January 1, 2024 through December 31, 2024, and

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

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with for PaneLogic, Inc. for SCADA support in the amount of \$19,100 during the period January 1, 2024 through December 31, 2024; and, be it further

RESOLVED, that the agreement with PaneLogic, Inc. is 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 the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

AGREEMENTS

24-061

Resolution accepting grant funding from the New York State Department of Transportation on behalf of the Elmira Corning Regional Airport (Electric Vehicles, Electric Tugs and Charging Stations Infrastructure)

By: Margeson

Seconded by: Brennan

WHEREAS, the Chemung County Director of Aviation, on behalf of the Elmira Corning Regional Airport, has requested authorization to accept grant funding from the New York State Department of Transportation (“NYSDOT”) pursuant to the Airport Improvement Revitalization Program (“AIRP”) for electric vehicles, tugs and charging stations infrastructure in the amount of \$992,340 (\$793,872 State share, \$198,468 local share for a five year period beginning October 20, 2023 and terminating October 19, 2028; and

WHEREAS, the County Executive and the Aviation Committee have recommended that

the Chemung County Legislature approve the Director's request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents that may be required in accordance with the statutes and laws applicable thereto and to execute such documents as may be necessary to accept the grant on behalf of the County of Chemung, which documents shall be in in such for and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon termination of the State funding any and all agreements shall expire and any 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 renewed, the initial term thereof extended, or the grant agreement amended without the express consent by Resolution this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-062

Resolution authorizing Task Order #2 with McFarland-Johnson Inc., on behalf of the Elmira Corning Regional Airport (Reconstruct Echo Apron Construction Observation and Administration Services)

By: Margeson

Seconded by: Brennan

WHEREAS, the County of Chemung pursuant to the authorization set forth in Resolution 22-162 entered into a five-year agreement beginning July 10, 2022 with McFarland-Johnson, Inc. ("MJ") for engineering, design, planning, construction administration, and observation services for various Federal Aviation Administration ("FAA") Airport Improvement Projects at the Elmira Corning Regional Airport; and

WHEREAS, the Director of Aviation has advised the County Executive and this Legislature that Task Order No. 2 is for engineering design services for reconstruction of the existing Tango Apron (formerly Echo Apron)(the "Project") at a cost not to exceed \$414,452 (90% Federal share, 5% State share, 5% local share [PFC's]) for MJ's professional engineering and administrative services; and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature approve the aforementioned Task Order No. 2 with MJ; now, therefore, be it

RESOLVED, that the County Executive be and he hereby is authorized to enter into, on behalf of the County, Task Order No. 2 with MJ as described above; and, be it further

RESOLVED, that the terms and conditions of the aforementioned Task Order to the agreement with MJ shall be subject to the review and approval of the County Attorney.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-063

Resolution authorizing 2024 Service Agreements on behalf of the Elmira Corning Regional Airport

By: Margeson

Seconded by: Brennan

WHEREAS, the Director of Aviation on behalf of the Elmira Corning Regional Airport has requested authorization to enter into various annual service agreements at a total cost of \$124,950.00 during 2024 for those services; and

WHEREAS, the County Executive and the Aviation Committee have recommended the Chemung County Legislature approve these agreements; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute 2024 service agreements on behalf of the Elmira Corning Regional Airport with the following vendors:

Loomacres	Wildlife Management	\$ 28,000.00
Cummins	Airfield Generator Maintenance	\$ 3,850.00
Veocci	Maintenance Management System	\$ 17,075.00
Davis Ulmer	Sprinkler System	\$ 1,975.00
Eastern Security Services	Security Maintenance	\$ 300.00
FAST	Alarm System Maintenance	\$ 750.00
Imperial Door Controls	Automatic Door Maintenance	\$ 1,980.00
Xerox	Copier Lease (Management)	\$ 2,100.00
Kone	Elevator Maintenance	\$ 1,800.00
Remi Group	Copiers, Fire Alarm Maintenance	\$ 500.00
Airgas East	Cylinder Rental	\$ 300.00
Mead and Hunt	Air Service Development	\$61,000.00

GRAND TOTAL

\$124,950.00

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and, be it further

RESOLVED, that the terms and conditions of the agreements 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 terms thereof extended or the agreements amended without the express consent by Resolution by this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-064

Resolution authorizing Change Orders with various vendors for the Airport Rescue & Firefighting Building Rehabilitation Project on behalf of the Elmira Corning Regional Airport (RFB-2405)

By: Margeson

Seconded by: Brennan

WHEREAS, pursuant to Resolution No.'s 22-300, 22-301, 22-302, and 22-303 and RFB-2405, the Chemung County Legislature awarded the following contracts for the Airport Rescue &

Firefighting Building Rehabilitation Project (the “Project”):

Contract 1 - General Trades Construction - Edger Enterprises, \$397,000
Contract 2 - Plumbing Construction – Kimble Inc., \$87,200
Contract 3 - Mechanical (HVAC) Construction – AFT Mechanical, \$157,499
Contract 4 - Electrical Construction – Schuler Hass, \$167,400
and

WHEREAS, the Director of Aviation and McFarland-Johnson have advised this Legislature that the following Change Orders to the bid awards are necessary due to the change in scope of the Project:

Contract 1 - General Trades Construction - Edger Enterprises, \$23,790.00
Contract 2 - Plumbing Construction – Kimble Inc., \$4,960.70
Contract 3 - Mechanical (HVAC) Construction – AFT Mechanical, \$10,148.80
Contract 4 - Electrical Construction – Schuler Haas, \$6,190.01

and

WHEREAS, the Aviation Committee and the County Executive have recommended the Chemung County Legislature approve the aforementioned Change Orders to the Project; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the amended agreements with Edger Enterprises in the amount of \$420,790.00, Kimble, Inc. in the amount of \$92,160.70, AFT Mechanical in the amount of \$167,647.80, and Schuler Haas in the amount of \$173,590.01 for the Project (95% Federal share, 5% local share [PFC’S]); and, be it further

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

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-065 **Resolution authorizing agreement with Fagan Engineers & Land Surveyors PC on behalf of the Chemung County Department of Buildings and Grounds**

By: Burin

Seconded by: Brennan

WHEREAS, the Chemung County Superintendent of Buildings and Grounds has requested authorization to enter into an agreement with Fagan Engineers & Land Surveyors, PC (“Fagan”) for the provision of Professional Engineering Services for 150 Lake Street Parking Area and Sidewalks Renovations (the “Project”) during the period February 13, 2024 through December 31,

2025 at a cost not to exceed \$47,000 (100% Federal share [ARP]); and

WHEREAS, the Chemung County Legislature has approved the use of American Rescue Plan funds for the Project; and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into an engineering services agreement with Fagan for the provision of Professional Engineering Services for 150 Lake Street Parking Area and Sidewalks Renovations (the "Project") during the period February 13, 2024 through December 31, 2025 at a cost not to exceed \$47,000 (100% Federal share [ARP]); and, be it further

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

RESOLVED, that the execution of the agreement with Fagan is subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the Federal monies more particularly described in the Preamble to this Resolution, the agreement with Fagan for professional services shall be of no 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-066 **Resolution accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County District Attorney (Discovery Reform)**

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County District Attorney has requested authorization to apply for and to accept funding from the New York State Division of Criminal Justice Services "NYSDOCJS") 2022-2023 Criminal Justice Discovery Reform Grant in the amount of \$457,792 (100% State share) to be used to offset costs associated with the implementation of New York State's new Discovery Law as it pertains to criminal prosecutions; 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 NYSDOCJS in the amount of \$457,792 (100% State share); 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, all benefits and services, including personnel, 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-067

Resolution authorizing Memorandum of Understanding with Chemung County Probation on behalf of the Chemung County Department of Social Services (Project for Bail)

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services, on behalf of the Chemung County Department of Social Services (“DSS”) has requested authorization to enter into a Memorandum of Understanding (“MOU”) with the Chemung County Probation Department (“Probation”) for the administration of the Project for Bail program during the period January 1, 2024 through December 31, 2025 at annual cost of \$75,000 (100% Federal share); and

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

RESOLVED, that the County Executive is hereby authorized and directed to execute the aforementioned MOU between Probation and DSS, the terms and conditions of that MOU to be subject to the review and approval of the County Attorney, for the period January 1, 2024 through December 31, 2025 at an annual cost to the County of \$75,000 (100% Federal share); and, be it further

RESOLVED, that the MOU between Probation and DSS shall be contingent upon receipt by the County of the Federal funding in the amount set forth in the preamble to this Resolution and that in the event the County does not receive the Federal funding or upon termination of all or any portion of the Federal funding for any reason the MOU between Probation and DSS shall terminate without further action by this Legislature; and be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-068 **Resolution accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County Probation Department (Pre-Trial Services)**

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Director of Probation has requested authorization to accept grant funding from the New York State Division of Criminal Justice Services to fund Chemung County pre-trial services during 2023-2024 in the amount of \$226,718 (100% State share); and

WHEREAS, the County Executive and the Corrections and Law Enforcement 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 sign such necessary documents as may be required in accordance with the statutes and laws applicable thereto and to execute such documents as may be necessary to accept the grant on behalf of the County of Chemung, which 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 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-069 **Resolution authorizing agreement with Satellite Tracking of People on behalf of the Chemung County Departments of Probation and Social Services**

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Probation Director has requested authorization to enter into an agreement with Satellite Tracking of People (“STOP”) at a cost not to exceed \$30,000 (\$3,480 State share, \$26,520 local share) during 2024 on behalf of the Chemung County Departments of Probation and Social Services utilizing New York State Award #PGB22916 for Electronic Monitoring Services; and

WHEREAS, the County Executive and the Corrections and Law Enforcement 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 an agreement with STOP for electronic monitoring services during the period January 1, 2024 through December 31, 2024 at a cost not to exceed \$30,000 (\$3,480 State share, \$26,520 local share) pursuant to New York State Award #PGB22916; and, be it further

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

RESOLVED, that the agreement with STOP is subject to and conditioned upon the receipt by the County of Chemung of the State funding referred to in the Preamble to this Resolution and in the event that County of Chemung does not receive the State funding more particularly described in the Preamble to this Resolution, the agreement with STOP shall be of no 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-070

Resolution extending agreement with the New York State Office of Indigent Legal Services on behalf of the Chemung County Public Defender and Chemung County Public Advocate (Distribution #10)

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Public Advocate, on behalf of the Public Advocate's Office and Public Defender's Office has requested to accept grant funding from the New York State Office of Indigent Legal Services ("NYSOILS") (Distribution #10) in the amount of \$265,296 (100% State share) to improve client access and reduce caseloads by providing funding to cover the fringe benefit cost of a full-time Assistant Public Defender position to handle Family Court matters and funding to cover the salary increase (transition from part-time to full-time) and fringe benefit cost of a full-time Assistant Public Advocate position for Criminal Court and Family Court matters during the period January 1, 2023 through December 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 NYSOILS in the amount of \$265,296 (100% State share); 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 upon termination of the State funding, all benefits and services, including personnel, 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-071 **Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (Level 1 Service Plan).**

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Sheriff has requested authorization to enter into a level one service plan agreement with Black Creek Integrated Systems Corporation (“Black Creek”) at a total cost of \$21,605.70 during 2024 for maintenance of the Black Creek Electronic Security System (proprietary software system) presently installed at the Chemung County Jail; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended the Chemung County Legislature approve this agreement; and

WHEREAS, the Black Creek Electronic Security System installed at the Chemung County Jail is proprietary to Black Creek and thus Black Creek is the sole source provider of maintenance to this software system; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned software maintenance agreement with Black Creek at a total cost of \$20,342.16 during the period January 1, 2024 through December 31, 2024, the terms and conditions of this 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-072 **Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (SallyPort)**

By: Drake

Seconded by: Brennan

WHEREAS, the Chemung County Sheriff has requested authorization to enter into an agreement with Black Creek Integrated Systems Corporation (“Black Creek”) at a total cost of \$46,630 during 2024 for the provision of Sallyport surveillance support (inmate management) services (proprietary software system) for the Chemung County Jail; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended the Chemung County Legislature approve this agreement; and

WHEREAS, the Sallyport Inmate Management System installed at the Chemung County Jail is proprietary to Black Creek and Black Creek is the sole source provider of maintenance to this software; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned software maintenance agreement with Black Creek at a total cost of \$46,630 during the period January 1, 2024 through December 31, 2024, the terms and conditions of this 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-073

Resolution authorizing acceptance of grant funding from the New York State Department of Homeland Security on behalf of the Chemung County Department of Fire and Emergency Management

By: Drake

Seconded by: Brennan

WHEREAS, the Director of the Chemung County Office of Fire and Emergency Management (the "Director") has requested to accept New York State Department of Homeland Security Program ("NYSDOHSP") grant funding in the amount of \$40,000 (100% state share) during the period September 1, 2022 through August 31, 2024; and

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

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned NYSDOHSP funding in the amount of \$40,000 (100% state share); 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, all benefits and services, including personnel, 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-074

Resolution accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County District Attorney's Office (Aid to Prosecution)

By: Drake

Seconded by: Brennan

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 \$329,762 (100% State share) during Fiscal Year 2024 to cover the grant period April 1, 2023 through March 31, 2024; 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 \$329,762 (100% State share) during Fiscal Year 2024 to cover the grant period April 1, 2023 through March 31, 2024 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-075

Resolution authorizing agreements with various providers of Recreational Services on behalf of the Chemung County Department of Youth and Recreational Services

By: Donovan

Seconded by: Brennan

WHEREAS, the Director of the Chemung County Department of Youth and Recreational Services has requested authorization to enter into various agreements for educational services related youth sports for underserved children and youth under the age of 18, and to support youth development via local nonprofit organizations in an amount of \$81,404 (100% State share) during 2023-2024; and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into various service agreements during the period October 1, 2023 through September 30, 2024 listed on Exhibit "A" attached hereto and made a part hereof, the terms and conditions of which shall be subject to the approval of the County Attorney, in the amount of \$81,404 (100% State share); and be it further

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

RESOLVED, that upon termination of the State funding for any reason the service provider agreements authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and 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 there of extended, or the grant agreement amended without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-076

Resolution authorizing application for and acceptance of various 2024 Federal and State grants on behalf of the Chemung County Department of Aging and Long Term Care

By: Donovan

Seconded by: Brennan

WHEREAS, the Director of the Chemung County Department of Aging and Long Term Care has requested authorization to apply for and to accept Federal and State grants for various programs; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this requested authorization to apply for and to accept various grants; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the following grants pursuant to the Older Americans Act of 1965, including but not limited to: Title III-B, Title III-C-1, Title III-C-2, Title III-D, Title III-E, NSIP, HIICAP, MIPPA, NYCEE, WIN, CSI, State Transportation, CSE, AND EISEP, NY Connects Expansion and Enhancement, and Unmet Need in the total amount of \$2,473,914 (\$504,330 Federal share, \$1,278,645 State share, \$639,439 local share, \$51,500 cost share/donations) all as more particularly described in a memorandum submitted by the Department of Aging and Long Term Care, a copy of which is on file in the office of the Clerk of this Legislature and is incorporated by reference in this resolution; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required to complete and file these applications in accordance with the statutes and laws applicable thereto, which 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 termination of all or any portion of Federal or State funding for any reason, or failure to receive either the Federal funding, State funding, or third party donations, for any of the programs or services to be contracted for, that those programs or services, including personnel positions funded by the receipt of Federal funding, State funding, or third party monies, shall also terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-077

Resolution accepting funding from the the New York State Department of Health on behalf of the Chemung County Department of Health (Local Health Department Performance Incentive Award)

By: Donovan

Seconded by: Drake

WHEREAS, the Chemung County Public Health Director has requested authorization to accept the 2022 Local Health Department Performance Incentive Initiative Award (the “Award”) in the amount of \$15,099 (100% State share) from the New York State Department of Health (“NYSDOH”) for Article 6 reimbursable public health activities during the period January 1, 2024 through December 31, 2024; and

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

RESOLVED, that the County Executive is hereby authorized and directed to accept the Award in the amount of \$15,099 from the NYSDOH to be used for Article 6 reimbursable public health activities and expenses; and, be it further

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

RESOLVED, that this Award agreement is contingent upon the receipt of the State funding, and should that funding not be received or upon termination of the State funding for any reason the award agreement shall also terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake,

Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-078

Resolution accepting funding from the New York State Department of Health on behalf of the Chemung County Department of Health (CVDVAX)

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Director of Public Health has requested authorization to accept funding from the New York State Department of Health (“NYSDOH”) in the amount of \$245,568.90 (100% State share) to assist in vaccine implementation strategies which will be directed to the Chemung County Department of Health; and

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

RESOLVED, that the County Executive is hereby authorized and directed to sign such documents as may be necessary to accept the NYSDOH funding in the amount of \$245,568.90 (100% State share) to assist in vaccine implementation strategies which will be directed to the Chemung County Department of Health; and, be it further

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

RESOLVED, that this Award agreement is contingent upon the receipt of the State funding and should that funding not be received or upon termination of the State funding for any reason the award agreement shall also terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-079

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Aging and Long Term Care on behalf of the Chemung County Department of Social Services

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services has requested approval of a Memorandum of Understanding (the “MOU”) with the Chemung County Department of Aging and Long Term Care (“Aging”) for the provision of the CARE Unit for the New York Connects Program (the “Program”), the Home Energy Assistance Program (HEAP) as a Medicaid Administration contract, and the Long Term Care Information & Assistance Program for a total cost of \$793,583 (\$453,851 Federal share, \$169,866 State share, \$169,866 local share) during the period January 1, 2024 through December 31, 2024; and

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

RESOLVED, that the County Executive is hereby authorized and directed to execute a MOU between the Chemung County Department of Social Services and the Chemung County Department of Aging and Long Term Care for the provision of the Programs as more particularly outlined in the Preamble to this Resolution during the period January 1, 2024 through December 31, 2024 at a total cost of \$793,583 (\$453,851 Federal share, \$169,866 State share, \$169,866 local share), the terms and conditions of that MOU to 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 Federal and State monies in the amounts set forth in the Preamble to this Resolution and in the event the County of Chemung should not receive either those Federal or 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 Federal and/or 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-080

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Mental Hygiene, Children's Integrated Services division on behalf of the Chemung County Department of Social Services

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services has requested approval of a Memorandum of Understanding (the "MOU") between the Chemung County Department of Mental Hygiene, Children's Integrated Services division ("CIS") and the Chemung County Department of Social Services ("DSS") for the provision of preventative services during 2024 at a cost of \$2,170,875 (\$1,345,942 state share, \$824,933 local share [\$530,000 reimbursed by Elmira City School District]); and

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

RESOLVED, that the County Executive is hereby authorized and directed to execute an MOU between the CIS and DSS for the provision of various services by CIS during the period January 1, 2024 through December 31, 2024 at a cost of \$2,170,875 (\$1,345,942 state share, \$824,933 local share [\$530,000 reimbursed by Elmira City School District]) the terms and conditions of that MOU to 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-081

Resolution authorizing Memorandum of Understanding with the Chemung County Department of Youth and Recreational Services on behalf of the Chemung County Department of Social Services

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services, on behalf of the Chemung County Department of Social Service (“DSS”) has requested authorization to enter into a Memorandum of Understanding (“MOU”) with the Chemung County Department of Youth and Recreational Services (the “Department”) to work in collaboration in the development, oversight, monitoring, and technical assistance required in administering the Summer Youth Employment Program, Learn and Earn Program, Safe Harbour, various Out of School Time programs (SPOT/Safe Zone Expansion Super Saturday, Summer Cohesion), the Juvenile Assigned Work Service Program, and monitoring the Southside Community Center Program during the period January 1, 2024 through December 31, 2024 at a total cost of \$1,368,423 (\$398,377 Federal share, \$616,461 State share, \$353,585 local 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 a MOU as described in the Preamble to this Resolution between the Department and DSS, the terms and conditions of the MOU to be subject to the review and approval of the County Attorney, for the period January 1, 2024 through December 31, 2024 at a cost to DSS of \$1,368,423 (\$398,377 Federal share, \$616,461 State share, \$353,585 local share); and, be it further

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

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-082 **Resolution authorizing agreements with various PreSchool Providers on behalf of the Chemung County Department of Social Services**

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services, on behalf of the Chemung County Department of Social Services, has requested authorization to enter into agreements with various service providers for Pre-K services during 2024 for three-to-five year old children with developmental delays and disabilities; and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with various service providers for Pre-K services during calendar year 2024, the terms and conditions of such agreement to be subject to the review and approval of the County Attorney, at a total cost of \$2,250,000 (\$1,338,750 State share, \$911,250 local share); and, be it further

RESOLVED, that the agreements with the various service providers for Pre-K services are subject to and conditioned upon the receipt by the County of Chemung of the State monies referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the State monies more particularly described in the Preamble to this Resolution, the agreements with the various service providers for Pre-K services shall be of no force and effect and shall terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-083 **Resolution authorizing agreements with Various Providers of Training and Consulting Services on behalf of the Chemung County Departments of Social Services and Mental Hygiene**

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services, on behalf of the Departments of Social Service and Mental Hygiene (Children's Integrated Services division) has requested authorization to enter into agreements with various vendors for the provision of training and consulting services at an annual cost not to exceed \$25,350 (5,872 Federal share, \$13,515 State share, \$5,963 local share) during the period January 1, 2024 through December 31, 2025; and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned agreements, the terms and conditions of those agreements to be subject to the review and approval of the County Attorney, for the period January 1, 2024 through December 31, 2025 at an annual cost not to exceed \$25,350 (\$5,872 Federal share, \$13,515 State share, \$5,963 local share); and, be it further

RESOLVED, that the agreements shall be contingent upon receipt by the County of Chemung of the Federal and State funding in the amounts set forth in the preamble to this Resolution and that in the event the County of Chemung does not receive the Federal and/or State funding or upon termination of all or any portion of the Federal and/or 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 Federal and State monies, shall also terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer; McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-084

Resolution authorizing lease agreement with the Elmira City School District on behalf of the Chemung County Department of Mental Hygiene (CIS)

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services has requested a lease agreement with the Elmira City School District (“ECSD”) for the lease of space at Ernie Davis Academy during the period January 1, 2024 through December 31, 2024 by the Department of Mental Hygiene for its Children’s Integrated Services Division at a cost not to exceed \$54,000 (\$33,480 State share, \$20,520 local share [reimbursed by ECSD]); 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 execute a lease agreement with the ECSD for the lease of space at Ernie Davis Academy at a cost not to exceed \$54,000 (\$33,480 State share, \$20,520 local share [reimbursed by ECSD]) during the period January 1, 2024 through December 31, 2024, the terms and conditions of that lease agreement to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon the termination of the State funding in the amount set forth in the Preamble to this Resolution the lease agreement between the County of Chemung and the ECSD shall terminate without further action by this Legislature; and, be it

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

Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-085

Resolution authorizing Memorandum of Understanding with the Chemung County Department of Veterans' Affairs on behalf of the Chemung County Department of Social Services

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services, on behalf of the Chemung County Department of Social Services ("DSS"), has requested authorization to enter into a Memorandum of Understanding ("MOU") with the Chemung County Department of Veteran's Affairs ("DVA") for the provision of various services during the period January 1, 2024 through December 31, 2025 at an annual cost to DSS of \$15,000 (\$7,500 Federal share, \$3,750 State share, \$3,750 local 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 a MOU as described in the Preamble to this Resolution between the DVA and DSS, the terms and conditions of the MOU to be subject to the review and approval of the County Attorney, for the period January 1, 2024 through December 31, 2025 at an annual cost to DSS of \$15,000 (\$7,500 Federal share, \$3,750 State share, \$3,750 local share); and, be it further

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

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-086

Resolution authorizing various Providers of Mental Health Services on behalf of the Chemung County Department of Mental Hygiene (Federal Salary Sharing funds)

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services, on behalf of the

Chemung County Department of Mental Hygiene, has requested authorization to enter into agreements with various providers of Federal Salary Sharing Funds for services related to the Office of Mental Health, Office of Alcoholism and Substance Abuse Services, and Office for People with Developmental Disabilities during the period January 1, 2024 through December 31, 2025 at an annual total cost not to exceed \$200,000 (100% Federal 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 agreements with various providers of Federal Salary Sharing Funds as more particularly outlined in the Preamble to this Resolution, the terms and conditions of those agreements to be subject to the review and approval of the County Attorney, during the period January 1, 2024 through December 31, 2025 at an annual total cost not to exceed \$200,000 (100% Federal share); and, be it further

RESOLVED, that the various agreements are subject to and conditioned upon the receipt by the County of Chemung of the Federal monies referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the Federal monies in the amounts more particularly described in the Preamble to this Resolution, the agreements shall become null and void and of no force and effect and shall terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-087 **Resolution authorizing agreements with various vendors for supplemental staffing services on behalf of the Chemung County Nursing Facility (RFP-2595)**

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Nursing Facility (“CCNF”) issued a Request for Proposals for Nursing Facility Staffing (the “Services”) (RFP-2595); and

WHEREAS, evaluations were completed and the Administrator of the CCNF has recommended that various agreements be authorized to the highest scoring companies for the Services to comply with minimum staffing regulations; and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements, subject to the review and approval of the County Attorney, with Care Stat Staffing LLC, Ascendo Healthcare Staffing, Highland Staffing, LLC, SGGA H. Care Staffing, LLC,

Health Advocates Network Inc. d/b/a Staff Today (50% Federal share, 40% State share, 10% local share) for the provision of staffing in the amounts set forth in the respective proposals submitted; and, be it further

RESOLVED, that upon termination of the Federal and/or State funding for any reason, the contracts for the Services shall terminate without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-088

Resolution authorizing agreement with Catholic Charities, Inc. on behalf of the Chemung County Departments of Social Services and Mental Hygiene

By: Donovan

Seconded by: Brennan

WHEREAS, Commissioner of Human Services has requested authorization to enter into an agreement with Catholic Charities, Inc. ("CC") for the provision of various services on behalf of the Chemung County Departments of Social Services and Mental Hygiene during the period January 1, 2024 through December 31, 2024 at a total cost of \$3,234,756 (\$1,054,093 Federal share, \$1,640,331 State share, \$540,332 local 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 an agreement with CC for the provision of various services to the County of Chemung during the period January 1, 2024 through December 31, 2024 at a total cost of \$3,234,756 (\$1,054,093 Federal share, \$1,640,331 State share, \$540,332 local share); and, be it further

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

RESOLVED, that the execution of the agreement with Catholic Charities, Inc. is subject to and conditioned upon the receipt by the County of Chemung of the Federal and State monies referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the Federal or State monies in the amounts more particularly described in the Preamble to this Resolution, the agreement with Catholic Charities, Inc. shall be of no 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 without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-089

Resolution renewing Memorandum of Understanding with Cornell Cooperative Extension of Chemung County on behalf of various Chemung County Departments

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services, on behalf of the Departments of Social Services, Youth and Recreational Services, Planning, and the Chemung County Soil and Water Conservation District, and Environmental Services has requested authorization to enter into a Memorandum of Understanding (“MOU”) with Cornell Cooperative Extension Association of Chemung County (“CCE-Chemung”) for the provision by CCE-Chemung of various services to the County of Chemung, including, but not limited to, 4-H Youth Development, Commercial Agriculture Vitality, Agriculture Awareness, Community Horticulture, Agriculture Enhancement, Energy Commission, Nutrition Outreach, Environmental Management Council, Solid Waste and Recycling Education, and Enhanced Solid Waste Education (collectively the “Services”) during 2024 at a total cost of \$382,339 to the County of Chemung (\$278,826 local share, \$96,000 in-kind services); and

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into a MOU with CCE-Chemung for the provision by CCE-Chemung of Services as more particularly described in the Preamble to this Resolution at a cost of \$382,339 to the County of Chemung (\$278,826 local share, \$96,000 in-kind services) during the period January 1, 2024 through December 31, 2024; and, be it further

RESOLVED, that the MOU is subject to the review and approval of the County Attorney, and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-090 **Resolution authorizing agreement with Cornell Cooperative Extension of Chemung County on behalf of the Chemung County Department of Mental Hygiene**

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services has requested authorization to enter into an agreement with Cornell Cooperative Extension Association of Chemung County (“Cooperative Extension”) for the provision by Cooperative Extension of services to the Chemung County Departments of Mental Hygiene Advocacy and Support Program during the period January 1, 2024 through December 31, 2024 at a total cost of \$59,087 (100% State 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 an

agreement with Cooperative Extension for the provision of the Services to the County of Chemung, the terms and conditions of that agreement to be subject to the review and approval of the County Attorney, at a total cost of \$59,087 (100% State share) for the period January 1, 2024 through December 31, 2024; and, be it further

RESOLVED, that the agreement with Cooperative Extension is subject to and conditioned upon the receipt by the County of Chemung of the State monies referred to in the Preamble of this Resolution and in the event that the County of Chemung does not receive all the State monies more particularly described in the Preamble to this Resolution, the agreement with Cooperative Extension shall be of no 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 without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-091

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Aging and Long Term Care on behalf of the Chemung County Department of Mental Hygiene

By: Donovan

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Human Services has requested authorization to enter into a Memorandum of Understanding (“MOU”) between the Chemung County Department of Mental Hygiene and the Chemung County Department of Aging and Long Term Care for the provision of the Self-Help Program during the period January 1, 2024 through December 31, 2024 at a cost of \$3,555 (100% State share); and

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

RESOLVED, that the Chemung County Department of Mental Hygiene is hereby authorized to enter into the aforementioned MOU with the Chemung County Department of Aging and Long Term Care at a cost of \$3,555 (100% State share) during the period January 1, 2024 through December 31, 2024, 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 the termination of the State funding for any reason this MOU shall become null and void and of no further force and effect without further action by this Legislature; and, be it further

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

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-092

Resolution authorizing Memorandum of Understanding with the Elmira Psychiatric Center on behalf of the Chemung County Department of Mental Hygiene

By: Donovan

Seconded by: Brennan

WHEREAS, the Commissioner of Human Services has advised this Legislature that the Elmira Psychiatric Center (“EPC”) has qualified for \$5,480 (100% State share) in funding for 2024 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 \$548 and the EPC will receive \$4,932 for the Program; and

WHEREAS, the Commissioner of Human Services has requested approval of a Memorandum of Understanding (the “MOU”) between the EPC 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 EPC and MH for the Program during the period January 1, 2024 through December 31, 2024 with Chemung County retaining a ten percent administration fee of \$548 (100% State share) for the administration of the Program on behalf of the EPC; 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-093

Resolution authorizing Supplemental Agreement #1 with Barton and Loguidice on behalf of the Chemung County Department of Public Works (CR23 Dry Brook Road Bridge)

By: Strange

Seconded by: Brennan

WHEREAS, pursuant to Resolution 22-539 the Chemung County Legislature authorized

an agreement with Barton & Loguidice (“B&L”) for professional engineering and design services for the Dry Brook Road Bridge Replacement Project (the “Project”) in an amount not to exceed \$70,000 (100% local share); and

WHEREAS, the Chemung County Commissioner of Public Works has requested authorization to enter into Supplemental Agreement #1 with for B&L for additional design and construction support services at an additional cost of \$62,312 (100% local share); and

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

RESOLVED, that the County Executive is hereby authorized and directed to execute Supplemental Agreement #1 with B&L for additional design and construction support services for the Project at an additional cost of \$62,312 (100% local share) for a new total cost of \$132,312 (100% local share); and, be it further

RESOLVED, that the terms and conditions or the 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, the term thereof further extended, or the agreement amended without the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer; McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-094

Resolution authorizing application for and acceptance of Bridge New York 2023 funding from the New York State Department of Transportation on behalf of the Chemung County Department of Public Works

By: Strange

Seconded by: Brennan

WHEREAS, the Chemung County Commissioner of Public Works has requested authorization to apply for and to accept New York State Department of Transportation (“NYSDOT”) Bridge NY 2023 funding for the repair and maintenance of bridges and culverts in Chemung County in an amount not to exceed \$11,056,001 (\$8,170,000 Federal share (bridges), \$2,470,000 State share (culverts), \$416,001 local share (bridges); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of the aforementioned grant; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to apply for and to accept NYSDOT Bridge NY 2023 funding in the amount of \$11,056,001 (\$8,170,000 Federal share (bridges), \$2,470,000 State share (culverts), \$416,001 local share (bridges); and, be it further

RESOLVED, that upon termination of the Federal or State funding for any reason, the contract for the Projects approved through the use of these funds shall terminate without further action by this Legislature; and, be it further

RESOLVED, that the terms and conditions of the grant application and subsequent agreement 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 grant agreement amended without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-095 **Resolution authorizing agreement with the Corning Council for Assistance and Information to the Disabled, Inc. d/b/a A.I.M. on behalf of the Chemung County Veterans Affairs Office (Court Peer To Peer Mentoring Services)**

By: Smith

Seconded by: Brennan

WHEREAS, the Chemung County Director of Veterans Affairs has requested authorization to enter into an agreement with Corning Council for Assistance and Information to the Disabled, Inc. d/b/a A.I.M. (“AIM”) for Peer-to-Peer Mentoring Services for Veterans (Veteran Advocate Program) in the amount of \$10,216 (100% State share) for the period January 1, 2024 through December 31, 2024; 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 an agreement with AIM, subject to the review and approval of the County Attorney, for the provision of Peer-to-Peer Mentoring Services for Veterans (Veterans Advocate Program), in the amount of \$10,216 (100% State share) during the period January 1, 2024 through December 31, 2024; and, be it further

RESOLVED, that upon termination of the State funding for any reason, the contract for the Services 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 agreements amended without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-096 **Resolution authorizing agreement with Phoenix Graphics, Inc. on behalf of the Chemung County Board of Elections**

By: Smith

Seconded by: Brennan

WHEREAS, the Chemung County Board of Elections has requested authorization to enter into a Purchase Agreement with Phoenix Graphics, Inc. (“Phoenix”) for the provision by Phoenix of election related printing services (absentee and affidavit ballots, as well as additional election related printing supplies) for the Dominion Optical Scan Voting System during the period January 1, 2024 through December 31, 2024 at a cost not to exceed \$75,000; and

WHEREAS, pursuant to Resolution No. 21-258 the Chemung County Legislature designated Phoenix as a sole source provider of ballot printing services (absentee and affidavit ballots, as well as additional election related printing supplies) for the Dominion Optical Scan Voting System; 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 enter into an agreement with Phoenix, subject to the review and approval of the County Attorney, for ballot printing services (absentee and affidavit ballots, as well as additional election related printing supplies) for the Dominion Optical Scan Voting System during the period January 1, 2024 through December 31, 2024 at a cost not to exceed \$75,000; 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-097 **Resolution renewing Inter-municipal agreement with Schuyler County
(Director of Weights and Measures)**

By: Smith

Seconded by: Brennan

WHEREAS, the Chemung County Executive has requested the renewal of an existing inter-municipal agreement with Schuyler County for the administration and enforcement within Chemung County of the provisions of the New York State Agriculture and Markets Law, Rules and Regulations, as the same pertain to Weights and Measures (collectively the “Services”), for a five-year period commencing January 1, 2024 through December 31, 2028 at an annual cost to the County of Chemung of \$48,919 payable in quarterly installments of \$12,229.75; and

WHEREAS, the Multi-Services Committee have recommended that the Chemung County Legislature approve this shared-services agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an inter-municipal agreement with Schuyler County for a five-year term beginning January 1, 2024 at annual cost of \$48,919 payable in quarterly installments of \$12,229.75, the terms and conditions of that agreement subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the inter-municipal agreement with Schuyler County shall not be renewed, the initial term thereof further extended, or the inter-municipal agreement amended without the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-098 **Resolution authorizing application for and acceptance of 2024-2025 New
York State Local Government Records Management Improvement Fund**

Grant on behalf of the Chemung County Department of Records and Imaging

By: Smith

Seconded by: Brennan

WHEREAS, the Coordinator of Records and Information has requested authorization to apply for and to accept a grant from the New York State Archives Local Government Records Management Improvement Fund (“NYSLGRMIF”) in an amount not to exceed \$75,000 (100% State share) for the period July 1, 2024 through June 30, 2025 for the purpose of the County’s imaging and document management system to include document imaging services to the City of Elmira, New York; and

WHEREAS, the County Executive and the Multi-Services Committee have recommended the Legislature approve the application for and the acceptance of this grant; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to apply for and to accept the aforementioned NYSLGRMIF grant in an amount not to exceed \$75,000 (100% State share); and, be it further

RESOLVED, that the grant application and 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 for any reason, the contract for the Projects approved through the use of these funds 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 agreement amended without the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

TREASURER AND REAL PROPERTY

24-099

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

By: Burin

Seconded by: Drake

RESOLVED, that the Director of Real Property Tax Services and the Assessor for the Town of Southport are hereby authorized to correct the 2024 assessment roll which was erroneously extended as follows:

2024 Tax Roll- Town of Southport

Tax Map No.: 500.00-17-1

Location: Southport, NY 14904

Owner: Corning Natural Gas 330 W. William Street, Corning, NY 14830

"Unlawful Entry" – The Assessor failed to change the assessment to the 2023 Special Franchise as provided by 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 of the full value of that special franchise as determined by 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 Tax roll. Correct amount of taxes due from \$30,006.82 to \$25,505.79. Refund to the property owner \$4,501.03.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-100 **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)**

By: Burin

Seconded by: Drake

RESOLVED, that the Director of Real Property Tax Services and the Assessor for the Town of Chemung are hereby authorized to correct the 2024 assessment roll which was erroneously extended as follows:

2024 Tax Roll- Town of Chemung

Tax Map No.: 85.00-1-4

Location: 154 Cooper Road, Lockwood, NY 14859

Owner: Daniel Applegate

"Clerical Error"– Correct the taxable value of the real property for the 2024 tax roll to remove the relieved school tax which had been previously paid. Correct amount of taxes due from \$4,317.38 to \$1,741.90. Refund to the property owner \$2,575.48.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

ADVERTISING FOR/AWARDING BIDS

24-101 **Resolution authorizing purchase agreement with Enterprise Fleet Management on behalf of the Chemung County Department of Central Services**

By: Smith

Seconded by: Chalk

WHEREAS, the Director of the Chemung County Central Services Department has requested authorization to enter into an agreement with Enterprise Fleet Management ("Enterprise") utilizing Sourcewell Cooperative contract #030122, PGB-2497 – ELM Fleet Management, for the lease of County vehicles and purchase of vehicle maintenance packages for the period January 1, 2024 through December 31, 2025 at an annual cost not to exceed \$350,000; and

WHEREAS, the County Executive, the Multi-Services Committee, and the Director of Purchasing have all recommended that the Chemung County Legislature approve the lease of county vehicles and purchase of vehicle maintenance packages pursuant to the Sourcewell Cooperative Purchasing Agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Enterprise for the lease of county vehicles and vehicle maintenance at an annual cost not to exceed \$350,000 pursuant to Sourcewell Cooperative contract #030122, PGB-2497 – ELM Fleet Management during the period January 1, 2024 through December 31, 2025; and, be it further

RESOLVED, that the terms and conditions of the agreement with Enterprise are 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-102

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

By: Burin

Seconded by: Chalk

WHEREAS, the Chemung County Superintendent of Buildings and Grounds has requested that Chemung County Departments be authorized to utilize the Omnia Partners Cooperative Contract for Maintenance, Repair and Operations (“MRO”) Supplies & Related Services (Region 4 ESC-TX) (PGB-2450 – R-192006) during the period April 1, 2024, through March 31, 2025, the first, one year renewal option; and

WHEREAS, the Director of Purchasing has determined total county spending for all departments at LOWES during the period April 1, 2024 through March 31, 2025 to be \$75,000; and

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

RESOLVED, that all Chemung County Departments are hereby authorized to utilize the Omnia Partners Cooperative Contract for MRO Supplies & Related Services (Region 4 ESC-TX) (PGB-2450 – R-192006) to make purchases at LOWES during the period April 1, 2024, through March 31, 2025.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (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))]

By: Burin

Seconded by: Chalk

WHEREAS, the Superintendent of the Chemung County Department of Buildings and Grounds has requested authorization to enter into a Purchase Agreement with Grassland Equipment & Irrigation Corp., Inc. (“Grassland”) utilizing NYSOGS Contract PC69682, Group 40658, Award PGB-22792 – Heavy Equipment for the purchase of a Groundmaster 5900 (T4) (the “Equipment”) at a cost not to exceed \$136,615.47; and

WHEREAS, the County Executive and the Buildings and Grounds Committee have recommended that the Chemung County Legislature approve the purchase of a Groundmaster 5900 (T4) pursuant to NYSOGS Contract PC69682, Group 40658, Award PGB-22792 – Heavy Equipment; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into a Purchase Agreement with for the Equipment utilizing NYSOGS Contract PC69682, Group 40658, Award PGB-22792 at a cost not to exceed \$136,615.47; and, be it further

RESOLVED, that the terms and conditions of the agreement with Grassland is 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

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)

By: Burin

Seconded by: Chalk

WHEREAS, sealed bids, pursuant to RFB-2585, were received and opened on December 14, 2023 National Soaring Museum Foundation Stabilization (the “Project”); and

WHEREAS, the Superintendent of Buildings and Grounds and the Director of Purchasing have recommended the acceptance of the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Buildings and Grounds Committee have reviewed the bid specifications, the bids submitted, the recommendations of the Superintendent and Director 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., Streeter Associates (“Streeter”) as more particularly described in the bid submitted by Streeter; now, therefore be it

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

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Streeter for the Project during the period March 12, 2024 through December 31, 2024 at a cost not to exceed \$159,000, as more specifically set forth in the bid submitted by Streeter; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Streeter 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (12); Abstained: Saglibene (1); Excused: Sweet, Pickering (2)

24-105 **Resolution awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025)**

By: Strange

Seconded by: Chalk

WHEREAS, sealed bids, pursuant to RFB-2566, RFB-2581, RFB-2582, RFB-2583, RFB-2584, RFB-2587, RFB-2588, RFB-2589, RFB-2590, RFB-2594, RFB-2596, RFB-2600, RFB-2602, RFB-2602, RFB-2617, RFB-2618, RFB-2619, RFB-2620 were received and opened on various dates between October 31, 2023 and January 25, 2024 for various materials and services (collectively the “Materials and Services”) during 2024 and 2025 at an estimated cost of \$1,825,200 on behalf of the Chemung County Department of Public Works (the “DPW”); and

WHEREAS, the DPW Commissioner has recommended the acceptance of the lowest responsible bids meeting all bid specifications for the Materials and Services; and

WHEREAS, the County Executive and the Highway Committee have reviewed the bid specifications, the bids submitted, the recommendation of the Commissioner, and they all recommend the Chemung County Legislature award the bids to the lowest responsible bidders meeting all bid specifications for the Materials and Services at costs as more particularly described in the bids submitted; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that the following vendors are the lowest, responsible bidders meeting all bid specifications for the Materials and Services (collectively the “Successful Vendors”):

RFB-2566 – OEM Repair Parts – Wilbri, Inc., Beam Mack (75,000)

RFB-2581 – Fuel Equipment and Services – Beavers Petroleum (\$163,700)

RFB-2582 – Highway Ditching – Wenzel Landscaping (\$50,000)

RFB-2583 – Medium and Heavy-Duty Vehicle Repair Parts – Cook Brothers, Point Spring and

Driveshaft, D&W Diesel, Carquest Auto/Advance Auto (\$150,000)
RFB-2584 – Sidewalks and Curbs – Bothar Construction, Renko Tree Service (\$50,000)
RFB-2587 – Geosynthetics – Chemung Supply (\$35,000)
RFB-2588 – Concrete Box Culvers – Zeiser Wilbert Vault, Jefferson Concrete (\$400,000)
RFB-2589 – Galvanized Railings – Chemung Supply (\$150,000)
RFB-2590 – Tree and Stump Removal – Angry Loraxe, Renko Tree Service (\$50,000)
RFB-2594 – Equipment Rental without Operator – Sunbelt, Herc Rental, Monroe Tractor, Cher Rental, Vantage/Alta (\$40,000)
RFB-2596 – De-icing sand (highway/delivered) – FS Lopke Contracting, Inc. (\$50,000)
RFB-2596 – De-icing sand (highway/FOB) – FS Lopke Contracting, Inc., Austin Sand & Gravel, Dalrymple Gravel & Contracting (150,000)
RFB-2600 – Crack Sealing – Suite Kote, Vestal Asphalt (\$90,000)
RFB-2602 – Cold Milling – Bothar Construction, Suit-Kote (\$65,000)
RFB-2617 – Iron Castings – EJ USA (\$50,000)
RFB-2618 – Cold Mix Pavements – Suit Kote, Vestal Asphalt (\$200,000)
RFB-2619 – Polypropylene Manhole Covers – Blair Supply Corp., Ferguson Waterworks (\$1,500)
2620 – Hot Mix Asphalt (FOB) – Elmira Road Materials, Dalrymple Gravel & Construction, AL Blades (\$140,000)

and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into one-year agreements (with an option to renew for one additional year pursuant to the various bid specifications) with the Successful Vendors for the Materials and Services at a total estimated cost of \$1,825,200 as more specifically set forth in the bids submitted by the Successful Vendors; and, be it further

RESOLVED, that the terms and conditions of the agreements between the County of Chemung and the Successful Vendors 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 terms thereof extended, or the agreements amended without express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-106

Resolution renewing Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works

By: Strange

Seconded by: Chalk

WHEREAS, pursuant to Resolution No. 23-273 the Chemung County Legislature authorized a Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works utilizing New York State Office of General Services (“NYSOGS”) contract PC69053, Group 3770, Award 23187, PGB-2511 – (Culvert & under- drain pipe and tubing for Advanced Drainage Systems) for highway and bridge projects during 2023 at a cost not to exceed \$110,000; and

WHEREAS, the Commissioner of Public Works has requested that the Purchase Agreement with Chemung Supply be renewed for the period April 1, 2024 through March 31, 2025 under the same terms and conditions as set forth in New York State Office of General Services (“NYSOGS”) contract PC69053, Group 3770, Award 23187, PGB-2511 – (Culvert & Under-drain pipe and tubing for Advanced Drainage Systems) for an annual amount not to exceed \$110,000; and

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

RESOLVED, that the County Executive is hereby authorized and directed to renew a Purchase Agreement with Chemung Supply pursuant to New York State Office of General Services (“NYSOGS”) contract PC69053, Group 3770, Award 23187, PGB-2511 – (Culvert & Under-drain pipe and tubing for Advanced Drainage Systems) during the period April 1, 2024 through March 31, 2025 for an annual amount not to exceed \$110,000; and, be it further

RESOLVED, that the terms and conditions of those documents and Purchase Agreement to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the Purchase Agreement with Chemung Supply shall not be renewed, the initial terms extended, or the purchase agreements amended without the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

PERSONNEL

24-107 **Resolution confirming appointment of the Clerk of the Legislature**

By: Chalk

Seconded by: Palmer

RESOLVED, that the written report of Chairman Mark Margeson appointing Megan E. Hill as Clerk of the Chemung County Legislature, pursuant to Section 213 of the Chemung County Charter, be and the same is hereby received, accepted and placed on file; and, be it further

RESOLVED, that the salary for said Clerk in the amount of \$70,000 per annum is to be paid as to any other County employee, subject to whatever Civil Service requirements may be applicable thereto.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-108 **Resolution creating part-time Account Clerk position on behalf of the Chemung County District Attorney's Office**

By: Chalk

Seconded by: Palmer

WHEREAS, the Chemung County District Attorney (D.A.) has requested the creation of a part-time Account Clerk position, CSEA Grade 6, \$17.14 per hour, at an annual salary not to exceed \$35,000 (100% state share), to better meet the needs of the District Attorney's Office; and

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

RESOLVED, that one part-time Account Clerk position be and the same hereby is created effective March 12, 2024; and, be it further

RESOLVED, that the D.A. is hereby authorized and directed to fill one part-time Account Clerk position, CSEA Grade 6, \$17.14 per hour, at an annual salary not to exceed \$35,000 (state share 100%); 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: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer; McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-109

Resolution amending the Staffing Plan for the Chemung County Nursing Facility

By: Chalk

Seconded by: Palmer

WHEREAS, the Administrator of the Chemung County Nursing Facility (the "Administrator") (the "CCNF") has requested the creation of one full-time Head Nurse position, creation of seven full-time Certified Nurses Aid positions, and one temporary (18 months) full-time Coordinator of Training and Development position to better meet the needs of the CCNF; and

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

RESOLVED, that one full-time Head Nurse position, creation of seven full-time Certified Nurses Aid positions, and one full-time Coordinator of Training and Development position be and the same is hereby created effective March 12, 2024; and, be it further

RESOLVED, that the Administrator be and hereby is authorized and directed to fill the following full-time position:

CHEMUNG COUNTY NURSING FACILITY

<u>POSITION</u>	<u>SALARY/WAGE</u>	
	<u>REIMBURSEMENT</u>	
(1) Head Nurse	NYSNA Grade 2/\$33.14-\$44.50/hr.	90%
(7) Certified Nurse Aid	NYSNA Grade A/\$17.87-\$25.84/hr.	90%

(1) Coordinator of Training and Development Single Rate Salary Grade 8/\$65,392-\$77,000 100%
and, be it further

RESOLVED, that the aforementioned position is 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-110 **Resolution creating Transportation Planner position on behalf of the Chemung County Planning Department and the Elmira Chemung Transportation Council**

By: Chalk

Seconded by: Palmer

WHEREAS, the Commissioner of the Chemung County Planning Department (the "Commissioner") and the Elmira transportation Council has requested the creation of a full-time Transportation Planner position as approved by the Regional Civil Service Commission on February 6, 2024, CSEA Grade 14, at a rate of \$30.63 per hour (80% state share) to better meet the needs of the Department; and

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

RESOLVED, that one full-time Transportation Planner position be and the same hereby is created effective March 12, 2024; and, be it further

RESOLVED, that the Commissioner is hereby authorized and directed to fill one full-time Transportation Planner position, CSEA Grade 14, at a rate of \$30.63 per hour (80% state share); 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-111 **Resolution creating Working Foreperson position on behalf of the Chemung County Department of Public Works**

By: Chalk

Seconded by: Palmer

WHEREAS, the Commissioner of the Chemung County Department of Public Works (the “Commissioner”) has requested the creation of a full-time Working Foreperson position as approved by the Regional Civil Service Commission on December 5, 2023, A1-Grade 9C, at a maximum annual salary not to exceed \$77,420; 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 Working Foreperson position be and the same hereby is created for the Chemung County Department of Public Works effective March 12, 2024; and, be it further

RESOLVED, that the Commissioner is hereby authorized and directed to fill one full-time Working Foreperson position, A1-Grade 9C, at a maximum annual salary not to exceed \$77,420; 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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

PUBLIC HEARING

24-112

Resolution calling for a public hearing relative to the 2023 Annual Open Enrollment for inclusion of real property in existing Chemung County Agricultural District

By: Smith

Seconded by: Drake

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 1st day of April, 2024 at 6:55 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: 82.00-1-44.2; 82.00-1-44.1; 82,00-1-45.2; Town of Big Flats: 47.04-1.85; Town of Erin: 62.00-1-2.26; 62.00-1-4.21; Town of Catlin: 16.00-1-73; Town of Van Etten: 45.00-1-21.21; 45.00-1-21.112

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: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-113

Resolution directing the Chemung County Sewer Districts Administrative Boards to hold a Public Hearing regarding proposed changes to the Scale of Charges for the Sewer Districts

By: Smith

Seconded by: Drake

BE IT RESOLVED that the Chemung County Legislature does hereby direct the Chemung County Sewer District Administrative Boards to hold a Public Hearing regarding proposed changes to Scale of Charges for the Chemung County Elmira Sewer District (“CCESD”) and the

Chemung County Sewer District No. 1 (“CCSD”); and, be it further

RESOLVED, that a Notice of Public Hearing shall be published in the Official Newspapers for Chemung County and shall include the proposed changes to the Scale of Charges for the CCESD and the CCSD.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

MISCELLANEOUS

24-114 **Resolution designating new highway alignment as an extension of County Route 86 (from CR86 to NYS Route 13)**

By: Strange

Seconded by: Palmer

WHEREAS, the Chemung County Commissioner of Public Works has requested a new highway alignment from County Route 68 (Old Ithaca Road) to New York State Route 13 (Length: 3,845 feet, Width: 40 ft, Lanes: 2, Lane Width: 12 feet) as an extension of County Highway (County Route)86 (“Horseheads Connector Road Project); and

WHEREAS, the road was officially opened on August 24, 2024 and the designation will allow the County to apply for CHIPS funding for future maintenance of the roadway; and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the Superintendent’s request; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby designate a new highway alignment from County Route 68 (Old Ithaca Road) to NYS Route 13 (Length: 3,845 feet, Width: 40 ft, Lanes: 2, Lane Width: 12 feet) as an extension of County Highway (County Route) 86 making the roadway eligible for CHIPS and other state highway funding; and, be it further

RESOLVED, that the Clerk of the Legislature is authorized and directed to forward a certified copy of this Resolution to Jim Rusak, Acting Director, NYSDOT Region 6.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer; Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-115 **Resolution adopting Air Carrier Incentive Program on behalf of the Elmira Corning Regional Airport**

By: Margeson

Seconded by: Palmer

WHEREAS, the Director of Aviation, on behalf of the Elmira Corning Regional Airport has requested that the Chemung County Legislature adopt the Air Carrier Incentive Program (the “Program”) for the period January 1, 2024 through December 31, 2026; and

WHEREAS, the incentives provided under the terms of the Program are only available to those air carriers certificated under the requirements of Title 14 CFR Part 121; and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature adopt the Program; now, therefore, be it

RESOLVED, that the Chemung County Legislature hereby adopts the Air Carrier Incentive Program for the period January 1, 2024 through December 31, 2026 as more particularly described in Exhibit "A", attached hereto and made a part thereof.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-116 **Resolution accepting funding from McWane, Inc. for the Chemung Canal Connector Trail Project on behalf of the Chemung County Planning Department**

By: Smith

Seconded by: Palmer

WHEREAS, the Chemung County Commissioner of Planning has requested authorization to accept a donation in the amount of \$1,550,000 from McWane, Inc. (the parent company of Kennedy Valve) for the design and construction of a trail project to connect the existing Lackawanna Rail Trail to the existing Catherine Valley Trail; and

WHEREAS, this donation will play a pivotal role in the completion of 29.2 miles of continuous footpath and trail through Chemung County; and

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

RESOLVED, that the County Executive is hereby authorized and directed to accept a donation in the amount of \$1,550,000 from McWane, Inc., such donation to be used for the design and construction of the Chemung Canal Connector Trail Project.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-117 **Resolution and Notice of Type II Determination Pursuant to 6NYCRR Part 617 relative to various Chemung County Sewer District Capital Projects**

By: Smith

Seconded by: Palmer

WHEREAS, 6NYCRR Part 17 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the

Environmental Conservation Law; now, therefore be it

RESOLVED, that the Chemung County Legislature hereby determines that the following proposed projects are Type II actions in accordance with 6NYCRR Part 617.5 (c)(2), as “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part” and 617 (C)(27) as “conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action”; therefore are not subject to review under 6NYCRR Part 617:

Chemung County Elmira Sewer District:
CMF Building Carpet Replacement
Collections Roof Replacement
Misc. Manhole Frame and Covers Replacement
Gaines Street Pump Station Construction
Siphon Building Engineering Study
UV Rebuild

Chemung County Sewer District No. 1:
Misc. Manhole Frames and Cover Replacement
IDA Pump Station Replacement-Construction
Collections Roof Replacement

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-118 **Resolution classifying proposed extension of the Chemung County Elmira Sewer District as an Unlisted Action, Nominating the Chemung County Legislature as the Environmental Quality Review Lead Agency, and Notifying Involved Agencies Pursuant to 6NYCRR Part 617 (Fairway-Phoenix Area Extension, Town of Southport)**

By: Smith

Seconded by: Palmer

WHEREAS, the County Executive has proposed that the County of Chemung extend sewage collection facilities of the Chemung County Elmira Sewer District (“CCESD”) to include the Fairway-Phoenix Area Extension of the Town of Southport (the “Town”) (to be known as the “Project”) utilizing funding from the New York State Environmental Facilities Corporation (“EFC”); and

WHEREAS, the Chemung County Legislature has concluded that the Project is subject to the requirements of 6NYCRR, Part 617; now, therefore, be it

RESOLVED, that the Chemung County Legislature hereby concludes that the Project constitutes an Unlisted Action subject to the review requirements specified in 6NYCRR, Parts 617.6 and 617.11; and, be it further

RESOLVED, that the Chemung County Legislature assumes the role of Lead Agency for the purposes of conducting a coordinated review of the Project in accordance with 6NYCRR, Parts 617.6 and 617.11; and, be it further

RESOLVED, that the Chairman of the Chemung County Legislature shall serve as the responsible officer in connection with the review of the Project; and, be it further

RESOLVED, that a copy of this resolution shall be filed with the Chemung County Executive, Town of Southport Supervisor, CCESD Executive Director, Elmira Water Board, Chemung County Health Department, Chemung County Planning Commissioner, Chemung County Stormwater Coalition, Chemung County Environmental Management Council, Southern Tier Central Regional Planning and Development Board, New York State Department of Environmental Conservation, New York State Electric and Gas Corporation, Verizon, New York State Office of Parks, Recreation and Historic Preservation, and the New York State Department of Health.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

24-119

Resolution amending Chemung County Legislature Route Slip and Resolution Policy

By: Smith

Seconded by: Palmer

WHEREAS, pursuant to Resolution No. 21-113 the Chemung County Legislature adopted a Route Slip and Resolution Policy; and

WHEREAS, the Multi-Services Committee has recommended that the Chemung County Legislature amend the Route Slip and Resolution Policy to reflect changes to the approval process for route slips and to clarify language; now, therefore, be it

RESOLVED, that the Chemung County Legislature Route Slip and Resolution Policy is hereby amended as per attached exhibit "A".

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Burin, Chalk, Stermer, McCarthy, Drake, Smith, Strange, Margeson (Chairman) (13); Excused: Sweet, Pickering (2)

Exhibit "A"

**Title: Chemung County Legislature Route Slip & Resolution Policy
(Adopted Resolution #24-119)**

Purpose: To outline the procedure for members of Chemung County Government to prepare and submit requests for action by the Chemung County Legislature, which action items are approved by resolution.

Legal References: Chemung County Charter: sections 201 (3); and 203 (c), (d), (f), (m); and 302(b); and 309; and Article IV; and Article XX; and Article XXI; and Article XXIII.

Rules of Order and Procedure for the Chemung County Legislature
(Resolution 08-100): Prefatory Recital before Rule I, and Rule III (JJ).

Policy:

I. Recitals:

- a. The Chemung County Legislature is the governing body of the County, and governs through resolutions that are discussed, voted on, and duly adopted by it.
- b. A “route slip” is defined as a request for a resolution by the Legislature.
- c. “Novus” is the computer system that the Chemung County Legislature presently uses to receive and review route slips, and to ensure that each item has sufficient explanation, documentation, and approvals. If the Legislature replaces the Novus system, this policy shall be updated accordingly.
- d. Before route slips are added to a Legislative standing committee meeting agenda, they are reviewed and approved by the Chairperson, and assigned to the appropriate standing committee.
- e. Route slips are to be received by the Legislature via Novus ten (10) calendar days before the standing committee meeting to which they apply, except upon exception granted by the Chairperson for good cause.

II. Legislative Branch: Route slips generated by the Legislative Branch are to be input into Novus as directed by the Chairperson of the Legislature.

III. Executive Branch:

- a. Route slips generated by the Executive Branch are to be input into Novus as directed by the County Executive or, where appropriate by Chemung County Charter, by the elected head of an administrative unit.
- b. Route slip items submitted through Novus must contain:
 - i. Identification of whether the item is state-mandated, and whether it involves SEQRA (and, if so, the type of action and its status).
 - ii. Indication of the County Department effected by the request.
 - iii. Presentation of a clear and concise explanation of what is being requested, together with a clear and concise justification for the request.
 - iv. Supporting documents and information attached as necessary to provide the Legislature and all approvers a sufficient basis to understand, process and discuss the request.
 - v. Indication of the precise amount of money being requested to be appropriated for the request, and indication of whether any such funds are reimbursable by Federal, State or other grant or source.
 - vi. Indication of whether the funding source for the item is budgeted, to include indication of whether funds are presently and sufficiently available for appropriation in the amount requested for the item.
 - vii. Identification of whether there is a prior resolution that was approved by the Legislature on the same or a substantially similar topic.
 - viii. Indication of the review and approval of the County Executive or, where appropriate by the Chemung County Charter, by the elected head of an administrative unit.

IV. Action by the Legislature: Upon receipt and review of route slips, the Chairperson of the Legislature, Clerk of the Legislature, Attorney for the Legislature, and Chairperson of any Committee to which the route slip is assigned may request documents or information to assist the Legislature in its understanding, contemplation, and vote on the item. Department Heads are encouraged to attend Committee meetings

when items are discussed, to address any questions the Legislature may have concerning requests.

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT

MOTION

By: Burin

Seconded by: Chalk

MOVED, that the Chemung County Legislature be adjourned until Monday, April 8, 2024 at 7:00 P.M. in the Legislative Chambers, 5th Floor, Hazlett Building, 203 Lake Street, Elmira, New York
CARRIED.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Correspondence 03-01 through 03-03

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

03-01 William O. Hicks, Kelly D. Hicks and A.J.H (a minor), Individually and on behalf of William Conner Hicks, deceased v County of Chemung and Chemung County Sheriff's Office

03-02 Continuation of Local State of Emergency

03-03 Chemung County Workers' Compensation Benefits and Chemung County Self-Insured Disability Program 2023 Annual Reports

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming appointments to the Chemung County Environmental Management Council

Resolution #: 24-058
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

he Environmental Management council is requesting re-appointment of the following Environmental Management Council members whose term has expired January 31, 2024 and to serve a term commencing Feb. 1, 2024 and terminating January 31, 2026:

- Alan Winston
- Greg Clark
- Karl Schwesinger

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Systems Development Group on behalf of the Chemung County Office of Real Property Tax Services

Resolution #: 24-059
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Approve annual agreement between Chemung County and Systems Development Group (SDG) for Image Mate Online software.

ATTACHMENTS:

File Name	Description	Type	Upload Date
SDG Agreement.pdf	SDG Agreement	Cover Memo	1/29/2024



8140 State Route 12
Barneveld, New York 13304
(315) 798-1328
www.sdgny.com

Annual Software Support Hosting Plan for Chemung County's Image Mate Online

Effective Dates of Support: September 1, 2023 through August 31, 2024

SDG shall provide telephone and email support during normal working hours, 8:30 am -5:00 pm EST, Monday through Friday. This support is intended to ensure that the Image Mate Online software is functioning as intended. SDG will respond in a timely manner to any support issue brought to our attention by County officials regarding the Image Mate Online software. SDG shall make available to Chemung County all standard software enhancements, as defined below, to the Image Mate Online software currently owned by the County. This software includes Image Mate Online as well as the RPS Version 4 data extraction utility as it pertains to Image Mate Online. SDG will also provide Chemung County with technical guidance in support of the planning of computer network infra-structure modifications and upgrades that affect the software components listed above. Additionally, SDG will provide hosting storage and support for Chemung County.

In the event that SDG is unable to resolve a support issue using telephone and/or email support, SDG will employ remote desktop access software, such as TeamViewer, to perform remote desktop troubleshooting. In the unlikely event that this method does not resolve the issue, an SDG field engineer may provide on-site support. However, this software support plan does not include service for induced problems such as:

- Installation of additional programs (third party programs, operating systems, service packs, etc.) that render the system inoperable.
- Reconfiguration of network resources (server reconfiguration, hard drive reconfiguration).

Resolution of induced problems will be billed at a rate of \$85 per hour including travel time. SDG's normal rate for all Software Support is currently at \$125 per hour. The lower rate of \$85 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the County accepts this Plan.

Software Enhancement Classifications

- 1) **Standard** – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes). The cost to the County for these Standard software enhancements will be included in the fee paid by the County to Systems Development Group for this software support plan.
- 2) **Custom** – This classification includes client requested software changes that would add or increase current system functionality. Work of this type will be billed at a rate of \$100 per hour. SDG's normal rate for enhancements of this type as identified by the New York State Office of General Services is set at \$147.00 per hour. The lower rate of \$100 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the County accepts this Plan.

Chemung County agrees to pay SDG an annual fee of \$1,600 for this software support. This agreement will be reviewed annually and, if necessary, renegotiated by Chemung County and SDG.

This Agreement shall be construed and interpreted under and according to the laws of the State of New York.

Chemung County

By: _____

Date: _____

Systems Development Group, Inc.

By: 
John Kelly, President

Date: 9/5/2023



Systems Development Group, Inc.

8140 State Route 12
Barneveld, NY 13304

Invoice

Date	Invoice #
8/29/2023	15414

Bill To
CHIEF MUNG COUNTY ORPS THERESA MURDOCK 210 LAKE STREET ELMIRA, NY 14901

Ship To
CHIEF MUNG COUNTY ORPS THERESA MURDOCK 210 LAKE STREET ELMIRA, NY 14901

P.O. No.	Terms	Due Date	Renewal Date	Tax ID #
PER AGREEMENT	PER AGREEMENT	8/29/2023		16-1473013

Description	Qty	Rate	Amount
IMAGE MATE ONLINE SOFTWARE SUPPORT HOSTING MAINTENANCE PLAN EFFECTIVE FROM 9/1/2023 - 8/31/2024 INCLUDES: DIAL-IN TELEPHONE SUPPORT DURING NORMAL BUSINESS HOURS (8:30 AM - 5:00 PM EST) REMEDIAL MAINTENANCE HOSTING AND STORAGE SERVICES	1	1,600.00	1,600.00

****PLEASE NOTE OUR NEW ADDRESS ABOVE****

A MINIMUM CHARGE OF 1 HOUR WILL BE INVOICED FOR SERVICE & LABOR

Monthly, quarterly, semi-annual and annual subscriptions are automatically billed accordingly.

Should you wish to change or cancel your services with SDG, please contact the office at (315) 798-1328.

Subtotal	\$1,600.00
Sales Tax (0.0%)	\$0.00
Total	\$1,600.00
Payments/Credits	\$0.00
Balance Due	\$1,600.00

Telephone #	E-mail	sdgnys.com
3157981328	kneilson@sdgnys.com	www.sdgnys.com



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with PaneLogic, Inc. on behalf of Chemung County Elmira Sewer Districts (SCADA support)

Resolution #: 24-060
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

CCSD requests authorization to enter into an agreement with Panelogic, Inc. for Supervisory Control and Data Acquisition (SCADA) support services for the system that controls and monitors the Milton Street Wastewater Treatment Plant. CCSD previously submitted a route slip to receive these services from MPR Technologies, but the owner of this company has passed away and they are no longer able to provide us services. These services cannot be provided in house. The fees will be billed on an as-needed basis at a not to exceed cost of \$19,100.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Quote_2023176v2.pdf	Quote	Cover Memo	1/29/2024



PanelLogic, Inc.

Systems Integrator

366 Baker Street, Corning, NY 14830

607-936-9911 Fax: 607-936-0619

<http://www.panellogic.com>

Email: panellogic@panellogic.com

Quote No.
2023176

Page 1 of 1

December, 11 2023

Michael Lanning
Chemung County Sewer Districts
600 Milton Street

Dear Michael :

Thank you for this opportunity to be of assistance. We are pleased to provide you with this quotation for Service Support per our discussion on 12/7/23. The price quoted is based on our discussions. PanelLogic will be responsible for providing the following:

Line Part No.

Lead Time

1 SERVICE SUPPORT

Part Description
Service Support

This line item includes Engineering time and materials needed to assist the Chemung County Sewer Districts to troubleshoot and maintain the controls systems.

- Engineering: 160 Hours
- Materials: \$1500.00

*This line item is Time and Materials (T&M), Not to Exceed. Only actual labor and materials will be invoiced.

Quantity	U/M	Unit Price	Line Item Total
1	EA	19,100.00	19,100.00

Prices Valid Thru 1/11/2024

TERMS & CONDITIONS

- (1) Freight is not included in the price quoted.
- (2) All shipments F.O.B. Origin, freight prepaid and charged back.
- (3) Quotation is firm for 30 days.
- (4) Invoicing will be 100% of each unit at completion of that item at PanelLogic Inc.
- (5) Payment Terms are Net 30 Days
- (6) Ship date is estimated to be 1 week ARO. Ship date is an estimated time from the receipt of a valid purchase order to date of shipment and does not include any shipping time. The ship date will be confirmed after receipt of a valid purchase order.

All prices exclude any applicable taxes, tariffs or duties. Prices are subjected to a line item tariff charge should there be any additional duties or restrictions imposed upon our Vendors products as a result of pending Government Actions or the current investigation under Section 232 of the Trade Expansion Act of 1962.

Thank you again for this opportunity. Please don't hesitate to call me if you have any questions. We look forward to working with you on this project and hope to hear from you soon.

Roger Badura
PanelLogic Inc

Chris Moss
County Executive



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting grant funding from the New York State Department of Transportation on behalf of the Elmira Corning Regional Airport (Electric Vehicles, Electric Tugs and Charging Stations Infrastructure)

Resolution #: 24-061
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

he Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of a NYSDOT grant for electric vehicles, electric tugs and charging stations infrastructure. The total grant is \$992,340.00 with \$198,468.00 being local share.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Electric_Vehicle_Grant.pdf	Electric Vehicle Grant	Cover Memo	1/29/2024

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Chemung County (the "Municipality/Sponsor") with its office at Horseheads, NY

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Vehicle Electrification and Charging Infrastructure Improvements at Elmira Corning Regional Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS, Section 14-I of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement";
- Schedule A-1: Description of Project and Funding;
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
- Appendix A: Standard Clauses for New York State Contracts;
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
- Appendix B - Minority and Women-Owned Business Enterprises (M/WBE) – Service-Disabled Veteran Owned Businesses (SDVOB) - Equal Employment Opportunity (EEO) Policy Statement

- Resolution(s) – duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the state payment actually made exceeds the state financial assistance determined by the recalculation, if any.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project.

6.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the lesser of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) amounts described in the preceding paragraph (a), less any duplicative funding of the same Project costs from other State sources.

6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited to, the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>), and as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to

establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* The Project and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall only remain in effect so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 To the fullest extent permitted by law, the Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or

employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT. Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

23. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

24. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

Chemung County

Name: Mr. Thomas Freeman
Title: Director of Aviation
Address: 276 Sing Sing Road, Suite 1, Horseheads, NY 14845
Telephone Number: (607) 873-1115
Facsimile Number:
E-Mail Address: tfreeman@chemungcountyny.gov

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

25. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

26. *Proposed Increase Clause.* Any change in this contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change to this agreement. Scope changes requested of OSC after the fact may be denied.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements thereunder relating to equal employment opportunity, and utilization goals and

contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *MWBE and SDVOB Goals.* The **Sponsor** must comply with all MWBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-Owned Business Enterprises-Service Disabled Veteran Owned Businesses – Equal Employment Opportunity Policy Statement".

27.1.3 *MWBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to MWBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned MWBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the MWBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *MWBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly MWBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

27.1.6 *Failure to Comply.* If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-Owned Business Enterprise (MWBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the MWBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

27.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 *Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 *New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Aviation Project Funding Agreement - Schedule A-1

Page 1 of 1

OSC Contract # _K007534 _____

Project Commencement Date 10/20/23

Project Completion Date: 10/19/28

AGREEMENT PURPOSE ☒ **MAIN** Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

☒ Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: 6901.43

Project involves acquisition of electrified equipment and associated charging infrastructure.

The sponsor attests that the above Project has a useful service life of 10 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Elmira Corning Regional Airport

Owner/Operating and Maintenance Responsibility: Chemung County

Type of Airport Organization:

☒ Municipality ☐ Public Authority ☐ Not-for-Profit Corporation ☐ Public Benefit Corporation
☐ Business Corporation ☐ Partnership ☐ Proprietorship ☐ _____

B. SUMMARY OF ELIGIBLE PROGRAM COSTS

AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
\$793,872.00	\$198,468.00	\$ 0.00	\$992,340.00

Project is: (check which applies) ☐ part of an approved airport layout plan, OR
 ☐ consistent with an approved airport layout plan

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

- | <u>Phase/Sub-phase/Task</u> | Responsibility: <u>NYSDOT</u> | <u>Sponsor</u> |
|---|--------------------------------------|--------------------------|
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for Chemung County adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Elmira Corning Regional Airport.

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007534) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Chemung County

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- ☐ Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- ☐ Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- ☐ Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- ☐ Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- ☐ Type II Action
- ☐ Ministerial Act
- ☐ Exempt Act

PROJECT DESCRIPTION

Project involves acquisition of electrified equipment and associated charging infrastructure.

Authorized Signature

Title

Date



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Task Order #2 with McFarland-Johnson Inc., on behalf of the Elmira Corning Regional Airport (Reconstruct Echo Apron Construction Observation and Administration Services)

Resolution #: 24-062
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of McFarland Johnson's Task Order #2, Reconstruct Echo Apron Construction Observation and Administration Services. The project consists of the reconstruction of the existing Tango Apron (formerly Echo Apron) pavement section consisting of FAA P-209 base course and P-401 asphalt pavements. Echo Apron is approximately 211,000 square feet in area. Additional project improvements include:

- Installation of new FAA P-501 concrete hardstands for aircraft parking.
- Replacement of aging security fencing and gates along the perimeter of Echo Apron.
- Drainage improvements to Echo Apron to aid in stormwater treatment and control.
- Installation of new pavements markings within the project area.

The amount of Task Order #2 is \$414,452.

ATTACHMENTS:

File Name	Description	Type	Upload Date
MJ TO 18965.02 - Echo Apron.pdf	Echo Apron	Cover Memo	1/29/2024

**TASK ORDER
AUTHORIZATION
NO. 2**

Resolution # _____
Approval Date _____
PIN # _____
FAA AIP # 3-36-0026-088-2023
MJ Project # 18965.02

PROJECT: Reconstruct Echo Apron Construction Observation and Administration Services Contract for Elmira Corning Regional Airport

DATE OF ISSUANCE: December 4, 2023

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work (8 pages plus attachments):

- Project Administration / Management
- Construction Administration
- Construction Observation
- Geotechnical Laboratory & Field Testing
- Grant Administration

METHOD OF COMPENSATION: Cost Plus Fixed Fee, as indicated in the attached Exhibit B

THIS TASK ORDER AMOUNT NO. 2


DAYS OR DATES TO COMPLETE THIS TASK
ORDER

\$ 414,452

December 31, 2024

The Agreement for Professional Engineering Services between County of Chemung and McFarland-Johnson, Inc., for Professional Services at Elmira Corning Regional Airport, five-year period, dated May 5, 2022, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

by 
James M. Festa, P.E.
Chief Executive Officer

APPROVED:

by _____
Christopher J. Moss
County Executive

EXHIBIT “A”

TASK ORDER NO. 2 MJ Project No. 18965.02

Scope of Work

ELMIRA CORNING REGIONAL AIRPORT CHEMUNG COUNTY, NY

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES FOR RECONSTRUCT ECHO APRON PROJECT

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services to Chemung County (SPONSOR) including administrative and full-time resident inspection services during the Construction Phase of the above project at the Elmira Corning Regional Airport. The project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation at funding levels of 90% FAA, 5% NYSDOT, and 5% SPONSOR.

The project consists of the reconstruction of the existing Tango Apron (formerly Echo Apron) pavement section consisting of FAA P-209 base course and P-401 asphalt pavements. Echo Apron is approximately 211,000 square feet in area. Additional project improvements include:

- Installation of new FAA P-501 concrete hardstands for aircraft parking.
- Replacement of aging security fencing and gates along the perimeter of Echo Apron.
- Drainage improvements to Echo Apron to aid in stormwater treatment and control.
- Installation of new pavements markings within the project area.



The construction activity will be phased to minimize impacts on airport operations. The construction phasing includes 3 work areas each with specific operational requirements. The total contract time is 80 Calendar Days. During this time, each of the apron and hangar entrances will be closed to aircraft at various times to facilitate construction.

It is anticipated that a full-time staff of one Resident Project Representative (RPR) will be required for the full duration of the project. An additional full-time staff of one Inspector will be required for 40 Calendar Days during asphalt and concrete paving operations and to assist with other items of the project. A Geotechnical Subconsultant will also be required to perform Quality Assurance

(QA) laboratory and field testing. The cost of the construction contract, based on bids received, is \$4,444,430.00.

Professional services to be provided by the CONSULTANT shall include the following:

A. ADMINISTRATION/PROJECT MANAGEMENT:

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of a pre-construction conference and final inspection conference as required by the FAA.
2. **Site Visits:** CONSULTANT's Project Manager or Project Engineer shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager or Project Engineer will visit the site a minimum of one visit per week during the construction period.
3. **Shop Drawings/RFI's:** CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto. All Shop Drawings and RFIs will be exchanged between the Contractor and the CONSULTANT using the Autodesk Construction Cloud (ACC) Build software. Reviews and responses to these items will also be completed using the ACC Build software.
4. **Construction Management Plan:** CONSULTANT shall prepare a Construction Management Plan in accordance with FAA requirements for the project, including identification of key staff, their experience and duties on this project. The plan will also identify key material testing requirements for the project and identify how these requirements will be addressed, and the parties responsible for the testing program.

B. CONSTRUCTION OBSERVATION:

Construction observation services shall be provided by a competent full-time Resident Project Representative (RPR), and a competent full-time Inspector familiar with airport operations at a facility similar to that of the SPONSOR's.

1. **Applications for Payment:** Based on 1) CONSULTANT's on-site observations of work progress; 2) information provided by the Resident Project Representative; 3)

review of the applications for payment including the accompanying data and schedules:

- a. CONSULTANT shall determine the amounts owing the CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that he will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets requirements of the Contract Documents for which CONSULTANT is contractually responsible. CONSULTANT's review of CONTRACTOR(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.

2. **Resident Inspection:** Provide technical observation of construction by a full-time Resident Project Representative (RPR) and supporting staff as required, who will also:
 - a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
 - b. Complete, review, and verify requests for monthly and final payments for CONTRACTOR(s).
 - c. Assist SPONSOR in preparation of partial and final requests for reimbursement for Federal aid.
 - d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
 - e. Conduct weekly project progress meetings on site with all interested parties, and coordinate documentation of these meetings.
 - f. The CONSULTANT will employ a qualified materials testing firm experienced with airfield materials testing including Crushed Aggregate Base Course and Hot Mix Bituminous Asphalt Mixtures. The CONSULTANT shall assure that all Federal and/or State requirements, as applicable to specified materials, are adhered to.
3. **Progress Reports:** Submit weekly progress reports of construction activity and problems encountered as required by the SPONSOR, and the Federal Aviation Administration. FAA Form 5370-1, "Construction Progress and Inspection Report" will be utilized for this purpose.
4. **Contractor(s)' Completion Documents:** CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by CONTRACTOR(s).
5. **Inspections:** CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR(s) and may give written notice to SPONSOR and the CONTRACTOR(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Section "B.1.b."
6. **Completion Certificates:** Issue certificates of completion to the SPONSOR and the Federal Aviation Administration at the completion of construction.

7. **Limitation of Responsibility:** CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR(s), or of any Subcontractor or supplier, or any of the CONTRACTOR(s)' work, nor shall the CONSULTANT have the responsibility to supervise, direct, or control CONTRACTOR(s)' work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the CONTRACTOR(s).
8. **Limitations of Authority: (RPR, Inspector and On-Site Staff)**
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CONSULTANT.
 - b. Shall not exceed limitations of CONSULTANT's authority as set forth in the agreement or the Construction Contract Documents.
 - c. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the construction unless such advice or directions are specifically required by Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.
 - g. Shall not authorize SPONSOR to occupy the Project in whole or in part.
 - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.
9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site project representative and staff are responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

- a. CONSULTANT's Daily Project Diary
- b. Inspector's Daily Reports
- c. Preparation of FAA Weekly Reports

- d. Prime/Subcontractor Work Summary
- e. Preparation of Material Acceptance Reports
- f. Preparation of Certification and Testing Log Book
- g. Review Subcontractor approval forms
- h. Prepare statement of days charged on a weekly basis
- i. Conduct Wage Rate Interviews with prime and/or subcontractors employees
- j. Conduct project meetings with Owner and Contractors
- k. Field measure quantities on a daily basis
- l. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
- m. Review and/or preparation of Periodic Payment Requests
- n. Record deviations from the contract plans for preparation of Record Drawings
- o. Preparation and review of Change Orders/Force Account Work

The Resident Project Representative is also responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport operations staff, including appropriate NOTAMs (Notice to Air Missions). The construction phasing requires all work be completed during nighttime hours and weekend work over the course of the project.

- 10. Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contract period, which is estimated to be 80 calendar days. Construction is anticipated to start in the Spring of 2024 with completion in the Summer of 2024. Additionally, project initiation, administration and project closeout are anticipated to include 60 days prior to the notice to proceed and 90 days after project acceptance to complete the project records/project closeout items.

The fee contained in Exhibit “B” is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

C. GRANT ADMINISTRATION / PROJECT CLOSEOUT:

1. Grant Administration:

- a. A Grant Administrator will be assigned to the Project.
- b. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agencies. It is assumed there will be 6 reimbursements submitted for the project.

- c. Grant Administration services shall also include necessary reporting and processing of FAA required paperwork.
 - d. The Grant Administrator will coordinate electronic transfer processing of federal funds on behalf of the SPONSOR, when requested by the SPONSOR.
- 2. **Closeout:** The grant closeout entails obtaining records from the SPONSOR and organizing the project documents to conform with FAA requirements for closing out a federally funded project. During the period from the submittal of the final paperwork and the audit to close the project, the CONSULTANT will field any questions from the funding agencies as well as the SPONSOR.
- 3. **Record Plans:** Prepare and furnish two (2) hard copies, and one PDF electronic version, of the Record Plans for the completed project to the SPONSOR. Copies will also be provided to the federal and state funding agencies, if required. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector's and contractor's records. They are, however, not to be construed as being 100 percent accurate.
- 4. **Construction Testing and Quality Control Report:** Prepare and furnish two (2) copies of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. Three (3) copies will also be provided to the Federal Aviation Administration, as required. This report will provide a summary of the documented results of Quality Control Testing completed over the course of the project.

D. SCHEDULE:

The CONSULTANT agrees to complete the work under this phase of the Agreement in a manner satisfactory to the SPONSOR within twelve (12) months after award of a construction contract and receipt of an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

The CONSULTANT agrees to perform the services during the Construction Observation Portion of this agreement during the construction contract period estimated to be as follows:

		<u>Working Days</u>
Pre-Construction:	Project Manager:	8 @ 5 hrs.
	Project Engineer:	13 @ 4 hrs.
	Resident Project Representative:	8 @ 8 hrs.
	Assistant Engineer:	3 @ 8 hrs.
	Grant Administrator:	2 @ 4 hrs.
Construction Contract:	Project Manager:	10 @ 4 hrs.
	Project Engineer:	15 @ 8 hrs.
	Resident Project Representative:	80 @ 10 hrs.
	Observer:	40 @ 10 hrs.
	Junior Engineer:	5 @ 8 hrs.
	Grant Administrator:	8 @ 4 hrs.
Post Construction:	Project Manager:	5 @ 8 hrs.
	Project Engineer:	7 @ 8 hrs.
	Resident Project Representative:	7 @ 8 hrs.
	Assistant Engineer:	5 @ 8 hrs.
	Grant Administrator:	4 @ 6 hrs.

NOTE: THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.

EXHIBIT B



Reconstruct Echo Apron CA
Task Order No. 2
Chemung County

June 2023

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR		\$109,274.00
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %		\$191,229.50
3. SUBTOTAL OF ITEMS 1 & 2		\$300,503.50
4. FIXED FEE / PROFIT		\$45,075.53
5. DIRECT EXPENSES		\$8,692.00
6. SUBCONSULTANT COSTS		
7. SUBCONTRACT COSTS - (ESTIMATE)		\$50,580.00
Materials Testing (Navarro & Wright - DBE)		\$50,580
8. OVERTIME PREMIUM		\$9,600.00
9. TOTAL FEE ESTIMATE		\$414,451.03
10. TOTAL FEE FOR ALL SERVICES		\$414,452

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

EXHIBIT B



Reconstruct Echo Apron CA

Task Order No. 2

Chemung County

June 2023

McFARLAND-JOHNSON LABOR RATES

<u>CLASSIFICATION</u>	DIRECT TECHNICAL LABOR		
	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2023 MAX. RATE</u>
Vice President (VP)	\$103.12	\$106.42	\$103.12
Division Director/Reg.Div.Director (DD)	\$87.35	\$90.15	\$98.00
Senior Project Manager (SPM)	\$79.17	\$81.70	\$85.88
Sr. Project Engineer (SPE)	\$62.78	\$64.79	\$68.80
Project Engineer (PE)	\$54.98	\$56.74	\$63.60
Senior Engineer (SE)	\$45.51	\$46.97	\$53.20
Assistant Engineer (AE)	\$38.12	\$39.34	\$43.40
Junior Engineer/Planner/Envrmntlst (JEP1)	\$31.90	\$32.92	\$36.90
Junior Engineer/Planner/Envrmntlst (JEP2)	\$33.45	\$34.52	\$37.00
Technician Supervisor (TS)	\$50.00	\$51.60	\$51.50
Senior Technician (ST)	\$38.76	\$40.00	\$41.64
Assistant Technician (AT)	\$27.91	\$28.80	\$32.00
Junior Technician (JT)	\$20.80	\$21.47	\$20.80
Resident Inspector (RI)	\$51.03	\$52.66	\$56.46
Senior Inspector (SI)	\$44.95	\$46.39	\$50.88
Inspector (I)	\$40.04	\$41.32	\$40.04

Assume Notice to Proceed:	9/1/2023
Design Project Duration (months):	16
Assume Salary Escalation:	4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2023	1.000	20.0%	20.0%
2024	1.040	80.0%	83.2%
2025	1.082		
		100.0%	103.2%

EXHIBIT B



Reconstruct Echo Apron CA

Task Order No. 2

Chemung County

June 2023

DIRECT COSTS

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
Travel Related Costs:		
Vehicle Cost Plus Fuel		\$8,652
Lodging and Meals		
Per Diem		
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery		\$40
Miscellaneous		

\$8,692

\$8,692

Reconstruct Echo Apron CA
Task Order No. 2
Chemung County



June 2023

ESTIMATED HOURS

		HOURS BY CLASSIFICATION																
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI	SI	I	SUM
		\$106.42	\$90.15	\$81.70	\$64.79	\$56.74	\$46.97	\$39.34	\$32.92	\$34.52	\$51.60	\$40.00	\$28.80	\$21.47	\$52.66	\$46.39	\$41.32	
PHASE/TASK	DESCRIPTION																	
	Administration and Project Management Phase		40		112	144		24							80			400
BTCONS	Consultation		16		16	24												56
BTSITE	Site Visit		8		16	40												64
BTMEET	Meetings				16	40									16			72
BTSHOP	Shop Drawing / Submittal Review				16	40		24							64			144
BTADMN	Project Management		16		48													64
	Construction Observation Phase				44	72				40					874		400	1430
BTPAYM	Applications for Payment				4	8									24			36
BTINSP	Construction Observation														850		400	1250
BTCONS	Construction Support				40	64				40								144
	Grant Administration / Project Closeout Phase		4		44	56		40			64				56			264
BTGRNT	Grant Administration										40							40
BTCLOT	Project Closeout		4		44	40					24				40			152
BTRECP	Prepare Record Plans					16		40							16			72
											</							



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing 2024 Service Agreements on behalf of the Elmira Corning Regional Airport

Resolution #: 24-063
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of the 2024 Service Agreements. The total cost is \$124,950.00

ATTACHMENTS:

File Name	Description	Type	Upload Date
2024 Service Agreements.xlsx	Service Agreement	Cover Memo	1/29/2024

2018 Service Agreements - Airport

		2024	2023
Airfield			
Ameribridge	Jet Bridges	\$0.00	\$0.00
Loomacres	Wildlife Management	\$28,000.00	\$27,000.00
Cummins	Airfield Generator Maintenance	\$3,850.00	\$3,850.00
Veoci	Maintenance Management System	\$17,075.00	\$17,075.00
Airfield Total		\$48,925.00	\$47,925.00
Terminal			
Davis Ulmer	Sprinkler System	\$1,975.00	\$1,975.00
Eastern Security Services	Security Maintenance	\$300.00	\$300.00
FAST	Alarm System Maintenance	\$750.00	\$750.00
Imperial Door Controls	Automatic Door Maintenance	\$1,980.00	\$1,980.00
Xerox	Copier Lease (Management)	\$2,100.00	\$2,100.00
Kone	Elevator Maintenance	\$1,800.00	\$1,800.00
Remi Group	Copiers, Fire Alarm Maintenance	\$500.00	\$500.00
Johnson Controls	System Monitoring	\$5,320.00	\$5,320.00
Terminal Total		\$14,725.00	\$14,725.00
Other			
Airgas East	Cylinder Rental	\$300.00	\$300.00
Maintenance Total		\$300.00	\$300.00
Admin			
Mead and Hunt	Air Service Development	\$61,000.00	\$61,000.00
Admin Total		\$61,000.00	\$61,000.00
Grand Total		\$124,950.00	\$123,950.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Change Orders with various vendors for the Airport Rescue & Firefighting Building Rehabilitation Project on behalf of the Elmira Corning Regional Airport (RFB-2405)

Resolution #: 24-064
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 approve change orders for the Airport Rescue & Firefighting Building Rehabilitation:

Contract 1 - General Trades Construction
Edger Enterprises - \$23,790.00

Contract 2 - Plumbing Construction
Kimble Inc. - \$4,960.70

Contract 3 - Mechanical (HVAC) Construction
AFT Mechanical - \$10,148.80

Contract 4 - Electrical Construction
Schuler Haas - \$6,190.01

ATTACHMENTS:

File Name	Description	Type	Upload Date
Edger_CO_2.1.24.pdf	Edger CO,21.21	Cover Memo	2/21/2024
Kimble_CO_2.1.24.pdf	Kimble CO 21.24	Cover Memo	2/21/2024
AFT_CO_2.1.24.pdf	AFT CO 21.24	Cover Memo	2/21/2024
Schuler Haas_CO_2.1.24.pdf	Schuler Haas CO 21.24	Cover Memo	2/21/2024

Construction Change Directive

PROJECT:

ARFF BUILDING REHAB
ELMIRA CORNING REGIONAL AIRPORT
276 SING SING ROAD,
HORSEHEADS, NEW YORK 14845

DIRECTIVE NUMBER: 1**DATE:** November 16, 2023**CONTRACT FOR:** General**CONTRACT DATED:** April 8, 2022**MJ PROJECT NUMBER:** 18302.23**FAA AIP NUMBER:** 3-36-0026-086-2022OWNER ☐CONSULTANT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**TO CONTRACTOR:**

Edger Enterprises Inc.
330 E 14th Street
Elmira, NY 14903

You are hereby directed to make the following change(s) in this Contract:

General Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The \$2,033.00 decrease is due to the cost savings from utilizing the existing canopy structure between the ARFF to Outbound Baggage buildings. The original design intent was to fully remove and replace this structure, however, reuse was found to be preferable during construction.
2. The \$8,572.00 increase is due to aligning the apparatus bay overhead door operator motor voltage with the building power voltage.
3. The \$3,872.00 increase is due to the wall tile work within the apparatus bay to infill areas where existing doors were removed and openings infilled.
4. The \$11,702.00 increase is due to the modification/removal of two (2) existing doors and door frames to accommodate the installation of a new 1-piece shower unit within the toilet room. One (1) existing door is to be replaced in kind and one (1) existing door shall be removed and the wall opening infilled for security reasons.
5. The \$1,677.00 increase is due to framing work to accommodate the shower installation.

Original Lump Sum Bid: \$397,000.00

Cost Increase: \$25,823.00

Cost Decrease: -\$2,033.00

Revised Lump Sum Price: \$420,790.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: \$23,790.00

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed \$419,113.00 (See attached pricing backup for items and unit costs.)

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT
McFarland Johnson, Inc

OWNER
Chemung Co Aviation Department

CONTRACTOR
Edger Enterprises Inc.

ADDRESS
49 Court St, Suite 240
Binghamton, NY 13901

ADDRESS
276 Sing Sing Rd, Suite 1
Horseheads, NY 14845

ADDRESS
330 E 14th Street
Elmira, NY 14903

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.



EDGER ENTERPRISES, INC

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Enclose the existing canopy as per revised A3.0 and A5.0 Dated 4/5/2023.

A. DIRECT COST OF WORK:

1 LABOR

ASSIGNED PERSONNEL OR WORK CREW

Laborer- Sawcut and remove existing concrete

Mason- Install Dowls and Rebar

Mason-Form, pour, finish, and strip new concrete ramp

CREDIT- Deletion of Footers and SOG

HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
\$ 68.36	8	\$ 546.88
\$ 94.33	8	\$ 754.64
\$ 94.33	24	\$ 2,263.92
		\$ (5,000.00)

LABOR TOTAL **-\$1,435**

2 MATERIAL

MATERIAL REQUIRED FOR CHANGE

Dowels

4000 psi concrete

Misc. Forming materials

New door Frame

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
\$100.00	ls	1	\$100.00
\$150.00	cy	2	\$300.00
\$200.00	ls	1	\$200.00
\$418.00	ls	1	\$418.00

MATERIAL TOTAL **\$1,018**

3 EQUIPMENT

EQUIPMENT REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL **\$0**

TOTAL (SUM 1, 2, 3) **-\$417**

4 OVERHEAD AND PROFIT

OH & P 0.00% **-\$417**

5 Subcontractor

SUBCONTRACTOR REQUIRED FOR CHANGE

Cornwell Masonry

Dake-Framing - Wash

SUB COST OF WORK	SUB MARK UP %	TOTAL COST
\$ (1,200.00)	0%	-\$1,200.00
\$ -	0%	\$0.00

SUBCONTRACTOR TOTAL **-\$1,200**

TOTAL COST (4 & 5) **-\$2,033**

TOTAL COST **-\$2,033**



Kelley Bros, LLC
1220 S Main St
Elmira, NY 14904
Phone: 607-734-8884
Fax: 607-734-4518

CUSTOMER PROPOSAL

Steve VanHouten,
Acct#: 72485

Project Number: 7-2232438-0 CO

Proposal Date: 10/5/2022

Re-Print Date: 4/18/2023

JOB NAME: ECRA - Aircraft Rescue & Fire Fighting Bldg.

Sold To: EDGER ENTERPRISES

330 E. 14TH ST.
ELMIRA, NY 14903
Tel: 607-733-9664
Fax: 607-733-3951

Attn:

Ship To:

Tel:
Cell:

<u>Qty</u>	<u>Manuf</u>	<u>Mfr Part# / Description</u>
1		1 Each - HM Frame Opening 107A J.D. Changed to 9-1/2"

Customer PO#: *Bryan*

Customer Acceptance: _____ Date: _____

Printed Name: _____

SubTotal:	\$ 418.00
Freight:	\$.00
Tax:	\$ 33.44
Project Total:	\$ 451.44

Given building material cost inflation, this quote is good for 30 days. Any material released for order after this time will be subject to re-quote.

NET 30 subject to credit approval.

Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

4/18/2023

Page 1 of 1



EDGER ENTERPRISES, INC

COR #

2

Date:

7/12/2023

PROJECT TITLE:

Elmira Coming Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Remove three (3) previously installed 3-phase motors and install three (3) single-phase motors.

A. DIRECT COST OF WORK:

1 LABOR

ASSIGNED PERSONNEL OR WORK CREW

Superintendent- Coordination/Supervision

HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
\$ 109.99	8	\$ 879.92

LABOR TOTAL

\$880

2 MATERIAL

MATERIAL REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL

\$0

3 EQUIPMENT

EQUIPMENT REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL

\$0

TOTAL (SUM 1, 2, 3)

\$880

4 OVERHEAD AND PROFIT

OH & P 15.00%

\$1,012

5 Subcontractor

SUBCONTRACTOR REQUIRED FOR CHANGE

Overhead Door

SUB COST OF WORK	SUB MARK UP %	TOTAL COST
\$ 7,200.00	5%	\$7,560.00

SUBCONTRACTOR TOTAL

\$7,560

TOTAL COST (4 & 5)

\$8,572

TOTAL COST

\$8,572



1251 College Avenue

Elmira, NY 14901

7/12/23

Jordan Confer

Edger Enterprises

Re Elmira Corning Airport

Renovated emergency building

We propose to remove 3 modified center mount openers.(3 phase)

No restock operators become owners property.

Furnish and install.

3 ¾ hp center mount openers , (1 phase)

3 openers installed no tax \$ 7,200

Includes prevailing rate labor

Matt Doyle



EDGER ENTERPRISES, INC

Change Order Number 3

Date: 8/1/2023

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Patch Door infills at Garage Area with tile.

A. DIRECT COST OF WORK:

1 LABOR

ASSIGNED PERSONNEL OR WORK CREW

Superintendent- Escort subcontractor onsite

HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
\$ 110.00	16	\$ 1,760.00

LABOR TOTAL \$1,760

2 MATERIAL

MATERIAL REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL \$0

3 EQUIPMENT

EQUIPMENT REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL \$0

TOTAL (SUM 1, 2, 3) \$1,760

4 OVERHEAD AND PROFIT

OH & P 15.00% \$2,024

5 Subcontractor

SUBCONTRACTOR REQUIRED FOR CHANGE

The Rug Shop

SUB COST OF WORK	SUB MARK UP %	TOTAL COST
\$ 1,759.71	5%	\$1,847.70

SUBCONTRACTOR TOTAL \$1,848

TOTAL COST (4 & 5) \$3,872

TOTAL COST \$3,872



THE RUG SHOP INC

19 Alice Street
Binghamton NY 13904
Admin@RugShopInc.Cc
Office 607 722 8280
Fax 607 722 8280

7/20/23

Edger Enterprises
Jordyn Confer

RE: ECRA Garage Area Tile patch

120 sf tile @ \$2.28/sf.....	\$273.60
2 bags thinset @ \$38.27/bag.....	\$76.54
1 bag grout @ \$30.45/bag.....	\$30.45
Freight.....	\$50.00
16 hours labor @ \$68.31/hr.....	\$1,092.96
Subtotal.....	\$1523.55
10%.....	\$152.36
5%.....	\$83.80

Proposed Price\$1,759.71

Please Call me with any questions.

Thank you,

Jeff Osman
Project Manager/Estimator
The Rug Shop, Inc.
607-222-8645

McFarland Johnson
49 Court Street
Binghamton, New York 13901
P: 607.733.9451 F: 607.732.4979
www.mjprc.com

Foor & Associates Architects
111 North Main Street
Elmira, New York 14901
Phone: 607.733.4613
Fax: 607.734.0120

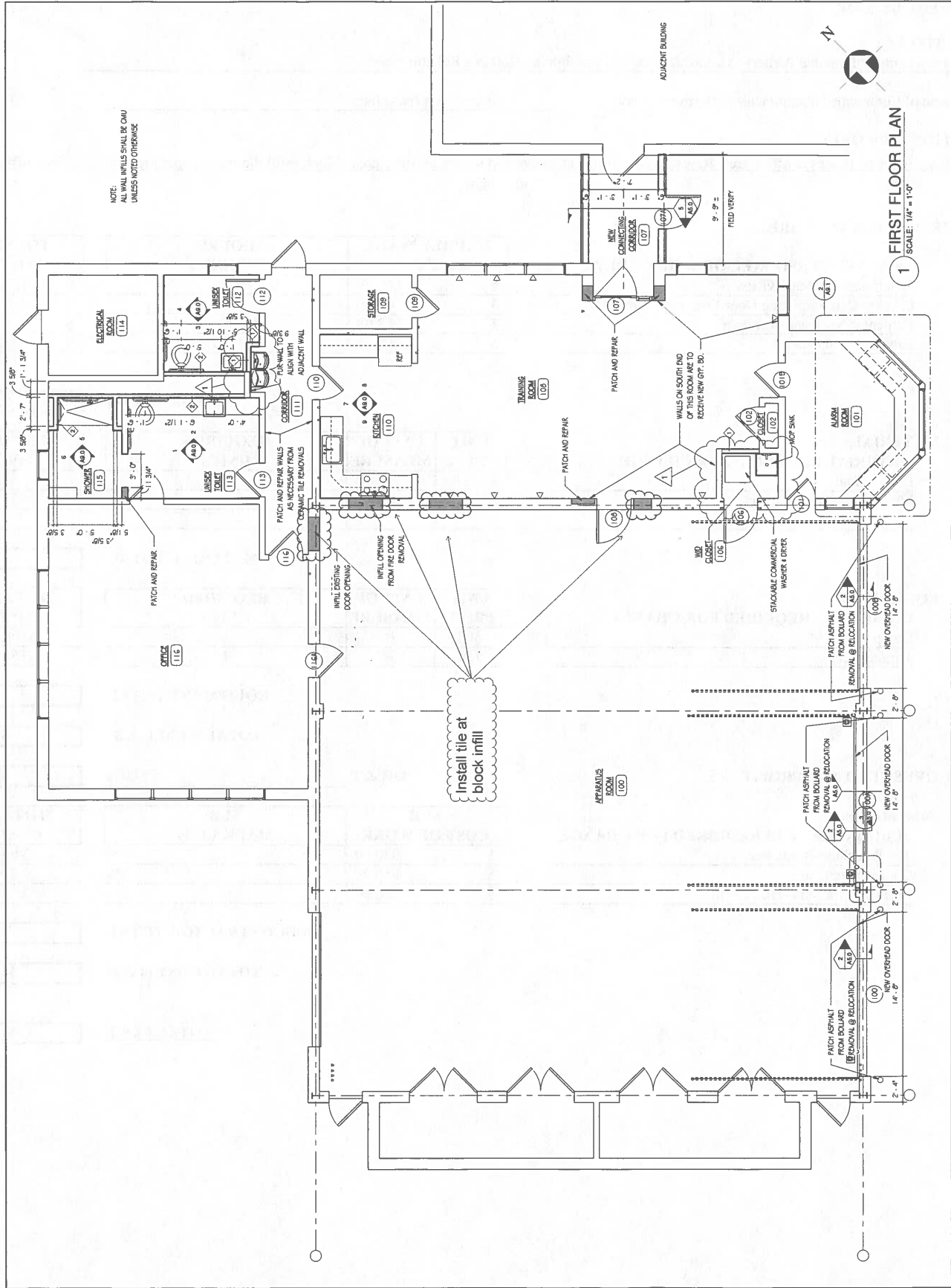
No.	Description	Date
1	As Issued	10/1/08

PROJECT:
Elmira Corning Regional Airport
CHEMUNG COUNTY, NEW YORK
AIRCRAFT RESCUE AND FIRE FIGHTING
BUILDING REHABILITATION

CUSTOMER:
DRAWN: DMV
DESIGNED: Designer
CHECKED: Checker
SCALE: AS NOTED
DATE: MARCH 13, 2008
PROJECT: 18001.18
SHEET: 18 OF 20



DRAWING TITLE
FLOOR PLAN
DRAWING NUMBER
A3.0



NOTE:
ALL WALL INFILLS SHALL BE CMU
UNLESS NOTED OTHERWISE

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

UNAUTHORIZED ALTERATION OF THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW SECTION 7209, SUBDIVISION 2, COPYRIGHT 2008



EDGER ENTERPRISES, INC

Date: 10/26/2023

CO # 4

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Remove 2 existing door frames at office area. Reinstall door frame at garage and rehang existing door. Block infill the second opening that leads from office to bathroom.

A. DIRECT COST OF WORK:

1 LABOR

ASSIGNED PERSONNEL OR WORK CREW

Superintendent-Supervision
Laborer-Demo Existing Door Frames/ Tooth CMU
Carpenter-Set/Hang new door
Laborer-Final clean

HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
\$ 109.99	12	\$ 1,319.88
\$ 68.36	40	\$ 2,734.40
\$ 82.98	16	\$ 1,327.68
\$ 68.36	8	\$ 546.88

LABOR TOTAL **\$5,929**

2 MATERIAL

MATERIAL REQUIRED FOR CHANGE

Door Frame
Misc. Hardware/Fasteners

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
\$525.00	ea	1	\$525.00
\$150.00	ls	1	\$150.00

MATERIAL TOTAL **\$675**

3 EQUIPMENT

EQUIPMENT REQUIRED FOR CHANGE

Dump trailer
Tipping Fees

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
500	ls	1	\$500
150	ls	1	\$150

EQUIPMENT TOTAL **\$650**

TOTAL (SUM 1, 2, 3) **\$7,254**

4 OVERHEAD AND PROFIT

OH & P **15.00%** **\$8,342**

5 Subcontractor

SUBCONTRACTOR REQUIRED FOR CHANGE

The Rug Shop-Patch Tile
Cooks- Patch Paint
Cornwell Masonry- Block Infill

SUB COST OF WORK	SUB MARK UP %	TOTAL COST
\$ 1,000.00	5%	\$1,050.00
\$ 950.00	5%	\$997.50
\$ 1,250.00	5%	\$1,312.50

SUBCONTRACTOR TOTAL **\$3,360**

TOTAL COST (4 & 5) **\$11,702**

TOTAL COST **\$11,702**



EDGER ENTERPRISES, INC

Date: 11/15/2023

CO Number 5

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Rework the framing of the shower stall to accommodate the new shower layout. Please see attached ticket for additional information.

A. DIRECT COST OF WORK:

1 LABOR

ASSIGNED PERSONNEL OR WORK CREW

Superintendent

HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
\$ 109.99	4	\$ 439.96

LABOR TOTAL \$440

2 MATERIAL

MATERIAL REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL \$0

3 EQUIPMENT

EQUIPMENT REQUIRED FOR CHANGE

UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL \$0

TOTAL (SUM 1, 2, 3) \$440

4 OVERHEAD AND PROFIT

OH & P 15.00% \$506

5 Subcontractor

SUBCONTRACTOR REQUIRED FOR CHANGE

RW Dake

SUB COST OF WORK	SUB MARK UP %	TOTAL COST
\$ 1,115.71	5%	\$1,171.50

SUBCONTRACTOR TOTAL \$1,171

TOTAL COST (4 & 5) \$1,677

TOTAL COST \$1,677

RW DAKE

CONSTRUCTION

EXPERIENCE / QUALITY / SAFETY

196 W Sixth Street, Corning, NY 14830 Phone: (585) 381-2500 Fax: (607) 936-3431 bladd@rwdake.com

November 15, 2023

Edger Enterprises
1703 Lake Street
Elmira, NY 14901

RE: T and M for Labor and Material

Dear Jordyn,

Please be advised we will require a payment in the amount of **\$1,115.71** for work associated with work at ECRA. This is for reworking the shower stall area as original shower stall could not be acquired per RW Dake ticket 19726 verified by Jordyn Confer, Edger Enterprise personnel. If there are any questions feel free to call. Following is a break down:

Labor

Foreman	7 hrs	@	\$72.93	\$510.51
Journeyman	6 hrs	@	\$67.75	\$406.50
			Labor Total	<u>\$917.01</u>

Material

1-5/8 x 10' 20 GA Studs	5 ea	@	\$6.30	\$31.50
1-5/8 20 GA Track	2 ea	@	\$6.20	\$12.40
2 x 4 x 10 Lumber	1 ea	@	\$6.41	\$6.41
4 x 8 x 1/2 Moisture Drywall	2 ea	@	\$23.48	\$46.96
			Material Total	<u>\$97.27</u>

Sub total	\$1,014.28
10% Mark Up	<u>\$101.43</u>

Grand Total	<u><u>\$1,115.71</u></u>
-------------	--------------------------

Sincerely,
Brett Ladd



19726

TO Edger Enterprises

10% TAX	101	43
TOTAL	1115	71

Construction Change Directive

PROJECT:

ARFF BUILDING REHAB
ELMIRA CORNING REGIONAL AIRPORT
276 SING SING ROAD,
HORSEHEADS, NEW YORK 14845

DIRECTIVE NUMBER: 1**DATE:** October 30, 2023**CONTRACT FOR:** Plumbing**CONTRACT DATED:** April 8, 2022**MJ PROJECT NUMBER:** 18302.23**FAA AIP NUMBER:** 3-36-0026-086-2022OWNER ☐CONSULTANT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**TO CONTRACTOR:**

Kimble Inc.
1004 Sullivan Street
Elmira, NY 14901

You are hereby directed to make the following change(s) in this Contract:

Plumbing Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The \$4,960.70 increase is due to the one-piece shower surround required for the toilet/shower room.

Original Lump Sum Bid: \$87,200.00

Cost Increase: \$4,960.70

Revised Lump Sum Price: \$92,160.70

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: \$4,960.70

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed \$92,160.70 (See attached pricing backup for items and unit costs.)

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT
McFarland Johnson, Inc

ADDRESS
49 Court St, Suite 240
Binghamton, NY 13901



BY (Signature)

Devin Shapley

(Typed name)

10/30/2023

DATE

OWNER
Chemung Co Aviation Department

ADDRESS
276 Sing Sing Rd, Suite 1
Horseheads, NY 14845

BY (Signature)

(Typed name)

DATE

CONTRACTOR
Kimble Inc.

ADDRESS
1004 Sullivan Street
Elmira, NY 14901

BY (Signature)

(Typed name)

DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION Agreed Price Worksheet - Prime Contractor

Contract: **RFB2405** Item No.: **001** Quantity: **1.00** Units: **EA**

Item Description: **Plumbing Contract - Elmira ARFF - Shower Surround**

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Plumber - Journeyman	10.00	\$ 78.43	\$ 784.30			
Plumber - Foreman	10.00	\$ 87.32	\$ 873.20			

Wages **\$ 1,657.50**

Fringes

If Fringes are paid directly to employee
via cash or check, Enter value here:

\$ 0.00

Worker's Compensation Rate (%):

6.58 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to
validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes: **\$ 1,657.50**

Workers Compensation: **\$ 109.06**

Standard Labor Markup: **\$ 207.19**

Fringe Benefit Markup: **\$ 0.00**

Labor Total: **\$ 1,973.75**

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
MP6538L/RBF34	EA	1.00	\$2,165.00	\$2,165.00					
See Quote									
Shower Drain	EA	1.00	\$51.62	\$51.62					
Silicon	TBS	2.00	\$19.35	\$38.70					

Materials Total: **\$2,255.32**

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Labor, Material & Equipment Total							

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 4,229.07	15.00
Services:		\$ 0.00

Overhead & Profit Total: **\$ 634.36**

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

2.00 %

\$ 4,863.43

Insurance Total: **\$ 97.27**

Item Total: **\$ 4,960.70**

Unit Price: **\$ 4,960.70** per **EA**

Matthew Hart
Contractor's Rep Name

Matthew Hart
Signature

8-1-23
Date

Chris Zarrelli
Engineer-in-Charge's Name

Signature

Date



www.idbooth.com

Remit To: I. D. BOOTH, INC.
620 WILLIAM STREET P.O. Box 579
ELMIRA, NY 14902-0579

QUOTE

DATE	BID NUMBER	PAGE NO
07/31/23	S1536211.001	1

BILL TO:

KIMBLE INC
1004 SULLIVAN ST
ELMIRA NY 14901

JOB:

KIMBLE INC
1004 SULLIVAN ST
ELMIRA NY 14901

CUSTOMER NUMBER	CUSTOMER PO NUMBER / JOB NAME	TERMS	SHIP VIA
1342		2% 10TH PROX, NET 30	
DATE ORDERED	WRITER	CONTACT	DATE SHIPPED
07/31/23	RREILLY		

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	OASIS SHFW-6235-ADA-TL-SSD-RS/LS WHITE SHOWER UNIT WITH SEAT, BRAB BARS, SOAP DISH AND CURTAIN ROD	1665.000	1665.00
1	FRT FREIGHT AND HANDLING CHARGE / FREIGHT INCLUDES CRATE CHARGE	500.000	500.00

QUOTATION GOOD FOR 24 HOURS ONLY

Subtotal	2165.00
Shipping/Handling	0.00
Sales Tax	0.00
Total Amt Due	2165.00
Payment Amt	0.00
Balance Due	0.00

Construction Change Directive

PROJECT:

ARFF BUILDING REHAB
ELMIRA CORNING REGIONAL AIRPORT
276 SING SING ROAD,
HORSEHEADS, NEW YORK 14845

DIRECTIVE NUMBER: 1**DATE:** October 30, 2023**CONTRACT FOR:** Mechanical**CONTRACT DATED:** April 8, 2022**MJ PROJECT NUMBER:** 18302.23**FAA AIP NUMBER:** 3-36-0026-086-2022OWNER ☐CONSULTANT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**TO CONTRACTOR:**

AFT Mechanical, LLC.
120 Ferris Street
Elmira, NY 14904

You are hereby directed to make the following change(s) in this Contract:

Mechanical Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The \$1,643.27 increase is due to unforeseen existing ductwork abandoned within ceiling plenum. This ductwork was removed to accommodate new ductwork installed.
2. The \$1,394.05 increase is due to the removal of the existing Corayvac heating system within the ARFF garage bays. This removal was necessary to accommodate the installation of the new overhead garage door track systems that required more room than anticipated.
3. The \$7,111.48 increase is due to the modifications of the existing Corayvac heating system within the ARFF garage bays. These modifications were necessary to reinstall the system after the new overhead garage doors were installed.

Original Lump Sum Bid: \$157,499.00

Cost Increase: \$10,148.80

Revised Lump Sum Price: \$167,647.80

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: \$10,148.80

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed \$167,647.80 (See attached pricing backup for items and unit costs.)

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT
McFarland Johnson, Inc

OWNER
Chemung Co Aviation Department

CONTRACTOR
AFT Mechanical, LLC

ADDRESS
49 Court St, Suite 240
Binghamton, NY 13901

ADDRESS
276 Sing Sing Rd, Suite 1
Horseheads, NY 14845

ADDRESS
120 Ferris Street
Elmira, NY 14904



BY (Signature)

BY (Signature)

BY (Signature)

Devin Shapley

(Typed name)

(Typed name)

(Typed name)

10/30/2023

DATE

DATE

DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

.....

AFT Mechanical, LLC.
120 Ferris Street
Elmira NY 14904
(607)734-1118 Phone
(607)734-5090 Fax
aftmech.com

AFT Mechanical, LLC.

ERCA AARF Building AFT PCO #1
Demo Of Additional Duct

Mark up is set at 15%

1 Foreman – 8 hours

1 Journeyman – 8 hours

1 Apprentice – 8 hours.

24 hours total labor for demo of duct.

No material used.

Total Price with 15% mark up - \$1,643.27

Rebecca Frantz
frantzr@aftmech.com
607-734-1118

.....

.....

AFT Mechanical, LLC.
120 Ferris Street
Elmira NY 14904
(607)734-1118 Phone
(607)734-5090 Fax
aftmech.com

AFT Mechanical, LLC.

ERCA AARF Building AFT PCO #2
Additional Corevac Removal

Mark up is set at 15%

1 Foreman – 8 hours

1 Journeyman – 8 hours

16 hours total labor for demo of duct.

No material used.

Total Price with 15% mark up - \$1,394.05

Rebecca Frantz
frantzr@aftmech.com
607-734-1118

.....

AFT Mechanical, LLC.
Aftmech.com
PO Box 145
120 Ferris Street
Elmira NY 14902
(607)734-1118 Phone
(607)734-5090 Fax

.....

AFT Mechanical, LLC.

ECRA ARFF Building AFT PCO #3
Relocate Corayvac System

Mark up is set at 15%.

This includes parts needed to move 2 lines and labor for startup and balancing.

Core drill new hole for exhaust in garage.

Make all necessary modifications for the Corayvac system to function.

Deliver new materials to site. Remove any unused materials or hand them over to county.

Additional materials to move 2 lines- \$2,893.40 (Corayvac parts)

AFT supplied scissor lift- \$500.00

Additional labor for Corayvac- 3 days for 2 mechanics

1 Journeyman- \$1,894.32

1 Foreman- \$1,823.76

Total Cost- \$7,111.48

Austin Trengo

trengo@aftmech.com

c:607-742-9926

p:607-734-1118

.....

Construction Change Directive

PROJECT:

ARFF BUILDING REHAB
ELMIRA CORNING REGIONAL AIRPORT
276 SING SING ROAD,
HORSEHEADS, NEW YORK 14845

DIRECTIVE NUMBER: 1**DATE:** October 30, 2023**CONTRACT FOR:** Electrical**CONTRACT DATED:** April 8, 2022**MJ PROJECT NUMBER:** 18302.23**FAA AIP NUMBER:** 3-36-0026-086-2022OWNER ☐CONSULTANT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**TO CONTRACTOR:**

Schuler Haas Electric
701 Azon Road
Johnson City, NY 13790

You are hereby directed to make the following change(s) in this Contract:

Electrical Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The \$4,534.60 increase is due to the demolition of existing hidden electrical panel to accommodate demolition of wall and rerouting of existing conduit.
2. The \$519.97 increase is due to modifications of the existing heating elements within the apparatus bay.
3. The \$1,135.44 increase is due to temporary conduit and wiring to feed the data closet for shutdown.

Original Lump Sum Bid: \$167,400.00

Cost Increase: \$6,190.01

Revised Lump Sum Price: \$173,590.01**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: \$6,190.01☐ Revised Unit Price of:☐ As follows:

Total Cost not to exceed \$173,590.01 (See attached pricing backup for items and unit costs.)

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT
McFarland Johnson, Inc

OWNER
Chemung Co Aviation Department

CONTRACTOR
Schuler Haas Electric

ADDRESS
49 Court St, Suite 240
Binghamton, NY 13901

ADDRESS
276 Sing Sing Rd, Suite 1
Horseheads, NY 14845

ADDRESS
701 Azon Road
Johnson City, NY 13790


BY (Signature)

BY (Signature)

BY (Signature)

Devin Shapley
(Typed name)

(Typed name)

(Typed name)

10/30/2023
DATE

DATE

DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION Agreed Price Worksheet - Prime Contractor

Contract: **RFB-240** Item No: _____ Quantity: _____ Units: _____

Item Description: **Removal of LP3 panel and rework of existing conduit.**

(A) LABOR	Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
	Electrical	37.00	\$ 73.00	\$ 2,701.00			

Wages **\$ 2,701.00** Fringes

If Fringes are paid directly to employee
via cash or check, Enter value here:

\$ 29.36

Worker's Compensation Rate (%):

4.33 %

Total of Wages and Fringes: **\$ 2,701.00**

Workers Compensation: **\$ 118.22**

Standard Labor Markup: **\$ 337.63**

Fringe Benefit Markup: **\$ 1.88**

Labor Total: **\$ 3,158.73**

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to
validate the Workers Comp Insurance rate based on an EMR of 1.0.)

(B) MATERIALS	Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
	Conduit & Wire	EA	1.00	\$784.40	\$784.40					

Materials Total: **\$784.40**

(C) EQUIPMENT	Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES	Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 3,943.13	15.00
Services:		\$ 0.00

Overhead & Profit Total: **\$ 591.47**

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: **\$ 0.00**

Item Total: **\$ 4,534.60**

Unit Price: **\$ 0.00** per

Jeffrey C. Osborne
Contractor's Rep Name



04/10/2023
Date

Engineer-in-Charge's Name

Signature

Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: **RFB-240** Item No.: _____ Quantity: _____ Units: _____

Item Description : **Removal of blower wiring safety off for garage door install.**

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Electrical	4.00	\$ 96.08	\$ 384.32			

Wages **\$ 384.32**

Fringes

If Fringes are paid directly to employee via cash or check, Enter value here:

\$ 29.36

Worker's Compensation Rate (%):

4.33 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes: **\$ 384.32**

Workers Compensation: **\$ 17.91**

Standard Labor Markup: **\$ 48.04**

Fringe Benefit Markup: **\$ 1.88**

Labor Total: \$ 452.15

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
None									

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total :	\$ 452.15	15.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 67.82

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: \$ 0.00

Item Total: **\$ 519.97**

Unit Price: **\$ 0.00** per

Jeff Osborne
Contractor's Rep Name

[Signature]
Signature

10/19/23
Date

Engineer-in-Charge's Name

Signature

Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: **RFB-240** Item No.: _____ Quantity: _____ Units: _____

Item Description: **Install temporary power for data room for electrical shutdown.**

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Electrical	8.00	\$ 96.08	\$ 768.64			

Wages **\$ 768.64**

Fringes

If Fringes are paid directly to employee via cash or check, Enter value here:

\$ 29.36

Worker's Compensation Rate (%):

4.33 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes: **\$ 768.64**

Workers Compensation: **\$ 34.55**

Standard Labor Markup: **\$ 96.08**

Fringe Benefit Markup: **\$ 1.88**

Labor Total: \$ 901.15

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Conduit/Wire	1	1.00	\$86.19	\$86.19					

Materials Total: \$86.19

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 987.34	15.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 148.10

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

Enter rate here if based on sales

Sales Based Cost Basis

\$ 0.00

\$ 0.00

Insurance Total: \$ 0.00

Item Total: \$ 1,135.44

Unit Price: \$ 0.00 per

Jeff Osborne
Contractor's Rep Name

[Signature]
Signature

10/9/23
Date

Engineer-in-Charge's Name

Signature

Date



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 #: 24-065
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).

ATTACHMENTS:

File Name	Description	Type	Upload Date
150 Lake 12-19-2023.pdf	150 Lake Street 12-19-23	Cover Memo	1/29/2024



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

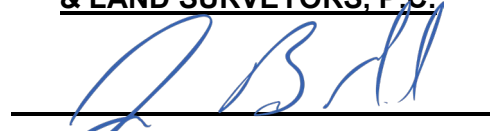
CHEMUNG COUNTY
BUILDING & GROUNDS

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 accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County District Attorney (Discovery Reform)

Resolution #: 24-066
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Authorization to accept 2022-2023 Discovery Reform Grant from NYS DCJS in the amount of \$457,792
Budget attached

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022-23_discoverybudget.pdf	Discovery budget	Cover Memo	2/22/2024
Attachment Discovery Reform Funding Plan 2.9.21 FINAL 2022 - 2023.pdf	Discovery compensation Project DG23-1007-D00	Cover Memo	2/22/2024

ATTACHMENT: 2022-23 *Discovery Reform Funding Plan*

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County: Chemung

Sub-Grantee	Sub-Grantee Name (if applicable) :	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
District Attny		\$ 174,034	Administrative Support	two secretaries & staff secretary to strictly handle discovery
District Attny		\$ 254,303	Administrative Support	two attorneys strictly handle discovery
District Attny		\$ 5,000	Computers (Hard/Software)	Two Desk Top computers
District Attny		\$ 5,140	Computers (Hard/Software)	Two LG Multi Touch Interactive Monitors
District Attny		\$ 19,316	Computers (Hard/Software)	LCD Monitors
	TOTAL:	\$ 457,793		

NOTE: The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

ATTACHMENT: 2020-21 Discovery Reform Funding Plan

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County:

Sub-Grantee	Sub-Grantee Name (if applicable):	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
	TOTAL:			

NOTE: The total amount requested by the county cannot exceed the total county allocation provided on the award notice.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Understanding with Chemung County Probation on behalf of the Chemung County Department of Social Services (Project for Bail)

Resolution #: 24-067
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renew for two-year term.

Prior Resolution No. 23-058

ATTACHMENTS:

File Name	Description	Type	Upload Date
Prob PFB Memo 2024-2025.doc	Memo	Cover Memo	1/31/2024



BRIAN HART, LCSW-R
COMMISSIONER

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

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive /
County Legislature

CC: Brian Hart, Commissioner of Human Services / Jacqueline Canute, Director of Economic
Security / Judith Smith, Project for Bail Executive Director

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

DATE: January 12, 2024

RE: **2024-2025 PROJECT FOR BAIL MEMORANDUM OF UNDERSTANDING**

Please consider this correspondence as the Chemung County Department of Social Services request to renew the Memorandum of Understanding with the Chemung County Probation Department for administration of the Project for Bail (PFB) program.

Project for Bail supervises individuals who have been deemed by the Court to pose a risk of flight. By doing so, individuals have the opportunity to be with their families and continue employment. If ordered by the Court, Project for Bail supervises participation in treatment, work and school, and if applicable provides an electronic monitoring option.

The Project for Bail budget is requested not to exceed \$75,000 per year in Federal funds, for the two-year term of January 1, 2024 to December 31, 2025. Please contact Commissioner Brian Hart at 1-607-737-5501 if you have any questions. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County Probation Department (Pre-Trial Services)

Resolution #: 24-068
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Chemung County has been awarded \$226,718 to offset costs associated with providing Pre-Trial Services.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Chemung County Pretrial Services Award Notice 2023.2024.pdf	Grant award notice	Cover Memo	1/28/2024
mempretrialaward 2023-2024.pdf	Memo on Pre-Trial Award	Cover Memo	1/28/2024



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner, Program
Development and Funding

Grant Award Notice

December 20, 2023

Hon. Christopher Moss
County Executive

The New York State Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding to offset the costs associated with the provision of certified pretrial services, including but not limited to screening, assessment, supervision, and reporting as provided in the enacted (SFY 2023-24) New York State budget. The funding provided to the county herein must be used to support certified pretrial services. Pursuant to Criminal Procedure Law § 510.45, the Office of Court Administration certifies one or more pretrial services agencies in each county and maintains a listing of such agencies on their public website at: <https://ww2.nycourts.gov/court-research/ListOfAgencies.shtml>.

Project Name:	Chemung County Pretrial Services	Award Amount:	\$ 226,718.00
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Additional Information:

Your 2023-24 award is consistent with the appropriation amount enacted for this purpose in the State budget and was determined based on an analysis of the five-year average of lower court arraignments in your county. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment.

DCJS requests that your county's certified pretrial services agency or agencies submit a Pretrial Services spending overview within 60 days of receiving the award. Attached to this letter is a form that DCJS requests agencies use in submitting the spending overview.

Should you have any programmatic questions, please contact Nicole Aldi, Program Manager, DCJS Office of Probation and Correctional Alternatives at (518) 485-8457 or nicole.aldi@dcjs.ny.gov. If you have any fiscal questions, please contact the DCJS Finance Office at (518) 457-6105 or dcjsGrantsUnitVoucherInquiry@dcjs.ny.gov.

Attachment: Pretrial Services Funding Overview

CC: Robert M. Maccarone, Deputy Commissioner and Director of Probation
Frank Tiberia, Probation Director



CHEMUNG COUNTY PROBATION DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE

TO: Christopher J. Moss, County Executive
Chemung County Legislature

FROM: Frank J. Tiberia, Probation Director

DATE: January 2, 2024

RE: Pre-Trial Award

The purpose of this correspondence is to request the Legislature for authorization to accept funds from the New York State Department of Criminal Justice Services (DCJS), to fund Chemung County Pre-Trial Services.

On December 20, 2023, Chemung County was notified that it had been awarded \$226,718 to offset the costs associated with providing Pre-Trial Services. Counties simply received the award based on the five-year average number of arraignments in local criminal court; there was no application process. Pre-Trial services are provided by Project for Bail for all courts, except for the Youth Part of Superior Court; services for this Court are performed by the Probation Department.

Due to this unanticipated funding the Probation Department will be seeking a budget adjustment once it is determined how this money will be allocated.

Should you need further information, please feel free to contact me.

Respectfully submitted,

A handwritten signature in blue ink, which appears to read "Frank J. Tiberia", is written over the typed name.

Frank J. Tiberia
Probation Director



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Satellite Tracking of People on behalf of the Chemung County Departments of Probation and Social Services

Resolution #: 24-069
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The purpose of this correspondence is to request the Legislature to utilize State Award #PGB 22916 for Electronic Monitoring Services on behalf of the Chemung County Departments of Probation and Social Services. The Legislature had previously approved our contract with Satellite Tracking of People, Resolution 23-052, to cover the 2023 calendar year.

Electronic Monitoring (EM) devices are utilized for youth and adults who are involved in the Juvenile Justice and Criminal Justice Systems. The utilization of EM devices for the Juvenile Justice population divert youth from court involvement or detention, while the use for the Criminal Justice population divert adults from jail on a pre-sentence or post-sentence basis. The use of the equipment in the State Contract costs a total of \$3.10/day per offender.

The requested amount of \$30,000 is in the proposed 2024 budget.

ATTACHMENTS:

File Name	Description	Type	Upload Date
mem STOPEM 2024.pdf	MEM STOPEM 2024	Cover Memo	1/29/2024



CHEMUNG COUNTY PROBATION DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE

TO: Christopher J. Moss, Chemung County Executive

FROM: Frank J. Tiberia, Probation Director

DATE: December 14, 2023

RE: Satellite Tracking of People (STOP)
Electronic Monitoring Services

The purpose of this correspondence is to request the Legislature to utilize State Award #PGB 22916 for Electronic Monitoring Services on behalf of the Chemung County Departments of Probation and Social Services. The Legislature had previously approved our contract with Satellite Tracking of People, Resolution 23-052, to cover the 2023 calendar year.

Electronic Monitoring (EM) devices are utilized for youth and adults who are involved in the Juvenile Justice and Criminal Justice Systems. The utilization of EM devices for the Juvenile Justice population divert youth from court involvement or detention, while the use for the Criminal Justice population divert adults from jail on a pre-sentence or post-sentence basis. The use of the equipment in the State Contract costs a total of \$3.10/day per offender.

The requested amount of \$30,000 is in the proposed 2024 budget.

Respectfully submitted,

Frank J. Tiberia
Probation Director



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution extending agreement with the New York State Office of Indigent Legal Services on behalf of the Chemung County Public Defender and Chemung County Public Advocate (Distribution #10)

Resolution #: 24-070
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Request to apply for and accept funds for a one year contract extension (January 1, 2023 to December 31, 2023) to the Distribution 10 grant on behalf of the Offices of the Chemung County Public Defender and Public Advocate.

Prior Resolution 22-019 approved the original contract which ran from January 1, 2020 to December 31, 2022. The extension continues to fund the programs under this grant and spend down the remaining money left in the grant.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Extension FORM to 12-31-2023-Chemung-10 -C1000007.pdf	Extension	Cover Memo	1/31/2024

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: C100007 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Chemung, County of	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Distribution #10
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000004326 Federal Tax ID Number: 16-6002557 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: Chemung County Public Advocate Office 219 Madison Avenue Elmira, NY 14901 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 70100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: C100007
 No-cost Time Extension

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2020 To: December 31, 2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: January 1, 2020 To: December 31, 2023</p> <p>AMENDED PERIOD:</p> <p>From: January 1, 2023 To: December 31, 2023</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$265,296.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>																														
<p>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)</p>																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 25%;">CURRENT PERIOD</th> <th style="width: 25%;">CURRENT AMOUNT</th> <th style="width: 25%;">AMENDED PERIOD</th> <th style="width: 20%;">AMENDED AMOUNT</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>		#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT	1					2					3					4					5				
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<p>ATTACHMENTS PART OF THIS AGREEMENT:</p> <p> <input type="checkbox"/> Attachment A: <input type="checkbox"/> A-1 Program-Specific Terms and Conditions <input type="checkbox"/> A-2 Federally Funded Grants and Requirement Mandated by Federal Laws </p> <p> <input type="checkbox"/> Attachment B: <input type="checkbox"/> B-1 Expenditure Based Budget <input type="checkbox"/> B-2 Performance Based Budget <input type="checkbox"/> B-3 Capital Budget <input type="checkbox"/> B-4-Net Deficit Budget <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) <input type="checkbox"/> B-3(A) Capital Budget (Amendment) <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment) </p> <p><input type="checkbox"/> Attachment C: Work Plan</p> <p><input type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> Other: Attachment E: Limitation on Contract Extensions</p>																															

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

ATTACHMENT E
LIMITATION ON CONTRACT EXTENSIONS

DISTRIBUTION #10

COUNTY OF CHEMUNG

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (Level 1 Service Plan).

Resolution #: 24-071
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Authorization to renew the Level 1 Service Plan Agreement with Black Creek Integrated Systems Corp. to provide maintenance for the electronic security system at the Chemung County Jail for the period of 1/1/2024 - 12/31/2024. Prior Resolution No.23-051.

ATTACHMENTS:

File Name	Description	Type	Upload Date
23352.02.inc.pdf	Blackcreek Agreement	Cover Memo	2/21/2024

STATE OF NEW YORK)
COUNTY OF CHEMUNG)

ss:

AGREEMENT

THIS AGREEMENT made this 18th day of December, 2023, by and between **BLACK CREEK INTEGRATED SYSTEMS CORP.**, an Alabama Corporation with offices at 2900 Crestwood Blvd., Irondale, AL 35210 ("Black Creek") and **CHEMUNG COUNTY**, a municipal corporation of the State of New York with offices at 211 William St., Elmira, New York 14901 ("Chemung County").

WHEREAS, Black Creek has submitted to Chemung County a quotation for a 12-month, Level 1, Service Plan dated May 16, 2023 and attached hereto as Exhibit "A" ("The Plan").

WHEREAS, Black Creek and Chemung County desire to enter into an agreement in which Black Creek agrees to provide to Chemung County the maintenance services described in The Plan and Chemung County agrees to pay Black Creek for such maintenance services the amount of \$21,605.70, payable on January 1, 2024.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below, acting through their authorized representatives.


SHERIFF

**CHEMUNG COUNTY
COUNTY ATTORNEY**

**BLACK CREEK INTEGRATED
SYSTEMS CORPORATION**

Authorized Signature

Authorized Signature



Authorized Signature

Typed or Printed Name

Typed or Printed Name

Connie Hill

Typed or Printed Name

Sheriff

Title and Date

County Executive

Title and Date

Vice President, 12.18.23

Title and Date

Exhibit "A"



Black Creek Integrated Systems Corporation
 P. O. Box 101747
 Irondale, AL 35210
 Ph: (205)949-9900 Fax: (205)949-9910

QUOTATION

Date	Number	Revision
5/16/2023	102.23136.1	

Terms	Ship Via	Freight	F.O.B.	Delivery
See Below	n/a	n/a	n/a	n/a

To:

Daniel P. Howe
 Chemung County Jail
 211 William Street
 Elmira, NY 14901
dhowe@chemungcountyny.gov

Description

Amount

Level One Service Plan

See attached plan for description

Net due if Paid Monthly in Advance

\$21,683.00

Discounts Available:

2.5% Discount if paid Quarterly in Advance

\$21,113.00

5.0% Discount if paid Semi-Annually in Advance

\$20,571.00

7.5% Discount if paid Annually in Advance

\$20,056.90

Bosch - VMS Support

Net due if Paid Monthly in Advance

\$1,674.00

Discounts Available:

2.5% Discount if paid Quarterly in Advance

\$1,630.00

5.0% Discount if paid Semi-Annually in Advance

\$1,589.00

7.5% Discount if paid Annually in Advance

\$1,548.80

Total Annual Support

For period 01/01/24 through 12/31/24

Net due if Paid Monthly in Advance

\$23,358.00

Discounts Available:

2.5% Discount if paid Quarterly in Advance

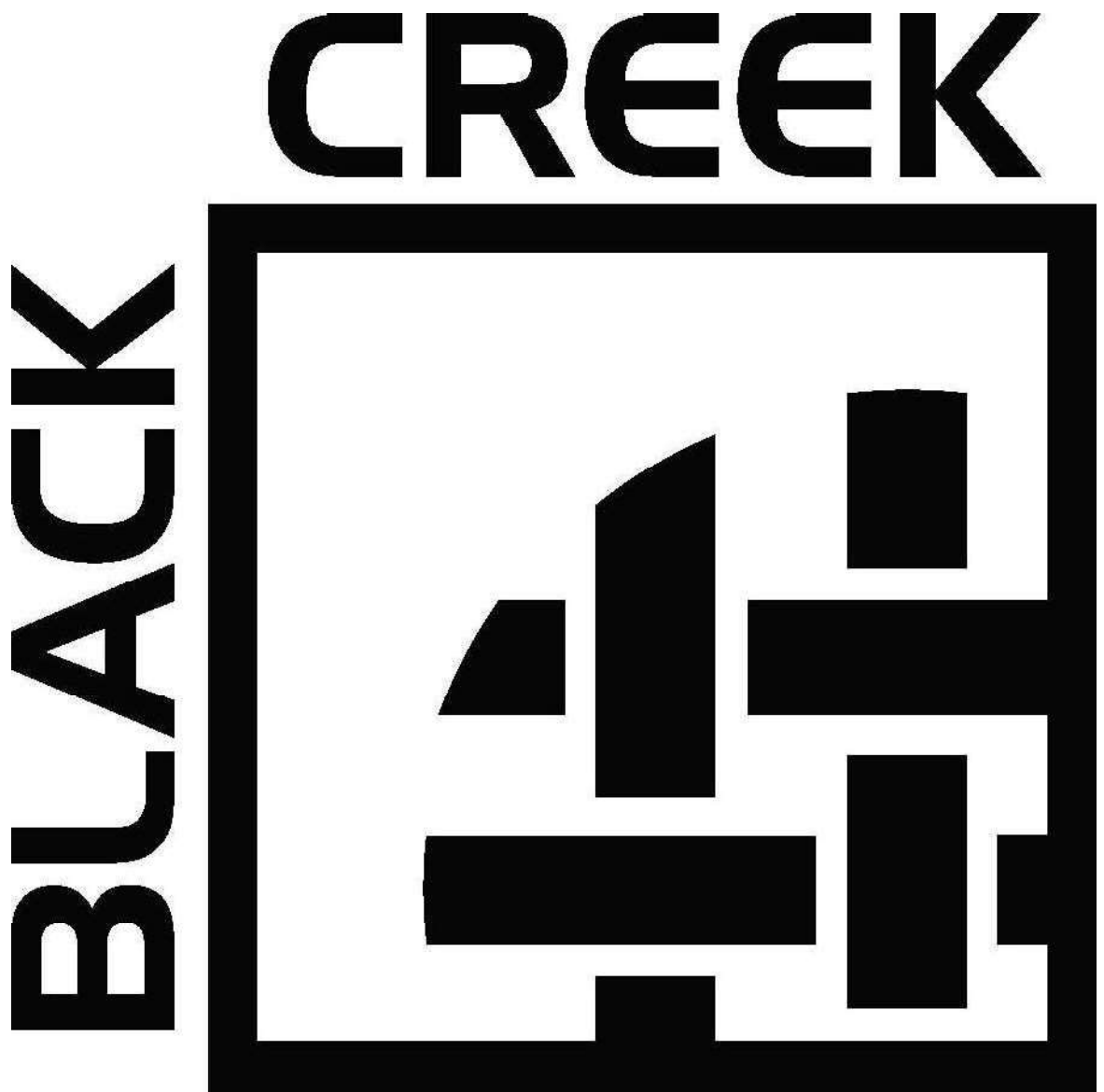
\$22,743.00

5.0% Discount if paid Semi-Annually in Advance

\$22,160.00

7.5% Discount if paid Annually in Advance

\$21,605.70



SERVICE PLAN DESCRIPTIONS



**BLACK CREEK INTEGRATED SYSTEMS CORP.
LEVEL ONE SERVICE PLAN
EFFECTIVE 7/1/22**

Page 1 of 1

A. Purpose of the Plan

The Black Creek Level One Service Plan (L1SP) is a non-emergency service offering for Black Creek's customers with limited in-house technical support who desire a minimum level of telephone support in system troubleshooting and repair from the system supplier. The Plan incorporates customer participation in order to limit costs. The Level One Service Plan is a **labor only** plan.

B. Plan Features

- 1. Non-Emergency Telephone Support** - Black Creek will provide unlimited telephone support including on-line system diagnostics and maintenance between normal business hours¹ for a period of 12 months.
- 2. Parts Depot Service** - Black Creek will provide single source parts ordering for all system components originally furnished by BCIS with no minimum order restrictions.
- 3. Discount On Parts** - Level One Service Plan participants will receive a 15% discount from BCIS standard pricing levels on all parts purchases.
- 4. Discount On Labor** - Level One Service Plan participants will receive a 15% discount from Black Creek's On Call Account labor rates for on-site services and telephone support in excess of the hours provided under the basic plan.
- 5. Document Maintenance Surcharge Waiver** - The per call surcharge assessed to on call customers related to the maintenance of as-built system documentation, computer and PLC programs and O&M manuals on-line and in current condition is waived for plan participants.

C. Customer Responsibilities

- 1. Broadband Internet Connection** – The customer shall install and maintain a broadband internet connection to be used for remote on-line touchscreen control system diagnostics. The Internet connection will be installed adjacent to the Remote Access/Utility computer and must be assigned a real-world static IP address. The internet connection can be made via cable modem, DSL, or through the County Network, providing the previous listed requirements are met.
- 2. Customer-Designated Service Contact** - The customer shall designate a single individual as the primary service contact. This individual shall be responsible for the resolution of security system problems and be familiar with current and previous service needs and status. This person shall serve as liaison to Black Creek for service-related matters. All other customer personnel shall route service needs to this designated individual.

D. Extended Services

The services listed in this section **are not** provided as part of the Level One Service Plan but may be purchased by Plan participants.

- 1. Parts Replacement or Repair** - Repair or replacement of failed parts is specifically excluded. Parts may be purchased from Black Creek in accordance with the terms previously described in this service plan.
- 2. Emergency Telephone Support** - Telephone support outside of normal business hours¹ and during weekends and holidays¹ shall be billed at the rates indicated in the attached Extended Services Rate Sheet.
- 3. On-Site Repair Service** - On-site visits shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

E. Billing

Billing for the base service plan contract shall be on a lump sum basis. Billing shall be rendered upon receipt of the customer's purchase order for those services and shall be payable upon receipt of invoice. Billing for parts and extended services shall be rendered upon shipment of parts or completion of services and shall be payable upon receipt of invoice.

F. Warranty

Any parts and labor provided relative to extended services are warranted for a period of 90 days. Damage to systems or components due to abuse, negligence or acts of God are excluded from the warranty provisions.

¹See Extended Services Rate Sheet for descriptions of Normal, Out of Coverage, and Holiday hours.



**BLACK CREEK INTEGRATED SYSTEMS CORP.
EXTENDED SERVICES RATE SHEET
EFFECTIVE 7/1/22**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
Telephone Support Hourly Rates (During Normal Business Hours ¹)				
Technical Support Specialist	\$217.00	\$185.00	\$185.00	\$185.00
Software Developer	\$253.00	\$215.00	\$215.00	\$215.00
Engineer	\$253.00	\$215.00	\$215.00	\$215.00
Electronics Technician	\$194.00	\$165.00	\$165.00	\$165.00
Documents Maintenance Surcharge	\$300.00/Call	Waived	Waived	Waived
Parts Sales				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$50.00/ Shipment	\$30.00/ Shipment	\$30.00/Shipment	\$30.00/Shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
On-Site Service Support Hourly Labor Rates (During Normal Business Hours ¹)				
(Rates are portal to portal)				
Software Developer	\$333.00	\$284.00	\$284.00	\$284.00
Engineer	\$333.00	\$284.00	\$284.00	\$284.00
Electronics Technician	\$239.00	\$203.00	\$203.00	\$203.00
On-Site Service Support Travel Rates				
Technician Travel (Round Trip)	\$97.00/Hr.	\$83.00/Hr.	\$83.00/Hr.	\$83.00/Hr.
Service Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Per Diem	\$60.00/Day	\$50.00/Day	\$50.00/Day	\$50.00/Day
Upcharge Options				
Out Of Coverage Hours ²	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays ³	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

¹ Normal Business Hours are defined as 7:30 A.M. - 5:30 P.M. Central Time, Monday – Friday.

² Out Of Coverage hours are defined as any hours outside of normal business hours and/or any hours in excess of eight (8) hours onsite per day.

³ Sundays and Holidays are defined as any Sunday and national holidays, or any holidays observed by the facility being serviced.

Black Creek Integrated Systems Corporation
P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (SallyPort)

Resolution #: 24-072
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Authorization to renew agreement with Black Creek Integrated Systems Corp. to provide support for the SallyPort Inmate Management System at the Chemung County Jail for the dates of 1/1/2024-12/31/2024. Prior Resolution No. 23-050.

ATTACHMENTS:

File Name	Description	Type	Upload Date
202312145585.pdf	Blackcreek Agreement	Cover Memo	2/21/2024

STATE OF NEW YORK)
COUNTY OF CHEMUNG)

ss:

AGREEMENT

THIS AGREEMENT made this 14th day of December, 2023 by and between **CHEMUNG COUNTY**, a municipal corporation of the State of New York with its principal offices at 203 Lake Street, Elmira, NY 14901 (“Owner”) and **BLACK CREEK INTEGRATED SYSTEMS CORP.**, an Alabama Corporation with physical offices at 2900 Crestwood Boulevard, Irondale, AL 35210 (Mailing Address- P.O. Box 101747, Irondale, AL 35210) (“Black Creek”).

WHEREAS, Black Creek has submitted to Owner a quotation for support services for Owner’s SallyPort Inmate Management System dated 06/15/2023, attached hereto as Exhibit “A” (“The Quotation”) and

WHEREAS, Black Creek has agreed to provide support services to Owner the goods and services described in The Quotation and the Owner agrees to pay to Black Creek for such goods and services the amount of \$46,630.00 upon receipt of invoice.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below, acting through their authorized representatives.

CHEMUNG COUNTY

Authorized Signature

Typed or Printed Name

Title and Date

Authorized Signature

Typed or Printed

Title and Date

BLACK CREEK INTEGRATED
SYSTEMS CORPORATION



Authorized Signature

Connie Hill

Typed or Printed Name

VP, 12/14/2023

Title and Date



Black Creek Integrated Systems Corporation
P. O. Box 101747
Irondale, AL 35210
Ph.: (205) 949-9900
Fax.: (205) 949-9910

EXHIBIT "A"

QUOTATION

Date	Number	Revision
6/15/2023	SP05001.24	

Terms	Ship Via	Freight	F.O.B.	Delivery
Due On Invoice Receipt	n/a		n/a	n/a

To:

Chemung County Sheriff's Office
203 William Street
P.O. Box 588
Elmira, NY 14902

Description	Amount
SallyPort NY Unlimited Support Plan For Period 1/1/2024 Through 12/31/2024 See attached for plan description Quotation is based on number of software licenses at the time of quotation. Invoice will be based on number of software licenses at the time of renewal.	
<u>Software Support Pricing Detail</u>	<u>2024 Pricing</u>
SallyPort Software	\$ 11,640.00
(17) SallyPort User License	\$ 19,805.00
VINE Interface	\$ 990.00
Commissary Funds I/F	\$ 2,320.00
SallyPort-Touchscreen Integration	\$ 3,905.00
Telephone PIN I/F	\$ 1,110.00
ePrescribe	\$ 5,025.00
Watchtour Manager Plug-In for SallyPort	\$ 1,835.00
Total Quotation Amount	\$46,630.00



BLACK CREEK INTEGRATED SYSTEMS CORP.
SALLY•PORT® SUPPORT PLAN
EFFECTIVE 7/1/22
Page 1 of 1

SALLY•PORT® UNLIMITED SUPPORT PLAN

Black Creek's **Sally•Port®** Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time with Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of **Sally•Port®** during normal business hours¹.
- One hour response time to inquiries - Black Creek will make every attempt to contact you within one business day hour of receipt of an inquiry.
- Software updates - Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support - A Black Creek Technical Support Representative will "log on" to your system from Black Creek's facility in Moody, Alabama to assist in problem resolution.
- Discount on additional software training, support and services - Plan customers will be extended Level 1 Account pricing as reflected in the current version of Black Creek's Extended Services Rate Sheet during the life of the Plan.
- Membership in **Sally•Port®** Users' Group.

Plan terms are effective for the period January 1st to December 31st.

Black Creek's **Sally•Port®** Unlimited Support Plan, in addition to providing user support, also protects the Owner's investment in the software by guarding against obsolescence, thereby maintaining its value.

¹See Extended Services Rate Sheet for descriptions of Normal, Out of Coverage, and Holiday hours.



**BLACK CREEK INTEGRATED SYSTEMS CORP.
EXTENDED SERVICES RATE SHEET
EFFECTIVE 7/1/22**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
Telephone Support Hourly Rates (During Normal Business Hours ¹)				
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Engineer	\$253.00	\$215.00	\$215.00	\$215.00
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Parts Sales				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$50.00/ Shipment	\$30.00/ Shipment	\$30.00/shipment	\$30.00/shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
On-Site Service Support Hourly Labor Rates (During Normal Business Hours ¹)				
(Rates are portal to portal)				
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On-Site Service Support Travel Rates				
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Service Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Per Diem	\$60.00/Day	\$50.00/Day	\$50.00/Day	\$50.00/Day
Upcharge Options				
Out Of Coverage Hours ²	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays ³	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

¹ Normal Business Hours are defined as 7:30 A.M. - 5:30 P.M. Central Time, Monday – Friday.

² Out Of Coverage hours are defined as any hours outside of normal business hours and/or any hours in excess of eight (8) hours onsite per day.

³ Sundays and Holidays are defined as any Sunday and national holidays, or any holidays observed by the facility being serviced.

Black Creek Integrated Systems Corporation
P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900

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Subject To Change Without Notice.

ESRS (Rev 7-1-22).docx



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing acceptance of grant funding from the New York State Department of Homeland Security on behalf of the Chemung County Department of Fire and Emergency Management

Resolution #: 24-073
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

This will include bill boards, mailings, posters, magnets with information for use by the public. Posters will be provided to schools, churches, businesses, etc...to provide Threat Assessment Management (TAM) Team Public Outreach Campaign.e information on how to report incidents or possible incidents. Magnets that can be put on anything will be provided to the general public, schools, churches, businesses to distribute. Billboards will be traditional and automated for a total of 9 months throughout the county. We will work with the County PIO to place information on County Media platforms and request municipalities to post. With the PIO we will develop presentations/recordings for local media outlets and do interviews when requested. Funding will be provided by a NYS DHSES Grant
Requesting Acceptance of a \$40.000 grant to implement the media program for the Threat Assessment Team Public Outreach Campaign.. We have met the requirements of the grant and documented our actions. Park Outdoors was the low bidder for Billboards. We will use the DSS contract for posters, and magnets.

See attached information for Park Outdoors

ATTACHMENTS:

File Name	Description	Type	Upload Date
Quarterly Report DTP 22.pdf	Quarterly Report	Cover Memo	2/21/2024
CHEMUNG_COUNTY_DISCOUNTED_(1).pdf	Chemung County Discounted	Cover Memo	2/21/2024
ELMIRA_DIGITAL11.pdf	Elmira Digital	Cover Memo	2/21/2024
coming rd digitals NEW.pdf	Corning Digital	Cover Memo	2/21/2024
Park Outdoor CR 64 F East.pdf	ParkOutdoor CR 64 F East	Cover Memo	2/21/2024
Park Outdoor CR 64 F W.pdf	Park Outdoor CR 64 W	Cover Memo	2/21/2024

**FIRE & EMERGENCY MANAGEMENT/ E911
NYS DHSES GRANTS
QUARTERLY PROGRESS REPORT**

DOMESTIC TERRORISM PREVENTION GRANT PROGRAM (DTP)

FY22- CONTRACT# C175006

AWARD AMOUNT: \$172,413.00

PROGRAM PERIOD: 09/01/2022-08/31/2024

REPORT PERIOD: 10/1/23-12/31/23

GRANT PROJECTS/WORKSCOPE:

- Personnel
 - Personnel for training activities \$20,000.00
 - Overtime/Backfill for training \$20,000.00
 - Personnel for Organizational activities \$90,000.00
 - \$73,883.95 claimed
- Supplies
 - Supplies for planning activities \$42,413.00

Total amount vouchered as of 12/31/23: \$73,883.95

UNIT #	POA #	NET \$ /Mo.	DESCRIPTION OF LOCATION	FACE	REG ILL
D165	3D165D	\$700	N/S COUNTY RT 64 W/O FISHERVIL RD	F/E	I
D166	3D166D	\$700	N/S COUNTY RT 64 W/O FISHERVIL RD	F/W	I
D167	3D167D	\$700	E/S CORNING RD. @ 2516 CORNING RD	F/S	I
D168	3D168D	\$700	E/S CORNING RD. @ 2516 CORNING RD	F/N	I
DD70	3D70DD	\$600	E/S COLLEGE AVE 10' X 20'	F/N	I
DD71	3D71DD	\$0	E/S COLLEGE AVE 10' X 20'	F/S	I
DD72	3D72DD	\$0	S/S WATER ST @MADISON AVE 12X24	F/E	I
DD73	3D73DD	\$0	E/S MADISON AVE BRIDGE 12' x 24'	F/S	I
159	301590	\$600	CEDAR ST	F/W	R
202	302020	\$600	S/S RT. 352 .2 MI W/HENDY H RD	F/W	R
115-1	301151	\$700	E/S LAKE @ LATTABRK	F/N	I
374	303740	\$400	W/S RT 224	F/N	R
105-6	301056	\$600	CC PKWY & CHEM. TRANSIT	F/N	R
110	301100	\$600	W/S GRAN CENT N/O 14TH	F/N	R
203-2	302032	\$600	S/S RT 352 .3 MI W/O HENDY H RD	F/E	R

Total Daily Effective Circulation (DEC):

Total Cost Per Thousand (CPM):

Package Price Per Month:

Total Months in Campaign	9
Total Cost Of Vinyl's	\$610.56
Total Board Cost	\$26,200.00
Total Campaign Cost	\$26,810.48

Locations maybe changed to comparable locations if there is a delay in signing.

Please note location descriptions have been shortened

UTDOOR ADVERTISING/FINGER LAKES DIVISION
PROPOSAL PREPARED FOR:
CHEMUNG COUNTY DISCOUNTED

DEC	MARKET	LATITUDE	LONGITUDE	POSTI			
				Nov-23	Dec-23	Jan-24	Feb-24
13.4	Big Flats	42.155600 # ####	-76.868576 # ####	20	20		
13.4	Big Flats	42.155600 # ####	-76.868576 # ####			20	20
19.4	Elmira	42.151865 # ####	76.834440 # ####	20	20		
19.4	Elmira	42.151865 # ####	76.834440 # ####			20	20
10	Elmira	42.109605 # ####	76.819664 # ####	20	20	20	20
10	Elmira	42.109605 # ####	76.819664 # ####	20	20	20	20
13	Elmira	42.088426 # ####	76.797760 # ####	20	20	20	20
17	Elmira	42.088426 # ####	76.797760 # ####	20	20	20	20
6.4	Southport	42.057583 ° N	76.800644 ° W		1	1	
8.4	Big Flats	42.086742 ° N	76.866364 ° W		1	1	
15.1	Horseheads	42.145664 ° N	76.814878 ° W				1
3	Spencer	42.206708 ° N	76.576756 ° W				1
8	Elmira	42.105161 ° N	76.811092 ° W				
8	Elmira Hgts	42.134039 ° N	76.819900 ° W				
8.4	Big Flats	42.087319 ° N	76.867222 ° W				

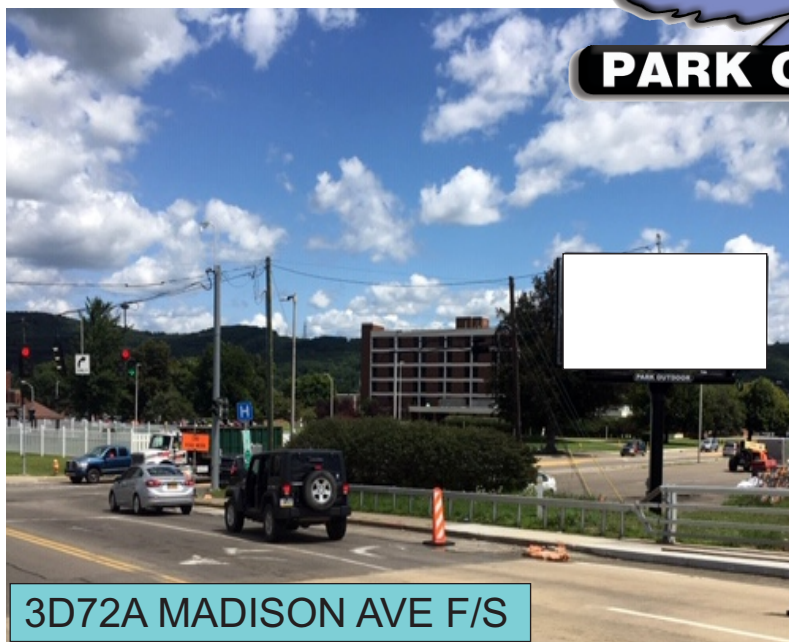
82.8	97.6	97.6	100.9
\$0.81	\$1.09	\$1.09	\$1.02
\$2,000	\$3,200	\$3,200	\$3,100

NG SCHEDULE				
Mar-24	Apr-24	May-24	Jun-24	Jul-24
20	20			20
		20	20	
20	20			20
		20	20	
20	20	20	20	20
20	20	20	20	20
20	20	20	20	20
20	20	20	20	20
1				
1				
	1	1		
	1	1		
			1	1

100.9	98.8	98.8	91.2	91.2
\$1.02	\$1.08	\$1.08	\$0.95	\$0.95
\$3,100	\$3,200	\$3,200	\$2,600	\$2,600



70 & 71
(10' x 20')
375 pixels x
180 pixels
J-peg format
RGB colors
Res: 72
Quality 80
Optimized
Yes



72 & 73
(12' x 24')
425 pixels x
200 pixels
J-peg format
RGB colors
Res: 72
Quality 80
Optimized
Yes

Corning Rd. Digitals
(42.151865 -76.834440)

3D168

**2516 Corning Rd. Elmira
Park Outdoor's office
Faces North**



3D167

**2516 Corning Rd. Elmira
Park Outdoor's office
Faces South**



**360 Pixels wide x 168 Pixels high Jpeg format RGB colors Res 72
Quality 80 Optimized Yes**



**#3D165 Cr 64 F/East
12' x 24'**

Lat: 42.1556

Lon:-76.86858

Art specs:

**408 pixels wide by
192 pixels high**

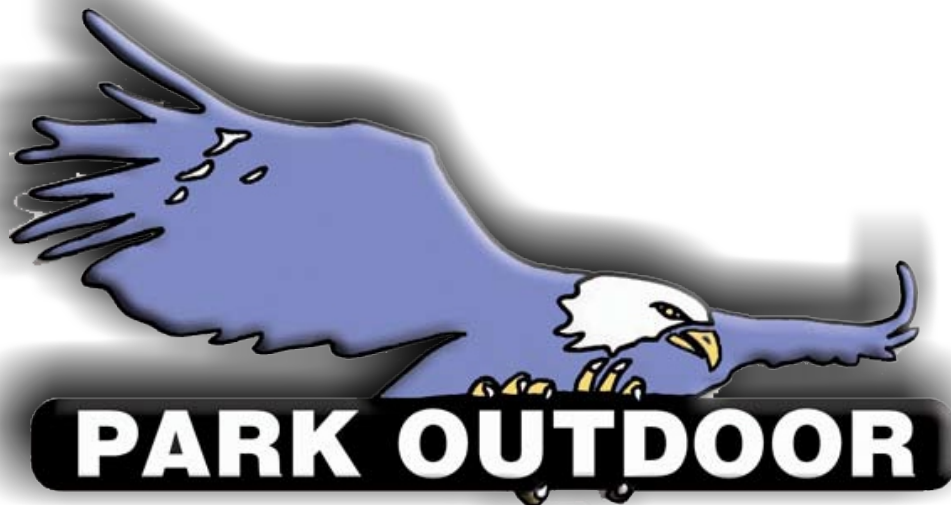
JPEG Format

RGB Colors

Resolution: 72

Quality: 80

Optimized: Yes



Finger Lakes Division

**2516 Corning Road
Elmira, NY 14903
607-796-0333**



**#3D166 Cr 64 F/West
12' x 24'**

Lat: 42.1556

Lon:-76.86858

Art specs:

**408 pixels wide by
192 pixels high**

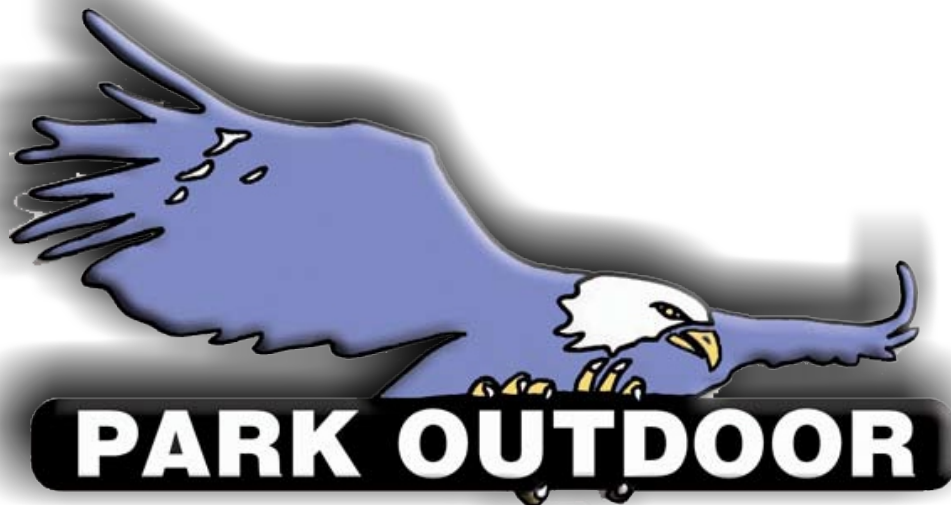
JPEG Format

RGB Colors

Resolution: 72

Quality: 80

Optimized: Yes



Finger Lakes Division

**2516 Corning Road
Elmira, NY 14903
607-796-0333**



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting grant funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County District Attorney's Office (Aid to Prosecution)

Resolution #: 24-074
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Authorization to accept grant award offered by the NYS Division of Criminal Justice Services in the amount of \$329,762. The intent of the grant to assist Chemung County in prosecution efforts and maybe expended in a variety of ways to include retention of staffing.

ATTACHMENTS:

File Name	Description	Type	Upload Date
ATP Grant funding.pdf	ATp Award Notice	Cover Memo	2/22/2024



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

August 24, 2023

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the State's Aid to Prosecution Program for State Fiscal Year (SFY) 2023-24.

Project Name:	Chemung County District Attorney Aid to Prosecution Program	Award Amount:	\$329,762
Budget:	SFY 2023-24	Term Dates:	April 1, 2023 to March 31, 2024

Additional Information:

We are pleased to inform you that Governor Kathy Hochul secured an additional \$40 million in the SFY 2023-2024 Budget to assist in county prosecution efforts. Your SFY 2023-24 Aid to Prosecution Program award to support your respective district attorney's office is consistent with the appropriation amounts enacted for this purpose in the State Budget.

Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to the county in one payment. The county shall subsequently and promptly make this funding available to the respective district attorney's office. Consistent with the appropriation, this funding assistance is being provided to help offset the cost of prosecutorial services that your county has and will incur for the period of April 1, 2023 to March 31, 2024.

To streamline processing and facilitate timely distribution of funds, the DCJS Office of Financial Services will disburse your planned payment directly to your county for use by the respective district attorney's office.

If you have any questions on this award, please contact:

Nadia Rockwell
DCJS Associate Budgeting Analyst
NYS Division of Criminal Justice Services, Finance Office
(518) 485-0091 or nadia.rockwell@dcjs.ny.gov

Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreements with various providers of Recreational Services on behalf of the Chemung County Department of Youth and Recreational Services

Resolution #: 24-075
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

n behalf of the Chemung County Youth Bureau, please consider this correspondence as our request to allocate Youth Sports Education Funding (YSEF) and Youth Team Sports (YTS) Funding to various providers in Chemung County.

2023-2024 Various Providers - NYS OCFS YSEF & YTS Sharing Funds

ATTACHMENTS:

File Name	Description	Type	Upload Date
2023-24 State Fund Sharing for YSEF _ YTS Route Slip MEMO.pdf	2023-24 State Sharing for YSEEF & YTS	Cover Memo	2/21/2024



ChemungYouth.com

Chemung County Youth Bureau & Recreational Services

David M. Ellis
Executive Director

599 Harris Hill Road • Elmira, NY 14903 • 607-737-2907 • Fax: 607-737-0435

MEMO

TO: Christopher Moss, County Executive / Jennifer Furman, Deputy County Executive / Brian Hart, Commissioner of Human Services / Rejean Archambeault, Budget Director / County Legislature

FROM: David M. Ellis, Executive Director

DATE: February 21, 2024

RE: 2023-2024 Various Providers - NYS OCFS YSEF & YTS Sharing Funds

On behalf of the Chemung County Youth Bureau, please consider this correspondence as our request to allocate Youth Sports Education Funding (YSEF) and Youth Team Sports (YTS) Funding to various providers in Chemung County.

The New York State Office of Children & Family Services (NYS OCFS) has allocated \$81,404 in 100% State funds of which is included in our 2023-2024 Resource Allocation Plan (RAP). We are requesting to distribute to various providers for programs that operate from October 1, 2023 – September 30, 2024. Examples of providers in receipt of these sharing funds may include, but is not limited to;

- 607 UNITY Unlimited
- Elmira Heights Cinderella Softball
- Elmira Heights Little League
- EOP-Ernie Davis Community Center
- Southside Community Center

These State funds can only be utilized for services related to the NYS OCFS Youth Sports Education Funding and Youth Team Sports Funding.

NYS OCFS will reimburse the County for expenditures made in accordance with the approved Program Applications. Reimbursement will be made only after the submission of required vouchers and supporting documents to NYS OCFS.

A copy of the complete Resource Allocation Plan (RAP) is on file at the Youth Bureau.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of various 2024 Federal and State grants on behalf of the Chemung County Department of Aging and Long Term Care

Resolution #: 24-076
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Authorization to apply for and accept Federal and State grants for various programs. See attachment for itemized description of each grant and funding breakdown.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2024 Grant Renewal Totals.xlsx	Grant renewal totals	Cover Memo	1/29/2024

Chemung County Department of Aging and Long Term Care
2024 Grant Renewal Worksheet

	Federal Revenue	State Revenue	Cost Share or Donations	Local Share	Program Total
<u>Account: 10-6772-6772</u>					
<u>Federal Programs</u>					
Title III-B	99,395		3,000	287,868	390,263
Title III-C-1	136,747		18,000	97,528	252,275
Title III-C-2	93,750		3,500	16,036	113,286
Title D	7,171		0	780	7,951
Title E	71,755		600	30,268	102,623
NSIP	48,436		0	0	48,436
HIICAP	33,637		0	0	33,637
MIPPA	13,439		0	0	13,439
<u>State Programs</u>					
WIN		280,947	14,000	0	294,947
CSI		2,092	0	698	2,790
State Transportation		5,600	0	0	5,600
Unmet Need		202,428	0	0	202,428
NY Connects		266,827	0	0	266,827
<u>Account: 10-6772-6773</u>					
<u>State Programs</u>					
CSE		204,724	2,400	79,373	286,497
EISEP		316,027	10,000	126,888	452,915
Total Revenues:	504,330	1,278,645	51,500	639,439	2,473,914



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting funding from the the New York State Department of Health on behalf of the Chemung County Department of Health (Local Health Department Performance Incentive Award)

Resolution #: 24-077
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The New York State Department of Health (NYSDOH) has offered the ability for local health departments (lhd's) to earn additional funding by participating in performance incentives to improve public health activities. The performance incentive time frame was December 1, 2022, to August 1, 2023 and focused on promoting wastewater surveillance.

Chemung County has been awarded a total of \$15,099 that is required to be used in 2024. The restriction on these funds is that it can only be used for Article 6 reimbursable public health activities.

The health department would like to use these funds for the following in 2024;

- Update waiting room of the public health clinic
- Lead poisoning prevention education activities
- To developing plans required for lhd accreditation (strategic plan, workforce training and development plan, document management, etc.)

Previous resolution 23-424.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Merged_Award_Letters_Year_11_Chemung.pdf	Award Letters	Cover Memo	1/29/2024
LHD_Performance_incentive_2023.docx	LHD Performance Incentive	Cover Memo	1/29/2024



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Acting Executive Deputy Commissioner

Dear Peter Buzzetti,

Thank you for your participation in the New York State Department of Health's ongoing Local Health Department (LHD) Performance Incentive Program. In year eleven (2023) of the program, which began in December 2022 and concluded in August 2023, the Department focused on promoting wastewater surveillance.

The Department is pleased to announce that once again county participation in the program was strong. This year, 57 LHDs receive an award.

Chemung County participated, receiving a composite score of 83.7 and has been awarded a total of \$15,099. Congratulations.

As with prior Performance Incentive program years, awards must be used to support costs associated with Article 6 eligible services. While costs associated with any eligible activity are acceptable, LHDs are encouraged to consider utilizing the award funds to support environmental health related work.

The Article 6 Team is requesting that each LHD submit a separate voucher for the Performance Incentive award specified in this letter. However, LHDs are not required to voucher the full award amount in a single voucher and may claim award funds throughout the 2024 program (calendar) year, allowing each LHD to determine the timing of the Performance Incentive award payment(s). The Performance Incentive award amount must be reflected on the Performance Incentive line in the 2024 Quarterly Expenditure Report (QER) and may be submitted with any 2024 QER(s) no later than March 31, 2025. Please submit the Performance Incentive award voucher electronically to a6fis@health.ny.gov.

Thank you again for your participation. We look forward to continuing to work with you and your staff to improve the delivery of public health services. Please send any questions regarding the award program to a6PI@health.ny.gov.

Sincerely,

Bryan Tarr
GPHW Manager

Christopher F. Davis
Performance Incentive Coordinator

TO: Christopher J. Moss, County Executive

FROM: Peter Buzzetti III, Public Health Director

DATE: January 4, 2024

SUBJECT: 2023 Local Health Department Performance Incentive Award

The New York State Department of Health (NYSDOH) has offered the ability for local health departments (lhd's) to earn additional funding by participating in performance incentives to improve public health activities. The performance incentive time frame was December 1, 2022, to August 1, 2023 and focused on promoting wastewater surveillance.

Chemung County has been awarded a total of \$15,099 that is required to be used in 2024. The restriction on these funds is that it can only be used for Article 6 reimbursable public health activities. Article 6 is the grant from NYSDOH that reimburses the Health Department for activities in its core public health programs such as, communicable disease, emergency preparedness and environmental health. The applicable time frames, goals, and award amounts change every year and can therefore not be predicted during budget preparation. Past performance incentive funds have been used to purchase items such as; laptops for the rabies program, equipment for the public health clinic, lead testing equipment, a portable vaccine cooler and lead risk assessor training and certification. If there are any performance incentive funds remaining at the end of the year they can be used to offset any Article 6 reimbursable activities once the base grant is expended.

The health department would like to use these funds for the following in 2024;

- Update waiting room of the public health clinic
- Lead poisoning prevention education activities
- To developing plans required for lhd accreditation (strategic plan, workforce training and development plan, document management, etc.)

Previous resolution 23-424.

Thank you for your consideration of this request.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting funding from the New York State Department of Health on behalf of the Chemung County Department of Health (CVDVAX)

Resolution #: 24-078
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Chemung County has been awarded additional funding from the NYS Department of Health (NYSDOH) to assist in vaccine implementation strategies. I am requesting the approval of the acceptance of the total grant amount of \$245,568.90, for 2024. Since 2023, Health Department (CCHD) team members have worked with NYSDOH staff to verify exactly what items are available for reimbursement via these grant funds. A number of items have been approved by NYSDOH including supplies for AED's, vaccination clinic items (clinical = blood pressure cuffs, epi-pens), and vaccination clinic items (non-clinical = chairs, equipment storage). The ability to use these funds expires in June of 2024. CCHD team members will continue to work with NYSDOH representatives to maximize use of this grant.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Request Acceptance of CVDVAX Funding from NYS Department of Health letter.docx	Request	Cover Memo	1/29/2024
Chemung CVDVAX Additional Award Sept 2021.pdf	Chemung CVDVAX	Cover Memo	1/29/2024

Chemung County Health Department
103 Washington St., P.O. Box 588
Elmira, NY 14902-0588
Phone: (607) 737-2028
cchd@chemungcountyny.gov



Peter Buzzetti III, MPH
Public Health Director

Sarah Mattison, MPH
Deputy Public Health Director

TO: Christopher J. Moss, County Executive

FROM: Peter Buzzetti III, Public Health Director

DATE: January 10, 2024

SUBJECT: Request Acceptance of CVDVAX Funding from NYS Department of Health

Dear County Executive Moss,

Chemung County has been awarded additional funding from the NYS Department of Health (NYSDOH) to assist in vaccine implementation strategies. I am requesting the approval of the acceptance of the total grant amount of \$245,568.90, for 2024.

Since 2023, Health Department (CCHD) team members have worked with NYSDOH staff to verify exactly what items are available for reimbursement via these grant funds. A number of items have been approved by NYSDOH including supplies for AED's, vaccination clinic items (clinical = blood pressure cuffs, epi-pens), and vaccination clinic items (non-clinical = chairs, equipment storage).

The ability to use these funds expires in June of 2024. CCHD team members will continue to work with NYSDOH representatives to maximize use of this grant.

Thank you.



Department of Health

KATHY HOCHUL
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

September 22, 2021

Peter Buzzetti III, MPH
Public Health Director
Chemung County
103 Washington Street, PO Box 588
Elmira, New York 14902-0588

RE: COVID-19 Vaccine Response Contract #C36921GG
Contract Term: 1/1/21 – 6/30/24
Amount awarded in August 2021: \$94,710.25
Additional funding amount (awarded under this letter): \$150,858.65
Portion of additional amount for Vaccine Confidence Strategies: \$9,428.67
Total contract amount: \$245,568.90

Dear Director Buzzetti :

The New York State Department of Health (NYSDOH) is awarding your Local Health Department (LHD) the above referenced additional funding under the new LHD COVID-19 Vaccine Response contract. These funds are being awarded to increase COVID-19 vaccine administration equity and to implement vaccine confidence strategies for COVID-19 and routine vaccinations. An updated contract work plan is attached.

The funds awarded under this contract may be used for COVID-19 vaccine implementation expenses retroactive to January 1, 2021 and is available through June 30, 2024.

Budget Submission:

Please choose **one** of the following options:

A. Please review the budget and justification instructions and complete and submit a budget on the attached “Sept award only” template for only the additional funding amount by **Monday, November 1, 2021.**

OR

B. If you have not yet submitted a budget for the August award amount (due October 1, 2021), you may wait and submit a single budget for the total contract amount by no later than November 1, 2021 on the attached “combined award” template. Please note that until NYSDOH receives and enters a budget in the Grants Gateway, the contract cannot be executed. Claims for reimbursement (vouchers) cannot be processed until the contract is executed.

Reminder: You must use \$9,428.67 of the additional funding amount for implementation of vaccine confidence strategies and at least \$18,942.05 of the initial award to conduct activities to promote and increase COVID-19 and other vaccine uptake in racial and ethnic minority groups, and to increase accessibility for people with disabilities.

Completed budget templates should be emailed to ImmAdmin@health.ny.gov and your regional representative.

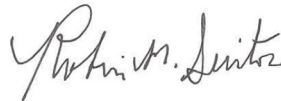
Please respond to this email within three business days to indicate whether you are submitting:

A) two separate budgets (one budget for the August award amount by October 1, 2021 and a second budget for the additional funding award by November 1, 2021); OR

B) a single combined budget by November 1, 2021.

Please send questions to ImmAdmin@health.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin M. Suitor".

Robin Suitor

Director, Bureau of Immunization

Attachments: COVID-19 Vaccine Response Work plan

Sept Award Only COVID Vaccine Response Budget and Justification Template

Combined Award COVID Vaccine Response Budget and Justification Template

CC: Kyle Wieder
Lisa Kruckow
Robin DeJesus



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Aging and Long Term Care on behalf of the Chemung County Department of Social Services

Resolution #: 24-079
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024.

Prior Resolution No. 23-181 (January 1, 2023 to December 31, 2023)

Programs are mandated; provider is not.

ATTACHMENTS:

File Name	Description	Type	Upload Date
CARE Unit Memo 2024.doc	Long term care Memo	Cover Memo	1/28/2024
OFA Care Budget 2024.xls	OFA Budget	Cover Memo	1/28/2024



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 / Jennifer Furman, Deputy County Executive
Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Beth Stranges, Director of Aging and Long
Term Care / Jacqueline Canute, Director of Economic Security

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

DATE: November 29, 2023

RE: **2024 AGING & LONG TERM CARE MOU**

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to renew the Memorandum of Understanding with the Chemung County Department of Aging & Long Term Care (DOA<C).

In 2024, the Memorandum of Understanding between the Department of Social Services and Department of Aging & Long Term Care is requested not to exceed \$793,583. This is an increase of \$55,548 as compared to 2023. Under this MOU, DOA<C will provide the following services;

- The CARE Unit budget is requested not to exceed \$670,179. The CARE Unit is the "single point of entry" for long term care needs. Among other functions, the unit is responsible for the operation of all mandated Medicaid Personal Care Programs in accordance with NYSDOH NYCRR 505.14 and 505.28. Functions include but are not limited to: Intake, comprehensive in-home assessments and service authorization, care plan development, and verifying documentation follows program regulations, including Medicaid eligibility and ongoing case management. The CARE Unit will be reimbursed as a Medicaid Administration contract, subject to the Medicaid cap calculation.
- Next, the Home Energy Assistance Program (HEAP) is requested not to exceed \$114,118. HEAP is a mandated service in which Social Services and DOA<C collectively provide. The HEAP Information and Assistance Program will provide assistance to applicants with limited incomes in applying for the HEAP benefit. Further, staff will assist with applications for the Heat Repair

and Replacement program, and the HEAP Clean and Tune benefit. DOA<C staff may conduct a home visit to successfully complete the necessary paperwork for HEAP benefits.

- Lastly, \$9,286 is allocated for the LTC Information & Assistance program. DOA<C will deliver expanded information, assistance and intake services related to long term care options and access for clients who have Medicaid, or are in the process of obtaining Medicaid, but who do not currently receive Medicaid homecare services. The LTC Information & Assistance program will be reimbursed based on the program type of the individual. This program primarily serves Medicaid recipients, but may also include SNAP and Public Assistance recipients.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.

ATTACHMENT "B"

SCHEDULE IV

**CHEMUNG COUNTY DEPARTMENT OF AGING AND LONG TERM CARE
COUNTY OF CHEMUNG
PO BOX 588
ELMIRA, NEW YORK 14902**

1/1/24-12/31/24

ACCOUNT NO.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-0100-50408	CARE Unit	\$ 670,179.00	\$ 335,089.50	\$ 167,544.75	\$ 167,544.75
10-6010-0100-50408	LTC Information & Assistance	\$ 9,286.00	\$ 4,643.00	\$ 2,321.50	\$ 2,321.50
10-6010-0100-50408	HEAP Information & Assistance	\$ 114,118.00	\$ 114,118.00	\$ -	\$ -
TOTAL		\$ 793,583.00	\$ 453,850.50	\$ 169,866.25	\$ 169,866.25



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Mental Hygiene, Children's Integrated Services division on behalf of the Chemung County Department of Social Services

Resolution #: 24-080
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024.
Prior Resolution No. 23-070.

ATTACHMENTS:

File Name	Description	Type	Upload Date
CIS-DSS MOU Memo 2023.doc	CIS-DSS MOU	Cover Memo	1/29/2024



**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 / Jennifer Furman, Deputy County Executive /
County Legislature

CC: Brian Hart, Commissioner of Human Services / Christy Harmer, Children's Integrated
Services Coordinator

FROM: Christine O'Herron, Deputy Commissioner

DATE: January 5, 2024

RE: **2024 Children's Integrated Services Memorandum of Understanding**

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to enter into a Memorandum of Understanding with the Chemung County Department of Mental Hygiene - Children's Integrated Services division.

Children's Integrated Services (CIS) serves children from birth to 18 years of age and their families. CIS staff provide case management when a child is exhibiting mental health and/or behavioral difficulties in the home, school or community. Referrals are received from parents, school staff and other community providers. The goal of preventive intervention is to divert youth from higher levels of care within the child serving systems. In addition to County personnel, Children's Integrated Services contracts with Trinity, Pathways and Family Services for personnel to provide services related to their specialty area.

Furthermore, Children's Integrated Services facilitates Single Point of Access (for children) and Single Point of Entry (for adults) for those individuals who require a higher level of mental health service intervention. Services obtained through SPOA and SPOE may include, but are not limited to, in-home supports, intensive case management and housing.

Lastly, Children's Integrated Services provides assessment and education to youth who are referred for fire setting behaviors through the Fire and Youth Resource Exchange (FYRE) program, as well as youth advocacy through the Youth Advocate Program.

A Memorandum of Understanding is requested to substantiate the purchase of services between Social Services and Children's Integrated Services. The Memorandum of Understanding will consist of staff salaries, operational expenses, and non-mandated preventive contracts.

The 2024 MOU is requested not to exceed \$2,170,875. This is an increase of \$79,845 as compared to 2023. Of the \$824,933 local share associated, the Elmira City School District will reimburse up to approximately \$530,000.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Understanding with the Chemung County Department of Youth and Recreational Services on behalf of the Chemung County Department of Social Services

Resolution #: 24-081
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024.

Prior Resolution No. 23-075 (January 1, 2023 to December 31, 2023)

ATTACHMENTS:

File Name	Description	Type	Upload Date
YB-DSS Memo 2024 Revised.doc	Memo DSS & YB	Cover Memo	1/28/2024
YB Budget 2024.xls	YB Budget	Cover Memo	1/28/2024



BRIAN HART, LCSW-R
COMMISSIONER

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

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Mindy Banfield, Director of Children and Family Services / Jacqueline Canute, Director of Economic Security / David Ellis, Youth Bureau Executive Director

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

DATE: November 29, 2023

RE: 2024 DSS & YB MEMORANDUM OF UNDERSTANDING

The purpose of this correspondence is to request Legislative approval to renew the Memorandum of Understanding between the Department of Social Services and the Department of Youth Bureau & Recreational Services for 2024.

The Department of Social Services and the Department of Youth Bureau & Recreational Services will continue to work in collaboration in the strategic planning, monitoring, outreach, and technical assistance required in administering internal Youth Bureau programs such as Summer Youth Employment, Learn & Earn, SPOT, Super Saturday, Summer Cohesion and the Juvenile Assigned Work Service Program (JAWS). In addition, both departments will continue to work collaboratively with external various out of school time and juvenile justice programs to better serve the children and families of our community.

The 2024 Summer Youth Employment Program and Learn & Earn Program will not exceed \$398,377 in federal funds. There is no local County share associated.

- The Summer Youth Employment Program (SYEP) is a 6-week summer youth employment & training program for Chemung County income eligible youth ages 14 to 20. Over the course of the 6-week program, youth participate in subsidized work experience opportunities in the community while learning valuable employment, workplace skills and financial literacy through participation in various program trainings and workshops.
- The Learn & Earn Program is a project designed to provide income eligible youth participants, ages 14-18, with an opportunity to learn basic life and soft employment skills that will strengthen their ability to become self-sufficient adults of the future. The goal of the Learn & Earn Program is to enable youth to see themselves as respected, successful, contributing members of the community and workforce with strong goals for their future. In the long term,

both SYEP and Learn & Earn are intended to identify potential employment and training options in our community and engage youth in a positive employment experience there by reducing reliance on various subsidy assistance programs.

The Summer SPOT Program is requested not to exceed \$22,971 in Community Optional Preventive Services (COPS) funding; \$14,633 (63.7%) State share, \$8,338 (36.3%) local share. This is a decrease of \$5,564 as compared to 2023. The Summer SPOT Program holds a series of special events at various locations available for all teens 12 to 15 years of age who reside in Chemung County.

The School Year SPOT Program budget is requested not to exceed \$178,645 in Community Optional Preventive Services (COPS) funding; \$113,797 (63.7%) State share, \$64,848 (36.3%) local share. As compared to the 2023 request, this is an increase of \$19,791. The local share for this program is paid for by the County, City, Towns of Elmira & Southport and the ECSD. The School Year SPOT Program is a free, drop-in recreation program for teens 12-15 years of age. SPOT events are held at various locations at least once a month throughout each school year. School SPOT is a collaborative program between the Chemung County Youth Bureau, City of Elmira, Elmira City Schools District, the Town of Elmira, and the Town of Southport for teens who reside within the Elmira City School District.

The School Year SPOT Program contains the SafeZones program enhancement. SafeZones, through a contract with Pathways, Inc, employs a Youth Program Coordinator to provide community education on diversity, respect, acceptance, and bullying prevention. Pathways facilitates support groups to create an inclusive environment, with a focus on LGBTQ in which all people feel accepted. The Youth Program Coordinator will act as a liaison between schools and human service providers and will establish working relationships with community providers to ensure the Elmira City School District has the support and guidance needed to best serve youth identifying as LGBTQ. **The entirety of the local share of the SafeZones Program Enhancements is funded by the Elmira City School District.**

The Super Saturday Program is requested for \$19,977 in Community Optional Preventive Services (COPS) funding; \$12,725 (63.7%) State share, \$7,252 (36.3%) local share. *The local share for this program is split 5 ways between the County, City, Towns of Elmira & Southport and the ECSD. The Super Saturday Program is a free, supervised recreational & enrichment program for youth K-4th grade who reside in the Elmira City School District. The program operates a 6-week, Saturday morning program in the fall & winter of each year at the Elmira YWCA.

The Summer Cohesion Program is requested not to exceed \$606,643 in Community Optional Preventive Services (COPS) funding; \$386,432 (63.7%) State share, \$220,211 (36.3%) local share. This is a decrease of \$10,104 as compared to 2023. The Summer Cohesion Program is a fee based, 6-week, drop-in recreational, educational, & enrichment program for Chemung County youth 4 to 12 years of age. Summer Cohesion takes place at various school & faith-based locations throughout Chemung County.

The Juvenile Assigned Work Service Program (JAWS) is requested for \$85,810 in Preventive Funding; \$53,202 (62%) State share, \$32,608 (38%) local share. The JAWS Program is designed to provide a level of consequences and accountability to youth 7 to 17 years of age who become engaged in the juvenile justice system due to their poor behaviors and decision-making skills. Every other Saturday, youth perform supervised community service assigned to them through Probation and Family Court. Supervised community service projects are performed at numerous not for profit and municipal based sites throughout Chemung County.

Lastly, the Youth Bureau will continue to monitor the Southside Community Center program, not to exceed \$56,000 in preventive COPS funding; \$35,672 (63.7%) State Share, \$20,328 (36.3%) local share.

Total in all accounts for reimbursement by Social Services to the Youth Bureau is not to exceed \$1,368,423. If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501.
Thank you.

ATTACHMENT "B"

MEMORANDUM OF UNDERSTANDING

1/1/2024 - 12/31/2024

DSS ACCOUNT NO.	PROJECT CODE	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-0100-50408	DSS01.0035	Summer Youth Employment	\$252,956.00	\$252,956.00	\$0.00	\$0.00
10-6010-0100-50408	DSS01.0035	Learn to Earn	\$145,421.00	\$145,421.00	\$0.00	\$0.00
		Total	\$398,377.00	\$398,377.00	\$0.00	\$0.00
10-6010-0200-50408	DSS02.0009	Summer Spot	\$22,971.00	\$0.00	\$14,632.53	\$8,338.47
10-6010-0200-50408	DSS02.0009	School Year Spot / Safe Zone Expansion	\$178,645.00	\$0.00	\$113,796.87	\$64,848.14
10-6010-0200-50408	DSS02.0009	Super Saturday	\$19,977.00	\$0.00	\$12,725.35	\$7,251.65
10-6010-0200-50408	DSS02.0009	Southside Community Center	\$56,000.00	\$0.00	\$35,672.00	\$20,328.00
			\$277,593.00	\$0.00	\$176,826.74	\$100,766.26
10-6010-0200-50408	DSS02.0010	Summer Cohesion	\$606,643.00	\$0.00	\$386,431.59	\$220,211.41
		Total	\$606,643.00	\$0.00	\$386,431.59	\$220,211.41
10-6010-0200-50408	DSS02.0041	Juvenile Assigned Work Service (JAWS)	\$85,810.00	\$0.00	\$53,202.20	\$32,607.80
		Total	\$85,810.00	\$0.00	\$53,202.20	\$32,607.80
TOTAL			<u>\$1,368,423.00</u>	<u>\$398,377.00</u>	<u>\$616,460.53</u>	<u>\$353,585.47</u>



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreements with various PreSchool Providers on behalf of the Chemung County Department of Social Services

Resolution #: 24-082
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renew for CY2024. Prior Resolution No. 23-069 (January 1, 2023 to December 31, 2023)

ATTACHMENTS:

File Name	Description	Type	Upload Date
PK Memo 2024 (1).doc	PK Memo	Cover Memo	1/28/2024
Various PK Budget 2024.xls	Various PK Budget	Cover Memo	1/28/2024



BRIAN HART, LCSW-R
COMMISSIONER

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

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Christy Harmer, Children's Integrated Services Coordinator / Kelly Sidari, Special Children's Services Coordinator

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

DATE: November 27, 2023

SUBJECT: 2024 VARIOUS PROVIDERS OF PRE-K SERVICES

On behalf of the Chemung County Department of Social Services, please accept this correspondence as our request to renew various provider agreements of Pre-K services.

In 2024, the Various Providers of Pre-K services budget is requested to remain \$2,250,000. Our department holds over 40 provider contracts for Pre-K services. Pre-K services are governed under the NYS Department of Education and are designed for three to five-year-old children with developmental delays and disabilities. Various Pre-K service agreements provide a creative learning environment in which each child is given the opportunity to develop abilities which will enable him/her to function as independently as possible. The areas of concentration include fine and gross motor skills, speech and language, social and emotional, and cognitive and behavior areas.

Please contact Commissioner Brian Hart at 1-607-737-5501, if you have any questions. Thank you.

SCHEDULE IV

ATTACHMENT "B"

VARIOUS PROVIDERS OF PRE-K
1/1/2024 - 12/31/2024

ACCOUNT NUMBER	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-0403-50408-5006	VARIOUS PROVIDERS OF PRE-K	\$2,250,000	\$0	\$1,338,750	\$911,250
	TOTAL CONTRACT	\$2,250,000	\$0	\$1,338,750	\$911,250



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreements with Various Providers of Training and Consulting Services on behalf of the Chemung County Departments of Social Services and Mental Hygiene

Resolution #: 24-083
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renew for two-year term CY2024 and CY2025.

Prior Resolution No. 23-175

ATTACHMENTS:

File Name	Description	Type	Upload Date
Various Training Providers Memo 2024-2025.doc	Various Training Memo	Cover Memo	1/31/2024
Various Training Providers Budget 2024-2025.xls	Various Training Budget	Cover Memo	1/31/2024



**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 / Jennifer Furman, Deputy County Executive /
Chemung County Legislature

CC: Brian Hart, Commissioner of Human Services / Kellie Lowman, Director of Quality
Assurance

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

DATE: January 12, 2024

RE: **2024-2025 VARIOUS TRAINING PROVIDERS**

Please accept this correspondence on behalf of Chemung County Departments of Social Services and Mental Hygiene (Children's Integrated Services) to renew various provider agreements for provision of training and consulting services for the two-year term of January 1, 2024 to December 31, 2025.

Various Providers of training and consulting will assist our staff with communication, leadership development, coaching, and team building. Further, various providers will provide consultation around strategies to develop staff skills and promote continued growth. We anticipate the opportunities for virtual trainings to continue, in which will allow our staff to attend at a reduced cost, without the incurring lodging and mileage expenses.

Various Providers of Training and Consulting for DSS and MH employees will remain \$25,350 per year. If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.

ATTACHMENT "B"

SCHEDULE IV

VARIOUS PROVIDERS OF TRAINING/CONSULTING

1/1/2024 - 12/31/2025

ACCOUNT NUMBER	DEPARTMENT	PROGRAM	BUDGET PER YEAR	FEDERAL	STATE	LOCAL
10 4310 4510 50408	Mental Hygiene - CIS	Various Training & Consulting	\$7,000.00	\$0.00	\$4,340.00	\$2,660.00
10 6010 0600 50408	DSS	Various Training & Consulting	\$18,350.00	\$5,872.00	\$9,175.00	\$3,303.00
			\$25,350.00	\$5,872.00	\$13,515.00	\$5,963.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing lease agreement with the Elmira City School District on behalf of the Chemung County Department of Mental Hygiene (CIS)

Resolution #: 24-084
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renew for 2024

Prior resolution no. 23-073

ATTACHMENTS:

File Name	Description	Type	Upload Date
ECSD 2024 Lease Memo.doc	ECSD 2024 Lease	Cover Memo	1/31/2024



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 / Jennifer Furman, Deputy County Executive /
County Legislature

CC: Brian Hart, Commissioner of Human Services / Christy Harmer, Children's Integrated
Services Coordinator

FROM: Christine O'Herron, Deputy Commissioner

DATE: January 16, 2024

RE: **Elmira City School District Lease Agreement**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew a lease agreement with Elmira City School District.

The 2024 occupancy lease will remain \$54,000 in preventive non-mandated 62% State funding. The Elmira City School District will continue to provide available office space to the Chemung County Department of Mental Hygiene's Children's Integrated Services Division at Ernie Davis Academy. The Elmira City School District reimburses Chemung County the 38% local share associated with this agreement.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Understanding with the Chemung County Department of Veterans' Affairs on behalf of the Chemung County Department of Social Services

Resolution #: 24-085
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renew for two-year term.

Prior Resolution No 23-033

ATTACHMENTS:

File Name	Description	Type	Upload Date
Veterans Memo 2024-2025.doc	Veterans Memo	Cover Memo	1/31/2024



**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 / Jennifer Furman, Deputy County Executive / County Legislature

CC: Brian Hart, Commissioner of Human Services / Michael Murphy, Director of Veterans Affairs

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

DATE: January 12, 2024

RE: **2024-2025 DSS/Veterans Agreement**

Please consider this correspondence as the Chemung County Department of Social Services request to renew the Chemung County Department of Veterans Affairs Memorandum of Understanding.

Under this agreement, the Department of Social Services will reimburse the Department of Veterans Affairs for expenses not to exceed \$15,000 per year for the two-year term of January 1, 2024 to December 31, 2025. This figure represents the portion of DSS related clients served by the Department of Veterans Affairs.

The Chemung County Department of Veterans Affairs will continue to provide information, assistance, referral and claim(s) representation to veterans, dependents, survivors and other claimants for benefits provided by federal, state or local legislation. Additionally, Veterans Affairs advocates for veterans, dependents, survivors, etc., to insure any benefit is maximized.

Please contact Commissioner Brian Hart at 1-607-737-5501, if you have any questions. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing various Providers of Mental Health Services on behalf of the Chemung County Department of Mental Hygiene (Federal Salary Sharing funds)

Resolution #: 24-086
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal. Prior Resolution No. 23-063 (January 1, 2023 to December 31, 2023)

ATTACHMENTS:

File Name	Description	Type	Upload Date
Various Federal Salary Sharing 2024-2025.doc	Federal Salary Sharing Funds	Cover Memo	1/28/2024



**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 / Jennifer Furman, Deputy 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: November 27, 2023

RE: **2024-2025 Various Providers - Federal Salary Sharing Funds**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew resolution no. 23-063 to issue Federal Salary Sharing Funds to Various Providers of Mental Health Services.

The Department of Mental Hygiene has allocated \$200,000 per year in 100% Federal Salary Sharing funds in which we are requesting to distribute to Various Providers in 2024 and 2025. Examples of providers in receipt of Federal Salary Sharing funds may include, but is not limited to;

- The iMatter Foundation
- Family Services of Chemung County
- Catholic Charities
- CCNY, Inc.
- Therapeutic School Based Mental Health

Federal Salary Sharing funds can only be utilized for services related to the Office of Mental Health, Office of Alcoholism and Substance Abuse Services, and Office for People with Developmental Disabilities.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreements with various vendors for supplemental staffing services on behalf of the Chemung County Nursing Facility (RFP-2595)

Resolution #: 24-087
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Nursing Facility requested supplemental bids for Agency workers to supplement staffing levels to comply with minimum staffing regulations since current awarded bidders are not able to supply the staff needed. Evaluations were completed and bids were awarded to the highest scoring companies. Multiple bids were accepted to ensure that the facility can get adequate staff. Bid evaluation is attached.

Ascendo Healthcare Staffing, Care Stat Staffing LLC, Highland Staffing LLC, SGA H. Care Staffing, Health Advocates Network Inc d/b/a Staff Today for Chemung County Nursing Facility Staffing Supplemental Proposal.

ATTACHMENTS:

File Name	Description	Type	Upload Date
RFP-2595_Evaluation_-_Summary.xlsx	Evaluation	Cover Memo	1/29/2024

RFP-2595 Chemung County Nursing Facility Staffing Supplemental Proposal
1/29/2024

EVALUATION SUMMARY

VENDORS	Final Total Score	They are asking for differential for rates and weekend rates that were not noted in the bid. Probably should not use this agency
Care Stat Staffing LLC	111.25	
Cross Country Healthcare	26.70	
Ascendo Healthcare Staffing	146.65	
Highland Staffing LLC	126.40	
SGGA H. Care Staffing	116.35	
Health Advocates Network Inc DBA-Staff Today	113.75	

EVALUATIONS

Evaluation for Care Stat Staffing LLC

Evaluator #3

Rubric Component		Percentage	Final Score	Comments
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	85	30%	25.5	has not been able to provide staff in the past communication has not been good in the past
Specific knowledge and expertise with similar projects;	85	20%	17	
Overall qualifications and experience	95	20%	19	personnel changed and CCNF wasn't notified very good pricing
Key personnel assigned to project;	65	15%	9.75	
Price proposal	100	15%	15	
TOTAL SCORE			86.25	

Evaluator #2

Rubric Component		Percentage	Final Score	Comments
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	10	30%	3	Has not secured any candidates for the facility's need
Specific knowledge and expertise with similar projects;	10	20%	2	
Overall qualifications and experience	10	20%	2	Communication is limited

Key personnel assigned to project;	10	15%	1.5
Price proposal	20	15%	3
TOTAL SCORE			11.5

Recruiters do not reach out nor respond to blanket emails of needs.

Evaluator #1

Rubric Component - Care Stat Staffing LLC		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	15	30%	4.5
Specific knowledge and expertise with similar projects;	15	20%	3
Overall qualifications and experience	15	20%	3
Key personnel assigned to project;	10	15%	1.5
Price proposal	10	15%	1.5
TOTAL SCORE			13.5

Comments

Company has not been able to provide any consistant staffing to us in the past

Inconsistent with communication

Evaluations for Cross Country Healthcare

Evaluator #3

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	0	30%	0
Specific knowledge and expertise with similar projects;	0	20%	0
Overall qualifications and experience	0	20%	0
Key personnel assigned to project;	0	15%	0
Price proposal	0	15%	0
TOTAL SCORE			0

has not been able to provide staff in the past

communication has not been good

base rates are decent but client is asking for Weekend rates, differential pay and OT different than stipulated in the RFP

Evaluator #2

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	10	30%	3
Specific knowledge and expertise with similar projects;	10	20%	2
Overall qualifications and experience	15	20%	3

Recruiters are not responsive.

Key personnel assigned to project;	15	15%	2.25
Price proposal	15	15%	2.25
TOTAL SCORE			12.5

Unable to fill any needs

Evaluator #1

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	20	30%	6
Specific knowledge and expertise with similar projects;	20	20%	4
Overall qualifications and experience	15	20%	3
Key personnel assigned to project;		15%	0
Price proposal	8	15%	1.2
TOTAL SCORE			14.2

Unable to verify if they can provide staffing as needed

Pricing is high, and has higher weekend pricing which is not ideal for our operations

Evaluations for Ascendo Healthcare Staffing

Evaluator #3

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	98	30%	29.4
Specific knowledge and expertise with similar projects;	98	20%	19.6
Overall qualifications and experience	97	20%	19.4
Key personnel assigned to project;	100	15%	15
Price proposal	100	15%	15
TOTAL SCORE			98.4

Very responsive/provides staff for CCNF

recruiter is responsive and helpful

very good pricing

Evaluator #2

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	30	30%	9
Specific knowledge and expertise with similar projects;	30	20%	6
Overall qualifications and experience	25	20%	5

Great working relationship with recruiter. Can call after hours and still connect.

Excellent with aides. Limited with nurses.

experienced recruiter. Sometimes the quality of staff is questionable, but they work with the facility to find replacement. Not sure about their screening process.

Key personnel assigned to project;	30	15%	4.5
Price proposal	25	15%	3.75
TOTAL SCORE			28.25

Recruiter is great. Sometimes it is a slight delay in getting credentials over in order to start.

Not as great to find nurses but improving slowly. They do amazing with CNAs.

Evaluator #1

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	30	30%	9
Specific knowledge and expertise with similar projects;	20	20%	4
Overall qualifications and experience	20	20%	4
Key personnel assigned to project;	15	15%	2.25
Price proposal	5	15%	0.75
TOTAL SCORE			20

Provides most of the agency staffing to the facility currently

Very high cost

Evaluations for Highland Staffing LLC

Evaluator #3

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	98	30%	29.4
Specific knowledge and expertise with similar projects;	95	20%	19
Overall qualifications and experience	95	20%	19
Key personnel assigned to project;	98	15%	14.7
Price proposal	0	15%	0
TOTAL SCORE			82.1

Very responsive/provides staff for CCNF

recruiter is responsive and helpful

Extremely high price point - cost prohibitive

Evaluator #2

Rubric Component - Highland Staffing LLC	Score 1-5	Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	30	30%	9
Specific knowledge and expertise with similar projects;	30	20%	6

Very responsive. Weekends, after hours. Listens to our needs and actively seeks candidates to fill our needs.

Excellent staff- his screening is far superior to other companies. I have never had a bad, unprofessional staff member from this company.

Overall qualifications and experience	30	20%	6	experienced recruiter. Recruiter is very accessible to our facility. This company admits he charges more but reports that is why he has the best employees. He screens and only picks the best.
Key personnel assigned to project;	30	15%	4.5	
Price proposal	5	15%	0.75	
TOTAL SCORE			26.25	

Evaluator #1

Rubric Component		Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	25	30%	7.5	Currently provides a significant amount of agency staff
Specific knowledge and expertise with similar projects;	20	20%	4	
Overall qualifications and experience	20	20%	4	
Key personnel assigned to project;	15	15%	2.25	Way too high to even use
Price proposal	2	15%	0.3	
TOTAL SCORE			18.05	

Evaluations for SGA H. Care Staffing

Evaluator #3

Rubric Component	Score 1-5	Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	85	30%	25.5	Not sure - never dealt with this agency
Specific knowledge and expertise with similar projects;	85	20%	17	Per bid information seems adequate (large list of clients)
Overall qualifications and experience	85	20%	17	Per bid information seems adequate
Key personnel assigned to project;	85	15%	12.75	Per bid information seems adequate
Price proposal	99	15%	14.85	very good price point
TOTAL SCORE			87.1	

Evaluator #2

Rubric Component		Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	10	30%	3	Not responsive. Has not filled our needs.
Specific knowledge and expertise with similar projects;	10	20%	2	unknown
Overall qualifications and experience	10	20%	2	unknown

Key personnel assigned to project;	10	15%	1.5	Inadequate key personnel
Price proposal	15	15%	2.25	
TOTAL SCORE			10.75	

Evaluator #1

Rubric Component		Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	20	30%	6	Unabel to verify ability to meet staffing demand
Specific knowledge and expertise with similar projects;	20	20%	4	
Overall qualifications and experience	20	20%	4	
Key personnel assigned to project;	15	15%	2.25	
Price proposal	15	15%	2.25	
TOTAL SCORE			18.5	

Evaluations for Health Advocates Network Inc dba Staff Today

Evaluator #3

Rubric Component		Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	85	30%	25.5	Not sure - never dealt with this agency
Specific knowledge and expertise with similar projects;	85	20%	17	Per bid information seems adequate (large list of clients)
Overall qualifications and experience	85	20%	17	Per bid information seems adequate
Key personnel assigned to project;	85	15%	12.75	Per bid information seems adequate
Price proposal	90	15%	13.5	decent price point
TOTAL SCORE			85.75	

Evaluator #2

Rubric Component		Percentage	Final Score	
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	10	30%	3	Not responsive. Has not filled our needs.
Specific knowledge and expertise with similar projects;	10	20%	2	unknown
Overall qualifications and experience	10	20%	2	unknown
Key personnel assigned to project;	10	15%	1.5	Inadequate key personnel
Price proposal	15	15%	2.25	
TOTAL SCORE			10.75	

Evaluator #1

Rubric Component		Percentage	Final Score
Responsiveness of proposer in identifying and understanding needs of the County related to the objectives to be provided and approach;	25	30%	7.5
Specific knowledge and expertise with similar projects;	15	20%	3
Overall qualifications and experience	15	20%	3
Key personnel assigned to project;	10	15%	1.5
Price proposal	15	15%	2.25
TOTAL SCORE			17.25

Has been a challenge getting staffing from this company



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Catholic Charities, Inc. on behalf of the Chemung County Departments of Social Services and Mental Hygiene

Resolution #: 24-088
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024
Prior Resolution No 23-458

ATTACHMENTS:

File Name	Description	Type	Upload Date
Catholic Charities Memo 2024.pdf	Catholic Charities Memo 2024	Cover Memo	2/21/2024
Catholic Charities Budget 2024.pdf	Catholic Charities Budget 2024	Cover Memo	2/21/2024



CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
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BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive / County Legislature

CC: Brian Hart, Commissioner of Human Services / Jacqueline Canute, Director of Economic Security / Mindy Banfield, Director of Children and Family Services

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

DATE: January 16, 2024

RE: 2024 Catholic Charities, Inc Agreement

On behalf of the Departments of Social Services and Mental Hygiene, please consider this correspondence as our request to renew the Catholic Charities, Inc contract in 2024.

The Department of Social Services requests the following Catholic Charities programs:

- **The Samaritan Center program is requested to remain \$35,459 in 2024.** The Samaritan Center assists with food pantry services to those in need who are working and cannot access the pantry during normal hours of operation. Further, the Samaritan Center assists with prescriptions and other related health care services through collaboration with St. Joseph's Hospital. The Samaritan Center also assists with clothing and special needs assistance, i.e., bus tickets.
- **The Food Bank budget is requested to remain \$30,000 in 2024.** Catholic Charities will maintain the Food Bank of the Southern Tier and will distribute food, while providing community education and outreach services through 135 food pantries, soup kitchens and feeding programs in eight counties.
- **The Homeless Services program is requested to remain \$2,042,726 in 2024.** The Homeless Services program provides shelter, emergency services, and support services to all individuals and families who are homeless or at risk of being homeless. Please note in 2023, the program budget is substantially more due to the upcoming opening and operation of the dormitory style shelter and associated start-up costs.
- **The Homelessness During Inclement Winter Weather program, commonly referred to as Code Blue, is requested not to exceed \$500,000 in 100% state funds in 2024.** NYS OTDA set forth Executive Order #151 to all counties stating shelter must be open and in operation or provided anytime it is inclement weather, meaning 32 degrees or colder outside.

- **The Representative Payee Program budget is requested to remain \$37,960 in 2024.** The Representative Payee program will continue to support consumers' financial resources, and promote their independent management of their benefits to the greatest extent possible. Representative Payee Services will include receipt and disbursement of a consumer's monthly income, prioritized for the consumer's basic needs related to shelter, food, clothing, medical expenses, and a minimum need allowance.

The Department of Mental Hygiene funds the remaining programs, as follows;

Per the NYS Office of Mental Hygiene, Catholic Charities will receive state aid funding in the amount of \$588,611 for the following services;

- **Supported Housing:** These services are to ensure that individuals who are seriously and persistently mentally ill (SPMI) exercise their right to choose where they are going to live through residential services which are intended to locate and secure decent affordable extended care/ permanent housing in the community. There are various levels of housing including a community residence, supported and supportive housing with a priority given to individuals as follows; individuals with a court ordered AOT, State-operated psychiatric centers, State-operated residential programs (congregate treatment or congregate support facilities), Article 28 inpatient hospital units, Streets or homeless shelters, adult homes, and children's Residential Treatment Facilities (RTF).
- **Supported Housing Community Services/MICA:** This housing is a Scattered-site Housing Program for homeless, mentally ill/MICA individuals ages 18 and older.
- **Transition Management Services:** Chemung County residents are frequently hospitalized in psychiatric facilities for a period that is longer than necessary. Inpatient units often attribute this to difficulties in connecting their patients with the necessary outpatient follow-up and social services. activities will include, but not be limited to, assisting eligible clients with obtaining; Social Security eligibility, Public Assistance Eligibility, residential solutions, Medicaid eligibility, welfare employment exemptions (when recommended by inpatient treatment team), and veterans' benefits.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.

ATTACHMENT "B"

SCHEDULE IV

CATHOLIC CHARITIES, INC.
215 EAST CHURCH STREET
ELMIRA, NEW YORK 14901

1/1/2024-12/31/2024

ACCOUNT NO.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
DSS					
10-6010-0100-50408	Samaritan Center	\$35,459.00	\$17,729.50	\$8,864.75	\$8,864.75
10-6010-0100-50408	Food Bank	\$30,000.00	\$15,000.00	\$7,500.00	\$7,500.00
10-6010-0100-50408	Homeless Services and Dormitory Shelter	\$2,042,726.00	\$1,021,363.00	\$510,681.50	\$510,681.50
10-6010-0100-50408	Homelessness During Inclement Winter Weather	\$500,000.00	\$0.00	\$500,000.00	\$0.00
10-6010-0201-50408	Representative Payee Services	\$37,960.00	\$0.00	\$24,674.00	\$13,286.00
	TOTAL DSS	\$2,646,145.00	\$1,054,092.50	\$1,051,720.25	\$540,332.25
MH					
10-4310-4310-50408-4322	Drop In Center	\$3,616.00	\$0.00	\$3,616.00	\$0.00
10-4310-4310-50408-4322	Supported Housing Community Services	\$552,436.00	\$0.00	\$552,436.00	\$0.00
10-4310-4310-50408-4322	Transition Management Services	\$32,559.00	\$0.00	\$32,559.00	\$0.00
	TOTAL MH	\$588,611.00	\$0.00	\$588,611.00	\$0.00
TOTAL DSS & MH		<u>\$3,234,756.00</u>	<u>\$1,054,092.50</u>	<u>\$1,640,331.25</u>	<u>\$540,332.25</u>



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing Memorandum of Understanding with Cornell Cooperative Extension of Chemung County on behalf of various Chemung County Departments

Resolution #: 24-089
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal

ATTACHMENTS:

File Name	Description	Type	Upload Date
CCE MOU Local Share Memo 2024.doc	CCE Memo	Cover Memo	1/31/2024
CCE MOU Local Share Budget 2024.xls	CCE Budget	Cover Memo	1/31/2024



**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 / Jennifer Furman, Deputy County Executive /
County Legislature

CC: Brian Hart, Commissioner of Human Services

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

DATE: January 12, 2024

RE: **2024 Cornell Cooperative Extension Memorandum of Understanding**

On behalf of various Chemung County Departments, please consider this memo as our request to enter into a Memorandum of Understanding with Cornell Cooperative Extension.

The 2024 Memorandum of Understanding is requested not to exceed \$278,826 in local share funding and \$96,000 in in-kind rent. A Memorandum of Understanding is requested to document programming funded by local county share dollars. By completing a Memorandum of Understanding, Cornell Cooperative Extension will be eligible for a potential increase in State funding. State funding is awarded via a formula based on County (only) appropriations.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.

ATTACHMENT "B"

SCHEDULE IV

CORNELL COOPERATIVE EXTENSION
425 PENNSYLVANIA AVENUE
ELMIRA, NEW YORK 14904

1/1/2024 - 12/31/2024

Memorandum of Understanding

ACCOUNT NUMBER	DEPARTMENT	PROGRAM	2024 BUDGET	FEDERAL	STATE	LOCAL	IN-KIND
10-7310-7310-50408	Youth Bureau	4-H Youth Development	\$87,330.00	\$0.00	\$0.00	\$87,330.00	\$0.00
10-8730-50506.92	Soil and Water	Commercial Agriculture Vitality	\$19,647.00	\$0.00	\$0.00	\$19,647.00	\$0.00
10-8730-50506.92	Soil and Water	Agriculture Awareness	\$5,458.00	\$0.00	\$0.00	\$5,458.00	\$0.00
10-8730-50506.92	Soil and Water	Community Horticulture	\$5,458.00	\$0.00	\$0.00	\$5,458.00	\$0.00
10-8730-50506.92	Soil and Water	Agriculture Enhancement	\$36,382.00	\$0.00	\$0.00	\$36,382.00	\$0.00
10-8020-50408	Planning	Energy Commission	\$16,372.00	\$0.00	\$0.00	\$16,372.00	\$0.00
10-6010-0100-50408	DSS	Nutrition Outreach	\$47,540.00	\$0.00	\$0.00	\$47,540.00	\$0.00
10-8020-50408	Environmental Services	Solid Waste and Recycling Education	\$31,411.00	\$0.00	\$0.00	\$31,411.00	\$0.00
10-8020-50408	Environmental Services	Enhanced Solid Waste Education	\$29,228.00	\$0.00	\$0.00	\$29,228.00	\$0.00
N/A	N/A	In-Kind Rent: HRC Building - Office Space	\$96,000.00	\$0.00	\$0.00	\$0.00	\$96,000.00
N/A	N/A	In-Kind Rent: FairGrounds - Demonstration Garden	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cornell Cooperative Extension			\$374,826.00	\$0.00	\$0.00	\$278,826.00	\$96,000.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Cornell Cooperative Extension of Chemung County on behalf of the Chemung County Department of Mental Hygiene

Resolution #: 24-090
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024
Prior Resolution No 23-309

ATTACHMENTS:

File Name	Description	Type	Upload Date
CCE CVAC Memo 2024.pdf	CCE CVAC MEMO 2024	Cover Memo	2/21/2024



CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

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BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive /
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: January 16, 2024

RE: **2024 Cornell Cooperative Extension CVAC Renewal**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew the Chemung Volunteer Actions Corps (CVAC) contract with Cornell Cooperative Extension.

The NYS Office of Mental Health (OMH) 2024 award is \$59,087 in state aid funding. Cornell Cooperative Extension created Chemung Volunteer Actions Corps (CVAC) to provide volunteer education and training for the community. The Advocacy and Support program provides education to individuals in the community through volunteerism while also being provided to community agencies, especially those participating in the Chemung County Health partnership. This type of mental health support will result in enhanced engagement through community empowerment or health and wellness activities.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing a Memorandum of Understanding with the Chemung County Department of Aging and Long Term Care on behalf of the Chemung County Department of Mental Hygiene

Resolution #: 24-091
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024

Prior Resolution No. 23-298

ATTACHMENTS:

File Name	Description	Type	Upload Date
OFA Self Help Memo 2024.pdf	Self Help Memo	Cover Memo	2/21/2024



CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

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BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive /
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: January 16, 2024

RE: **2024 Self-Help Memorandum of Understanding**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew the Memorandum of Understanding with the Chemung County Department of Aging and Long Term Care.

Per the Office of Mental Health award letter, the Office of Aging and Long Term Care Self-Help program will receive \$3,555 in 100% state aid. The Self-Help program is provided to utilize rehabilitative and support activities based on the principle that people who share a common condition or experience can be of substantial assistance to one another. This program may take the form of mutual support groups and networks, or may be more formal self-help organizations that offer specific educational, recreational, social, or other program opportunities.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Memorandum of Understanding with the Elmira Psychiatric Center on behalf of the Chemung County Department of Mental Hygiene

Resolution #: 24-092
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Renewal for CY2024.

Of the awarded \$5,480 in state aid, CCMH will retain an administrative fee of \$548. Therefore, upon execution of this agreement, \$4,932 is available to EPC.

Prior Resolution No. 23-297

ATTACHMENTS:

File Name	Description	Type	Upload Date
EPC_Memo_2024.pdf	EPC Memo	Cover Memo	2/21/2024



CHEMUNG COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.

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BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Jennifer Furman, Deputy County Executive /
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: January 16, 2024

RE: **2024 Elmira Psychiatric Center Memorandum of Understanding**

On behalf of the Chemung County Department of Mental Hygiene, please consider this correspondence as our request to renew the Memorandum of Understanding with the Elmira Psychiatric Center for the period of January 1, 2024 through December 31, 2024.

Per the NYS Office of Mental Health funding letter, the state aid award to Elmira Psychiatric Center (EPC) is \$5,480 in 2024. The Elmira Psychiatric Center will continue to provide transportation services, such as payment of Taxi fees, gas cards, or direct mileage reimbursement, associated with youth respite.

Note, of the awarded \$5,480 in state aid, CCMH will retain an administrative fee of \$548. Therefore, upon execution of this agreement, \$4,932 as detailed above is available to EPC. All parties to the agreement must agree to any addendum or modification of these terms.

If you have any questions, please contact Commissioner Brian Hart at 1-607-737-5501. Thank you.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Supplemental Agreement #1 with Barton and Loguidice on behalf of the Chemung County Department of Public Works (CR23 Dry Brook Road Bridge)

Resolution #: 24-093
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

This agenda item requests Executive approval and Legislative authorization for Design Supplemental Agreement #1 for the CR23 Dry Brook Road Bridge project.

The following services will be added to the original agreement:

- Additional Hydraulic Analysis to reduce size of bridge opening (and cost.)
- R-O-W Design and Purchase
- Soil Borings increase - Had to drill rock, requiring additional mobilization
- Utility Coordination
- Stream Restoration and Work Zone Traffic Control Design
- Environmental Permitting
- Construction Support

Total cost of this supplemental design agreement is \$62,312. We have enough funds in the overall budget to cover this cost.

Please contact me with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

File Name	Description	Type	Upload Date
Chemung County Dry Brook Road - Supplement 1 1-11-24 ID 3040109 .pdf	Dry Brook Supplemental	Cover Memo	2/21/2024
Signed Contract Resolution 22-539.pdf	Signed Contract Resolution	Cover Memo	2/21/2024

January 11, 2024

Mr. Andrew P. Avery, P.E., Public Works Commissioner
Chemung County DPW
803 Chemung Street
Horseheads, New York 14845

Attn: Mr. Carl E. Martel, P.E.

Re: Dry Brook Road over Dry Brook (BIN 3331140)
Subj: Supplemental Agreement for Engineering, Right of Way, and Construction Support
Services
File: 626.013.001

Dear Mr. Avery:

Barton & Loguidice, D.P.C. (B&L) respectfully submits herewith Supplemental Agreement No. 1 for Dry Brook Road over Dry Brook Creek (BIN 3331140). This supplemental agreement includes additional engineering and design services required and previously discussed during the preliminary and final design phases of the project as well as proposed Construction Support and Right of Way phase services. The total amount requested with this Supplement No. 1 is \$62,312, increasing the overall Maximum Amount Payable (MAP) to \$132,312. We propose to complete these services on a cost and expense basis using B&L 2023 Billing Rates for work performed in 2023 and B&L 2024 Billing rates for work performed in 2024.

The following is a summary of the additional engineering, right of way, and construction support phase services:

Phase I – Site Data and Preliminary Design

D. Hydraulic Analysis \$5,544

It was originally assumed that the hydraulic analysis completed by Chemung County Soil and Water would be used for the project. The HEC-RAS model provided by the County was high-level and resulted in overly conservative results. Working with the County, more detailed stream sections were obtained and tied to the bridge survey, and the model was recreated for the existing and proposed conditions. The more detailed analysis was needed to lower the design high water compared with the previous analysis completed by the County.



G. Right of Way \$28,720

The County requested that right-of-way survey, incidentals, and acquisitions be added to B&L's scope of work. It is anticipated that two FEE acquisitions will be needed for the project. We proposed to complete incidentals and acquisitions phase services in-house with qualified ROW staff. Right-of-way survey including two acquisition maps will be completed by PJO Surveying. The Right of Way tasks will include the following services for the two parcels affected:

- Title research
- Right of way survey
- Right of way mapping
- Property appraisals
- Negotiations and acquisition

H. Subsurface Investigation \$3,200

Actual cost for soil borings was \$11,700 which was \$3,200 over the project budget. Rock core drilling was required and an additional mobilization was needed due to access issues at the site.

K. Utility Coordination \$876

B&L called in a dig safe design ticket, plotted utilities, and confirmed locations in the field.

Phase II – Final Design and Permitting

A. Final Plans \$9,278

Stream restoration and Work Zone Traffic Control plans were added to B&L's scope of work. The stream restoration work includes lowering the stream and installing cross vanes upstream and downstream

B. Environmental \$6,552

The County requested that environmental permitting be added to B&L's scope of work.

Environmental permitting will include:

- Desktop review and site visit
- Wetland delineation
- Joint Application Permit – USACE 404 Nationwide #3, NYSDEC Section 401 Water Quality
- Short Environmental Assessment Form (SEAF) parts 1, 2, and 3

Phase IV – Construction Support

Construction Support \$8,142

B&L will provide construction support including shop drawing review, on-site support (assume 4 total days), and provide the bridge inventory and as-built load rating form.



The additional fees requested above are summarized by staff, estimated hours, and hourly rates attached as Exhibit A.

Total Supplement 1 Fee Request:.....	\$ 62,312
Original Agreement Amount.....	\$ 70,000
New Agreement Amount.....	\$ 132,312

Upon review of this amendment request, please feel free to contact us with any questions. We can meet at your convenience if requested. If this supplement is acceptable, please countersign below for authorization to proceed with the additional services. Thank you for your consideration.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink that reads 'Matthew J. Schooley'.

Matthew J. Schooley, P.E.
Principal

JMW/jjb
Attachments

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Chemung County to proceed with the services described herein in accordance with the original agreement Terms and Conditions.

Chemung County

Date

Chemung County Dry Brook Road over Dry Brook - Supplement No. 1										Exhibit A	
	TITLE	MANAGER II	MANAGER II	PROFESSIONAL V	PROFESSIONAL IV	PROFESSIONAL II	TECHNICIAN V	TECHNICIAN III	TECHNICAL ASSISTANT II	LABOR	TOTAL
										TOTAL	
SCOPE OF SERVICE	EMPL RATE	WALCZAK \$205	DELORIA \$205	BISKO \$162	BLAKE \$146	LUPPINO \$120	KROWICKI \$136	POTTER \$111	BALDUZZI \$95		
Phase I - Site Data and Preliminary Design											
D. Hydraulic Analysis				18	18					36	\$5,544
G. Right of Way			64						30	94	\$15,970
K. Utility Coordination					6					6	\$876
Phase II: Final Design											
A. Final Plans and Specifications											
WZTC Detour Plan		2			2			20		24	\$2,922
Stream Restoration				24	2		16			42	\$6,356
B. Environmental Permits					12	40				52	\$6,552
Phase IV: Construction Support											
A. Administration (shop drawings)					8					8	\$1,168
B. Inspection (4 site visits)		8			24					32	\$5,144
H. As-Built Load Rating and Bridge Forms				1	8					9	\$1,330
HOURS TOTAL		10	64	43	80	40	16	20	30		
DOLLARS/HOUR		\$205	\$205	\$162	\$146	\$120	\$136	\$111	\$95		
SUB-TOTAL		\$2,050	\$13,120	\$6,966	\$11,680	\$4,800	\$2,176	\$2,220	\$2,850	\$303	\$45,862
LABOR TOTAL							\$45,862	<div>Barton & Loguidice</div>			
SUBSURFACE INVESTIGATION (TERRACON)							\$3,200				
ROW SURVEY (PJO Survey)							\$6,750				
ROW DNS (TITLE SEARCH, APPRAISAL, ETC)							\$6,000				
MILEAGE, TELEPHONE, REPRO							\$500				
SUPPLEMENT NO. 1 FEE ESTIMATE							\$62,312				



STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater; (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 22-539

**RESOLUTION AUTHORIZING AGREEMENT WITH BARTON & LOGUIDICE ON
BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS
(Design Services for replacement of Dry Brook Rd. Bridge – BIN 3331140)**

By: Strange

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Public Works has requested authorization to enter into an agreement with Barton & Loguidice ("B&L") for professional engineering and design services for the Dry Brook Road Bridge Replacement Project for an amount not to exceed \$70,000 (100% local share); and

WHEREAS, the County Executive and the Highway 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 an agreement with B&L for professional engineering and design services for the Dry Brook Road Bridge Replacement Project for an amount not to exceed \$70,000 (100% local share); and be it further

RESOLVED, that the agreement 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: Sweet, Brennan, Margeson, Donovan, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (13); Excused: Pastrick, Sonsire (2); Opposed: None (0)

RESOLUTION NO. 22-539

BACKGROUND INFORMATION

Requested by: Commissioner of Public Works

Purpose: to authorize agreement

Authority: Section 2703 of the Chemung County Charter

Funds involved: \$70,000

Approved by: Highway Committee, October 24, 2022

**STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:**

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 14th day of November 2022, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 15th day of November 2022.

**Cynthia G. Kalweit
Cynthia G. Kalweit, Clerk
Chemung County Legislature**



September 12, 2022

Mr. Andrew P. Avery, P.E., Public Works Commissioner
Chemung County Department of Public Works
803 Chemung Street
Horseheads, New York 14845

Re: Dry Brook Road over Dry Brook (BIN 3331140)

Subj: Proposal for Engineering Services

File: 703.4282

Dear Mr. Avery:

We have prepared this proposal for engineering services for the above-referenced bridge replacement project.

Attached, as Schedule A, is the proposed Scope of Services for the projects.

Attached, as Exhibit A, is our anticipated staffing requirements for the above referenced bridge replacement. We propose to complete these services on a cost plus expense basis using the 2022 Standard Billing Rates, with a fee ceiling of \$70,000 (see attached summary for breakdown of individual phases) as outlined in Exhibit "A". Although the individual phase amounts may change, the total project ceiling will not be exceeded without prior approval from Chemung County.

The existing crossing consists of a multiple steel girder jack-arch superstructure supported on cast-in-place concrete abutments. The existing bridge is load posted for 22 tons due to section loss and corrosion in the lower flanges of the steel girders. With no cost effective means to rehabilitate the existing bridge, the crossing will be replaced.

The scope of the proposed project is to remove and replace the existing bridge with a new crossing. The design scope of services assumes the replacement structure will consist of repurposed Tappan Zee panels installed on conventional cast-in-place concrete abutments founded on piles. The proposed bridge will carry standard lane and shoulder widths and will be designed to carry standard HL-93 loading.

The alignment of Dry Brook Road includes a non-standard 290-foot radius horizontal curve immediately north of the current bridge. In order to address the non-standard feature, two alignment alternatives will be considering during preliminary design, one that meets the minimum standard horizontal curve



Mr. Andrew P. Averey, P.E., Public Works Commissioner
Chemung County Department of Public Works
September 12, 2022
Page 2

radius, and one that meets or exceeds the minimum standard horizontal curve radius and allows for offline construction of the bridge. The latter alternative will require approximately 600 linear feet of total approach roadway reconstruction.

Based on our previous discussions, it is our understanding that the County intends to construct the bridge with County forces and does not anticipate going to public bid at this time. This may change depending on the execution of other projects by the County. Should the County decide to go to public bid for this project, the additional scope items associated with preparing bid-ready documents, assisting with bidding, and monitoring construction will be incorporated with a supplemental agreement.

Should this proposal meet with the approval of the County, you may consider this an Agreement. We have provided space below for signature by the County.

Please call should you have any questions regarding this.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Matthew J. Schooley, P.E.
Principal

JMW/jjb
Enclosure

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Chemung County to proceed with the services described herein in accordance with the Terms and Conditions proposed herein.



Christopher J. Moss
Chemung County Executive

Date

Schedule A - Scope of Services
Dry Brook Road over Dry Brook, BIN 3331140
Chemung County DPW
September 2022

General

A. Project Description and Location

Barton & Loguidice, D.P.C., proposes to provide engineering and construction support services for the replacement of the bridge carrying Dry Brook Road over Dry Brook (BIN3331140). County funds will be utilized for this project.

Project Name: Dry Brook Road over Dry Brook (BIN 3331140)

Project Description: The project includes replacement of the existing structure carrying Dry Brook Road and approximately 600 feet of total road reconstruction. The replacement structure is anticipated to utilize a repurposed Tappan Zee Panel superstructure, supported on conventional cast-in-place concrete abutments.

Project Location: Town of Chemung, Chemung County

Hereinafter, Barton & Loguidice, D.P.C., will be referred to as the ENGINEER and Chemung County as the OWNER.

B. Policy and Procedures

1. The design of this project shall be progressed in accordance with the current versions of the following documents issued by the NYSDOT:

- NYSDOT Standard Specifications for Construction and Materials
- NYSDOT Highway Design Manual - Volumes 1 and 2
- NYSDOT Manual of Uniform Traffic Control Devices
- NYSDOT Standard Specifications for Highway Bridges
- NYSDOT Standard Details for Highway Bridges/Culverts
- NYSDOT Engineering Instructions

2. Work on this project shall be divided into four phases:

Phase I Site Data and Preliminary Design
Phase II Final Design
Phase III Bidding
Phase IV Construction Administration and Inspection

3. The ENGINEER will render all services and furnish all materials and equipment necessary to provide the OWNER with Plans and other data specifically described below.

Phase I - Site Data and Preliminary Design

A. Design Survey

1. The topographic survey including stream sections will be completed by the OWNER and provided to the ENGINEER in ASCII format.

Topographic survey limits: 120-foot wide bandwidth beginning 250 linear feet south and ending 350 linear feet north of the existing bridge, measured along the existing road centerline.

Stream sections: 10 total stream sections, 5 upstream and 5 downstream, have been collected by the OWNER and will be provided in ASCII format.

B. Design Mapping

1. The design mapping will be completed by the ENGINEER.

C. Design Standards

1. The ENGINEER will determine the applicable design/geometric standards for the projects as required by the New York State Department of Transportation.

D. Hydraulic Analysis

1. A preliminary hydrology and hydraulic report was completed for the existing bridge and for a concept replacement structure by Chemung County Stormwater Coalition. This report will be used as a basis for hydraulic design. The ENGINEER will coordinate any updates, if required, for the proposed condition with Chemung County Stormwater Coalition.

E. Evaluation of Alternatives

1. The ENGINEER will identify and make rudimentary evaluations of alternatives. These evaluations will not be carried beyond the point of establishing the feasibility and cost of each alternative.

Estimate 2 horizontal alignment alternatives will be evaluated.

2. The ENGINEER will evaluate one structure replacement alternative. It is assumed that the existing crossing will be replaced with a single span structure consisting of Tappan Zee Panel superstructure supported on cast-in-place concrete abutments.

F. Preliminary Plan

1. The ENGINEER will prepare a preliminary plan showing geometric layout of the proposed structure, transverse section of the proposed bridge, alignment and profile to the OWNER for review and approval.

G. Right-of-Way

1. ROW survey will not be performed. Approximate ROW lines, obtained from Chemung County GIS tax parcel data, will be depicted on construction drawings.
2. ROW acquisitions or easements, if required, will be obtained by the OWNER.

Estimate 1 ROW FEE taking will be required.

H. Subsurface Investigation

1. The ENGINEER will procure a subcontractor to perform two soil borings at the site.

I. Owner Review

1. The ENGINEER will meet with the OWNER to discuss the preliminary design submittal and make revisions as necessary.

J. Utility Coordination

1. The OWNER will perform utility coordination for the relocation of utilities in conflict with the proposed design.

Phase II - Final Design

A. Final Plans and Specifications

1. The ENGINEER will develop final drawings and assemble technical specifications. It is assumed that construction will be by County forces and bid ready contract documents will not be required. Should the County decide to publicly bid the project, preparation of bid ready contract documents will be added to the project scope with a supplemental agreement.
2. The ENGINEER will prepare final drawings to show the limits of the work to be performed by the Owner on the PROJECT hereinafter called "Drawings" and the Specifications. The drawing and specifications will utilize English units and will reference the most recent updated of the NYSDOT Specifications. The Drawings will include the following:

- Title Sheet
- General Notes, survey control
- Miscellaneous Details
- Roadway Plan/Profile/Typical Section
- Bridge plan and elevation
- Excavation and removal plans and sections
- Pile layout plan and details
- Abutment plan, elevation, and reinforcement details
- Superstructure details
- Railing layout and details

Assume Level 1 load rating will not be required.

B. Environmental Permits

1. The OWNER will determine whether the streams are considered navigable and what, if any, permits are required. The OWNER will complete the necessary permit application forms.

Estimate 1 New York State Department of Environmental Conservation/ Army Corps of Engineers Joint application of Permit" will be required.

2. The OWNER will complete any needed environmental site visits to collect and document necessary information to support the joint permit.

Phase III - Bidding

A. Bidding

1. It is assumed the project will be constructed with County forces and a public bid will not be required. Should the County decide to publicly bid the project, bidding assistance will be added to the project scope with a supplemental agreement.

Phase IV – Construction Administration and Inspection (By supplemental agreement)

A. Administration

1. The ENGINEER will review and approve Shop Drawings and samples, the results of tests and inspections and other data for compliance with the design concept of the PROJECT; determine the acceptability of substitute materials and equipment proposed by the OWNER.

B. Inspection

1. The ENGINEER will make milestone site visits to observe as an experience and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the design; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction or the safety precautions and programs employed.

Estimate 2 site visits will be required during construction.

2. The ENGINEER will conduct an inspection to determine if the PROJECT is substantially complete, and to determine if the PROJECT has been completed in accordance with the DRAWINGS.

Exhibit A

SCOPE OF SERVICE		EXECUTIVE MANAGER	MANAGER II	MANAGER I	PROFESSIONAL V	PROFESSIONAL IV	TECHNICIAN VI	TECHNICAL ASSISTANT II	HOURS TOTAL	DOLLARS TOTAL
TITLE	EMPL. RATE									
General										
A. Project Familiarization and Site Visit									13	\$1,682
B. Meetings									20	\$3,224
C. Cost & Progress Reporting									19	\$2,802
Phase I - Site Data and Preliminary Design										
A. Design Survey (By County)									1	\$170
B. Design Mapping									25	\$3,314
C. Design Standards									12	\$1,714
D. Hydraulic Analysis (By County)									5	\$730
E. Evaluation of Alternatives									40	\$5,554
F. Preliminary Plan									19	\$2,778
G. Right of Way									1	\$170
H. Subsurface Investigation									6	\$756
I. Owner Review (Included in General B)										
K. Utility Coordination (By County)										
Phase II: Final Design										
A. Final Plans and Specifications										
Title:									3	\$422
Typical Sections:									11	\$1,610
General Notes									8	\$857
WZTC (By County)										
Geometry Layout Plan:									10	\$1,348
Miscellaneous Tables & Details									18	\$2,396
Plans:									21	\$2,918
Profile:									8	\$1,178
Bridge Plan									18	\$2,456
Removal Plan									14	\$1,992
Excavation Plan									16	\$2,396
Excavation Sections									15	\$2,162
Pile Layout Plan and Elevation									18	\$2,422
Abutment Plan and Elevation									20	\$2,762
Substructure Reinforcement Details									20	\$2,762
Superstructure Reinforcement Details									17	\$2,226
Railing Layout									17	\$2,226
Railing Details									9	\$1,218
Templated Cross Sections:									9	\$1,218
B. Environmental Permits (By County, B&L assist)									5	\$674
Phase III: Bidding										
A. Bidding (Assume not required)										
Phase IV: Construction Administration and Inspection										
By supplemental agreement										
HOURLY TOTAL	9	11	72	12	172	154	9	439		
DOLLARS/HOUR	\$270	\$183	\$170	\$140	\$126	\$131	\$82			
HOURLY TOTAL	\$2,430	\$2,013	\$12,240	\$1,680	\$21,852	\$20,114	\$738			\$80,347
LABOR TOTAL										
SUB-CONSULTANT / OUTSIDE SERVICES, BOT, BORING										
REIMBURSABLE EXPENSES (TOOLS, ETC.)										\$4,500
MATERIAL TELEPHONE NUMS										\$400
PER ESTIMATE										\$70,447
PROPOSAL FEE (Maximum Amount Payable)										\$70,000

Barton
& Loguidice

**STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of Bridge New York 2023 funding from the New York State Department of Transportation on behalf of the Chemung County Department of Public Works

Resolution #: 24-094
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

DPW seeks Executive Approval and Legislative Authorization to apply for and accept Bridge NY 2023 (also known as Bridge NY 5) funding for the following bridge and culvert structures:

BIN 3331590 Hibbard Road
BIN 3332110 Benjamin Road (west)
BIN 3332140 Jackson Hollow Road
CIN CR29C25 Dry Run Road
CIN CR41C12 Federal Road

More detailed information, included estimated cost for each, can be found in the attached spreadsheet. It is unlikely we will be awarded all 5 structures, but 2 bridges and 1 culvert is a possibility.

I have also attached 2 photos for each structure.

Total grant application is for \$11,056,001, with a \$432,001 match

ATTACHMENTS:

File Name	Description	Type	Upload Date
BNY5 CountyProjects_Rev_1-4-24.xlsx	BNY5 County Projects	Cover Memo	1/29/2024
BNY_ConditionPhotos_2024.pdf	BNY Condition Photos	Cover Memo	1/29/2024

2024 BRIDGE NY PROGRAM APPLICATIONS - CHEMUNG

Bridge Applications

Bridge Identification Number (BIN)	Feature Carried	Location	Requested Funding (95%)
3331590	Hibbard Road	Town of Big Flats	1.7 Mil
3332110	Benjamin Road	Town of Veteran	2.59 Mil
3332140	Jackson Hollow Road	Town of Van Etten	3.88 Mil

Culvert Applications

Culvert Identification Number			RF (100%)
CR29C25	Dry Run Road	Town of Southport	1.22 Mil
CR41C12	Federal Road	Town of Baldwin	1.25 Mil

COUNTY	
Local Match (5%)	Project Description
\$85,001.00	Superstructure Replacement
\$137,000.00	Complete Replacement
\$194,000.00	Complete Replacement
LM (0%)	
\$0.00	Complete Replacement
\$0.00	Complete Replacement



COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS
803 CHEMUNG STREET
HORSEHEADS, NY 14845-2288
Ph: 607.739.3896 Fx: 607.796.2146
www.chemungcounty.com

BRIDGE-NY 2024

Bridge & Culvert
Condition Photos



Hibbard Road Bridge - Town of Big Flats
Superstructure Replacement



Hibbard Road Bridge - Town of Big Flats
Superstructure Replacement



Benjamin Road (East) - Town of Veteran Complete
Replacement



Benjamin Road (East) - Town of Veteran Complete
Replacement



COUNTY OF CHEMUNG
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BRIDGE-NY 2024

Bridge & Culvert
Condition Photos



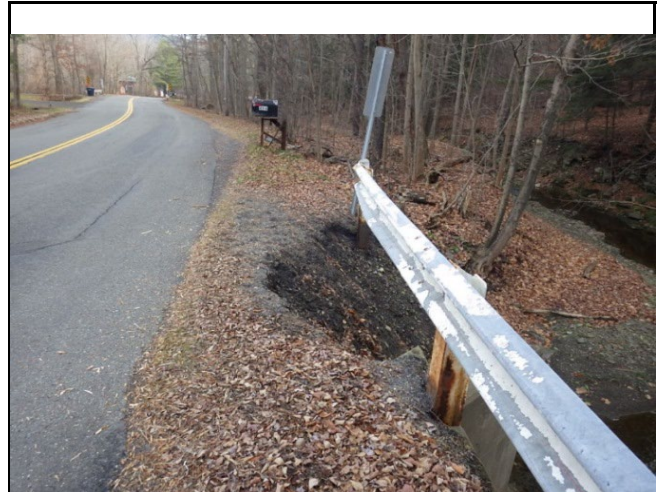
Jackson Hollow Road - Town of Van Etten
Complete Replacement



Jackson Hollow Road - Town of Van Etten
Complete Replacement



Dry Run Road Culvert - Town of Southport



Dry Run Road Culvert - Town of Southport



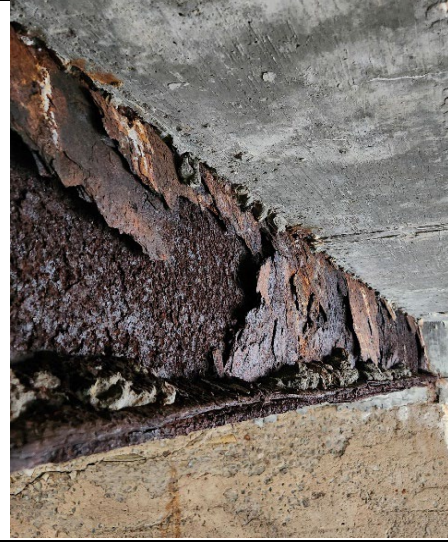
COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS
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HORSEHEADS, NY 14845-2288
Ph: 607.739.3896 Fx: 607.796.2146
www.chemungcounty.com

BRIDGE-NY 2024

Bridge & Culvert
Condition Photos



Federal Road Culvert - Town of Baldwin



Federal Road Culvert - Town of Baldwin



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with the Corning Council for Assistance and Information to the Disabled, Inc. d/b/a A.I.M. on behalf of the Chemung County Veterans Affairs Office (Court Peer To Peer Mentoring Services)

Resolution #: 24-095
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Request approval of Agreement between The County of Chemung and the Corning Council For Assistance and Information To The Disabled, INC., AIM for Peer To Peer Mentoring Services to Veterans participating in the Chemung County Drug Treatment Court.

ATTACHMENTS:

File Name	Description	Type	Upload Date
AIM Draft Agreement 2024.docx	AIM Draft	Cover Memo	1/31/2024
Dwyer Project Proposal 2024.docx	Dwyer Project	Cover Memo	1/31/2024

A G R E E M E N T

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

AND

**CORNING COUNCIL FOR ASSISTANCE AND INFORMATION TO THE DISABLED, INC.,
AIM
271 EAST FIRST STREET
CORNING, NEW YORK, 14830**

(hereinafter referred to as the **PROVIDER**).

W I T N E S S E T H

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

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

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

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

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

TERM OF AGREEMENT

1. This Agreement shall become effective **1/1/2024** and shall terminate on **12/31/2024**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

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

The total budgeted for this Agreement shall not exceed the sum of **TEN THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$10,216.00)**.

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

RELATIONSHIP AS INDEPENDENT PROVIDER

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

the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

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

COMPLIANCE WITH APPLICABLE LAWS

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

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

NEW FEDERAL OR STATE REQUIREMENTS

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

RECORDS RETENTION

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

CONFIDENTIALITY

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

GRIEVANCES/FAIR HEARINGS

9. The PROVIDER shall establish a system through which recipients may present grievances about the operation of the service system. The PROVIDER will advise all recipients of this right and will also advise applicants and recipients of their right to appeal.

For Chemung County Department of Social Services (DSS) Contracts only, the following is agreed:

(a) in the case of DSS contracts, the COUNTY shall be responsible for establishing the standards, policies and procedures for determining eligibility of persons for services purchased by DSS in accordance with NYS Social Services Law and the Regulations of New York State Department of Social Services, and DSS shall retain continuing, basic responsibility for determining the eligibility of persons for such services.

(b) Further, for DSS purchased services, the COUNTY shall notify applicants for or recipients of care and services of their right to a Fair Hearing to appeal the denial, reduction or termination

of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a Fair Hearing, the NYS Department of Social Services will provide such a hearing through its regular Fair Hearing procedures.

(c) The COUNTY working through the State Department of Social Services shall be responsible for establishing Fair Hearing Procedures, holding Fair Hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determination decisions. The COUNTY shall provide the PROVIDER with copies of its decision.

(d) The PROVIDER upon request of the COUNTY shall participate in appeals and Fair Hearings as witnesses when necessary for a determination of the issues.

FEES

10. The PROVIDER will retain all fees collected from eligible individuals or other entities required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees collected. The collection of such fees is solely the responsibility of the PROVIDER.

It is further understood and agreed that in the event that the actual fees or contributions collected by the PROVIDER exceed the estimated amount as stated in the attached budget that such fees may, with the mutual written consent of the parties hereto, be used to expand the services provided by the PROVIDER and to increase the amount of gross expenditures by amending this budget with the approval of the COUNTY and the appropriate State Agency.

SANCTIONS/NON-REIMBURSEMENT

11. If the appropriate State Agency shall sanction and/or fail to approve full reimbursement to the COUNTY for payments made hereunder by the COUNTY to the PROVIDER (including sanctions), for expenditures made during the term of this Agreement, then the COUNTY may deduct and withhold from any payment due the PROVIDER an amount equal to the reimbursement denied by the appropriate State Agency, and the COUNTY's obligation hereunder shall be reduced by such amounts. This shall apply to sanctions or disapprovals due to error, actions or omissions of the PROVIDER only.

FISCAL AND STATISTICAL REPORTS

12. The PROVIDER agrees to make fiscal and program statistical reports at times prescribed and in a format prescribed by the COUNTY. The County Treasurer shall pay the funds appropriated by the COUNTY for said project and the County Treasurer is hereby authorized by this Agreement to pay such funds in the sum as stated in paragraph two upon authorization of the COUNTY who shall request payment in the manner required for this project.

DOCUMENTATION

13. The PROVIDER agrees to document and maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with generally accepted accounting principles) and the PROVIDER shall turn over, upon demand by the COUNTY, all such documentation to the COUNTY.

CASE RECORDS AND REPORTING REQUIREMENTS

14. The PROVIDER shall maintain individual case records for each participant and other program statistical records as may be required by the COUNTY and the relevant State agency. All case records, summaries, statistics and other records and reports shall be maintained or submitted in a manner satisfactory to the COUNTY and/or the relevant state department or agency. The individual case records for each participant shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2 and other laws, regulations or guidelines of the Federal, State or local government and its agencies.

A. The COUNTY shall develop, in cooperation with PROVIDER, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements. The COUNTY and the PROVIDER shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this Agreement.

B. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY and State and/or Federal personnel or their authorized representatives. The PROVIDER agrees that it shall make available for audit and inspection by the COUNTY or designated agent, all financial and program records and cooperate with the review or audit entity.

ANNUAL AUDIT

15.

A. The PROVIDER shall submit to the COUNTY its annual audit and, if the agency has a fiscal year other than January 1 through December 31, the PROVIDER will submit a supplemental fiscal report, which provides an exclusive accounting of COUNTY funding for the calendar year January 1 through December 31.

B. Designated representatives of the COUNTY and authorized State agencies shall have access to persons eligible for the services herein and to the records of persons for the purposes of the proper discharge of its responsibilities under this Agreement.

INSPECTION OF BOOKS AND RECORDS

16. The PROVIDER agrees to maintain program records required by the COUNTY and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the COUNTY.

CLAIMS, PAYMENTS AND AUDITS

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

INSURANCE

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

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

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

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

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

HOLD HARMLESS INDEMNIFICATION

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

NEPOTISM/CONFLICT OF INTEREST

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

TERMINATION

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

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

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

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

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.
(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

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

NON-DISCRIMINATION

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

FOR CONTRACTS RECEIVING STATE FUNDING

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

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

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

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

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

EXECUTORY BASED ON AVAILABILITY OF MONIES

23. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any

representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

COOPERATION

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

SECTARIAN PURPOSES

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

LOBBYING

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

GENERAL PROVISIONS

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

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

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

30. The following additional schedules are attached and made a part hereof: **Exhibit 2;**

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

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**CHRISTOPHER J. MOSS
CHEMUNG COUNTY EXECUTIVE**

DATE: _____

**CORNING COUNCIL FOR ASSISTANCE
AND INFORMATION TO THE DISABLED, INC.
AIM**

BY: _____

**Authorized Signature
Title**

Phone: _____

**Attachment A = Service Description/Protocols
Attachment B = Budgets
Attachment C = Insurance Certificate
Attachment D = Payment Schedule(s)
Attachment E = Compliance Plan
Attachment F = Confidentiality & Information Security Policy
Appendix I = Reporting Requirements
Exhibit #1 = Insurance Requirements
Exhibit #2 = Business Associate Agreement
Exhibit #3 = CMS Letter
Exhibit #4 = Authorizing Resolution**

Dept. Head Approval/Initials: _____

ATTACHMENT "A"

PROGRAM DESCRIPTION

Request

AIM Independent Living Center respectfully requests \$10,216 in Dwyer Grant funds to maintain its expanded Veteran Advocate Program. Without this support, AIM's Veterans Advocate Program funding levels only support 35 staff hours per week. Supplemental support from the Dwyer Grant increases staff hours to 40 per week. AIM's request also includes supervision, fringe, travel, marketing, supplies and administration costs.

Veteran Advocate Program Description

AIM's Veteran Advocate program is designed to meet the service and support needs of the veterans in our community and to prioritize veterans of every demographic, including those who are justice-involved or at risk of justice involvement. Since its inception in 2019, AIM's program has been funded, in part, by the New York State Division of Veterans' Services.

Specifically, AIM's program provides the following:

- Support and assistance involving legal issues and/or drug and alcohol abuse.
- Guidance related to securing and/or retaining long- and short-term housing.
- Navigation of educational and vocational opportunities.
- Encouragement, accountability, and peer support.
- Independent living skills training and development.
- Self-care awareness.
- Guidance with transportation barriers.
- Outreach, workshop, and events planning.
- Navigation of social systems and access to resources.

AIM's Veteran Advocate is required to be a veteran themselves, as being a peer allows for the natural development of a mentoring relationship. Through shared experiences, such relationships can offer not only support but also companionship, relatability, and accountability. Regular connections with veterans can also promote thought-provoking discussions that encourage self-discovery and personal, professional, and academic growth. This support walks hand in hand with the ability to recognize and find creative solutions to barriers.

How Dwyer Funds Will Help

Supplemental support from the Dwyer Grant will allow AIM to increase the total number of local veterans served. In addition to providing the services mentioned above, AIM will provide social opportunities to veterans and dedicate additional time to working directly with the county's veteran treatment court. From 2019-22, AIM has assisted 17 veterans who were connected to the county's treatment court.

Also, we believe the funds will reduce staff turnover because the Veteran Advocate's pay will increase more than \$5,000. A reduction in turnover will improve continuity of service and improve veteran outcomes.

Service Delivery

The AIM's Veteran Advocate works 8 a.m.-5 p.m. Monday-Friday. They are available outside of those hours by appointment, when needed. The program serves any military veteran who needs assistance, including those with other-than-honorable discharges.

Documentation & Service Records:

- Individual and group sessions, education forums, community and professional referrals, linkages, case progression, and outreach activities will be documented by the AIM Veteran Advocate staff that performed the activity.
- Staff will maintain files with copies of releases, notes, and referrals.
- Applicable information will be documented in CIL Suite (AIM's record keeping database). This includes goals, progress notes, and referrals.

Program Planning & Oversight

AIM's Veteran Advocate meets weekly with AIM's Veteran Directed Care Manager. Meetings include a review of data for trends, strategies to increase services, solutions to barriers, program development and outcomes.

Staff Qualifications:

- The Veteran Advocate must be a veteran.
- Computer Literacy: skilled with MS Office, MS Outlook, and internet research.
- Knowledge of systems, organizations, and community-based veteran resources.
- Strong communication skills, to include the ability to provide information to individuals of varying cognitive ability, background, and demographics.

Reporting and Program Outcome Metrics

AIM submits quarterly and annual reports to the New York State Division of Veterans' Services. Reports include number of veterans served in reporting period, nature of services provided, veteran demographic served, and organizations and connections made. Similar data can be provided to Chemung County if requested.

Project Expenses

Personal Services: \$6,575. This line item accounts for the direct allocation of the Veteran Advocate for five hours per week (\$5,200; the Veteran Advocate's wage is \$20/hour), and 2.5% of the Veteran Directed Care Manager's wage (\$1,375; wage is \$55,000/year) for increased supervision.

- Fringe (20%): \$1,315.

Program Supplies: \$500. For costs associated with education, training, and planned program activities. Activities include costs associated with programs, events, outings, educational workshops, and gatherings that allow for veteran inclusion, socialization, strengthening life skills, personal growth, goal setting and civil integration.

Travel: \$500. For the costs associated with mileage reimbursement for program staff and or gas cards for veterans who volunteer to take others to social events. Program costs were derived using AIM's mileage reimbursement rate of .585 per mile and comparing the total miles to similar programs administered by AIM.


Printing: \$250. Copying and printing costs associated with the program.

Marketing: \$250. Costs associated with marketing of the program.

Agency Administration: \$826. This line item accounts for 8.8% of direct grant costs, which cannot be directly allocated to the program. Costs include general operating insurance, executive leadership, maintenance, administration, and IT support.

Total: \$10,216

ATTACHMENT "C"

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/26/2023		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Perry & Carroll Inc 100 W. Church Street P.O. Box 307 Elmira NY 14902-0307			CONTACT NAME: Sarah Bide PHONE (A/C, No, Ext): (607) 734-4291 FAX (A/C, No): (607) 737-2627 E-MAIL ADDRESS: sbide@perrycarroll.com			
INSURED Coming Council For Assistance and Information For The Disabled Inc. DBAAIM Independent Living Center 271 E 1st St Coming NY 14830-2924			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Cincinnati Insurance Co.		10677	
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
INSURER F:						
COVERAGES CERTIFICATE NUMBER: 23-24 GL/Auto/Umb REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	ETD0526181	02/28/2023	02/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ETA0526172	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		ETD0526181	02/28/2023	02/28/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured applies per policy terms and conditions.						
CERTIFICATE HOLDER Chemung County 425 Pennsylvania Avenue Elmira NY 14902				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.						

ATTACHMENT “D”
Payment Schedule

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

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
Veteran Advocate Services	Veteran Affairs	As Requested

COUNTY OF CHEMUNG

Compliance Plan

(Medicare, Medicaid & Insurance
Plans)

for

EMPLOYEES, CONTRACTORS &
AGENTS

Index

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- II. Code of Conduct**
- III. Standards, Rules and Procedures to Promote Compliance**
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Compliance Officers
Compliance Committee**
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- VI. False Claims Act and Whistleblower Protections**
- VII. Compliance Related Education and Training**
- VIII. Monitoring, Auditing and Reporting Systems**
- IX. Enforcement and discipline for non-compliance**
- X. Program Modifications to Enhance Compliance and Effectiveness**
- XI. Disciplinary Process for Code of Conduct or Compliance Plan Violations**
- Attachment A Code of Conduct**
- Attachment B Federal and New York Statutes Relating to Filing False Claims**
- Attachment C Medicaid Self Disclosure Guidance**

NOTE: The Compliance Plan and its attachments are posted on the County's intranet site under Public Information Office. This site is accessible by all County employees.

R- 1/20 (3/00, 11/07, 12/09, 6/11, 11/13, 11/14, 2/18)

COUNTY OF CHEMUNG

Compliance Plan: Medicare, Medicaid & Insurance Plans

I. Compliance Program Overview

- A. This document summarizes the overall Compliance Plan and Compliance Program for the applicable departments and services sponsored by the County of Chemung that receive Medicaid, Medicare or third party insurance reimbursement, either directly or indirectly. Specifically, this Plan pertains to services provided at the Chemung County Health Center, including Health Department and Nursing Facility, and at the Chemung County Human Resource Center, including Departments of Social Services, Mental Hygiene and Department of Aging and Long Term Care. It sets forth applicable policies regarding compliance with state and federal laws, rules and regulations pertaining to Corporate Compliance, Medicaid Compliance Program, false claims acts, ethics, personal conduct and quality assurance. It is Chemung County's philosophy and policy to comply strictly with the letter and spirit of all laws and ethical standards applicable to the business of county government. In furtherance of this end, this document specifies particular policies, practices and the overall plan to promote compliance by employees, contractors and agents of the County.
- B. This Compliance Plan is intended to implement an effective countywide Compliance Program that will prevent and detect fraud and abuse by organizing provider resources to resolve payment discrepancies and detect inaccurate billings as quickly and efficiently as possible and to impose systemic checks and balances to prevent further recurrences.
- C. A key purpose of this Plan is compliance with New York Medicaid regulations 18 NYCRR Section 521 and Social Services Law Section 363-d that state: "Every provider of medical assistance program items and services...shall adopt and implement an 'effective' compliance program."
- D. The County's Compliance Program shall consist of the following key elements:
- Written policies and procedures
 - Employees (Compliance Officers) who are vested with responsibility for day-to-day Compliance Program operation
 - Training and education of all affected employees and persons
 - Communication lines to the responsible compliance officials including Nursing Facility Administrator, Public Health Director, Human Services Commissioner, County Treasurer, Health and Human Services Chairperson, County Attorney, and County Executive
 - Disciplinary policies to encourage good faith Compliance Program participation
 - System to routinely identify compliance risk areas
 - System for responding to compliance issues as they arise
 - Policy of non-intimidation and non-retaliation for good faith Compliance Program participation

II. Code of Conduct

It is the County's policy to comply strictly with the letter and spirit of all laws and ethical standards applicable to the business of County departments and services, including those receiving Medicare and/or Medicaid funding.

Any employee, contractor or agent of the County, who believes that conduct by an individual or organization is not consistent with the requirements of applicable law or ethical standards or is otherwise not consistent with the requirements of this plan and the County's overall Compliance Program, shall be obligated to report the conduct to the designated Compliance Officer or to other County Administration officials including: Nursing Facility Administrator, Public Health Director, Human Services Commissioner, Department of Aging and Long Term Care Director, County Executive, County Attorney, Independent Auditors or New York State Office of the Medicaid Inspector General.

The **Code of Conduct** (Attachment A) is an integral part of the Compliance Plan. The County shall reasonably assist its employees, contractors and agents in all areas of compliance, including training and provision of Code of Conduct copies.

III. Standards, Rules and Procedures to Promote Compliance

It is the policy of the County to comply with all requirements of law and ethical standards. All employees, contractors and agents of the County shall strive to ensure that all activities undertaken by or on behalf of the County are in compliance with applicable laws and ethical standards.

As part of the County's Compliance Program, the Compliance Officers and other appropriate individuals shall define and articulate, from time to time, specific standards and procedures to promote compliance. Such standards shall be intended to provide guidance to assist in their compliance with applicable laws. However, such standards will not be viewed as exclusive or complete.

Notwithstanding the specific requirements stated in such standards, employees, contractors and agents shall be required to comply with all applicable laws and ethical requirements, whether or not specifically addressed in these policies or standards. If questions regarding the existence or interpretation of any law or ethical requirement shall arise, such question shall be directed to a department's designated Compliance Officer or other County Administrative Official.

IV. Compliance Oversight Responsibilities

General: The County, through its appointed department heads, shall maintain ultimate responsibility and authority for the Compliance Program. To this end, the County and its affected departments in the Health Center and Human Resource Center shall undertake at least the following activities:

- A. Appointment of Compliance Officers for the Health Center and Human Resource Center with input and advice from Department Heads;
- B. Establishment of a Compliance Committee to provide oversight of the Compliance Program;
- C. The Compliance Officers, Nursing Facility Administrator, Public Health Director, Human Services Commissioner, and Department of Aging and Long Term Care Director, in conjunction with the Compliance Committee, shall undertake the following activities:
 - 1. Develop and implement a Compliance Plan and review/revise it on an annual basis;
 - 2. Ensure that the Compliance Program's objectives reflect, and are consistent with, the County and individual department's mission, culture, vision and Code of Conduct;
 - 3. Provide that the Compliance Program's objectives are appropriately reflected in the policies and systems, including those relating to governance, risk management, information management, financial and operational activities;
 - 4. Receive and review reports regarding the Compliance Program and the County's overall compliance activities, including reports of conduct that may be deemed to be in violation of applicable legal and /or ethical standards, remedial action to address such conduct and steps taken to prevent the recurrence of such incidents, and other matters
 - 5. Review audit and inspection reports prepared by public accountants and regulatory agencies;
 - 6. Monitor Compliance Program effectiveness and consider changes to enhance effectiveness; and
 - 7. Serve as participants in the Compliance Program consistent with the County's overall role in governance and management, including accepting reports and undertaking appropriate action in the event that standards and procedures related to compliance may be violated.

Compliance Officer. The Compliance Officer shall be responsible for the coordination of the Health Center or Human Resources Center's Compliance Program, subject to Administrative Authority.

The applicable Compliance Officer(s) shall report directly to the Nursing Facility Administrator, Public Health Director, and/or Human Services Commissioner and shall have independent authority to seek advice of legal counsel or independent auditors regarding compliance-related issues as needed.

The duties and responsibilities for the Compliance Officer are hereby incorporated into this plan. The Compliance Officer shall be obligated to comply with all standards and requirements including the following:

- A. To serve as the lead official to whom reports related to compliance and potential non-compliance may be made, including reports made in person, phone calls or other means;
- B. To serve as the lead official responsible for the coordination and continual improvement of the Compliance Program, including overall responsibility to work to promote compliance with all applicable laws, regulations, rules, policies and procedures of governmental authorities and payers;
- C. To work with Nursing Facility Administrator, Public Health Director, and Human Services Commissioner to develop program rules, procedures and policies reasonably capable of reducing the prospect of wrongdoing, to monitor the Compliance Program's effectiveness, and to recommend appropriate modifications;
- D. To oversee training and education of employees, contractors and agents regarding the Compliance Program and the policies regarding compliance, as well as specific program requirements related to billing, coding and other specific issues that are subject to the Compliance Plan;
- E. To institute policy dissemination and other activities as stated in the Compliance Plan, and to maintain current records and documentation related to employee training and other compliance related activities;
- F. To insure that there is ongoing education and training of employees regarding the policies related to the Compliance Program and related matters such as "False Claims Acts and Whistleblower Protections",
- G. To insure that there is an effective system, where applicable, to conduct Criminal History Record Checks, pre-employment drug screens and other employment related activities as otherwise defined in the County's personnel policies;
- H. To provide recommendations to the Nursing Facility Administrator, Public Health Director, Human Services Commissioner and Compliance Committee regarding Compliance Program changes and improvements as warranted.
- I. To insure that there is an effective countywide system for monitoring the Medicaid Exclusion List for employees, contractors and vendors on a monthly basis and for reporting any positive findings to the Nursing Facility Administrator, Public Health Director, and/or Human Services Commissioner immediately and to the Compliance Committee at its next meeting.
- J. To assist the Nursing Facility Administrator and Public Health Director, acting as Co-chairs of the Compliance Committee, in preparation of agenda materials for the Compliance Committee meetings and to assume temporary chair of any Compliance Committee meeting at which the Nursing Facility Administrator and Public Health Director are unable to attend.

Designated Compliance Officers shall be:

- Nursing Facility: Supervisor of Fiscal Services
- Health Department: Supervisor of Fiscal Services
- Human Resources Center: Early Intervention Program Representative

Compliance Committee. There shall be a Compliance Committee established to maintain countywide oversight of Compliance Program activities.

The Compliance Committee shall hold regularly scheduled meetings on a quarterly basis. A secretary shall be appointed to take minutes of each meeting. The Nursing Facility Administrator and Public Health Director shall serve as Co-Chairs on a rotating basis, except in the event of their absences one of the a-Compliance Officers shall be delegated to chair a meeting. Committee membership shall consist of the following persons:

Health Center:

- Nursing Facility Administrator
- Public Health Director

- Director of Nursing, Nursing Facility (Alternate: Assistant Director of Nursing)
- Director of Patient Services, Home Health (Alternate: Assistant Director of Patient Services)
- Supervisor of Fiscal Services, Nursing Facility
- Supervisor of Fiscal Services, Health Department
- Principal Account Clerks for Billing Offices of Nursing Facility and Health Department
- Secretary (Ex Officio, non-voting)

Human Resources Center:

- Director of Administrative Services (Alternate: Supervisor of Fiscal Services)
- Coordinator, Care and Adult Services (Alternate: Coordinator of Aging Services, Care Unit)
- Coordinator of Early Intervention Program

County Government:

- County Treasurer (Alternate: Deputy County Treasurer)

Committee responsibilities shall include:

- Oversight of County's Compliance Program
- Reviewing audit reports, survey reports, complaints, and disciplinary actions pertinent to Compliance Program such as professional misconduct, abuse/neglect, and fraud
- Reviewing results of Medicaid Exclusion List monitoring and insuring appropriate action is taken in a timely manner for any positive findings on the list
- Ensuring that plans of correction, overbilling repayments, audit recoveries, and any penalties are administered in a timely manner in compliance with applicable laws and regulations
- Conducting investigations into complaints, whistleblower allegations, and audit findings and reporting findings to County Executive and County Attorney, where applicable
- Review and revision of Compliance Plan annually
- Recommendations to Nursing Facility Administrator, Public Health Director, Human Services Commissioner or County Executive on Compliance Program improvements

Compliance Committee agenda shall include the following items:

- Audits in progress and audits completed by external authorities, including independent auditors, Office of Medicaid Inspector General, Office of Attorney General, and Medicare
- Regulatory reports or investigations, including Article 28 surveys, abuse/neglect investigations, and Office of Professional Discipline complaints
- Verification of employee training on Compliance Program and Code of Conduct
- Results of Medicaid Exclusion List monitoring
- Complaints and Whistleblower reports
- Changes in personnel with key Compliance Program responsibilities

A meeting quorum shall be attendance by 51% or more of the regular membership as stated above.

V. Standards Related to Conditions of Employment

Compliance with all applicable legal requirements and industry standards is a condition of employment by the County. This requirement shall be effectively communicated to employees during initial orientation and annually thereafter.

The Health Center and Human Resource Center shall comply with existing human resource policies related to reference checks, Sheriff's Department criminal background checks or FBI Criminal History Record Checks and related activities as set forth in human resource policies. Such policies are incorporated herein by reference and are contained in the Health Center's Personnel Guide, Department of Social Services Employee Handbook, Administrative Policy Manuals for Health Center and Human Resources Center departments, and County Administrative Policy Manual.

VI. False Claims Act and Whistleblower Protections

It is the policy of the Chemung County government to obey laws and regulations and to detect and eliminate waste, fraud or abuse relating to payments from federal and state programs including Medicare and Medicaid. The County of Chemung, and its relevant departments, does not tolerate making or submitting false or misleading billing claims or statements to any agency, individual or third party payer source, and the County expects all employees, contractors and agents to adhere to and comply with state and federal False Claims Acts and with Section 1902 of the Social Security Act as well as other applicable laws and regulations.

The County is committed to providing education or information to employees, contractors and agents on the expected standards of conduct, both personal and professional, and County and departmental policies, as well as this Compliance Plan, set forth expected codes of conduct. An essential provision of these codes of conduct is the obligation on the part of all employees, contractors and agents to report issues, suspicions or concerns that could indicate false claims, fraud, waste or abuse. Such reporting must be done without fear of retaliation and can be done confidentially through the designated Compliance Officer, Nursing Facility Administrator, Public Health Director or Human Services Commissioner, County Executive's Office, County Attorney's Office, Independent Auditors or New York State Office of the Medicaid Inspector General.

False Claims Act-State and Federal

The False Claims Acts are laws that prohibit an individual or organization that receives money from the state or federal governments from submitting an intentionally false or fraudulent request for payment. The County may be held liable under law if it knew or disregarded information indicating that a claim submitted to the state or federal government for payment of health care services contained false information. Examples of actions which may violate the False Claims Acts include, but are not limited to the following:

- Submitting a claim for services that were not provided;
- Knowingly filing a false or fraudulent claim for repayment or approval;
- Duplicate billing to Medicaid/Medicare and private insurance or private pay;
- Knowingly making or using a false record or statement to obtain payment on a false or fraudulent claim;
- Knowingly making or using a false record or statement to conceal, avoid or decrease an obligation to pay or remit money to the state or federal government;
- Submitting a claim for services that were not "medically necessary";
- Submitting a claim for services that is coded as more complex than indicated in the patient's medical record in order to receive higher reimbursement than is allowable under regulations.

Fines and other legal action, including criminal prosecution, may be imposed for each falsely submitted claim.

Whistle Blower Protections under Law

State and federal laws offer protection to individuals who make reports of suspected fraud or false claims, and these laws are referred to as "whistle blower" protection. The employer may not retaliate against or punish a "whistle blower" who makes a good faith report of possibly fraudulent activities, improper quality of care or abuse and neglect, and these laws provide for employment reinstatement and back pay plus other compensation if an individual is suspended, demoted or terminated for making a report covered by the False Claims Acts. In addition to protection, a "whistle blower" may be entitled to receive monetary rewards of 15% to 30% of claims that the government recovers as the result of investigation and prosecution of legal action against a health care services provider or its employees, contractors and agents.

Measures to Detect, Prevent and Report Fraud and False Claims

The County of Chemung and its applicable departments strive to prevent, detect and report violations of state and federal laws and expect that all of its employees will do the same. Some of the measures that are used to comply with laws and regulations include:

- Policies and procedures to detect and respond to complaints of potential fraud including the County's Compliance Plan, departmental administrative policies, and County policies and procedures.
- A Compliance Officer is available to receive confidential reports of suspected fraud:
 - Nursing Facility: Supervisor of Fiscal Services, (607) 737-2867

- Health Department: Supervisor of Fiscal Services, (607) 737-2855
- Human Resource Center: Early Intervention Representative , (607) 737-5516
- Confidential reports may also be made to:
 - Nursing Facility Administrator, (607) 737-2068
 - Public Health Director, (607) 737-2868
 - Human Services Commissioner, (607) 737-5400
 - County Executive (607) 737-2912
 - County Attorney, (607) 737-2982;
 - External Auditors:
 - Nursing Facility: Mengel, Metzger and Barr (607) 734-4183
 - Health Department: Freed Maxick, PC (800) 777-4885
 - Human Resource Center: EFP Rottenberg (607) 962-2567
 - Elmira Police Department (if directed by County Attorney)
 - Office of the Medicaid Inspector General:
 - 1-877-873-7283
 - Online Complaint Form at: www.omig.state.ny.us
- When the Compliance Officer, department manager or County official receives a report of suspected fraud, the following steps must be taken immediately:
 - Contact applicable external auditor
 - Contact County Attorney's Office, (607) 737-2982
- Annual training for applicable employees on False Claims Acts and Whistle Blower Protections and distribution of written policies and information to employees such as the Health Center's Personnel Guide and Department of Social Services Employee Handbook, as well as access to all County and departmental policies including the Compliance Plan that is posted on the County intranet under Public Information Officer;
- Annual and ongoing training for billing, MDS, and fiscal services personnel on Medicare and Medicaid rules and regulations including seminars, teleconferences, instruction manuals and memoranda;
- Annual audits conducted by independent accountants, regulatory agencies and the Office of the Medicaid Inspector General.

VII. Compliance Related Education and Communication.

Education and training regarding the Compliance Program shall consist of the following minimum activities:

- A. Availability of this Compliance Plan document to all current employees and all new hires contained in administrative policy manuals located in each department covered by this plan.
- B. Mandatory training of all employees annually and during orientation for new hires. Such training and education shall emphasize the following:
 - The Code of Conduct
 - Employee responsibilities under the Compliance Plan,
 - Reporting obligations; and
 - Methods of reporting
 - Compliance Program update
 - False Claims Act and Whistleblower Protections

In addition, each employee shall receive training related to particular areas of compliance (e.g., billing and coding, documentation requirements etc.) in accordance with the training schedule and other requirements associated with the employee's particular position.

VIII. Monitoring, Auditing and Reporting Systems

The County and its Department Heads shall require and actively encourage reporting of potential violations of legal and/or ethical requirements to the Compliance Officer or other County Administration Officials.

All allegations of a failure to comply with an applicable law, regulation or ethical standard shall be referred to the Compliance Officer verbally, in writing or through other means. All reports will be private, and the County and its departments shall endeavor to maintain confidentiality to the extent possible although absolute confidentiality cannot be promised and anonymity cannot be guaranteed.

IX. Investigations for Non-Compliance

When there is information of potential violations or misconduct, the Nursing Facility Administrator, Public Health Director, Human Services Commissioner or Compliance Officer has the responsibility of having the investigation conducted by or under the supervision of legal counsel or independent auditors. To assure protection from coerced disclosure for information gained through investigative interviews, statistical and record analyses and other reports, an internal investigation should include interviews and a review of medical records, billings and other relevant documents where applicable.

X. Program Modifications to Enhance Compliance and Effectiveness

Upon the identification of a compliance problem, it is the Nursing Facility Administrator, Public Health Director, or Human Services Commissioner's responsibility to take demonstrable corrective actions, including steps to prevent further similar offenses. Where the investigation has identified the receipt of overpayments or other deviations from federal or state legal standards, corrective action (including prompt notification and repayment to Medicare or Medicaid, as appropriate) shall be initiated. Corrective actions and the issue of whether there must be disclosure of compliance information to the state or federal government shall be discussed with counsel.

XI. Discipline Process for Code of Conduct or Compliance Plan Violations

- A. All violators of the Code of Conduct or Compliance Plan will be subject to disciplinary action in accordance with appropriate collective bargaining agreements and/or Civil Service Law Sections 75/76. The level of discipline utilized will depend on the nature, severity and frequency of the violation and may result in any of the following disciplinary actions:
 - Record of Conference
 - Written Warning
 - Letter of Reprimand
 - Suspension without pay for up to 30 days
 - Termination of employment
- B. In addition to actions taken under progressive discipline, criminal or civil action may be taken as appropriate. All potential criminal activity must be reported to Elmira Police Department, Office of the Medicaid Inspector General and/or applicable federal regulatory agencies. Disciplinary actions involving suspensions or termination of employment for licensed staff shall be reported, in accordance with NYS Public Health Law, to the Office of Professional Discipline or other regulatory office having jurisdiction over the licensed person. Allegations of abuse or neglect towards residents/patients shall be reported the New York State Department of Health according to laws and regulations.

Code of Conduct

A. Introduction

It is the policy of Chemung County to comply with all laws and ethical standards applicable to the operation of the business of the County and to promote continuous improvement in the quality and performance of its operations. The County has adopted a Compliance Plan and implemented a Compliance Program to further the adherence to this policy. As part of the Compliance Program, the County has adopted this Code of Conduct as a statement setting forth the principles and standards to which employees and contract agents of the County are expected to adhere. The purpose of the Code of Conduct is to articulate the policy and ethical framework within which the County operates. All employees are responsible to ensure that their behavior and activity, and the behavior and activity of contractors and agents are consistent with this Code of Conduct.

Each employee should deal fairly with the county's clients/patients/residents/customers and suppliers. Employees should not discuss prices, costs, products, services or other non-public data with a competitor. To ensure compliance with the Federal False Claims Act, employees are not allowed to knowingly submit false claims to a government program.

B. References

The following items are an integral part of the Code of Conduct. This list is not all-inclusive.

- County of Chemung Administrative Policy Manual
- Health Center and Human Resource Center departmental Administrative Manuals
- Health Center's Personnel Guide and Department of Social Service's Employee Handbook
- NYS Public Health Law
- NYS Code of Rules & Regulations
- Quality Assurance and Quality Improvement Plans
- Federal and NYS False Claims Acts
- Section 1902 of Social Security Act

C. Code of Conduct

D. Principle 1-Legal Compliance

All employees of the County shall strive to ensure that all activity by or on behalf of the organization is in compliance with applicable laws, rules and regulations.

The following standards are intended to provide guidance to employees to assist them in their obligation to comply with applicable laws. These standards are neither exclusive nor complete. Employees are required to comply with all applicable laws, whether or not specifically addressed in these policies. If questions regarding the existence of, interpretation or application of any law should arise, they should be directed to the Compliance Officer, the Health Center Director/Human Services Commissioner, County Executive, County Attorney or state/federal regulatory agencies. Employees whose day to day work is directly impacted by certain laws have a duty to understand them well enough to be aware of potential issues and know when to seek advice. Employees have a duty to follow the policies and procedures and to notify management of any violations.

XII. Standard 1.1 – Billing and Coding

All employees and contract agents responsible for coding and billing for services provided to residents or clients shall comply with all laws, regulations and policies that govern billing federal, state and other third party insurers for services. Employees shall report immediately to the department's Compliance Officer or County Department Head any failure to follow this standard.

XIII. Standard 1.2 – Fraud and Abuse

The County expects its employees to refrain from conduct which may violate fraud and abuse laws. These laws prohibit (1) direct, indirect or disguised payments in exchange for the referral of patients/clients; (2) the submission of false, fraudulent or misleading claims to any government entity or third party payer, including claims for services not rendered, or claims which do not otherwise comply with applicable program or contractual requirements; and (3) making false representations to any person or entity in order to gain or retain participation in a program or to obtain payment for any service. All employees shall strictly comply with these prohibitions. Any employee who becomes aware that any of these prohibitions may have been violated shall promptly report the suspected conduct to the Compliance Officer or County Department Head.

2. Principle 2 – Ethical Conduct

All employees of the County shall conduct themselves in a manner that complies with the high ethical standards expected of individuals who work in the County.

Standard 2.1 – Confidentiality

Employees shall maintain the confidentiality of residents, clients or patients and other confidential information in accordance with applicable legal and ethical standards, including HIPPA Compliance

XIV. Standard 2.2 – Kickbacks

No employee may solicit or accept a bribe, kickback, tip or other compensation in exchange for referral of patients/clients, patient/client information or eligibility for benefits under Medicare/Medicaid to which the person is not entitled.

XV. Standard 2.3—Conflict of Interest for Service Referrals

No physician or practitioner shall order services, or refer for services, to be provided through an entity in which he/she has a personal or business interest, for residents/clients whose care is being reimbursed to the County by Medicare Part A.

Standard 2.4--Conflict of Interest

A conflict of interest occurs when an employee's personal or private interests conflict with the interests of the County or the interests of a patient/resident/client. Every employee should take care about the appearance of a conflict, and even if there is no actual conflict, the appearance might cause lack of confidence or may harm the reputation of the County and its individual departments. Examples of conflict of interest may include:

- A situation that has the potential to undermine the impartiality of a person because of a possible clash between a person's self-interest and the interests of a profession, the public or an organization.
- A situation in which one person's response to a second person limits the ability to fulfill a responsibility to a third person.

XVI. Standard 2.5 – Obligation to Report

Any employee who is aware or has information that fraudulent activities may be taking place and who does not report such concerns to proper authorities may be held accountable for aiding or enabling fraudulent activities. Any provider agency within the County that bills Medicare, Medicaid or third party insurers for services is required to promptly notify the appropriate reimbursing entity when overpayments or incorrect payments have been received and to take action to return/refund such payments as directed by the reimbursing entity.

3. Accounting Practices, Books & Records, and Record Retention

It is the policy of the County and its departments/employees to fully and fairly disclose the financial condition of its operations according to all applicable accounting principles, laws, rules and regulations including cost reporting to

governmental agencies. Record retention policies shall be in accordance with Records Retention and Disposition Schedule CO-2 as published by the State Education Department except when applicable state or federal regulations require different record retention procedures for specific providers. Documents related to any pending or possible legal action, investigation or audit shall not be destroyed without approval of the County Attorney. Destroying or altering a document with the intent to impair it is a crime. Employees shall accurately complete all records used to determine compensation or expense reimbursement.

4. Personal Responsibilities – Conditions of Employment

Refer to Code of Conduct in the Health Center's Personnel Guide or applicable departmental personnel policies in the Human Resource Center.

Every employee has a personal duty to protect the physical and intangible assets of the County and its individual departments and to ensure their efficient use. Employees may not take opportunities to reward themselves personally through the use of County property, data or relationships.

The County has the right to monitor or review any information on an employee's computer or electronic device that is County property. Internet activity, email and other electronic communication are also subject to monitoring and review. Such tools may not be used to commit illegal acts or break County policies, including discrimination, harassment, pornography or solicitation. Passwords may not be shared, and software may not be put on computers without IT Department approval. No employee shall take part in the illegal use, copying, distribution or modification of computer software.

Current or previous employees may not use confidential information for their own personal use or share that data with others outside of the individual County department. Employees shall comply with HIPAA standards for all protected health information.

Each employee has a duty to report violations of the Code of Conduct. No retribution will be allowed against any employee who reports in good faith.

5. Computer Access, Security and Confidentiality

It is prohibited for any employee, contractor or agent to download and/or store any protected health information on any type of mobile device that is not owned and/or authorized by the County, including cell phones, laptops, i-Pads, and electronic notebooks. Mobile devices owned by individuals may be used for secure access to protected health information that is stored in a cloud-based application, but access must be authorized by the County and is subject to the County's security measures. Access to protected health information shall be limited to work-related purposes only, and no employee, contractor or agent may access information for personal reasons or purposes. Violations of this policy may be grounds for disciplinary action, civil penalty, or criminal prosecution.

6. Social Media Policy: Privacy and Confidentiality

No personal or private information, images or discussions relating to County residents, patients or clients shall be distributed or referenced on any form of social media or in any other multimedia format. It is prohibited to take photographs or video images of any residents, patients, or clients without their written consent, and it is further prohibited to release or distribute such photographs or video images without the written consent of the resident, patient or client. Making references to residents, patients or clients on social media, even if the individual is not identified, shall be prohibited. Violations of this policy may be grounds for disciplinary action, civil penalty, or criminal prosecution.

7. Revisions and Additions to Code of Conduct

The County may from time to time adopt additional, specific principles and standards or otherwise modify, amend or alter this Code of Conduct and other County or departmental policies and procedures which will be communicated to all applicable employees. In addition, the County and its individual departments have established and maintain practices, policies and procedures not set forth in this Code of Conduct. These additional practices, procedures and policies are an integral part of the County's Compliance Program, and employees, contractors and agents of the County are expected to comply with all such practices, procedures and policies.

FEDERAL & NEW YORK STATUTES RELATING TO FILING FALSE CLAIMS

I. FEDERAL LAWS

False Claims Act (31 USC §§3729-3733)

The False Claims Act ("FCA") provides, in pertinent part, that:

(a) Any person who (1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; (3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; . . . or (7) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages which the Government sustains because of the act of that person

(b) For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

31 U.S.C. § 3729. While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. 31 U.S.C. 3729(b).

In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. An example may be a physician who submits a bill to Medicare for medical services she knows she has not provided. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. An example of this may include a government contractor who submits records that he knows (or should know) is false and that indicate compliance with certain contractual or regulatory requirements. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. An example of this so-called "reverse false claim" may include a hospital who obtains interim payments from Medicare throughout the year, and then knowingly files a false cost report at the end of the year in order to avoid making a refund to the Medicare program.

In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as “*qui tam* relators,” may share in a percentage of the proceeds from an FCA action or settlement.

Section 3730(d)(1) of the FCA provides, with some exceptions, that a *qui tam* relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall be not less than 25 percent and not more than 30 percent.

Administrative Remedies for False Claims (31 USC Chapter 38. §§ 3801 – 3812)

This statute allows for administrative recoveries by federal agencies. If a person submits a claim that the person knows is false or contains false information, or omits material information, then the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Unlike the False Claims Act, a violation of this law occurs when a false claim is submitted, not when it is paid. Also unlike the False Claims Act, the determination of whether a claim is false, and the imposition of fines and penalties is made by the administrative agency, not by prosecution in the federal court system.

II. NEW YORK STATE LAWS

New York’s false claims laws fall into two categories: civil and administrative; and criminal laws. Some apply to recipient false claims and some apply to provider false claims, and while most are specific to healthcare or Medicaid, some of the “common law” crimes apply to areas of interaction with the government.

A. CIVIL AND ADMINISTRATIVE LAWS

NY False Claims Act (State Finance Law, §§187-194)

The NY False Claims Act closely tracks the federal False Claims Act. It imposes penalties and fines on individuals and entities that file false or fraudulent claims for payment from any state or local government, including health care programs such as Medicaid. The penalty for filing a false claim is \$6,000 - \$12,000 per claim and the recoverable damages are between two and three times the value of the amount falsely received. In addition, the false claim filer may have to pay the government’s legal fees.

The Act allows private individuals to file lawsuits in state court, just as if they were state or local government parties. If the suit eventually concludes with payments back to the government, the person who started the case can recover 25-30% of the proceeds if the government did not participate in the suit or 15-25% if the government did participate in the suit.

Social Services Law §145-b False Statements

It is a violation to knowingly obtain or attempt to obtain payment for items or services furnished under any Social Services program, including Medicaid, by use of a false statement, deliberate concealment or other fraudulent scheme or device. The State or the local Social Services district may recover three times the amount incorrectly paid. In addition, the Department of Health may impose a civil penalty of up to \$2,000 per violation. If repeat violations occur within 5 years, a penalty up to \$7,500 per violation may be imposed if they involve more serious violations of Medicaid rules, billing for services not rendered or providing excessive services.

Social Services Law §145-c Sanctions

If any person applies for or receives public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the person's, the person's family's needs are not taken into account for 6 months if a first offense, 12 months if a second (or once if benefits received are over \$3,900) and live years for 4 or more offenses.

B. CRIMINAL LAWS

Social Services Law §145 Penalties

Any person who submits false statements or deliberately conceals material information in order to receive public assistance, including Medicaid, is guilty of a misdemeanor.

Social Services Law § 366-b, Penalties for Fraudulent Practices.

a. Any person who obtains or attempts to obtain, for himself or others, medical assistance by means of a false statement, concealment of material facts, impersonation or other fraudulent means is guilty of a Class A misdemeanor.

b. Any person who, with intent to defraud, presents for payment and false or fraudulent claim for furnishing services, knowingly submits false information to obtain greater Medicaid compensation or knowingly submits false information in order to obtain authorization to provide items or services is guilty of a Class A misdemeanor.

Penal Law Article 155, Larceny.

The crime of larceny applies to a person who, with intent to deprive another of his property, obtains, takes or withholds the property by means of trick, embezzlement, false pretense, false promise, including a scheme to defraud, or other similar behavior. It has been applied to Medicaid fraud cases.

- a. Fourth degree grand larceny involves property valued over \$1,000. It is a Class E felony.
- b. Third degree grand larceny involves property valued over \$3,000. It is a Class D felony.
- c. Second degree grand larceny involves property valued over \$50,000. It is a Class C felony.
- d. First degree grand larceny involves property valued over \$1 million. It is a Class B felony.

Penal Law Article 175, False Written Statements.

Four crimes in this Article relate to filing false information or claims and have been applied in Medicaid fraud prosecutions:

- a. §175.05, Falsifying business records involves entering false information, omitting material information or altering an enterprise's business records with the intent to defraud. It is a Class A misdemeanor.
- b. § 175.10, Falsifying business records in the first degree includes the elements of the §175.05 offense and includes the intent to commit another crime or conceal its commission. It is a Class E felony.
- c. §175.30, Offering a false instrument for filing in the second degree involves presenting a written instrument (including a claim for payment) to a public office knowing that it contains false information. It is a Class A misdemeanor.
- d. §175.35, Offering a false instrument for filing in the first degree includes the elements of the second degree offense and must include an intent to defraud the state or a political subdivision. It is a Class E felony.

Penal Law Article 176, Insurance Fraud,

Applies to claims for insurance payment, including Medicaid or other health insurance and contains six crimes.

- a. Insurance Fraud in the 5th degree involves intentionally filing a health insurance claim knowing that it is false. It is a Class A misdemeanor.
- b. Insurance fraud in the 4th degree is filing a false insurance claim for over \$1,000. It is a Class E felony.

- c. Insurance fraud in the 3rd degree is filing a false insurance claim for over \$3,000. It is a Class D felony.
- d. Insurance fraud in the 2nd degree is filing a false insurance claim for over \$50,000. It is a Class C felony.
- e. Insurance fraud in the 1st degree is filing a false insurance claim for over \$1 million. It is a Class B felony.
- f. Aggravated insurance fraud is committing insurance fraud more than once. It is a Class D felony.

Penal Law Article 177, Health Care Fraud,

Applies to claims for health insurance payment, including Medicaid, and contains five crimes:

- a. Health care fraud in the 5th degree is knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions. It is a Class A misdemeanor.
- b. Health care fraud in the 4th degree is filing false claims and annually receiving over \$3,000 in aggregate. It is a Class E felony.
- c. Health care fraud in the 3rd degree is filing false claims and annually receiving over \$10,000 in the aggregate. It is a Class D felony.
- d. Health care fraud in the 2nd degree is filing false claims and annually receiving over \$50,000 in the aggregate. It is a Class C felony.
- e. Health care fraud in the 1st degree is filing false claims and annually receiving over \$1 million in the aggregate. It is a Class B felony.

III. WHISTLEBLOWER PROTECTION

Federal False Claims Act (31 U.S.C. §3730(h))

The FCA provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h). Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

NY False Claim Act (State Finance Law §191)

The False Claim Act also provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the Act. Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

New York Labor Law §740

An employer may not take any retaliatory action against an employee if the employee discloses information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that the employer is in violation of a law that creates a substantial and specific danger to the public health and safety or which constitutes health care fraud under Penal Law §177 (knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions). The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

New York Labor Law §741

A health care employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care. The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

**OMIG Self Disclosure
Program August 2012**

Introduction

The New York State Office of Medicaid Inspector General (OMIG) originally issued self-disclosure guidance for Medicaid providers on March 12, 2009. OMIG developed the self-disclosure guide in consultation with health care providers and industry professionals to give providers an easy-to-use method for disclosing overpayments.

OMIG designed this approach to encourage providers to investigate and report matters that involve possible fraud, waste, abuse or inappropriate payment of funds that they identify through self-review, compliance programs, or internal controls that affect the state's Medicaid program. This guide is designed to help the provider through the process, point out advantages of self-disclosure, offer a user-friendly mechanism, and make providers aware of regulatory compliance requirements.

Since its inception, the Self-Disclosure Program has been successful and utilized extensively by providers, benefiting both the providers and the Medicaid program. As a result of the OMIG Self-Disclosure Unit's experience and feedback, the agency has made enhancements and had added resources to the process.

The function is now supplemented by utilizing the OMIG\HMS PORTal, a Web-based site maintained by OMIG's contracted agent, HMS, Inc. The PORTal is an online mechanism used by OMIG\HMS to issue various projects and process recoveries in a simple, effective, and user-friendly electronic medium. OMIG has revised this guide to reflect the consolidation of the self-disclosure function within the agency to better serve the providers and the New York State Medicaid program.

Regulatory Authority

OMIG's Self-Disclosure Program, is in accordance with OMIG's enabling legislation:

[T]o, in conjunction with the commissioner, develop protocols to facilitate the efficient self-disclosure and collection of overpayments and monitor such collections, including those that are self-disclosed by providers. The provider's good faith self-disclosure of overpayments may be considered as a mitigating factor in the determination of an administrative enforcement action.
N.Y. PUB. HEALTH LAW § 32(18).

Self-disclosure and repayment of overpayments within 60 days of identification has become mandatory for Medicare and Medicaid providers under section 6402(a) of the Affordable Care Act (ACA) of 2010 and a mandatory part of New York's compliance programs under 18 NYCRR 521.

When to Disclose

Providers should self-disclose **after** they fully investigate and confirm that an overpayment exists. OMIG's self-disclosure protocol assists and enables providers in making disclosures directly to OMIG or through its contracted agent HMS, which maintains the online OMIG PORTal. Through this process, providers who identify that they received reimbursement to which they were not entitled, whether caused by mistake, fraud, or accident, must disclose the parameters of the problem, cause, and its potential Medicaid financial impact in accordance with the self-disclosure guidelines.

In addition, the federal Affordable Care Act requires providers to identify, self-disclose, explain, and repay overpayments within 60 calendar days of identification of the overpayment regardless of the financial threshold of participation in the Medicaid program.

The statute at 42 U.S.C. §1320a-7k(d)(1), requires a person who has received an overpayment to:

1. **Report and return** the overpayment to the Secretary, the State, an intermediary, a carrier, or a contractor, as appropriate, at the correct address; and
2. **Notify** the Secretary, State, intermediary, carrier, or contractor to whom the overpayment was returned in writing of the reason for the overpayment.

Failure to timely report and return any Medicare and Medicaid overpayment can have severe consequences, including potential liability under the False Claims Act, as well as the imposition of civil monetary penalties and exclusion from the Medicare and Medicaid programs.

Overpayment Reporting should occur when the following conditions are met:

1. Overpayment is NOT included in another, separate review or an audit being conducted by OMIG, vendors, or OIG.
2. Overpayment is NOT related to a broader state-initiated rate adjustment, cost settlement, or other broader payment adjustment mechanisms. (These include retroactive rate adjustments, charity care, cost reporting, etc.)

The repayment of simple, more routine occurrences of overpayment should continue through typical methods of resolution, which may include voiding or adjusting the amounts of claims.

The Process

Prior to contacting OMIG, the provider should fully investigate and determine the issue and prepare the disclosure including all the required information and documentation. Once an inappropriate payment is discovered, providers

must determine whether the repayment warrants a self-disclosure or whether it would be better handled through administrative billing processes. Each incident must be considered on an individual basis. Factors to consider include: identification of the exact issue, the amount involved, any patterns or trends that the problem may demonstrate within the provider's billing system, the extent of the period affected, the circumstances that led to the overpayment and whether or not the organization has an **OMIG corporate integrity agreement (CIA)** which requires self-disclosure.

The providers may choose to self-disclose using one of two methods:

1. Following the Self-Disclosure Submission Guidelines (see Attachment 1); or
2. Using the OMIG PORTal for electronic submission (see Attachment 2).

After receipt of the self-disclosure, the OMIG/HMS staff will consult with the provider and determine the most appropriate process for proceeding. OMIG/HMS staff will discuss the next steps which may include requesting additional information, verification of the overpayments and any regulatory clarification needed.

In the event that the provider is unable to determine if the self-disclosure issue resulted in non-compliance overpayments or has difficulty identifying the overpayments, OMIG staff can possibly assist the provider in the disposition of the issue. The provider, or its designated agent, may request data for the sole purpose of quantifying and validating a potential overpayment (see Attachment 3 – Data Request from Providers).

The use of **statistical sampling** must be approved by OMIG and all documentation related to the review and extrapolation must be submitted to OMIG for review and approval. Data may be provided by OMIG to establish the appropriate universe and sampling method upon request and approval by OMIG.

To submit a self-disclosure or request data to develop same please send to

Via letter:

**The Office of the Medicaid Inspector
General Attention: Self-Disclosure Unit
800 North Pearl
Street Albany,
NY 12204**

Via Email:

SelfDisclosures@omig.ny.gov

Access to Information

Providers are expected to promptly comply with OMIG requests to provide documents and information materially related to the disclosure and to speak with relevant individuals. The OMIG is committed to working with providers in a cooperative manner to obtain relevant facts and evidence without interfering with the attorney-client privilege or work-product

protection. Discussions with the provider's compliance officer, counsel, or other staff may be necessary to obtain information and agreement to complete the disclosure in a timely manner.

Access to Data

All documentation and data must be protected for confidentiality under the Health Insurance Portability and Accountability Act (HIPAA) by the provider and its representatives (staff, lawyer, or contractor). The US Department of Health and Human Services' HIPAA guidance states that: The "Privacy Rule" requires that a covered entity obtain satisfactory assurances from its business associate that the business associate will appropriately safeguard the protected health information it receives or creates on behalf of the covered entity. **The satisfactory assurances must be submitted in writing to OMIG, whether in the form of a contract or other agreement between** the covered entity and the business associate.

Restitution

All provider self-disclosures are subject to a thorough OMIG/HMS review to determine whether the amount identified is accurate. While repayment is encouraged and accepted as early in the process as possible, and will be credited toward the final settlement amount, the OMIG will not accept money, voids, and adjustments as full and final payment for self-disclosures prior to finalizing the review process.

Once a repayment amount has been established, assuming full repayment has not previously been made, the OMIG expects the provider to reimburse the State of New York for the overpayment. Providers interested in extended repayment terms due to hardship will be required to submit audited financial statements and/or other documentation to assist the OMIG in making that determination. Once the repayment has been finalized, the OMIG will issue a letter indicating closure of the matter.

Self-disclosure limitations

The OMIG Self-Disclosure Program is designed to report and recover overpayments due back to the Medicaid program. Depending on the nature of the issue, the OMIG's staff may refer the matter through established audit or investigation processes or to other state agencies.

Underpayments detected in the process or otherwise are not to be offset in the self-disclosure process. **Underpayments must be re-billed to eMedNY and claims are subject to system edits and verifications. Time-barred claims are pended and reviewed by the Office of Health Insurance Programs (OHIP) for disposition and consideration for payment.**

NYS Office of Medicaid Inspector General (OMIG) Self-Disclosure Submission Guidelines

A self-disclosure submission requires both a letter and a claim file(s) of impacted Medicaid claims.

Submission Letter

Complete description of circumstances surrounding the disclosure including:

- Provider name
- Medicaid MMIS ID and NPI number of the billing provider
- The error that occurred
- How the error was found
- Any relevant facts including total amount billed and amount of overpayment by Medicaid
- Identify the time period the claims error encompasses
- Actions taken to stop the error and prevent recurrence
- Personnel involved in the error occurrences, those who discovered the problem, and those involved in rectifying the problem
- Legal and Medicaid program rules implicated
- Disclosure contact person name, phone number, and both correspondence and email addresses

File of claims

Enclose a CD containing an encrypted, password-protected Access, Excel, or tab delimited txt (with file structure) file of claims billed to Medicaid. Please notify OMIG of the password via email or phone call. Do not e-mail the data.

Data needed for each claim line is as follows:

- Claim Reference Number (CRN) or Transaction Control Number (TCN)
- Medicaid MMIS ID
- NPI number of billing provider
- Medicaid group ID number (applicable if only submitted on claim)
- Last name of Medicaid patient
- First name of Medicaid patient
- Medicaid ID of patient (CIN - 8 characters)
- If applicable, Patient Account Number
- If applicable, Medical Record Number
- Date of service (not the date billed)
- Rate or Procedure code
- Amount paid to provider by Medicaid
- Amount overpaid by Medicaid

Please do not send a check for overpayment or void/adjust your claims

After OMIG reviews all disclosure submission material, you will receive a final letter indicating the overpayment dollar amount and the procedure for remitting payment. If the submitted claim data does not materially match OMIG's payment data, you will be contacted before a final letter is issued.

All self-disclosure correspondence and claim files claims should be sent to:

NYS Office of Medicaid Inspector General
Self-Disclosure Unit
800 North Pearl St. Albany, NY
12204-1822

If you have any questions, please email to SelfDisclosures@omig.ny.gov or call 518-473-3782 for assistance.



Guidelines for Provider Overpayment Reporting

The Office of the Medicaid Inspector General Provider Overpayment Reporting Terminal (OMIG PORTal) streamlines the reporting, repayment, and tracking of provider-identified Medicaid overpayments. The platform will act as a conduit to communicate overpayment issues to OMIG and ensure compliance with federal and state regulations regarding overpayment identification and repayment.

Examples of issues appropriate for reporting include, but are not limited to:

☐ Routine errors

- o *Overpayments resulting from incorrect reporting of third-party payments, e.g., balance billing*
- o *Medicare coinsurance reporting with no reported Medicare paid amount*
- o *Multiple overpayments resulting from billing lab services provided during an inpatient stay*
- o *Overpayment resulting from billing an emergency room visit included in an inpatient stay*
- o *Overpayments resulting from billing incorrect ICD-9 assignment*

☐ Systemic errors

- o *Inability to reprocess adjustment(s) through the MMIS (eMedNY)*

Overpayment Reporting should occur when the following conditions are met:

- 1. Overpayment is NOT included in another separate review or an audit being conducted by OMIG, vendors, or OIG.**
- 2. Overpayment is NOT related to a broader state-initiated rate adjustment, cost settlement, or other broader payment adjustment mechanisms.** (These include retroactive rate adjustments, charity care, cost reporting, etc.)

Reporting Options

OMIG/HMS Provider Portal (<https://ecenter.hmsy.com/shr/Controller>) – Ideal for ongoing, routine self-reporting. To reduce data entry requirements, OMIG and HMS have developed a module in the Provider Portal to accept batch uploads. Please contact HMS at 518-724-7820 for questions regarding registration or the self-reporting process.

Self-Disclosure

Date Request from Providers

- ☐ Any request for data must be in writing and come from the provider or their designated agent
- ☐ This letter should provide assurances to the OMIG that the “business associate” of the provider has entered into a HIPAA- compliant agreement with the provider.
- ☐ The request must fully explain the issue or problem they are trying to address
- ☐ The request must fully define the universe of claims to be pulled
- ☐ OMIG will pull the universe
- ☐ If sampling is to be used to develop the overpayment, OMIG will pull the sample
- ☐ Upon completion of review, provider/agent must submit all work papers and finding for OMIG review
- ☐ If required, OMIG will do extrapolation

ATTACHMENT "F"

Confidentiality and Information Security Policy

Purpose: To ensure adherence to HIPAA regulations and rules of confidentiality **for contractors and vendors and their employees, interns, volunteers and individuals performing work experience (hereinafter "contractor")**.

As a contractor you will come into contact with records and other forms of information. All Chemung County Department of Human Service records are confidential, as is any information that you learn of or acquire at the department. This includes records or information which originates with agencies or individuals outside the department and which come into the department's possession or awareness.

Confidentiality requirements apply to, but are not limited to, case files, handwritten notes, computer disks, computer networks or information systems and/or any other identifying information related to our clients. The use of any computer or computer system for any purpose other than as set forth in the Chemung County Computer Use Policy is prohibited. Access to information maintained in all databases is limited to authorized employees and legally designated agents for authorized purposes only. You must have an official purpose to access the information. Anyone not authorized to access the information or who has no official purpose in doing so, will be subjected to termination for the first offense. The cornerstone of our profession is confidentiality and integrity. Actions such as "case surfing" for information in high profile cases, or seeking information on your babysitter, yourself, your neighbor, a family member, or co-worker is strictly forbidden. If you find that you have a personal involvement with someone requesting information, applying for services, or with an active case, notify your supervisor immediately to clarify whether you should respond to a request for information or remain on the case. You will also be terminated for redisclosure of information, otherwise lawfully obtained, to any person not authorized to receive it. The above is meant to be illustrative, and is not exhaustive.

Individuals who unlawfully access or disclose confidential department records or information can be found guilty of a misdemeanor. The department may take action to terminate any contract in the event of any breach of this policy.

The agency is required to notify recipients, applicants and respective governmental offices of the unauthorized acquisition of private information, which resulted from a breach of information security. If staff becomes aware of such a breach, they are required to notify their supervisor/manager immediately. The manager should then notify the LDSS Commissioner and Staff Development Coordinator (HIPAA Officer) to ensure appropriate action. The agency will follow reporting procedures as outlined in GIS 06 MA/002.

It is important that you understand the highly sensitive and confidential nature of our work. You are expected to take personal responsibility for the safekeeping of any information and material related to your work at the department, whether on or off premises.

I have read and understand the Confidentiality and Information Security Policy and agree to abide by the rules set forth in said policy:

_____/_____
Contractor Name/Signature Date

_____/_____
Witness Name/Signature Date

(Rev. 1-2014)

APPENDIX I

REPORTING REQUIREMENTS

<u>PROGRAM</u>	<u>REPORTING SCHEDULE</u>
Veteran Advocate Services	As Requested

EXHIBIT "1"

CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain insurance as stipulated in Paragraph #18 of this Agreement.

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

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

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

EXHIBIT "2"

BUSINESS ASSOCIATE AGREEMENT

County Contracts Attachment

This Agreement ("Agreement") is made and entered into the effective date of the associated contract by and between PROVIDER and the COUNTY and its designated departments.

WHEREAS, PROVIDER is in the business of providing health-related care and/or services;

WHEREAS, COUNTY and its designated departments wish to engage, or has engaged, PROVIDER in connection with said Offering,

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Definitions. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule, Security Rule, and HITECH Act.

- a. **Agent.** "Agent" shall have the meaning as determined in accordance with the federal common law of agency.
- b. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.
- c. **Business Associate.** "Business Associate" shall mean a provider or vendor under contract with the County of Chemung.
- d. **Covered Entity.** "Covered Entity" shall mean the County of Chemung and its designated departments, including Health Department, Nursing Facility, Office for Aging, Mental Health and Department of Social Services.
- e. **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR §164.501.
- f. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
- g. **Electronic Health Record.** "Electronic Health Record" shall have the same meaning as the term in Section 13400 of the HITECH Act.
- h. **Health Care Operations.** "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR §164.501.

- i. **HITECH Act.** “HITECH Act” shall mean The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (“ARRA” or “Stimulus Package”), specifically DIVISION A: TITLE XIII Subtitle D—Privacy, and its corresponding regulations as enacted under the authority of the Act.
- j. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- k. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- l. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.
- m. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- n. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- o. **Security Rule.** “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. parts §160 and §164, Subparts A and C.
- p. **Subject Matter.** “Subject Matter” shall mean compliance with the Privacy and Security Rules, and with the HITECH Act, and its corresponding regulations.
- q. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR §164.402.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information, as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Business Associate further agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, and in a manner as prescribed herein.

d. Business Associate agrees to report to Covered Entity any security incident, including all data Breaches or compromises, whether internal or external, related to Protected Health Information, whether the Protected Health Information is secured or unsecured, of which Business Associate becomes aware.

e. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured Protected Health Information, then Business Associate agrees to report any such data Breach to Covered Entity within ten (10) business days of discovery of said Breach; all other compromises, or attempted compromises, of Protected Health Information shall be reported to Covered Entity within twenty (20) business days of discovery. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of said section, and in a manner and format to be specified by Covered Entity.

f. If Business Associate is an Agent of Covered Entity, then Business Associate agrees that any Breach of Unsecured Protected Health Information shall be reported to Covered Entity *immediately* after the Business Associate becomes aware of said Breach, and under no circumstances later than one (1) business day thereafter. Business Associate further agrees that any compromise, or attempted compromise, of Protected Health Information, other than a Breach of Unsecured Protected Health Information as specified in 2(e) of this Agreement, shall be reported to Covered Entity within ten (10) business days of discovering said compromise, or attempted compromise.

g. Business Associate agrees to ensure that any Agent, including a subcontractor, to whom Business Associate provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees that restrictions and conditions analogous to those contained herein shall be imposed on said Agents and/or subcontractors via a written agreement, and that Business Associate shall only provide said Agents and/or subcontractors Protected Health Information consistent with Section 13405(b) of the HITECH Act. Further, Business Associate agrees to provide copies of said written agreements to Covered Entity within ten (10) business days of a Covered Entity's request for same.

h. Business Associate agrees to provide access, at the request of Covered Entity and during normal business hours, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least three (3) business days in advance of requesting such access. Business Associate further agrees, in the case where Business Associate controls access to Protected Health Information in an Electronic Health Record, to provide similar access in order for Covered Entity to meet its requirements under Section 13405(c) of the HITECH Act. These provisions do not apply if Business Associate and its employees, subcontractors and Agents have no Protected Health Information in a Designated Record Set of Covered Entity.

i. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity or an Individual. This provision does not apply if Business Associate and its employees, subcontractors and Agents have no Protected Health Information from a Designated Record Set of Covered Entity.

j. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures (collectively “Compliance Information”), relating to the use or disclosure of Protected Health Information, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, and the HITECH Act. Business Associate further agrees, at the request of Covered Entity, to provide Covered Entity with demonstrable evidence that its Compliance Information ensures Business Associate's compliance with this Agreement over time. Business Associate shall have a reasonable time within which to comply with requests for such access and/or demonstrable evidence. In no case shall access, or demonstrable evidence, be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

k. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of such disclosures, in accordance with 45 CFR §164.528.

l. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528. Business Associate shall provide said documentation in a manner and format to be specified by Covered Entity. Business Associate shall have a reasonable time within which to comply with such a request from Covered Entity and in no case shall Business Associate be required to provide such documentation in less than three (3) business days after Business Associate's receipt of such request.

m. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate shall redirect the Individual to the Covered Entity.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule, or the privacy provisions of the HITECH Act, if done by Covered Entity. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and

the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). Business Associate agrees that such Data Aggregation services shall be provided to Covered Entity only wherein said services pertain to Health Care Operations. Business Associate further agrees that said services shall not be provided in a manner that would result in disclosure of Protected Health Information to another covered entity who was not the originator and/or lawful possessor of said Protected Health Information. Further, Business Associate agrees that any such wrongful disclosure of Protected Health Information is a direct violation of this Agreement and shall be reported to Covered Entity *immediately* after the Business Associate becomes aware of said disclosure and, under no circumstances, later than three (3) business days thereafter.

e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

4. Obligations and Activities of Covered Entity.

a. Covered Entity shall notify Business Associate of the provisions and any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such provisions and limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that the changes or revocation may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, and also notify Business Associate regarding restrictions that must be honored under section 13405(a) of the HITECH Act, to the extent that such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

d. Covered Entity shall notify Business Associate of any modifications to accounting disclosures of Protected Health Information under 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

e. Covered Entity shall provide Business Associate, within thirty (30) business days of Covered Entity executing this Agreement, a description and/or specification regarding the manner and format in which Business Associate shall provide information to Covered Entity, wherein such information is required to be provided to Covered Entity as agreed to by Business Associate in paragraph 2(e) of this Agreement. Covered Entity reserves the right to modify the manner and format in which said information is provided to Covered Entity, as long as the requested modification is reasonably

required by Covered Entity to comply with the Privacy Rule or the HITECH Act, and Business Associate is provided sixty (60) business days notice before the requested modification takes effect.

f. Covered Entity shall provide Business Associate, within thirty (30) business days of Covered Entity executing this Agreement, a description and/or specification regarding the manner and format in which Business Associate shall provide information to Covered Entity, wherein such information is required to be provided to Covered Entity as agreed to by Business Associate in paragraph 2(l) of this Agreement. Covered Entity reserves the right to modify the manner and format in which said information is provided to Covered Entity, as long as the requested modification is reasonably required by Covered Entity to comply with the Privacy Rule or the HITECH Act, and Business Associate is provided sixty (60) business days notice before the requested modification takes effect.

5. Term and Termination.

a. Term. The Term of this Agreement shall be effective as of the effective date of the associated contract/agreement and shall terminate when **all** of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Agreement.

b. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Termination for Cause by Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall give Covered Entity written notice of such breach and provide reasonable opportunity for Covered Entity to cure the breach or end the violation. Business Associate may terminate this Agreement, and Covered Entity agrees to such termination, if Covered Entity has breached a material term of this Agreement and does not cure the breach or cure is not possible. If neither termination nor cure is feasible, Business Associate shall report the violation to the Secretary.

d. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall **return or destroy all** Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or Agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity, within ten (10) business days, notification of the conditions that make return or destruction infeasible. Upon such determination, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Entire Agreement.

- a. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Covered Entity and Business Associate regarding this Subject Matter. It contains the entire Agreement between the parties.
- b. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate.
- c. All other agreements entered into between Covered Entity and Business Associate, not related to this Subject Matter, remain in full force and effect.

7. Governing Law.

- a. This Agreement and the rights of the parties shall be governed by and construed in accordance with Federal law as it pertains to the Subject Matter and shall be governed by and construed in accordance with the laws of the State of New York as it pertains to contract formation and interpretation, without giving effect to its conflict of laws. The parties agree that any appropriate state court sitting in Chemung County, New York or any Federal Court with jurisdiction for Chemung County shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy.
- b. Each party irrevocably consents to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, or proceeding in any such court and further waives the right to object, with respect to such suit, action, or proceeding, that such court does not have jurisdiction over such party.

8. Miscellaneous.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

c. Survival. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

e. Severability. If any provision or provisions of this Agreement is/are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement shall not be unlawful, void or unenforceable thereby, but shall continue in effect and be enforced as though such provision or provisions were omitted.

9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original Agreement. Facsimile or electronically authenticated signatures shall be accepted and enforceable in lieu of original signatures.

EXHIBIT “3”

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop 52-26-12
Baltimore, Maryland 21244-1850



Center for Medicaid and State Operations

SMDL #09-001

January 16, 2009

Dear State Medicaid Director:

The Center for Medicaid and State Operations (CMSO) is issuing this State Medicaid Director Letter to strengthen the integrity of the Medicaid program and help States reduce improper payments to providers. This letter advises States of their obligation to direct providers to screen their own employees and contractors for excluded persons. This letter specifically:

- (1) Clarifies Federal statutory and regulatory prohibitions regarding Medicaid payments for any items or services furnished or ordered by individuals or entities that have been excluded from participation in Federal health care programs;
- (2) Reminds States of the consequences for failure to prevent payments for items or services furnished or ordered by excluded individuals and entities;
- (3) Sets forth the Centers for Medicare & Medicaid Services' (CMS) policy with respect to States' responsibility to communicate to providers their obligation to screen employees and contractors for excluded individuals and entities both prior to hiring or contracting and on a periodic basis, and the manner in which overpayment calculations should be made; and
- (4) Identifies the List of Excluded Individuals/Entities (LEIE) as a resource providers may utilize to determine whether any of their employees and contractors has been excluded.

Background

The HHS Office of Inspector General (HHS-OIG) excludes individuals and entities from participation in Medicare, Medicaid, the State Children's Health Insurance Program (SCHIP), and all Federal health care programs (as defined in section 1128B(f) of the Social Security Act (the Act)) based on the authority contained in various sections of the Act, including sections 1128, 1128A, and 1156.

When the HHS-OIG has excluded a provider, Federal health care programs (including Medicaid and SCHIP programs) are generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. (Section 1903(i)(2) of the Act; and 42 CFR section 1001.1901(b)) This payment ban applies to any items or services reimbursable under a Medicaid program that are furnished by an excluded individual or entity, and extends to:

- all methods of reimbursement, whether payment results from itemized claims, cost reports, fee schedules, or a prospective payment system;
- payment for administrative and management services not directly related to patient care, but that are a necessary component of providing items and services to Medicaid recipients, when those payments are reported on a cost report or are otherwise payable by the Medicaid program; and
- payment to cover an excluded individual's salary, expenses or fringe benefits, regardless of whether they provide direct patient care, when those payments are reported on a cost report or are otherwise payable by the Medicaid program.

In addition, no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded. (42 CFR section 1001.1901(b))

The listing below sets forth some examples of types of items or services that are reimbursed by Medicaid which, when provided by excluded parties, are not reimbursable*:

- Services performed by excluded nurses, technicians, or other excluded individuals who work for a hospital, nursing home, home health agency or physician practice, where such services are related to administrative duties, preparation of surgical trays or review of treatment plans if such services are reimbursed directly or indirectly (such as through a pay per service or a bundled payment) by a Medicaid program, even if the individuals do not furnish direct care to Medicaid recipients;
- Services performed by excluded pharmacists or other excluded individuals who input prescription information for pharmacy billing or who are involved in any way in filling prescriptions for drugs reimbursed, directly or indirectly, by a Medicaid program;
- Services performed by excluded ambulance drivers, dispatchers and other employees involved in providing transportation reimbursed by a Medicaid program, to hospital patients or nursing home residents;
- Services performed for program recipients by excluded individuals who sell, deliver or refill orders for medical devices or equipment being reimbursed by a Medicaid program;
- Services performed by excluded social workers who are employed by health care entities to provide services to Medicaid recipients, and whose services are reimbursed, directly or indirectly, by a Medicaid program;
- Services performed by an excluded administrator, billing agent, accountant, claims processor or utilization reviewer that are related to and reimbursed, directly or indirectly, by a Medicaid program;

* This list is drawn from the 1999 HHS-OIG Special Advisory Bulletin: The Effect of Exclusion From Participation in Federal Health Care Programs.

- Items or services provided to a Medicaid recipient by an excluded individual who works for an entity that has a contractual agreement with, and is paid by, a Medicaid program; and
- Items or equipment sold by an excluded manufacturer or supplier, used in the care or treatment of recipients and reimbursed, directly or indirectly, by a Medicaid program.

Consequences to States of Paying Excluded Providers

Because it is prohibited by Federal law from doing so, CMS shall make no payments to States for any amount expended for items or services (other than an emergency item or service not provided in a hospital emergency room) furnished under the plan by an individual or entity while being excluded from participation (unless the claim for payment meets an exception listed in 42 CFR section 1001.1901(c)). Any such payments actually claimed for Federal financial participation constitute an overpayment under sections 1903(d)(2)(A) and 1903(i)(2) of the Act, and are therefore subject to recoupment. It is thus incumbent on States to take all reasonable steps to prevent making payments that must ultimately be refunded to CMS.

Previous Guidance Regarding Preventing Payments For Goods and Services Furnished by Excluded Individuals and Entities

In a State Medicaid Director Letter issued on June 12, 2008, CMS notified States of their own obligation to attempt to determine whether an excluded individual has an ownership or control interest in an entity that is a Medicaid provider, and of States' obligation to report information regarding such excluded individuals to the HHS-OIG. In a State Medicaid Director Letter issued on March 17, 1999, and in a follow-up State Medicaid Director Letter issued on May 16, 2000 ("Medicare/Medicaid Sanction Reinstatement Report"), CMS described the HHS-OIG's authority to exclude persons based on actions taken by State Medicaid Agencies.

In the State Medicaid Director Letter dated May 16, 2000, CMS reminded States that the Medicare/Medicaid Sanction-Reinstatement Report, formerly known as HCFA Publication 69 and now replaced by the Medicare Exclusion Database (the MED) is a vital resource available to States for ascertaining and verifying whether an individual or entity is excluded and should not be receiving payments. The guidance also stated that the payment prohibition applies to any managed care organization contracting with an excluded party.

In a second State Medicaid Director Letter dated May 16, 2000 ("State's Obligation to notify the Department of Health and Human Services Office of Inspector General"), CMS reminded States of their responsibility to promptly notify the HHS-OIG of any action taken by a State to limit the ability of an individual or entity to participate in its program. *See* 42 CFR section 1002.3(b)(3).

Policy Clarification: States Should Advise Medicaid Providers to Screen for Exclusions

To further protect against payments for items and services furnished or ordered by excluded parties, States should advise all current providers and providers applying to participate in the Medicaid program to take the following steps to determine whether their employees and contractors are excluded individuals or entities:

- States should advise providers of their obligation to screen all employees and contractors to determine whether any of them have been excluded. States should communicate this obligation to providers upon enrollment and reenrollment.
- States should explicitly require providers to agree to comply with this obligation as a condition of enrollment.
- States should inform providers that they can search the HHS-OIG website by the names of any individual or entity.
- States should require providers to search the HHS-OIG website monthly to capture exclusions and reinstatements that have occurred since the last search.
- States should require that providers immediately report to them any exclusion information discovered.

This line of defense in combating fraud and abuse must be conducted accurately, thoroughly, and routinely. States must notify the HHS-OIG promptly of any administrative action the State takes against a provider for failure to comply with these screening and reporting obligations. *See* 42 CFR section 1002.3(b)(3). States can satisfy this obligation by communicating the relevant information to the appropriate Regional Office of the OIG Office of Investigations.

States also should inform providers that civil monetary penalties may be imposed against Medicaid providers and managed care entities (MCEs)[†] who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients. (Section 1128A(a)(6) of the Act; and 42 CFR section 1003.102(a)(2))

Policy Clarification: Calculation of Overpayments to Excluded Individuals or Entities

As stated above, Federal health care programs, including Medicaid, are generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. The amount of the Medicaid overpayment for such items or services is the actual amount of Medicaid dollars that were expended for those items or services. When Medicaid funds have been expended to pay an excluded individual's salary, expenses, or fringe benefits, the amount of the overpayment is the amount of those expended Medicaid funds. We recognize that there may be instances when the connection between expended Medicaid funds and the

[†] This State Medicaid Director Letter uses the term "managed care entity" to refer briefly to managed care organizations (MCOs), prepaid inpatient health plans, prepaid ambulatory health plans, and primary care case management (PCCM). States should not confuse this abbreviation with the statutory definition of managed care entity which only refers to MCOs and PCCMs. *See* section 1932(a)(1)(B) of the Act.

items or services furnished by the excluded individual or entity are too attenuated to trace. When such circumstances arise, the overpayment is no more than the amount which the State is certain was paid with Medicaid dollars.

Where Providers Can Look for Excluded Parties

While the MED is not readily available to providers, the HHS-OIG maintains the LEIE, a database accessible to the general public that provides information about parties excluded from participation in Medicare, Medicaid, and all other Federal health care programs. The LEIE website is located at <http://www.oig.hhs.gov/fraud/exclusions.asp> and is available in two formats. The on-line search engine identifies currently excluded individuals or entities. When a match is identified, it is possible for the searcher to verify the accuracy of the match using a Social Security Number (SSN) or Employer Identification Number (EIN). The downloadable version of the database may be compared against an existing database maintained by a provider. However, unlike the on-line format, the downloadable database does not contain SSNs or EINs.

Additionally, some States maintain their own exclusion lists, pursuant to 42 CFR section 1002.210 or State authority, which include individuals and entities whom the State has barred from participating in State government programs. States with such lists should remind providers that they are obligated to search their State list routinely whenever they search the LEIE.

Conclusion

We know you share our commitment to combating fraud and abuse. We all understand that provider enrollment is the first line of defense in this endeavor. If we strengthen our efforts to identify excluded parties, the integrity and quality of the Medicaid program will be improved, benefiting Medicaid recipients and taxpayers across the country.

If you have any questions or would like any additional information on this guidance, please direct your inquiries to Ms. Claudia Simonson, Centers for Medicare & Medicaid Services, Center for Medicaid and State Operations, Medicaid Integrity Group, 233 North Michigan Avenue, Suite 600, Chicago, Illinois 60601 or claudia.simonson@cms.hhs.gov. Thank you for your assistance in this important endeavor.

Sincerely,

/s/

Herb B. Kuhn

Deputy Administrator

Acting Director, Center for Medicaid and State Operations

Page 6 – State Medicaid Director

cc:

CMS Regional Administrators

CMS Associate Regional Administrators
Division of Medicaid and Children's Health

Ann C. Kohler
NASMD Executive Director
American Public Human Services Association

Joy Wilson
Director, Health Committee
National Conference of State Legislatures

Matt Salo
Director of Health Legislation
National Governors Association

Debra Miller
Director for Health Policy
Council of State Governments

Christie Raniszewski Herrera
Director, Health and Human Services Task Force
American Legislative Exchange Council

Barbara W. Levine
Chief, Government Relations and Legal Affairs
Association of State and Territorial Health Officials

EXHIBIT “4”

Request

AIM Independent Living Center respectfully requests \$10,216 in Dwyer Grant funds to maintain its expanded Veteran Advocate Program. Without this support, AIM's Veterans Advocate Program funding levels only support 35 staff hours per week. Supplemental support from the Dwyer Grant increases staff hours to 40 per week. AIM's request also includes supervision, fringe, travel, marketing, supplies and administration costs.

Veteran Advocate Program Description

AIM's Veteran Advocate program is designed to meet the service and support needs of the veterans in our community and to prioritize veterans of every demographic, including those who are justice-involved or at risk of justice involvement. Since its inception in 2019, AIM's program has been funded, in part, by the New York State Division of Veterans' Services.

Specifically, AIM's program provides the following:

- Support and assistance involving legal issues and/or drug and alcohol abuse.
- Guidance related to securing and/or retaining long- and short-term housing.
- Navigation of educational and vocational opportunities.
- Encouragement, accountability, and peer support.
- Independent living skills training and development.
- Self-care awareness.
- Guidance with transportation barriers.
- Outreach, workshop, and events planning.
- Navigation of social systems and access to resources.

AIM's Veteran Advocate is required to be a veteran themselves, as being a peer allows for the natural development of a mentoring relationship. Through shared experiences, such relationships can offer not only support but also companionship, relatability, and accountability. Regular connections with veterans can also promote thought-provoking discussions that encourage self-discovery and personal, professional, and academic growth. This support walks hand in hand with the ability to recognize and find creative solutions to barriers.

How Dwyer Funds Help

Supplemental support from the Dwyer Grant allows AIM to increase the total number of local veterans served. In addition to providing the services mentioned above, AIM provides social opportunities to veterans and dedicates additional time to working directly with the county's veteran treatment court. From 2019-22, AIM assisted 17 veterans who were connected to the county's treatment court.

AIM Veteran Advocate Services Proposal, 2024

Also, we believe the funds reduce staff turnover because the Veteran Advocate's pay increases more than \$5,000. A reduction in turnover improves continuity of service and veteran outcomes.

Service Delivery

The AIM's Veteran Advocate works 8 a.m.-5 p.m. Monday-Friday. They are available outside of those hours by appointment, when needed. The program serves any military veteran who needs assistance, including those with other-than-honorable discharges.

Documentation & Service Records:

- Individual and group sessions, education forums, community and professional referrals, linkages, case progression, and outreach activities will be documented by the AIM Veteran Advocate staff that performed the activity.
- Staff will maintain files with copies of releases, notes, and referrals.
- Applicable information will be documented in CIL Suite (AIM's record keeping database). This includes goals, progress notes, and referrals.

Program Planning & Oversight

AIM's Veteran Advocate meets weekly with AIM's Veteran Directed Care Manager. Meetings include a review of data for trends, strategies to increase services, solutions to barriers, program development and outcomes.

Staff Qualifications:

- The Veteran Advocate must be a veteran.
- Computer Literacy: skilled with MS Office, MS Outlook, and internet research.
- Knowledge of systems, organizations, and community-based veteran resources.
- Strong communication skills, to include the ability to provide information to individuals of varying cognitive ability, background, and demographics.

Reporting and Program Outcome Metrics

AIM submits quarterly and annual reports to the New York State Division of Veterans' Services. Reports include the number of veterans served in the reporting period, the nature of services provided, veteran demographic served, and organizations and connections made. Similar data can be provided to Chemung County if requested.

Project Expenses

AIM Veteran Advocate Services Proposal, 2024

Personal Services: \$6,575. This line item accounts for the direct allocation of the Veteran Advocate for five hours per week (\$5,200; the Veteran Advocate's wage is \$20/hour), and 2.5% of the Veteran Directed Care Manager's wage (\$1,375; wage is \$55,000/year) for increased supervision.

- Fringe (20%): \$1,315.

Program Supplies: \$500. For costs associated with education, training, and planned program activities. Activities include costs associated with programs, events, outings, educational workshops, and gatherings that allow for veteran inclusion, socialization, strengthening life skills, personal growth, goal setting and civil integration.

Travel: \$500. For the costs associated with mileage reimbursement for program staff and or gas cards for veterans who volunteer to take others to social events. Program costs were derived using AIM's mileage reimbursement rate of .585 per mile and comparing the total miles to similar programs administered by AIM.

Printing: \$250. Copying and printing costs associated with the program.

Marketing: \$250. Costs associated with marketing of the program.

Agency Administration: \$826. This line item accounts for 8.8% of direct grant costs, which cannot be directly allocated to the program. Costs include general operating insurance, executive leadership, maintenance, administration, and IT support.

Total: \$10,216



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Phoenix Graphics, Inc. on behalf of the Chemung County Board of Elections

Resolution #: 24-096
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Phoenix Graphics is an approved sole source provider (Res # 21-258). They provide time sensitive absentee/affidavit ballots as well as, Dominion Optical Scan election Day and Early Voting ballots. Additionally, following state election laws, they print all absentee ballot envelopes.

Purchases include, printing absentee, affidavit and Election Day ballots as well as other additional election related printing supplies not to exceed \$75,000.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Phoenix Certification Letter.pdf	Phoenix Certification Letter	Cover Memo	1/29/2024
Dominion Certification Letter about Phoenix.pdf	Dominion Certification Letter	Cover Memo	1/29/2024

Phoenix Graphics, Inc.

Chemung County Board of Elections
378 South Main Street
PO Box 588
Elmira, NY 14902-0588
Attention: Commissioners of Elections

Dear Commissioners,

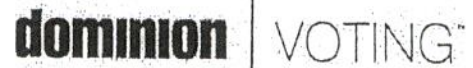
Phoenix Graphics is a certified NYS ballot printer for the Dominion Optical Scan Voting System. Please see the enclosed letter from Dominion with regards to our certification. All ballots are produced in strict accordance with NYS Election Law, regulations 6210 and the Statewide OGS 5 Year Contract requirements.

Sincerely,

PHOENIX GRAPHICS, INC.



Sal DeBiase
President



215 Spadina Ave, Suite 200
Toronto, ON M5T 2C7
Tel: (416) 762-8683
Fax: (416) 762-8663

February 17, 2010

Re: Certified Election Ballot Supplier Status

To whom it may concern,

This letter is to certify that Phoenix Graphics of Rochester, NY, is a certified election ballot supplier in New York State for Dominion Voting.

Phoenix Graphics has successfully met the stringent requirements of the Dominion Approved Supplier Program, designed to provide quality printing services to users of Dominion Voting's election products.

The qualification process included an extensive review of quality control practices, print capabilities, chain of custody management and security processes, as well as an election experience evaluation. The certification program ensures customer ballots are securely printed and delivered with 100% accuracy.

Sincerely,

A handwritten signature in black ink, appearing to read "Gio Costantiello".

Gio Costantiello
Director, Client Relations and Services
Dominion Voting Systems Corporation
Phone 416.762.8683
Fax 416.762.8663



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing Inter-municipal agreement with Schuyler County (Director of Weights and Measures)

Resolution #: 24-097
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Total Annual Cost: \$ 48,919.00 (payable in quarterly installments of \$12,229.75 (contract rate reviewable on an annual basis for the purpose of determining cost); agreement effective January 1, 2024 through December 31, 2028. Prior Resolution #18-538

ATTACHMENTS:

File Name	Description	Type	Upload Date
Weights Measures Shared Services.pdf	Weights & Measures Shared Services	Cover Memo	2/1/2024

**WEIGHTS AND MEASURES DIRECTOR SERVICES INTERMUNICIPAL AGREEMENT BETWEEN
CHEMUNG, YATES, AND SCHUYLER COUNTIES**

THIS AGREEMENT made between the **COUNTY OF CHEMUNG** (hereinafter referred to as "**CHEMUNG**"), a municipal corporation of the State of New York, on behalf of its applicable department(s), having its principal office at 203-205 Lake Street, Elmira, New York 14902 and the **COUNTY OF YATES** (hereinafter referred to as "**YATES**"), a municipal corporation of the State of New York, on behalf of its applicable department(s), having its principal office at 417 Liberty Street, Penn Yan, NY, 14527

AND

COUNTY OF SCHUYLER (hereinafter referred to as "**SCHUYLER**"), a municipal corporation of the State of New York, on behalf of its applicable department(s), having its principal office at 105 Ninth Street, Watkins Glen, New York 14891.

WITNESSETH

WHEREAS SCHUYLER employs an individual who holds the position of Director of Weights and Measures, and who possesses the qualifications outlined in **ATTACHMENT A**, hereinafter referred to as "Director"; and

WHEREAS the Director, in accordance with Article 16 and Section 181 of the New York State Agriculture and Markets Law, is empowered with certain power and duties; and

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

WHEREAS SCHUYLER is qualified to provide and is willing and authorized to furnish such services to **CHEMUNG/YATES** and,

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

WHEREAS it is the purpose of this Agreement to establish a formal binding relationship between **CHEMUNG/YATES** and **SCHUYLER** by which **SCHUYLER** through its Director, shall undertake to provide to **CHEMUNG/YATES** services consistent with the position of Weights and Measures Director as prescribed in NYS Agriculture and Markets Law; and

WHEREAS CHEMUNG/YATES and **SCHUYLER** may enter into an intermunicipal agreement as outlined in Section 180 of the New York State Agriculture and Markets law to share the functions, powers, and duties of one director of weights and measures; and

WHEREAS the Director employed by **SCHUYLER** shall perform for **CHEMUNG/YATES** all functions outlined in Section 181 of the New York State Agriculture and Markets law and shall report such activities to the New York State commissioner of Weights and Measures in such format as required by law; and

WHEREAS CHEMUNG/YATES and **SCHUYLER** are desirous of entering into such an intermunicipal agreement to appoint one individual to serve as Director to perform the duties as listed in **ATTACHMENT A**, with respect to services and consideration hereinafter provided,

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

TERM OF AGREEMENT

1. This Agreement shall become effective **JANUARY 1, 2024**, and shall terminate on **DECEMBER 31, 2028**, pursuant to N.Y. General Municipality Law section 119-0(2)(j) and may be extended by mutual written consent.

SCOPE OF SERVICES

2. During the term of this agreement, **SCHUYLER** shall perform for **CHEMUNG/YATES** the services required of a county director of weights and measures in accordance with the New York State Agriculture and Markets Law and all other laws, rules and regulations; wherein **SCHUYLER's** Director of Weights and Measures shall provide the above services to **CHEMUNG/YATES**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

3. **SCHUYLER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT C**, accurately lists any personnel and/or other costs for services to **CHEMUNG/YATES** to be rendered by **SCHUYLER** under this Agreement.

ASSIGNMENTS

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

COMPLIANCE WITH APPLICABLE LAWS

5. **SCHUYLER** shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State, and local statutes, rules and regulations. The **SCHUYLER** Director of Weights & Measures shall remain a **SCHUYLER** County employee in all respects and is subject to the liability and worker's compensation provisions provided to the director as an employee of **SCHUYLER**. Nothing herein shall be deemed to authorize **SCHUYLER** to infringe upon the discretion and ability of the Director to perform his duties in and on behalf of **CHEMUNG/YATES**.

SCHUYLER shall furnish services in accordance with applicable requirements of law and shall cooperate with **CHEMUNG/YATES** as may be required so that **CHEMUNG/YATES** shall be able to fulfill its function and responsibilities to meet all of the applicable county, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

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

RECORDS RETENTION

7. **SCHUYLER** agrees to retain all books, records, and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly

authorized by **CHEMUNG/YATES** shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. **SCHUYLER** and **CHEMUNG/YATES** shall observe and require the observance of applicable Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. **SCHUYLER** agrees that all claims submitted for reimbursement to **CHEMUNG/YATES** shall be true and correct and that reimbursement by **CHEMUNG/YATES** does not duplicate reimbursement received by **SCHUYLER** from any other sources.

TERMINATION

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

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

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

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

(1) Account for and refund to **CHEMUNG/YATES**, within 30 days, any unexpended funds which have been paid to **SCHUYLER** pursuant to this Agreement.

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

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

NON-DISCRIMINATION

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

EXECUTORY BASED ON AVAILABILITY OF MONIES

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

COOPERATION

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

GENERAL PROVISIONS

14. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
15. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
16. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

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

DATE: _____ **COUNTY OF CHEMUNG**

BY: _____
Chemung County Executive

DATE: _____ **COUNTY OF YATES**

BY: _____
_____, **Chairman**
Yates County Legislature

DATE: _____ **COUNTY OF SCHUYLER**

BY: _____
_____, **Chairman**
Schuyler County Legislature

Attachment A = Work Activities / Qualifications
Attachment B = Laws of the State of New York
Attachment C = Budget & Payment Schedule
Addendum A = Yates County Requirements

Exhibit #1=Authorizing Chemung Resolution
Exhibit #2=Authorizing Yates Resolution
Exhibit #3=Authorizing Schuyler Resolution

ATTACHMENT "A"
Work Activities / Qualifications

New York State Department of Agriculture and Markets
Bureau of Weights and Measures

Quality Manual

Appendix D. Part II Qualifications - Municipal Officials	Issued: 08/02/2004	Page 2 of 7
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MUNICIPAL DIRECTOR OF WEIGHTS AND MEASURES A

TYPICAL WORK ACTIVITIES

Municipal directors administer and enforce the provisions of Agriculture and Markets Law, Rules and Regulations as they relate to weights and measures and perform other duties as directed by the municipal governing body. Other duties may include services designed to aid and protect consumers. The incumbent takes charge of and safely keeps the municipal standards as prescribed by statute, and maintains a complete record of work performed. The director has access to all places of business, buildings or premises to inspect, test and ascertain if weights and measures, weighing and measuring devices and systems and accessories are correct and being used correctly and that commodities sold are properly labeled and accurately measured. The Director may supervise full-time, part-time or seasonal inspectors or clerical assistants. Although employed by the local legislative body, the Director is subject to the direction and supervision of the Commissioner of Agriculture and Markets, and his authorized representatives.

Directors in municipalities with up to 3,200 commercial devices will be appointed as Municipal Director of Weights and Measures A. The count of commercial devices are based on the annual report submitted to the Commissioner by the Municipal Director. In computing commercial devices, only 20% of the farm milk tanks in the jurisdiction are counted and weights associated with a commercial scale are counted as part of the device.

In performance of his job, the Director:

1. Visits stores, markets, warehouses, gas stations and other establishments to verify compliance with provisions of Article 16 and the associated regulations.
2. Inspects and samples petroleum products from retail and wholesale purchaser-consumer establishments as directed by the Commissioner.
3. May order substandard products removed from sale.
4. Determines the accuracy of commercial scales, meters, rulers and other measuring devices using standard weights and measures.
5. Seals those devices found to be correct and accurate within the allowable tolerances.
6. May order faulty devices repaired or replaced.
7. Examines and checks pre-packaged goods to verify correct labeling and accuracy of net contents.
8. May order mislabeled or short-weight products removed from sale.
9. May issue civil citations and may settle or compromise such or refer cases to the municipal attorney for commencement of civil actions or prosecution as criminal acts.
10. Submits narrative reports of inspections, violations and ordered repairs as required by regulations.
11. Responds to consumer complaints by investigation or testing as the occasion demands.
12. May train, supervise and direct the work of full-time, part-time or seasonal inspectors.
13. May testify in court proceedings related to civil and criminal litigation.

**New York State Department of Agriculture and Markets
Bureau of Weights and Measures**

Quality Manual

Appendix D. Part II Qualifications - Municipal Officials	Issued: 08/02/2004	Page 3 of 7
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JURISDICTION SUBCLASSES I AND II

Jurisdictions with 1,300 weighing and measuring devices or less are sub-classified as Class I.

Jurisdictions with between 1,300 and 3,200 weighing and measuring devices are sub-classified as Class II.

SPECIAL REQUIREMENTS FOR APPOINTMENT AND CONTINUED EMPLOYMENT

This class requires extensive travel. Appointees will be required to possess a valid New York State Motor Vehicle Operator's License or otherwise demonstrate a capacity to meet the transportation needs of the class to perform field work responsibilities. Municipal directors must reside in the municipality in which they serve.

DESIRED KNOWLEDGE, SKILLS, ABILITIES FOR FULL PERFORMANCE OF THE JOB

The director must have:

- Knowledge of laws, rules and regulations governing Weights and Measures programs
- Knowledge of practices and procedures used to inspect, test and ascertain if weighing and measuring devices and systems are correct or being used correctly
- Knowledge of measurement systems and units
- Ability to conduct thorough investigations
- Ability to conduct proper inspections and tests of weighing and measuring devices and systems and packaged commodities
- Ability to read and interpret complex written material
- Ability to understand complex mechanical equipment, its construction, repair and adjustments
- Ability to quickly and accurately make mathematical calculations
- Ability to write narrative reports that are clear and concise
- Ability to work in outdoor environments in all seasons
- Ability to manipulate standards and test equipment requiring fine motor skills
- Ability to manipulate objects weighing 50 pounds

**New York State Department of Agriculture and Markets
Bureau of Weights and Measures**

Quality Manual

Appendix D. Part II Qualifications - Municipal Officials	Issued: 08/02/2004	Page 4 of 7
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MINIMUM QUALIFICATIONS

Either:

- A) Satisfactory completion of 24 semester credit hours in the physical sciences*, engineering sciences, electronics sciences**, mechanical technology and/or mathematics*** from a regionally accredited or New York State registered college or university, or:
- B) Two years full time experience where the primary functions/responsibilities including any one of the following:
 - 1. Enforcing weights and measures laws and regulations and inspecting and testing of devices and packaged commodities.
 - 2. Inspecting, testing and repairing commercial weighing or measuring devices and/or industrial weighing or measuring devices per manufacturers specifications and tolerances.
 - 3. Inspecting and testing both quality and quantity of packaged or manufactured goods using precision scales/balances and other precision measuring equipment, performing data reductions, and assessing compliance of the results with appropriate specifications and tolerances.
 - 4. Conducting chemical or physical analyses using precision scales/balances and other precision measuring equipment, performing data reduction, and assessing compliance of results with the appropriate specifications and tolerances; or
- C) An equivalent combination of training and experience as defined within the limits of (A) and (B).

* Physical sciences include chemistry (inorganic chemistry, organic chemistry, biochemistry), earth sciences (meteorology, astronomy, geology), and physics.

** Electronics sciences do not include course work in electricity; electricity is a science that deals with the laws of electricity, while electronics is a branch of physics that deals with the emission, behavior, and effects of electrons (in tubes and transistors) and with electronic devices.

*** Mathematics includes course work in accounting, economics, etc., provided the primary focus of the course is manipulation of numbers.

NOTE: Verifiable part-time experience may be pro-rated toward meeting full-time experience requirements on the following basis: 8-15 hours per week is 1/4 time, 16-23 hours per week is 1/2 time, 24-31 hours per week is 3/4 time 32 + hours per week is full time.

ATTACHMENT "B"
Laws of the State of New York

New York State Weights and Measures Law
Article 16 of the Agriculture and Markets Law and Related Sections
Issued June 25, 2022

Section 180. Municipal directors of weights and measures

1. There shall be a county director of weights and measures in each county, except where (a) a county is wholly embraced within a city there shall be a city director of weights and measures, or (b) where two or more counties have entered into an intermunicipal agreement, pursuant to article five-G of the general municipal law, to share the function, powers, and duties of one director of weights and measures, Any county or city having a population of one million or more may elect to designate its commissioner of consumer affairs as its director of weights and measures. The county of Westchester may elect to designate its commissioner or director of consumer affairs as its director of weights and measures. Subdivision four of this section shall not apply to a commissioner or director of consumer affairs so designated.

2. No city may institute a weights and measures program. Provided, that any city which maintained a weights and measures program on January first, nineteen hundred seventy-six may continue such program under a city director of weights and measures.

a. Any such city may contract with the legislature of the county in which it is located for the county director of weights and measures to perform the duties of and have the same powers within such city as the city director. Such contract shall fix the amount to be paid annually by the city to the county for such services. During the period such contract is in force and effect, the office of city director of weights and measures shall be abolished.

b. The county director shall not have jurisdiction in any city which has a city director of weights and measures, except in the county of Westchester the county director shall have concurrent jurisdiction with city directors of weights and measures in such county.

3. Nothing contained herein shall prohibit the governing body of any county or city from assigning to its municipal director powers and duties in addition to the powers and duties prescribed by this article provided such additional powers and duties deal primarily with services designed to aid and protect the consumer and are not inconsistent with the provisions of this article.

4. The municipal director shall be appointed by the appropriate authority of the municipality in which he resides having the general power of appointment of officers and employees. Where two or more counties have entered into an intermunicipal agreement, pursuant to article five-G of the general municipal law, to share the functions, powers, and duties of one director of weights and measures, such municipal director may reside in any county that is a party to the municipal agreement. He shall be paid a salary determined by the appropriate authority and shall be provided by such authority with the working standards of weights, measures and other equipment as required by rules and regulations promulgated in accordance with this article. The position of municipal director of weights and measures shall be in the competitive class of the civil service with respect to all persons appointed on or after the effective date of this act.

Section 181. Powers and duties of municipal directors; prosecution for violations; local fees

Each municipal director appointed pursuant to the provisions of section one hundred eighty of this article, personally or through his authorized agents, shall:

1. Administer, supervise and enforce within his municipality the provisions of this article and the rules and regulations adopted pursuant thereto.

2. Take charge of and safely keep the municipal standards and, at least once every five years, submit such standards

to the commissioner, at the place where the standards of the state are kept, for calibration and certification.

3. Keep a complete record of the work done by him and make reports of such work to the commissioner at the times and in the form required by the commissioner.

4. In the general performance of his official duties, in the execution of the provisions of this article; have access to all places of business, buildings or premises; and stop any vendor or dealer whatsoever for the purpose of making proper inspections and tests.

5. Inspect, test and ascertain, as frequently as prescribed by the commissioner, if weights and measures, weighing and measuring devices and systems and pricing devices and systems, and accessories related thereto, which are used commercially by any person, firm or corporation, including but not limited to coin counting machines used by any coin processor required to be licensed pursuant to article twenty-seven-A of the general business law ("coin processor licensing act"), are correct and being used correctly.

6. Weigh, measure and inspect packaged commodities kept, offered or exposed for sale, sold or in the process of delivery to determine whether such packages contain the amounts represented and whether they are kept, offered or exposed for sale in accordance with this article or the rules and regulations promulgated pursuant thereto.

7. a. Upon finding a violation of the provisions of this article or the rules and regulations promulgated pursuant thereto, expeditiously cause the same to be corrected or where there is evidence of intent to defraud refer evidence of such violation to the district attorney of the county for prosecution under section forty-one of this chapter or in the absence of intent to defraud refer to the attorney for the municipality for commencement of a civil action, in the name of the municipality, to recover a civil penalty in the amounts prescribed in sections thirty-nine and forty of this chapter. A cause of action for recovery of such penalty may be released, settled or compromised by the municipal director before the matter is referred to the municipal attorney or thereafter by such attorney. Notwithstanding the provisions of section forty-five of this chapter, all moneys collected hereunder shall be retained by the municipality.

b. The municipal director in a city having a population of one million or more may hold a hearing to determine whether a violation of the provisions of this article has occurred. At least two weeks written notice of a hearing shall be served either personally on the individual in charge of the place of business where the alleged violation occurred or by certified or registered mail addressed to such place of business. Such notice shall contain a concise statement of the facts constituting the alleged violation and shall set forth the date, time and place that the hearing will be held. At a hearing conducted by him or his designee, the municipal director shall be authorized to recovery any penalty imposed as the result of a finding of a violation of the provisions of this article.

8. Have authority to establish and collect fees for the inspection and testing of all weights and measures, weighing and measuring devices and systems and pricing devices and systems, and accessories related thereto within his jurisdiction. Provided, however, that the commissioner shall, after public hearing, promulgate rules and regulations fixing maximum levels for such fees and governing any other aspect thereof, including the frequency of such inspections, as he deems necessary. All fees collected by the municipal director shall be paid into the appropriate municipal treasury. No additional fees shall be assessed for pricing accuracy inspections where the retail store being inspected has previously passed two consecutive inspections during the calendar year.

9. Inspect and test fuels for conformance with applicable standards and enforce against violations of such standards.

ATTACHMENT "C"
BUDGET& PAYMENT SCHEDULE

In consideration for services to be provided by **SCHUYLER, CHEMUNG** shall pay to **SCHUYLER** the sum of FORTY-EIGHT THOUSAND, NINE HUNDRED NINETEEN DOLLARS (\$48,919.00) for fiscal year 2024 payable in quarterly installments of \$12,229.75 commencing January 1, 2024. Fiscal years 2025 through 2028 remittance shall be established by mutual agreement of the above parties no later than November 1st of the preceding calendar year and may be amended if influenced by factors such as cost of living wage increases and reconciliation of each entities actual accrued expenses to date.

In consideration for services to be provided by **SCHUYLER, YATES** shall pay to **SCHUYLER** the sum of TWENTY-EIGHT THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS (\$28,975) for fiscal year 2024 payable in quarterly installments of \$7,243.75 commencing January 1, 2024. Fiscal years 2025 through 2028 remittance shall be established by mutual agreement of the above parties no later than November 1st of the preceding calendar year and may be amended if influenced by factors such as cost of living wage increases and reconciliation of each entities actual accrued expenses to date.

**** Method of calculation:** Determine total W&M Expenses, (salary, fringe, and department operational expenses), subtract all NYS Petroleum Quality Program revenue, remaining cost is then divided by the percentage of overall tested devices that exist in each county at the time of annual budget submission.

2024 Chemung-Yates-Schuyler W&M Budget					
10 weeks	\$25,808	Salary & Fringe (C.Boyce: \$16,874 / \$8,934)(1/1/24-3/8/24)			
9 weeks	\$12,112	Salary & Fringe (J.Gascon: \$9,519 / \$2,593)(1/8/24-3/8/24)			
42 weeks	\$65,353	Salary & Fringe (J.Gascon: \$52,500 / \$12,853)(3/9/24-12/31/24)			
24 days	\$8,100	Additional Training - Maximum - C.Boyce: (3/9/24-12/31/24)			
	\$14,875	Department Operation			
Total	\$126,248				
Minus	\$7,351	Petroleum Quality Revenue			
Net	\$118,897				
W&M	Device	Device	County	Minus Estimated	
	Count	Percentage	Cost	Fee Revenue	Net
Chemung	1552	60.32%	\$71,719	\$22,800	\$48,919
Yates	627	24.37%	\$28,975	xxxxxx	\$28,975
Schuyler	394	15.31%	\$18,203	\$7,200	\$11,003
Total	2573	100%	\$118,897		

ADDENDUM A – YATES COUNTY REQUIREMENTS

SCHUYLER's Director of Weights and Measures shall provide regular written reports to **YATES'** Building Maintenance Supervisor outlining the particular activities and services the Director provided in and to **YATES** for the given months. Submitting said reports in email is acceptable.

SCHUYLER will carry General Liability Insurance; \$1,000,000 Combined Single Limit or Equivalent, naming **YATES** as an additional insured.

SCHUYLER hereby releases **YATES** from and agrees that **YATES** shall not be liable for and agrees to defend, indemnify and hold **YATES** harmless from and against any and all loss, claim, cause of action, damages, liability (including, without limitations, strict or absolute liability in tort or imposed by statute) charge, cost or expense (including; without limitation, counsel fees) incurred in connection with or arising out of any loss or damages to property or injury to or death of any and all persons that may arise out of acts, or the failure to act, of **SCHUYLER** in connection with the services provided pursuant to this agreement.

Exhibit #1 = Authorizing Chemung Resolution.

Exhibit #2 = Authorizing Yates Resolution.

Exhibit #3 = Authorizing Schuyler Resolution.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of 2024-2025 New York State Local Government Records Management Improvement Fund Grant on behalf of the Chemung County Department of Records and Imaging

Resolution #: 24-098
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

Records and Information requests authorization to apply for and accept the 2024-2025 Local Government Records Management Improvement Fund (LGRMIF) Grant from NYS Archives in amount not to exceed \$75,000. Grant funds will be utilized to enhance the County's records conversion and access capabilities. Primary project will be the procurement of (2) book scanner with cradle and 5 year software licenses to integrate with Onbase and Landex (Clerk's). The scanners will allow scanning of bound books without having to disassemble the book. It will also accommodate flat surface scanning which we currently cannot do with our scanners. This will be useful when we are presented with record sheets/pages that are damaged to the extent that the paper cannot be placed in the page feeding scanner. It will eliminate the need to photocopy the record in order to get a scan. The DPW (including City of Elmira sewer surveys), Clerk's Office and Board of Elections all have bound books/ledgers that would benefit from being digitized. The Clerk's records will be scanned to the Landex system which will allow public view for a fee; a revenue system is already in place. DPW has over 1,000 field books and the Clerk's has thousands of books that could be scanned. Two scanners are approximately \$36,000. There may be a need to hire temporary staff to do scanning duties of these records, in an order to make a significant impact, so I am asking for the available full grant award in the event additional staff is needed and approved. Grant applications are due 3/11/24. Grant program period is one year; anticipated execution date is 7/1/2024.

ATTACHMENTS:

File Name	Description	Type	Upload Date
NYS Archives RFP #GC24-006.pdf	NYS Archives Grant	Cover Memo	2/21/2024
Bookeve 5 V3 Professional Scanner Brochure.pdf	Bookeve 5	Cover Memo	2/21/2024
Bookeve Scanner quote 2024.pdf	Bookeve Quote	Cover Memo	2/21/2024



GRANTS ADMINISTRATION UNIT • 9A81 Cultural Education Center • Albany, NY 12230 • 518-474-6926

LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND
(RFP #GC24-006)

Grant Application Guide
2024-2025

Application Deadline ,
March 11, 2024
5:00 PM

All applications must be submitted electronically.
If you have difficulty completing an online application,
contact the Grants Administration Unit at 518-474-6926



The University of the State of New York
The State Education Department
New York State Archives
www.nysed.gov • www.archives.nysed.gov

THE UNIVERSITY OF THE STATE OF NEW YORK

Commissioner of Education and President of The University

BETTY A. ROSA, B.A., M.S. in Ed., M.S. in Ed., M.Ed., Ed.D

DEPUTY COMMISSIONER, CULTURAL EDUCATION

MARK SCHAMING

Assistant Commissioner, New York State Archives

Vacant

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General Information

Introduction

The Local Government Records Management Improvement Fund (LGRMIF) grants program provides funds to help local governments establish records management programs or develop new program components. It is a competitive program, awarding grants based on the merits of applications. The LGRMIF, created in 1989, is derived from fees collected by county clerks and the New York City Register for the recording of selected documents and for the assignment by county clerks of index numbers for certain court cases. The amount of grant funding available each year depends on the number of documents recorded and index numbers assigned that year.

The purpose of LGRMIF grants is not to support local government records management programs indefinitely. Local governments are expected to assume primary responsibility for ongoing support of their programs by providing the resources to manage their records on a continuing basis. This is consistent with the 1987 Local Government Records Law (Article 57-A, Arts and Cultural Affairs Law), which requires most local governments to designate a Records Management Officer (RMO) and to develop a records management program.

The State Archives encourages local government officials to review one of the LGRMIF grant application information [webinars](#). In addition, applicants may direct questions regarding the LGRMIF to their respective Records Advisory Officer (RAO), to the State Archives' Grants Administration Unit in Albany at 518-474-6926, or via email to archgrants@nysed.gov. (See the directory of RAO offices, with contact information for each of the RAOs, in the appendices.) New York City mayoral agencies must also contact the New York City Department of Records' Grant Administration Unit at 212-788-7513 or via email at grants@records.nyc.gov for information and assistance with additional requirements that are specific to them.

To comply with formal bidding procedures, the State Archives must receive, by February 15, 2024, any questions that have not already been addressed in this guide or through the [frequently asked questions \(FAQs\)](#).

Submit all questions to the Grants Administration Unit at archgrants@nysed.gov. Questions and their answers will be posted to the New York State Archives' LGRMIF FAQ webpage, which will be updated as needed.

+

LGRMIF applicants requesting in excess of \$25,000 are required to comply with SED's Minority and Women-Owned Business Enterprises (M/WBE) policy. Compliance can be achieved by one of the following methods: full participation, partial participation (partial request for a waiver), or no participation (full request for a waiver). Full participation by meeting or exceeding the M/WBE participation goal for this grant is the preferred method. Additional information is contained under the Procurement section.

Summary of Major Changes

- The State Archives will award grants based on funding available for the 2024-2025 Local Government Records Management Improvement Fund grant year. As required by law, \$1,000,000 will be allocated from available funds for projects for the City of New York.
- The deadline for requesting a **new** eGrants user account has been increased to **10** business days prior to the posted application deadline. If your local government's RMO had an eGrants account but they no longer hold that position, a **new** account needs to be created for the current RMO *and is subject to the deadline specified above*. The Grants Administration Unit cannot make exceptions to this closing date.
- The Institutional Authorization form no longer requires a signature from your records management officer (RMO). Only an original signature from your CEO/CAO is required.
- Prior to applying, the State Archives strongly encourages applicants to verify that the information in SED's client database, SEDREF, is correct by accessing the [SEDREF public portal](#). If it is incorrect, submit a revised [Standard Data Capture Form](#) (SDCF) **prior** to submitting your application so we can update your SEDREF record. The revised SDCF can be emailed to archgrants@nysed.gov. If the information in SEDREF is correct, there is no need to submit an SDCF with your application.
- The Payee Information form is no longer required to be submitted with an application. If the Grants Administration Unit (GAU) needs the form from your institution, the GAU will contact you. If your institution does not have a vendor ID, however, you will still need to submit the form with the NYSED Substitute W-9.

Timetable

6 February 2024	Due date for submitting a Notice of Intent (NOI) to apply for an LGRMIF grant for the 2024-2025 grant year. Note: This applies only to not-for-profit volunteer fire companies and volunteer ambulance services.
15 February 2024	Questions that have not already been addressed in this guide or through the frequently asked questions (FAQs) must be submitted to archgrants@nysed.gov before 5:00 pm on this date.
26 February 2024	Registration forms requesting new eGrants user accounts must be submitted before 5:00 pm on this date. *If a former RMO had an account, it is not transferable to the current RMO. Please check with the Grants Administration Unit prior to the deadline if you are not sure about your RMO's account status!
11 March 2024	Grant applications must be submitted electronically before 5:00 pm on this date. Also, the paper signature forms required for all applications must be postmarked by this date.
1 July 2024	Earliest date grants projects may start, contingent on final approval from the Division of the Budget and the Office of the State Comptroller.
1 June 2025	All budget amendment templates must be submitted electronically before 5:00 pm on this date. Also, the paper FS-10-A form, Proposed Amendment, if required, must be postmarked by this date.
30 June 2025	All work on grants projects must be completed.
31 July 2025	Final Reports must be submitted electronically and form FS-10-F, Final Expenditure Report, must be postmarked by this date.
Note:	Grant recipients who have not submitted the necessary M/WBE forms during the application process should submit them electronically within thirty days from the date of notice of grant award. Failure to do so may result in loss of funding.

Eligibility Requirements

To be eligible to apply for an LGRMIF grant, most local governments in New York State are required to have the following in place by the application deadline:

- Records Management Officer (RMO) appointed
- Adopt the State Archives LGS-1 records retention and disposition schedule

The only exceptions to this are the City of New York and its five county clerks and five district attorneys, community school districts in New York City, and housing authorities, none of which are required to have RMOs or to adopt State Archives records retention and disposition schedule.

The State Education Department's (SED's) Grants Finance Unit will not release grant funds if you have failed to file the required final fiscal or narrative reports for any SED grant (which includes LGRMIF grants). Please also note that an application will not be forwarded for review if you have not submitted all final reports associated with previously awarded grants, exclusive of the current grant award period.

Local Authorities

In the past, the State Archives considered Public Benefit Corporations with local or regional jurisdiction to be independent units of local government and therefore eligible to apply for LGRMIF funding. Currently, the State Archives considers local Authorities under the [Public Authorities Law](#), including public benefit corporations, to be local governments and eligible to apply for LGRMIF funding. The State Archives considers state authorities under the Public Authorities Law to be state agencies and not eligible for LGRMIF funding. However, state authorities previously considered by the State Archives to be local governments and who previously received LGRMIF funding may continue to apply for LGRMIF funding as the State Archives transitions their status from local government to state agency and develops the necessary records retention and disposition schedule.

Community Colleges

A community college sponsored by more than one county may apply for and receive grant payment as a separate local government. A community college sponsored by a single county may apply for grant funding only through its county's RMO and with the approval of the county's chief administrative official, whose signature is required on the appropriate required paper forms. All pertinent applicant information will refer to the county only, not the community college, with the exception of naming a project director.

A single county may apply for an additional grant so long as that application focuses entirely on the records of its community college. In both cases grant payment will be made to the county as the eligible entity.

Fire Districts, Volunteer Fire Companies, Emergency Rescue Services, and Ambulance Services

Fire districts are eligible to apply for LGRMIF grants because they are local governments, but they must meet the above eligibility requirements.

Pursuant to Chapter 508 of the Laws of 2014, volunteer fire companies and voluntary ambulance services are eligible to apply for LGRMIF grants. As they are not-for-profit entities, not local governments under the Local Government Records Law, they are not subject to the above eligibility requirements.

Not-for-profit entities other than volunteer fire companies incorporated under section 1402 of the Not-For-Profit Corporation Law are required to register in the [New York Statewide Financial System \(SFS\)](#), and to complete the Vendor Prequalification process in order for their LGRMIF grant applications to be evaluated. Additional information on the prequalification process is available below and at the end of this document.

Emergency rescue services are neither local governments under the Local Government Records Law, nor covered by Chapter 508 of the Laws of 2014. Consequently, they are not eligible to apply for LGRMIF grants.

Libraries

Public libraries that are independent local government entities or units of other local governments are eligible to apply for funding. Libraries that are a unit of another local government would have to apply through their respective governing body. For additional information, please consult the State Archives' publication "[Retention and Disposition of Library and Library System Records](#)".

Charter Schools

Charter schools are not local governments under the Local Government Records Law and are not subject to the State Archives records disposition authority. As a result, they are not eligible to apply for LGRMIF funding.

Please contact the State Archives Grants Administration Unit at archgrants@nysed.gov for all questions about LGRMIF grant application eligibility.

NYC Department of Records and Information Services (DORIS) Grants

By law, the City of New York can receive up to \$1 million in LGRMIF grant funds each year. The departments of New York City apply through the standard application process and must compete for funding, just as other applicants. As part of this \$1 million allowance, DORIS, which directly administers LGRMIF grants to New York City departments, is also eligible for a grant of up to \$200,000 to support the administration of these grants and may also apply for a grant to address its own archives and records management issues.

For the purposes of LGRMIF grants, individual agencies of the City of New York are treated as local governments. Agencies may apply for individual grants focused solely on their respective agencies and may request up to \$75,000. Alternatively, two or more agencies may band together to apply for a shared services application. In which case, the money for such grant projects will be part of the \$1,000,000 allowance to New York City.

DORIS, as the administrator of LGRMIF grants to the City of New York, shall provide the State Archives with a listing of projects proposed by New York City departments in priority order, including the amount requested for each project. This listing should be part of the cover letter that accompanies the signed FS-10 budgets that are submitted in hard copy to the Grants Administration Unit. In the event of a tie where there is not enough money to fund all tying projects, the application or applications that will be funded are those that are the higher priority without exceeding the amount available.

NYC Board of Education

The New York City Board of Education may now apply for an LGRMIF grant independent of NYC DORIS. The department must meet eligibility requirements and its RMO must have a State Archives eGrants user account.

Prequalification Requirements

The State of New York has implemented a [statewide prequalification process](#) designed to facilitate prompt contracting for not-for-profit vendors. **This does not apply to local governments.** All not-for-profit vendors are required to pre-qualify prior to grant application. This includes all currently funded not-for-profit institutions that have already received an award and are in the middle of the program cycle. The pre-qualification must be completed by all not-for-profit institutions prior to application in order to receive an award under this RFP. Please review the additional information regarding this requirement in the Prequalification for Individual Applications section towards the end of this document.

Note: Volunteer Firefighter Companies incorporated under §1402 of the Not-For-Profit Corporation Law are no longer required to pre-qualify in order to be eligible to apply for LGRMIF grants.

Notice of Intent

The Notice of Intent (NOI) is **not** a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. A non-profit applicant's NOI will also help to facilitate timely review of their prequalification materials. The notice of intent is a simple email notice stating your organization's (use the legal name) intent to submit an application for this grant. The due date is 02/06/24 at 5:00 PM. Please send the NOI to the State Archives, Grants Administration Unit, at archgrants@nysed.gov.

Types of Grants

Introduction

Two types of competitive grants are available: Shared Services and Individual. Each type has multiple project categories: Disaster Management, Inactive Records, Historical Records, Files Management, and Document Conversion and Access. An overview of these categories, including category requirements and eligible activities, follows later in this document.

Applicants may submit or be a party to only one grant application, unless the second application is for a project under the Disaster Management category or in the case of a county where the second application is focused entirely on the records of its community college. The maximum amount allowed for a Disaster Management project is \$10,000 when an applicant applies for this as a second application. If an applicant is submitting only one application and that application is for Disaster Management, the applicant may request up to \$75,000 (for an Individual project) or \$150,000 (for a Shared Services project). No local government can be a party to three or more competitive grant applications in the same year under any circumstances.

Shared Services Grants

Shared Services Grants involve two or more local governments working together, with one government acting as the lead. Shared Services projects continue to be a priority for funding at the State Archives.

Applicants proposing a Shared Services project may request up to \$150,000. To be eligible for funding, a Shared Services application must demonstrate how the grant project will establish an ongoing cooperative relationship between governments that results in sustainable programmatic change. Note that the [New York State General Municipal Law Section 119-O](#) states that municipal corporations and districts have the power to enter into agreements, including shared services agreements, with each other but that the maximum term of such agreements cannot exceed five years, unless another law otherwise provides for a longer term.

Applicants for Shared Services grants must address each of the following:

- Prove there is need for the project. If a needs assessment is essential for proving the viability of a project, it is the responsibility of the governments involved to ensure a needs assessment is submitted with the application.
- Demonstrate the clear financial and administrative advantages of working together by including a cost-benefit analysis that demonstrates the cost savings of implementing the proposed project.
- Any local government that is integral to the success or sustainability of a Shared Services project must be listed either as the lead applicant or a participating partner.
- Demonstrate the mutual benefits of the project to all participants.

- Provide information on the type, size, and function of the governments and government departments involved, detailed information about the records that will be the focus of the project, and the basis of all costs.
- Include a signed Shared Services Agreement Form for each participating institution of your project. Scan the signed form(s) and upload the form(s) to your application as an attachment. Please use "SS Agreement" as the description for your attachment. If a participating institution is not listed in eGrants, have the institution complete and submit a [Standard Data Capture Form](#) to archgrants@nysed.gov.
- Demonstrate the full participation and support of all participants. Note that this participation and support cannot be fulfilled merely by submitting the required Shared Services agreement forms, which only address the willingness of a local government to participate in a Shared Services grant project. Each Shared Services application must include information about how the participants will continue to work together into the future.
- Demonstrate that the proposed project will result in ongoing, positive programmatic change involving an alliance of two or more local governments. Also, demonstrate that all participating local governments are committed to supporting and expanding project results, through dedicated funds and staff, for the long term.

All of the following administrative requirements must also be met by Shared Services applicants:

- One of the local government participants must be designated to serve as the lead applicant and fiscal agent for the grant. The lead applicant and participating local government partners must be eligible grant recipients, as defined by the program statute or regulation.
- The lead applicant must be responsible for the greatest percentage of the budget relative to the other collaborating members.
- In the event a grant is awarded for a Shared Services project, the award will be prepared in the name of the lead applicant only.

The lead applicant must meet the following requirements:

- Must be an eligible grant recipient as defined by statute.
- Must receive and administer the grant funds and submit the required reports to account for the use of grant funds.
- Must require local government partners to provide a letter of intent. Each letter must explain what the government will do in the course of the project; how funds, personnel, facilities, and tasks will be shared; and what benefits will be gained. Each letter must be signed by the chief administrative officer of the participating government.
- Must be an active member of the partnership.
- Cannot act as a flow-through for grant funds to pass to other recipients.
- Is prohibited from sub-granting funds to other recipients, but the lead applicant is permitted to contract for services with other partners or consultants to provide services that the lead applicant cannot provide itself.
- Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each will participate.

If applicants for Shared Services grants do not meet all of these administrative and other requirements as indicated above, their proposals will be ineligible for funding.

Should circumstances prevent a Shared Services participant from completing their portion of an approved grant, any unused funds previously designated for that local government's share of the work must be returned at the end of the project.

A coterminous town-village, wherein a town and a village share the same boundaries and governing structure, is not eligible to apply as two partners in a Shared Services project (with the exception of the Town and Village of Green Island, which function as totally separate entities). However, the coterminous town-village can be involved in a Shared Services project with a third local government.

Applicants for Shared Services arrangements for the storage of records in any form are required, by the Arts and Cultural Affairs Law Sect. 57.31, to obtain the consent of the Commissioner of Education for each cooperating member that is storing records in a facility that it itself does not maintain. Contact the State Archives for further information. Applicants and participating institutions are not required to obtain this consent prior to submitting their application but should indicate in the application their intent to obtain this consent upon grant award notification.

Individual Grants

Individual grants involve a single local government, a single volunteer fire company, or a single voluntary ambulance service. Applicants may request up to \$75,000 and may apply under any of the project categories listed later in this document. Under this type of application, preference will be given to first-time applicants who are applying for a grant in the Inactive Records category in order to complete an inventory and planning project. This preference will be expressed in the form of bonus points (10).

Disaster Recovery Grants

The LGRMIF program will award grants up to \$20,000 to support disaster recovery projects. All local governments, except New York City municipal agencies, are eligible to apply whenever a disaster involving records occurs. Disaster recovery grant applications must be submitted within thirty days of the disaster, unless extenuating circumstances preclude this. The disaster grant due date is based on the date of the disaster, and these applications are reviewed separately, as they occur, and are not tied to the regular LGRMIF application deadline. If you experience a records disaster, contact your [Records Advisory Officer](#) (RAO) immediately. If your RAO is not available, call Local Government Advisory Services in Albany at 518-474-6926. Also, visit our "[Disaster Management](#)" and "[Disaster Recovery Grants](#)" webpages for more information on disaster recovery and the application process.

Funding

The State Archives will award grants based on funding available for the 2024-2025 Local Government Records Management Improvement Fund grant year. As required by law,

\$1,000,000 will be allocated from available funds for projects for the City of New York.

Project Categories

Note: Projects that propose to create data or records or to improve a business process are not eligible for funding. Examples of these include:

- Water meter reading projects
- Projects to initiate or enhance a government's ability to transact business over the Internet
- The implementation of incident voice recording systems
- The creation of GIS data by use of Global Positioning System (GPS) units
- The installation of billing programs and other software applications that do not manage records as their primary purpose
- Business Process Analyses (BPAs)

Needs assessments, except for Inactive Records and Historical Records projects, are also ineligible. If you need assistance framing your project in records management terms, contact your RAO or Archives staff in Albany.

Disaster Management

Disaster Management supports projects to develop, test, and implement disaster and business recovery plans and systems to protect local government archival and vital records. Projects under this category must address both hardcopy and electronic records systems.

Local governments may apply for two grants only if the second application is for Disaster Management planning. The maximum award for projects under this category is \$10,000 when an applicant applies for this as a second application. If an applicant is submitting only one application and that application is for Disaster Management, the applicant may request up to \$75,000 for that Disaster Management project. The Archives encourages, but does not require, governments to produce their own disaster plans to help ensure the relevance of the plans and the governments' investment in disaster preparedness and response.

Examples of activities

- Hiring a consultant to develop a disaster and business recovery plan for a local government's archival and vital records or for a shared services consortium's archival and vital records.
- Testing and implementing the recommendations of a disaster and business recovery plan.

Category Requirements

- If proposing the creation of a disaster plan, you must also include a detailed accounting of the specific risks faced by your government and its facilities.
- Any proposed disaster plan must include a section that addresses the specific risks faced

by the applicant and its facilities and the government's plan to eliminate, avoid, or mitigate those risks.

Inactive Records

This category encompasses projects to plan, develop, or improve the management of records during the inactive phase of their life cycle. Inactive records are records that are used infrequently but must be retained because their retention periods have not yet expired. This category also includes projects for governments to conduct records inventories to determine what records they have, identify obsolete records, improve how they organize and control records, and, generally, chart a course for the future of their records management programs. Inventory and Planning projects frequently focus on a backlog of inactive records, although they may also include active records.

Examples of activities

- A comprehensive inventory of all government records (active and inactive), or an inventory focused on the records of a specific department or departments.
- An inventory focused on a specific record format (maps and plans, email, or electronic records).
- Projects to inventory, organize, and enhance the accessibility of inactive records. These include identifying and consolidating all inactive records, integrating records into an inactive storage area, purging obsolete records, developing retrieval methods, and formulating policies for managing inactive records. Inactive Records projects may also involve hiring a consultant to develop a strategy, help formalize policies and procedures, and map the required technology infrastructure for managing inactive electronic records. Note: Per the [OGS Preferred Source List](#), both NYSID and NYSPSP are Preferred Sources for secure document destruction/shredding. For more information see the Procurement section of these Guidelines.
- Local governments, depending on their location, can also take advantage of the [State Wastepaper Recycling Contract](#). This contract is administered by the [State Records Center](#).
- [Corcraft](#), an industry program within the New York State Department of Corrections and Community Supervision, is a Preferred Source for the purchase of shelving. For more information see the Procurement section of these Guidelines.
- Projects to improve an inactive records storage facility. Funding is available to purchase and install intruder alarm systems, fire-detection systems, fire-suppression systems, water detectors, environmental monitoring equipment, and stationary or mobile shelving for inactive records storage facilities. Minor renovations and improvements to storage facilities are also eligible. This may include the services of architects or engineers to develop plans and specifications for a proposed facility to store hardcopy records.

For information on records inventory and planning, consult State Archives publication [Inventory and Planning](#). This publication includes a worksheet to use for entering information directly by hand or for designing a database to ensure the uniformity of data collection. For information about managing and storing Inactive Records, see the publication [Guidelines for Storage of Inactive Government Records](#). Information about developing office retention schedules can be found in the State Archives publication [Retention and Disposition of Records](#).

Category Requirements

For inventory projects

- All records inventory projects must include the development of a records management needs assessment and program plan that addresses short- and long-term goals. Describe the process you will use to develop the needs assessment and records management plan.
- Indicate, in cubic feet or bytes, the approximate quantity of records you intend to inventory or organize. Use the “[Table of Cubic-Foot Equivalents](#)” to estimate cubic footage. Estimate inventory rates for electronic records by conducting a test inventory of a single electronic recordkeeping system.
- If applicable, explain how you will use the data from any survey or inventory project to implement office retention schedules using LGS-1. **Note:** Volunteer fire companies are not covered by State Archives Retention and Disposition Schedule for Local Governments LGS-1. As a result, any application involving one or more volunteer fire companies should explain how the applicant will develop its own records retention and disposition schedules, including obtaining approval for their use. Applicants are encouraged to consult their legal counsel, professional organizations, and/or the New York State Office of Fire Prevention and Control for guidance.
- If planning a partial inventory, specify which offices, government functions, or records formats (paper or electronic) the grant project will cover and why.
- Indicate an inventory or purging rate and how you arrived at that rate. The standard inventory rate is one to two cubic feet per hour for paper records. This rate may be slower for projects involving a small volume of records.

For inactive records projects

- Explain why you selected a particular site for records storage and describe the suitability of that site based on location, size, security, and environmental conditions or based on the improvements that will occur because of the proposed grants project. Identify the departments that will use the storage area and the controls you will employ to ensure the security of the records.
- Include to-scale floor plans of proposed storage areas that indicate all dimensions (length, width, and height) and include the proposed layout of shelving. Indicate the number of cubic-foot boxes that will fit on each unit of shelving. Plan for at least 30% more space based on the volume of records. For example, if you have 100 cubic feet of records to store, include space to store 130 cubic feet of records.
- Your shelving arrangement should allow for aisles approximately 36” wide, which will satisfy requirements under the Americans with Disabilities Act (ADA). For additional information about compliance with ADA accessibility requirements applicants should consult [Americans with Disabilities Act Title III Regulations](#).
- Indicate that the floor load capacity of the chosen site can support the weight of the stored records unless the storage area proposed is on a slab.

Historical Records

Historical records, also known as archival records, are those records worthy of permanent preservation and special care because of the continuing importance of the information they contain. These records are frequently identified on the LGS-1 records retention and disposition schedule as having permanent retention periods or potential historical importance. Historical records may exist in a variety of formats, including paper files, maps, photographs, videotapes, or computer files. LGRMIF funds cannot be used to care for published materials, which include newspapers (including clippings), books, magazines, and published maps.

Applicants in this category are strongly encouraged to work with the State Archives when planning to create series descriptions, catalog records, and collection guides, or finding aids, in electronic format for use on a local website or through the [Empire Archival Discovery Cooperative \(EADC\)](#). EADC offers an online data entry process that enables institutions to create and deliver standardized finding aids. For assistance, call the State Archives' Archival Services Program at 518-474-6926, or e-mail dhs@nysed.gov. The State Archives also offers [webinars](#) on creating finding aids. Note: the EADC has an initial set-up fee as well as an annual fee. The set-up fee is an eligible expense in the LGRMIF program, but the annual fee is not.

Examples of activities

- Assessing the current status of archival records in order to identify needs, develop plans, write policies and procedures, and recommend future activities for a formal historical records program. When developing an archival needs assessment project, refer to the State Archives publication [Archival Needs Assessment Guidelines and Template](#).
- Improving access by arranging, rehousing, and describing historical records, or by reproducing and distributing guides and other finding aids in paper or electronic format. These activities may involve hiring a professional archivist as a consultant or purchasing pH-neutral or alkaline (pH not less than 7.5), lignin-free storage supplies, including folders, boxes, records cartons, and paper to wrap volumes.
- Hiring a professional conservator to survey the preservation needs of historical records and to develop a plan to address those needs, or to apply conservation methods directly to deteriorated or damaged items to return them to stable and usable condition.
- Developing and/or implementing systems to verify the accuracy of document conversions and of metadata, manage security, make archival electronic records accessible, and to provide archival back up of these records.

Educational Uses Projects

In addition, this category also supports projects that propose having teachers and school librarians use local government records as teaching tools in the community and in the classroom. Projects may include teacher training workshops, development of curriculum materials, community walking tours, and local history brochures and exhibits. Educational Uses projects demonstrate the ongoing cooperation among local governments, teachers, students, and/or the general public. They also promote the management of local government records and increase public awareness of the educational and historical value of these records. Many projects under this category also address state standards for K-12 education.

Examples of activities

- Developing websites, brochures, exhibits, walking tours, or other products that use local

government records to educate the public and students about community history, the value of records, or other subjects.

- Preparing document-based instructional materials for classroom use, including a collection of documents relating to a particular topic, historical background information about the topic and learning activities that incorporate the documents into classroom instruction.
- Developing programs to train teachers to use local government records as teaching tools in the classroom.

For additional information on an Educational Uses project, please contact Jordan Jace, Assistant Director, Education and Development, Archives Partnership Trust at jordan.jace@nysed.gov.

Category Requirements

For all projects

- Provide a detailed list of each records series involved in the project, including records series title, inclusive dates, quantity, and condition of records.
- If you intend to use records of local governments other than your own, provide a list of the governments and demonstrate that you involved these governments while preparing the grant application.
- Indicate that you will submit copies of any products, including brochures, collection guides, and procedures manuals, to the State Archives.

For projects focused on managing historical records

- Indicate the volume (in cubic feet) and condition of records you intend to use.
- Demonstrate that your government has clear custody of the records involved.
- If arrangement and description are involved, follow the standards set forth by the Society of American Archivists (SAA) in their [Describing Archives: A Content Standard \(DACS\)](#). To determine the time needed to complete the project, use the following as a guideline:
 - Completely unorganized series: 15 hours per cubic foot
 - Complicated series, such as correspondence or subject files: 10 hours per cubic foot
 - Fairly simple and organized series that may need some work, such as case files or business records: 5 hours per cubic foot
 - Well-organized series consisting primarily of bound volumes or voluminous series with uniform or repetitive information: 2.5 hours per cubic foot
- Demonstrate that by the end of the project you will house the historical records in a safe, secure environment with appropriate temperature and humidity controls. Explain your policies and procedures relating to access, storage, and security of the historical records, unless these will be developed during the project.

For conservation projects

- Justify the intrinsic value of any records that must be preserved in their original form through conservation treatment rather than reformatted. Also, submit a copy of vendor treatment proposals and estimated price quotes for each item to be conserved. Vendors should either be certified by the [American Institute for Conservation](#) (AIC), or adhere to the standards set forth in AIC's [Code of Ethics and Guidelines](#). AIC provides a search tool for certified vendors on its [website](#). Treatment proposals must describe specific tasks, proposed materials and techniques, estimated number of hours needed, and itemized costs.

For educational uses projects

- Demonstrate your grant project's substantive use of local government records. You may use non-government records such as business, organization, and church records, as well as historical records from a local historical society and library, where such use supplements and provides essential support to the use of local government records.
- Address how the proposed project will support both your overall records management objectives and the State Education Department's learning standards.
- Include the following project participants for teacher training projects:
 - Trainers with the necessary experience in using local government records in the classroom, who will instruct other teachers, and who will provide guidance during site visits. Trainers may have acquired this experience by conducting research at a local government and developing educational materials based on that research; participating in the Library of Congress' ["Teaching with Primary Sources Program"](#); working with the Archives Partnership Trust ["Consider the Source"](#) program; or participating in a training workshop on how to use local government records in the classroom.
 - Local government officials, who will identify and provide access to relevant records.
 - Target number of participating teachers, to take part in any training sessions.
- Strong preference will be given to projects that offer teachers professional development credit from individual school districts/BOCES, or graduate credit from colleges and universities, rather than stipends for attending training workshops. If you are requesting stipends, you must justify the amount according to relevant union contracts.
- Develop a plan to share the grant's final products to local governments whose records were used or who contributed to the project; to participating teachers; to the school district libraries of participating teachers; and to appropriate community, educational, and research institutions.

Files Management

Files management is the systematic control of active files, preferably beginning at the point when the files are created. If files are managed well when they are active, managing them as inactive files will be easier. Although active files can be paper, electronic, or micrographic, this category is limited to paper records only. Projects involving active electronic, or micrographic records should be submitted under the Document Conversion and Access category.

Examples of activities

- Reorganizing or centralizing paper files.
- Implementing file classification systems and taxonomies.
- Developing written policies and procedures, and training staff.
- The implementation of a new filing system may require the purchase of specialized filing supplies (end-tab, color-coded file folders) and equipment (lateral, locking files).

Category Requirements

- Describe the problems with the current filing system and the proposed changes to it,

- including anticipated improvements in the speed and accuracy of retrieval.
- Explain why you chose one files management solution over other possible solutions.
- Provide a floor plan for projects involving the purchase of filing equipment such as lateral and/or locking files.

Document Conversion and Access

Local governments may choose to convert records to another format through the use of microfilming or imaging, or a combination of these. Microfilming is especially appropriate for records that are used infrequently and have retention periods of ten years or more. Imaging is a valuable tool for enhancing access to records.

Note: Records systems application projects that do not manage records as their primary purpose are not eligible for funding.

Examples of activities

- Converting paper records to microfilm or digital images or producing a microfilm master (or preservation) image and digital use image.
- Converting microfilmed records to digital images or copying digital images or information to microfilm.
- Addressing the deterioration of acetate-based or nitrate microfilm, including the costs of assessing the problem, duplicating deteriorating film, and re-filming original records previously filmed on acetate-based or nitrate microfilm.
- Improving access to microfilm or scanned images through manual indexing, converting images to electronic text, implementing full-text-searching software, or a combination of solutions.
- Improving access to records with the creation of a database.
- Developing an electronic content management (ECM) system, including a filing schema, access and auditing controls, security, and assigning retention periods and disposition processes to records.
- Developing policies and procedures covering any aspect of electronic records management.
- Data conversion projects that include the scanning of geographic records. **Note:** Projects to create data (for example, by using GPS units or hiring a professional surveyor) and GIS needs assessments are not eligible for funding.
- Projects to enhance access to a government's records via the Internet.
- Email management projects, which may involve assessing the current email system, implementing an email management system, or developing policies and procedures for enforcing the appropriate management of email.
- Projects to reorganize or centralize electronic files, implement file classification systems and taxonomies, developing written policies and procedures, and train staff.

Category Requirements

For imaging, microfilming, and document management projects

- Describe how you will manage all of the phases of a conversion project, including document preparation, document conversion (through microfilming, imaging, or both), image verification and quality control, and providing access to the images.
 - Describe the individual tasks required for preparation (unfolding paper, removing staples, purging obsolete records and duplicates), indicate the staff time you will need to accomplish these tasks, and indicate how you arrived at these rates. The baseline rate for preparing records is 1,000 sheets per hour, but more time may be required for older, worn records with many staples and clips. Applicants may consider preparing a small portion of the records before applying in order to calculate the most accurate rate. **If both the applicant and vendor intend to prepare records for scanning, the applicant must explain in detail the ways in which the prep work performed by the vendor will differ from that performed by the applicant.**
 - If scanning or microfilming paper documents, indicate whether, after the completion of the project, the paper will be retained by the applicant or destroyed.
 - If destroying the original records, indicate how you will verify that all the digitized or micrographic images are legible and that the images of the entirety of all records have been captured. One hundred percent of the images must be verified before destroying the original records. The baseline rate for verification is 300 images per hour. If maintaining the original records as a backup, explain what sampling method, as defined in New York State Archives' Advisory 19.01, Quality Control and Content Verification of Digital Images, you will use to gauge the quality of the images.
 - Describe the chosen method for improving access: manual indexing, full-text searching, or a combination of solutions. If using off-the-shelf software, indicate the name and version.
 - If microfilming, request \$30 per roll for third-party testing of every fourth roll of original microfilm. This testing must verify adherence to State Archives' guidelines for density, resolution, targeting, and general quality. Testing is conducted by Precision Microproducts, 7 Old Dock Rd., Suite 3, Yaphank, NY 11980, attention of Chris Capobianco; phone: 631-580-3456, Sales: 800-932-9215.
- Pursuant to [Article XI, Section 162 of State Finance Law](#), NYS Industries for the Disabled Inc. (NYSID) and the NYS Preferred Source Program for New Yorkers Who are Blind (NYSPSP) have been designated as "[Preferred Sources](#)" for the provision of document imaging services. Under this law, procurement of imaging services, when available in the "form, function and utility" required by applicants, are required to be made from Preferred Sources and are not subject to competitive procurement requirements. Both NYSID and NYSPSP are given equal priority in this regard. If both meet the service requirements of applicants, then cost shall be the determining factor in choosing a Preferred Source.

You should obtain and attach a quote from NYSID or NYSPSP for document imaging services unless you can demonstrate that the services are not available from NYSID or NYSPSP in the form, function, and utility that you require to successfully complete your proposed project, or you can demonstrate other legal or procedural reasons that preclude you from providing a quote from NYSID or NYSPSP. In such instances, you must explain how NYSID, or NYSPSP, is not able to meet your required form, function, and utility, or cite the legal and/or procedural reason that you have not provided a quote from NYSID or

NYSPSP.

Note: The New York State Education Law (Article 40, Section 1950) authorizes school districts to contract with a BOCES for services that have been approved by the Commission of Education. One of the available services is non-print duplication, which may include scanning or document conversion. The law authorizes school districts to contract with a BOCES through a cooperative service agreement (CoSer) rather than through a competitive procurement or via a Preferred Source. For additional information and clarification please contact NYSED's Office of Educational Management Services at (518) 474-6541 or emscmgts@nysed.gov.

- If you are developing a database index, indicate the number of hours you estimate the indexing will take, including the number of hours you will need to prepare for the project and develop a policies and procedures manual. Indicate how you arrived at any indexing rate you chose. The usual estimate for indexing minutes is seven pages per hour. The usual estimate for indexing birth, death, and marriage records (and for similar types of objective indexing) is 4,000 keystrokes per hour.
- Provide detailed quotes for imaging and microfilming that include per-image costs for conversion. **Provide quotes that break down per image costs according to specific activity, including scanning, indexing, prep work, and quality control. Be sure to include these activities as separate line items.**
- Indicate how you will follow State Archives standards and guidelines:
 - For projects involving the creation of digital images, indicate how you will follow standards outlined in the State Archives' [Digital Imaging Guidelines \(2022\)](#).
 - Indicate how you will follow the guidance outlined State Archives' publication [Managing Imaging Projects](#).
 - For projects with microfilming as a component, indicate how you will follow the guidance outlined in the State Archives' publication [Producing High-Quality Microfilm](#).

Note: Be sure to include specific citations from the appropriate publication.

- Applicants proposing to microfilm or scan court records must also indicate how they will adhere to all Unified Court System guidelines.
- In section 1b of the project narrative, provide the number of images calculated for each records series you plan to digitize or microfilm.
- Identify how you will maintain the master image copy. For example, explain how camera-negative microfilm will be stored off site under environmentally controlled conditions and how you will ensure that the master digital copy will be preserved and maintained for the full retention period of the record.
- Describe how you will continue document conversion of records series initiated with grant funding and/or expand conversion to other records series.
- If proposing to establish an in-house imaging operation, demonstrate how doing so will be more economical and efficient than outsourcing.
- If implementing a document management system, demonstrate your ability to implement and maintain the system long term. For example, discuss your ability to budget for systems maintenance, store image files, protect file integrity, and migrate images to the newer platforms and file formats when needed.

- Where appropriate, reference the guides and videos available as part of the [Electronic Records Management System \(ERMS\) Toolkit](#) produced by the Digital Towpath as part of its LGRMIF demonstration grant.

For record system implementation projects

- Indicate in the grant application, when applicable, that source code for customized software developed with LGRMIF funds becomes the property of the local government by including a clause to that effect in any contract with a software designer.
- Agree to make any customized software code developed with LGRMIF funds available on request to other New York local governments for the cost of the storage media.
- Ensure that electronic records are maintained in open, non-proprietary formats except in rare cases when such formats do not exist.

For electronic files management projects

- Describe the problems with the current filing system and the proposed changes to it, including anticipated improvements in the speed and accuracy of retrieval.
- Explain why you chose one electronic files management solution over other possible solutions.

Instructions for the Project and Budget Narratives

Note: To receive any points for your responses to the individual sections of the narratives, you **must** provide these responses within the appropriate section of the online application. Do not merely refer the reviewers to an attachment for your entire response, and do not provide your response to one section of the narrative within a different section. **Pay particular attention to section 3b. Grant Requirements where you must address specific category requirements. All applicants, no matter what category being applied for, must also address the four general requirements listed in section 3b.**

The Project Narrative

The project narrative is the most important part of the application, so pay careful attention to the information requested within it. To improve your chances of writing a successful grant application, pay special attention to the points assigned to each section of the narrative and be sure to give thorough, detailed responses.

Note: Inventory and planning applicants will not be able to identify the specific records series that will be involved in this project, as required under section 1b of the application narrative. Instead, under section 1b, applicants should provide a general overview of the departments whose records will be inventoried and the types of records that will likely be part of the inventory project.

1. Statement of the Problem (maximum 25 points)

- Defining the Problem:** Describe in detail the specific records management problem this proposed project will address. Include specific reasons why this is a problem and explain why this particular project is a high priority for your records management program. Where

applicable, provide specific data about the problem, including the number of records requests and related costs to the government in terms of staff time and salaries. **Do not discuss any proposed solutions here, only the problems.** Discuss solutions in Intended Results (2a). (15 points)

- b. Defining Records Involved and Previous Grants:** Describe the specific records series that will be involved in this project, including the series titles, estimated volume, date ranges, retention periods, item number from the retention schedule, and general condition of each series (such as any damage, quantities of fasteners, or fragility). Indicate if your local government has, or has not, received, in the past five grant cycles, funding relevant to your current proposed project. If you have received funding during the last five grant cycles, explain why this project would not a) replicate work already completed and/or b) address a backlog that has developed since then. Funds are not awarded to address records that have accumulated since the completion of a previous project. (10 points)

2. Intended Results (maximum 25 points)

- a. Methodology:** Explain why the methodology you chose to solve your records management problem was the best one. Explain what other methodologies you considered, detail why these were rejected, and demonstrate why the chosen methodology was the best. (15 points)
- b. Anticipated Benefits:** Describe in detail the intended results or anticipated benefits of the project in terms of how they will address each of the problems cited in section 1a. Include specific products, time and/or cost savings, and service improvements. Provide a detailed description of how the proposed solutions will contribute to the development or enhancement of a records management program. In other words, explain how this project will help build a program or improve an existing component of a program rather than just maintain it. LGRMIF grants are not intended to support ongoing operational costs of a records management program. If you are proposing to redo a project funded under a previous LGRMIF grant you must provide compelling justification about why you could not maintain the results of that project and how you will ensure you can do so in the future. (10 points)

3. Plan of Work (maximum 25 points)

- a. Project Outline:** Provide a detailed outline of the proposed work activities including a detailed description of each work-step and a timetable that shows when each phase of the project will be completed. Show how you calculated estimated work rates to prove that your local government can attain all the project's goals by the end of the grant project period. Include detailed information on project staffing. Explain who will perform each project activity, including project management. Indicate the qualifications of project staff (including consultants and vendors) and explain how and why they are qualified to conduct their assigned tasks for this project. If you are required to be M/WBE compliant, be sure to factor into your plan any time needed to meet the M/WBE requirements. **Do not itemize and justify any expenditures here. Discuss and justify expenditures in the Budget Narrative only.** (10 points)
- b. Grant Requirements:** (15 points)

Project category requirements

Address each of the requirements specific to the category in which you are applying. (ex. for Disaster Management, Inventory and Planning, etc.) If your application combines elements of two or more grant categories, address the requirements of each one.

Shared Services requirements

If applicable, address all requirements specific to the Shared Services category.

General Requirements

In addition, **all** applicants must address the following general requirements:

✓ Records Focus

Demonstrate that your project focuses on improving the management of records in your local government by addressing the following:

- Demonstrate that you are prepared to address the appropriate retention and disposition of the records involved in your project. If you are proposing to implement new technology, explain how you will maintain the records and make them available for the full retention period (especially if the records are permanent) and destroy the records appropriately when their retention period has passed.
- Base project costs on the records involved whenever possible (such as volume, condition, or other characteristic of the records). For example, determine the number of hours needed to inventory and organize records based on the cubic feet of records and the specific work activities to be accomplished.
- Address specific records management issues, including increased access to records, vital records protection and disaster management, preservation, confidentiality, security, compliance with FOIL and other records laws, and the legal admissibility of information.

✓ Adherence to Archives' Standards and Guidelines

Give details about how you will adhere to State Archives standards and guidelines relevant to your project. These can be obtained from our workshops/webinars, publications, or advice from a State Archives' Records Advisory Officer (RAO). References to applicable written standards and guidelines are included in the descriptions for most project categories.

✓ Program Support

Provide concrete information to demonstrate how you will maintain and expand the results of this project long term without additional LGRMIF grant funding. If additional grant funding will be required in the short term, explain why.

✓ Supporting Documentation

Applicants are responsible for ensuring they submit the documentation required by their specific project category. Examples include needs assessments, responses to RFQs (Request for Quotes), floor plans and shelving layouts, and conservation treatment proposals.

i. Acceptable formats for supporting documentation:

Microsoft Word (.docx) or PDF for text-based documents
Excel (.xlsx) for spreadsheets
PDF, JPEG, BMP, or PNG for images

Note: Please do not attach MS Word 2003 or 2007 (.doc) files; they must be converted to MS Word 2010 (.docx) format.

ii. Request for Quotes (RFQ). An RFQ is required **by all applicants** when applying for funds

- to purchase equipment with a **unit** cost in excess of \$10,000
- to purchase computer software with a **unit** cost in excess of \$10,000
- for purchased services where the fee for **all activities** for any **single** vendor or consultant exceeds \$10,000
- for remodeling, where the cost of any **one** activity exceeds \$10,000
- for remodeling, where any **one** contractor will receive over \$10,000

iii. Detailed Vendor Quotes. Three quotes are generally required whenever an RFQ is required. However, only one quote is needed in cases where services or products will be procured:

- off state contract
- off NYC's Dept. of Citywide Admin. Services (DCAS) Citywide Requirements Contract
- from Preferred Source vendors
- from BOCES
- from sole-source vendors, or
- by following your local government's procurement requirements

All quotes must be detailed and should clearly delineate individual project costs for each specific task to be performed by the vendor. Each quote should also include vendor or contractor qualifications.

Quotes pertaining to Document Conversion and Access projects must break down costs according to specific activity, including per-image scanning costs, indexing, prep work, quality control, and all other tasks performed by the vendor. If your vendor does not break out a particular activity according to these guidelines, please specify this in your application.

Where applicable, shared services applications should include a single, detailed vendor quote, rather than individual quotes for each project participant.

For additional information on vendor quotes and methods of procurement, please refer to

the procurement section later in this document.

- iv. If an applicant proposes a project that involves birth, death, marriage, or burial records, they should view and refer to the LGS-1 [Exceptions to Applying Retention Periods Indicated in Schedule](#), specifically the section entitled “Official Birth, Death, and Marriage Records” (near the bottom of the web page). The applicant should also indicate in the application narrative that it has discussed its proposed project with the Department of Health (DOH), which oversees those records, and confirm that the project meets with DOH’s approval. Contact the Office for Vital Statistics at their toll free call center 855-322-1022. If you are unable to get a response from DOH at the time of application submission, note that you reached out to DOH, but did not receive a response in time. (**Note:** DOH is approving that the parameters of your project meet DOH Guidelines. DOH is not approving your grant application).
- v. If an applicant proposes a project that involves court records, the applicant must indicate in the application narrative that it has discussed its proposed project with the Unified Court System (UCS), which oversees those records, and confirm that the project meets with UCS’s approval.

Contact Unified Court System records management staff at 212-428-2875 or records@nycourts.gov. (Note: UCS is approving that the parameters of your project meet UCS Guidelines. UCS is not approving your grant application).

4. Local Government Contributions (maximum 5 points)

- a. **Previous Records Management and Current Project Support:** Demonstrate your local government’s support for records management, including previous support and support for this project. As part of this, identify any LGRMIF grants your local government received over the last five grant cycles and indicate how you have maintained or expanded on the projects’ results. Provide specific budget amounts whenever possible and include only financial and other support your local government has provided and/or that it will provide with its own funds. If your local government has not received any LGRMIF grants over the last five grant cycles, make note of that in this section. (5 points)

5. Project Budget (maximum 20 points)

In the budget narrative, itemize and justify **each** proposed project expenditure, in terms of its reasonableness, necessity, and suitability for the successful completion of the project.

- Be sure to include items in both the budget (Amount Requested) and the Budget Narrative.
- Do not merely describe each item and/or service requested in the project budget, but instead provide a justification specific to the proposed project, such as why a particular line item is needed to ensure the success of the project. For example, if purchasing a scanner or software for a project, include information on the particular features of that scanner or software and how each will be needed for successful completion of the project.
- If using a Preferred Source vendor for a service or commodity, there is no need to provide a justification for the vendor. The fact that they are a Preferred Source is justification on its own—

simply note this in the budget narrative. However, you still need to justify your project expenditures when using a Preferred Source.

- If a vendor quote includes multiple items, e.g., software and professional services, you should itemize and justify each expenditure.
- When using other funding sources for your project (in addition to the LGRMIF program) be sure to describe, in detail, how LGRMIF funds will be used. Have your vendor provide a quote that breaks out the amount of the quote that will be paid by LGRMIF funds.
(20 points)

a. Salaries for Professional Staff (Code 15)

Explain how the project staff will support project activities and goals, justifying in detail the need for these positions and clearly outlining the responsibilities of the positions. Demonstrate why the requested number of hours is needed as well as the salary rate. For example, if you are proposing to hire an inventory clerk(s), provide documentation of salary rates for such a position in your area. This include civil service rates for your county or municipality, or evidence of what your normal hiring rate is. Attach any documentation to your application.

b. Salaries for Support Staff (Code 16)

Explain how the project staff will support project activities and goals, justifying in detail the need for these positions and clearly outlining the responsibilities of the positions. Demonstrate why the requested number of hours is needed, as well as the salary rate. For example, if you are proposing to hire an inventory clerk(s), provide documentation of salary rates for such a position in your area. This could include civil service rates for your municipality or county, or evidence of what your normal hiring rate is for such a position. Attach any appropriate documentation to your application.

Note: Employees of local governments cannot be hired as consultants, per SED fiscal guidelines.

c. Equipment (Code 20)

Describe how the requested equipment will be used to support project activities and goals and demonstrate why this particular equipment is critical to the project's success. Demonstrate how such equipment will be used on an ongoing basis after the grant to support records management. **Note: This code is only for items that have a unit cost of \$5,000 or more.**

d. Minor Remodeling (Code 30)

Justify the need for the particular remodeling requested and why it is essential to the project.

e. Purchased Services (Code 40)

Describe how each of the items listed under purchased services supports the project's activities and goals. Clearly explain and justify the consultant or vendor's role in and time spent on the project and demonstrate that the consultant or vendor is qualified to conduct this work.

f. Supplies & Materials (Code 45)

Describe how all the supplies and materials requested will support the project activities and goals and why they are essential to the project. **Note: Include all software purchases, no matter the unit cost, and items with a unit cost under \$5,000 in this budget code.**

g. Travel Expenses (Code 46)

Explain how the proposed travel will help achieve the intended results outlined in the application and why it is essential to the project.

h. Purchased Services with BOCES (Code 49)

Describe how each of the purchased services with BOCES supports project activities and goals. Clearly explain and justify the consultant or vendor's role in and time spent on the project and demonstrate that the BOCES is qualified to conduct this work.

i. Employee Benefits (Code 80)

Justify the need for using grant funds to pay staff benefits. Provide justification for any fringe benefits that exceed 35% of the cost of the salaries requested.

Budget and Eligible and Ineligible Expenditures Instructions

Salaries for Professional Staff (Code 15)

Provide the specific position title, number of hours needed, hourly rate of pay, and total project salary for each staff person you propose to pay with grant funds. Include only staff who will be professional employees of your local government in this budget code. Do not include consultants, per diem staff, or support staff.

Eligible Expenditures

Grant funding must be used only to pay staff involved with project-related activities. You may use grant funds to hire new staff or increase work hours of existing staff to carry out project-related work. If you are proposing to transfer existing staff to grant funds, justify the need and explain how these staff will be replaced in their former assignments using non-grant funds.

Ineligible Expenditures

Note to Town Applicants

Refer to Sections 27 and 108 of the Town Law, which prescribe procedures for changes in the town clerk's salary. If the town clerk will work on the project and receive funds from the grant in addition to his or her regular duties, the application should clearly state that the clerk will perform these grant duties separately from and beyond his or her existing duties as town clerk or RMO. If the town receives a grant, the town board should adopt a resolution designating the clerk by an appropriate title (such as "project director") for the project work. The resolution should specify that the project duties will be performed separately from and beyond the person's responsibilities as town clerk or Records Management Officer.

Note: If a government proposes to pay existing staff with grant funds, it should submit a letter,

signed by its chief authorizing official, explaining how it proposes to replace that employee in his or her regular job duties. Submit the signed original, by the stated postmark date, and attached a copy of the letter to the application in the eGrants system.

Salaries for Support Staff (Code 16)

Provide the specific position title, hours needed, hourly rate of pay, and total project salary for each support staff you intend to pay with grant funding. Include only those individuals who will be support staff of your government in this budget code. Do not include consultants, per diem staff, staff hired through an employment agency, or professional staff.

Eligible Expenditures

You may use grant funds to hire new staff or increase work hours of existing staff to carry out project-related work. If you propose to transfer existing staff to grant funding, justify the need and demonstrate that you will replace these staff in their former assignments using non-grant funds. Demonstrate that grant-funded salaries will be used only to support project-related activities.

Ineligible Expenditures

Note to Town Applicants

See note under “Salaries for Professional Staff (Code 15).”

Note: If a government proposes to pay existing staff with grant funds, it must submit a letter, signed by its chief authorizing official, explaining how it proposes to replace that employee in his or her regular job duties. Submit the signed original, by the stated postmark date, and attach a copy of the letter to the application in the eGrants system.

Equipment (Code 20)

Briefly describe the item to be purchased and specify the quantity, unit cost, and proposed expenditure.

Eligible Expenditures

Use this category only for equipment with a **unit** cost of \$5,000 or more. Itemize equipment with a unit cost under \$5,000 (such as steel shelving) under Code 45, Supplies and Materials.

Ineligible Expenditures

- Photocopiers
- Office furniture, such as desks and chairs
- Computer software (eligible under Code 45, Supplies and Materials)

Minor Remodeling (Code 30)

Briefly describe and provide the cost of each proposed remodeling activity.

Eligible Expenditures

Any facility where proposed minor remodeling will take place must be in existence before the

grant application deadline. Activities eligible for funding under Minor Remodeling include, but are not limited to

- feasibility studies and facility design
- renovations to facilities to improve them for records storage, or to prepare them for the installation of eligible equipment (including labor and construction materials)
- installation of fire detection and suppression systems and water detectors
- purchase, modification, and installation of heating, ventilating, and air conditioning systems to control temperature and humidity
- installation of walls, doors, locks, alarms, and other security systems to secure a records storage facility
- minor modifications necessary to install microfilming or other project-related equipment
- actions required to render the facility safe for occupancy and use by staff

Ineligible Expenditures

- Purchase or construction of facilities, or additions to existing structures
- Construction of or repairs to the roof, exterior, or foundation of a building

If one contractor is responsible for multiple activities, the quote from that contractor must provide a breakdown of costs by activity.

Note: Include a floor plan of any records storage area that is the focus of a remodeling project.

Purchased Services (Code 40)

Identify the type of service by general category (such as training, software installation, rentals), and provide the total expenditure for each. Indicate the number of days or hours a consultant will work, multiplied by a daily or hourly fee. List purchased services from a BOCES under Code 49.

Eligible Expenditures

- Consultant work, such as staff training, the preparation of records management needs assessments (for inactive and historical records projects only), and the development of records management policies and procedures
- Production of manuals, finding aids, teaching guides, or other publications directly related to the project
- Contractual services such as imaging, microfilming, system and application design, shredding, and software and hardware installation

Ineligible Expenditures

- Consultant fees paid to an employee of a local government
- Consultant fees for developing a needs assessment for the implementation of new technology or for conducting a business process analysis
- Technical support fees for software and electronic systems; rental fees or leases for equipment, records storage space, and server space; fees for web and data hosting services; and fees for equipment warranties
- Ongoing operational expenses, such as routine repairs, building maintenance, magazine subscriptions, membership fees, and systems maintenance

- Hiring a grant writer

Note: According to SED's [Fiscal Guidelines for Federal and State Funded Grants](#), where there exists an employer-employee relationship between the local agency and project personnel, such personnel should not be budgeted as consultants; they must be listed in code 15/Professional Salaries or code 16/Support Staff Salaries, as appropriate. The existence of an employer-employee relationship is determined by the degree of control exercised by the employer. An employee is usually trained by the employer, is directed in how work is to be performed, and has a continuing work relationship with the employer. An independent consultant decides when, where, and how the work is to be performed, is paid according to an agreed-upon (contract) performance or result of work and is free to contract with work for others. Individuals listed under code 15/Professional Salaries or code 16/Support Staff Salaries are considered to be local government employees and may **not** also be listed under code 40/Purchased Services.

Supplies and Materials (Code 45)

Briefly describe each requested item and specify quantity, unit cost, and proposed expenditure. Request any equipment items with a unit cost of less than \$5,000, and all computer software, regardless of the unit price, under this budget code.

Eligible Expenditures

- Supplies, such as shelving, storage boxes*, records management software, alkaline supplies (folders and boxes), and equipment with a unit cost of less than \$5,000
- End-tab file folders for files management projects
- Computer software, regardless of the unit price
- Lateral open shelving with pull-down or flip-down locking doors
- Fire-resistant file cabinets

Ineligible Expenditures

- Software upgrades
- Standard file cabinets, including lateral file cabinets
- Office furniture, such as desks and chairs
- Office supplies, such as tape measures, calculators, pens, toner, paper, and standard file folders
- Wooden shelving of any kind, including shelving with particle board decking
- Records center cartons other than standard cubic-foot boxes, unless the applicant provides sufficient justification for their purchase
- *Consider the Source: Historical Records in the Classroom*, a State Archives publication, cannot be purchased with funds from this granting source

Other Required Forms

- If purchasing shelving, you must include a floor plan indicating the layout of the shelving and the number of boxes you will store on each unit. For information on appropriate shelving for records storage, consult the State Archives publication [Guidelines for Storage of Inactive Government Records](#).

*Standard one-cubic-foot records storage cartons (10" x 12" x 15") should be purchased through:

New York State Industries for the Disabled
11 Columbia Circle Drive
Albany, NY 12203
518-463-9706
<http://www.nysid.org>

These are available in lots of twenty-five at \$79.89 per case (approximately \$3.20 per box). Note: NYSID is a Preferred Source for this commodity. Grant funds will not be approved for cartons in excess of this price.

Travel Expenses (Code 46)

Identify the purpose of the travel, position of the person traveling, proposed mileage rate (if applicable), and total expenditure.

Eligible Expenditures

- Only travel that you can demonstrate is essential to the successful completion of a project is eligible for funding.
- Airfare is eligible if you can clearly demonstrate that it is the most cost-efficient method of travel available.

Ineligible Expenditures

- Travel to State Archives workshops and to other educational opportunities
- Expenses for travel to a conference, including registration fees, lodging, meals, bus or train fares, and mileage reimbursement

Purchased Services with BOCES (Code 49)

Briefly describe the proposed services. Provide the name of the BOCES providing the service, calculation of cost, and total proposed expenditure.

Eligible and Ineligible Expenditures

- BOCES/NERIC cross contract fees are ineligible and the responsibility of the applying district or BOCES.
- See the list of eligible and ineligible expenditures under general purchased services. (Code 40).

Employee Benefits (Code 80)

Calculate the proposed employee benefits using your local government's fringe benefits rate, rather than itemizing the individual benefits. The eGrants system requires a benefits rate in order to calculate the amount requested for employee benefits. The rate for project personnel must be the same as those used for other government personnel.

Eligible Expenditures

- Employee benefits payable to professional staff and support staff identified in Code 15 and Code 16, respectively

- Benefits equal to no more than 35% of the salaries for professional and support staff positions supported by grant funds

Ineligible Expenditures

- Benefits in excess of 35% of salaries, unless you provide convincing justification for requests in excess of this limit. Such evidence includes the fact that the rate for benefits for project personnel is the same as for other government personnel.

The eGrants System

Introduction

All LGRMIF grant applications must be submitted by the posted deadline using the LGRMIF [eGrants system](#). The only exceptions to the deadline are a) If a State or Federal Major Disaster Declaration involving a natural disaster is declared in your area, the local governments affected by the disaster may be granted an extension of the grant application deadline of **one week**; or b) If the e-Grants system is down due to a technical failure on our end, in which case **ALL** local governments will be granted an extension of the grant application deadline of **one additional business day**. Please visit the [NYS Archives website](#) for updates.

Note: the eGrants system is separate from the New York Statewide Financial System (SFS) and requires a separate user account. If you are having difficulty completing an online application, please contact the State Archives Grants Administration Unit at archgrants@nysed.gov or 518-474-6926 prior to the application deadline. Please note that last-minute requests for assistance are not guaranteed to be resolved before the system cut-off at 5:00 PM on deadline day.

Registering for a User Account

To log into the system, your respective Records Management Officer (RMO) must have a New York State Directory Service (NYSDS) username and password that is associated with the LGRMIF grant. If you do not have these, your RMO or designee (where an RMO is not required by law) must register for an account. If your local government has recently applied for an LGRMIF grant and there has not been a change in the position of RMO, your RMO has a user account. If you are not sure whether your RMO already has an account, please contact the Grants Administration Unit at archgrants@nysed.gov or 518-474-6926.

We strongly recommend that you complete or verify your registration at least two weeks before the application deadline. Registration forms requesting new user accounts will not be processed if submitted within 10 business days of the application due date.

- To register, go to: <https://eservices.nysed.gov/ldgrants/ldgext/cnRegistration.do>.
- Enter all required information, including RMO's name, title, institutional address, and contact information. Then click Submit.
- Requests for user accounts will be processed in the order that they are received. Once an account is created, a username and password will be emailed from archgrants@nysed.gov to the institutional email address you entered on the registration form. Please be sure to provide the correct email address; otherwise, receipt of your new account will be delayed.
- Due to high volume of account requests during the application period, please note that account fulfillments can take up to a week to process.

Only one username and password will be established for your local government, so the RMO may delegate use of this account information to others as needed. The new user account is associated with the institution you represent. The account will allow you to access the eGrants system to

submit grant applications on behalf of only that institution.

Logging into the LGRMIF eGrants System

You can find the LGRMIF eGrants System at eservices.nysed.gov/ldgrants.

Note: If you have already established an account but have not been in the eGrants system for more than three months, you will need to re-set your password.

1. Enter your username and password and click “Sign In”. Your username is usually your first name followed by your last name, with a period between your first and last names: firstname.lastname, though there might also be a numeral after the last name (See “Registering for a User Account” if you do not have a New York State Directory Service username and password.)
2. The first time you log into the system, you will be asked to change your password and set up security questions. The security questions will be used in case you forget your password. The standards for passwords are as follows:
 - Passwords must be at least eight characters long, one of which must be a numeric character.
 - Passwords cannot be the same as your username or your original default password.
3. If you forget your password, click on “I forgot my password” and answer the security questions to reset your password. If you don’t remember the answers to your security questions, please contact the State Archives Grants Administration Unit at archgrants@nysed.gov or (518) 474 - 6926.
4. Click on the link for the LGRMIF grants program.

Applying for a Grant

The [eGrants](#) system is designed to manage all information about a grant project from the initial application for funding to the closeout of a project after the submission of the final reports. Currently, forms that require signatures must still be submitted in paper hard-copy and supporting documentation for some projects must be submitted as electronic attachments to an application. Below is a breakdown of which forms can be submitted electronically, which must still be submitted in paper form, and which must be attached as electronic files.

Note: A local government is responsible for submitting a complete application by the deadline and for providing information in the proscribed location and format. This includes the submission of **all** required paper forms: FS-10-/Proposed Budget and the Institutional Authorization form (see “Forms that cannot be filled out electronically” below). When submitting these forms, be sure to include all the required signatures. **All signatures must be an original signature: no stamps or other facsimiles will be accepted.**

Please refer to the [eGrants User Manual Part I: Applying for an LGRMIF Grant](#) for additional information on using the eGrants system. Note: Once you submit an application, you cannot edit the application or un-submit it.

Forms submitted electronically in eGrants

- Application Sheet
- Project Narrative
- Project Budget
- Participating Institutions (if applicable—Shared Services only)

Documents that must be attached as electronic files

- Shared Services Agreement Form (For Shared Services projects only)
- Request for Quotes (RFQ)
- Detailed vendor quotes
- Needs assessments
- Vendor treatment proposals (for relevant projects in the Historical Records category)
- Floor plans (for Inactive Records projects, Historical Records projects that involve minor remodeling or the installation of shelving, or Files Management projects that involve the purchase of filing equipment such as lateral and/or locking files.)
- M/WBE forms
- Any other documentation required for your project

Forms that cannot be filled out electronically (Original blue-ink signatures required)

- Proposed Budget (FS-10), one signed original and two copies (this form is auto-populated when the online budget is filled in and saved).
- Institutional Authorization Form, with an original signature from your CEO/CAO.

Note: The [Standard Data Capture form](#) (SDCF) contains information about your institution such as legal name, general contact information (address, phone number, website URL, etc.), and contact information and name of CEO. This information is contained in SED's client database, SEDREF. Prior to applying, the State Archives strongly encourages applicants to verify the information is correct by accessing the SEDREF [public portal](#). For counties, use the search term: "county of . . ." If it is incorrect, submit a revised SDCF **prior** to submitting your application so we can update your SEDREF record. The revised SDCF can be emailed to archgrants@nysed.gov. If the information is correct, there is no need to submit an SDCF with your application.

Note: If you are applying for a Shared Services type of application and are unable to locate a participating partner in the eGrants system, submit the SDCF to the Grants Unit. The Grants Unit will then create a record in SEDREF for the institution.

Forms that cannot be completed electronically in the eGrants system or attached to the application as an electronic file must be submitted and postmarked no later than the stated application due date to:

New York State Archives

Grants Administration Unit
Cultural Education Center, Room 9A81
Albany, NY 12230

Note: Mail only the required paper forms noted above-- do not include any other parts of the application. Please do not staple any of the forms; paper clips and binder clips are acceptable.

Grant Application Review

Priorities for Funding

Shared Services projects remain a priority for funding in the current grant year. Any remaining funds, after the Shared Services review, will be allocated to Individual grants. Priority will also be given to **first** time applicants applying for inventory and planning project, under the Inactive Records category. This priority will be reflected in the form of ten (10) bonus points.

Project Ranking

All grant applications are evaluated and scored based on established criteria. The Project Narrative is worth 80% of an applicant's score, and the Project Budget is worth 20%. The questions applicants are required to address in the narrative and budget directly correspond to the reviewers' ranking criteria. See the appendices for a breakdown of points assigned to each section of the Project Narrative and to the Project Budget.

Review Process

State Archives staff in the Grants Administration Unit first review applications for eligibility and completeness. **Note:** A local government is responsible for meeting all eligibility requirements and for submitting a complete application by the deadline.

All applications are separated by application type (Shared Services and Individual) and ultimately ranked against all other applications for that particular type. Review panels are assembled based on application type, with the exception of applications from departments of New York City, which will be assigned to a single panel that includes applications in multiple grant categories, just as on the other panels.

Per an annual Revenue and Expenditure Plan, the LGRMIF program is provided with an approved dollar amount that is available to be awarded in a given grant year. The State Archives will award grants based on funding available for the current Local Government Records Management Improvement Fund grant year.

The panels reviewing Shared Services applications may complete their review before other panels. Should any Shared Services funds remain, they will be returned to the grants funding pool for Individual applications. Similarly, should any NYC DORIS funds remain, they will be returned to

the grants funding pool for Individual applications.

Staff and outside expert reviewers with a broad background in records management and archives are assigned to panels to review grants. Each reviewer evaluates twenty-five to thirty-five grant applications and assigns each proposal a score based on information in the Project Narrative and Project Budget. Each application is scored by three reviewers.

Reviewers in each of the panels meet to discuss the applications they have scored, reconcile differences in conclusions from their preliminary reviews, assign each application a final average score, rank applications, and make funding recommendations in order of rank. Funding recommendations are made in the order of ranking until all available funds are depleted or there are no remaining applications that have scored 60 or above. To be considered for funding, an application must score a minimum average of 60 points. For first-time applicants applying under the Inactive Records category, in order to complete an inventory and planning project, this threshold will apply after bonus points are added. The cut-off score for funding may be higher than 60, depending on the quality of applications and the amount of funding available.

Applications are recommended for full funding, no funding, or partial funding. Applications may be recommended for partial funding if they include ineligible expenses, or do not include expenditures listed in both the Project Budget (Amount Requested) and the application Budget Narrative.

In the event of a tie where there is not enough money to fund all tying projects, the application or applications that will be funded are those that are recommended for the lowest amount of funding without exceeding the amount available. If there are any unused funds following this action, they will be used to address Disaster Recovery activities that may occur throughout the grant year.

Awards

The Local Government Records Advisory Council (LGRAC) recommends which applications to fund based on reviewers' evaluations and presents these recommendations to the Commissioner of Education, who makes the final decision on the awarding of grants. The New York State Division of the Budget provides the authority necessary to make grant payments.

Information regarding the status of an application will not be released until the review process has been completed. At that point, the Archives will notify all applicants by email concerning the status of their application.

Note: All award notifications are contingent pending approval from:

- Division of Budget
- Office of State Comptroller
- Awards over \$25,000 are also contingent on approval of M/WBE compliance
- SED's Grants Finance Unit approval of the project budget

Once SED has received the approvals noted above, including M/WBE compliance, SED's Grants

Finance Unit will send grantees a final Grant Award Notice. **You cannot begin work on a project until you receive this notice.**

All local governmental entities, and non-profit entities receiving an award of less than \$15,000 will receive a grant award notice from NYSED's Grants Finance Unit.

Awardees that are not-for profit organizations receiving an award of \$15,000 or more are required to enter into a contract with NYSED to carry out the services described in this RFP. Contract awards over \$50,000 require the additional approval of the Attorney General and Office of State Comptroller. Upon final approval, awardees will receive a fully executed contract from NYSED's Contract Administration Unit.

Debriefing Procedures

All unsuccessful applicants may request a debriefing letter. Requests must be submitted within fifteen (15) **calendar** days of receiving notice from NYSED. Requests submitted after this deadline will be handled as time and staff allow. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request, by email, to archgrants@nysed.gov.

Program staff will provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement, within fifteen (15) **business** days.

Contract Award Protest Procedures

Applicants who receive a notice of non-award may protest the NYSED award decision subject to the following:

The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED. The protest must be filed within ten (10) business days of receipt of the notice of non-award. The protest letter must be emailed to:

archgrants@nysed.gov

The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the applicant with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Post Award

Schedule of Payments

For approved applications, payments will be made as follows:

- 50% of the total as an initial disbursement;
- up to 40% of requested additional funds based on monthly estimates of funds needed to continue project work and monthly submission of the FS-25 form;
- and the final 10%, or remaining amount, at the end of the project, upon timely submission of satisfactory final reports on the completed work.

Note: Expenses encumbered prior to the start of the grant year (July 1) or after the project period closes, cannot be reimbursed with LGRMIF grant funds. All expenses must be encumbered within the posted grant cycle.

Project Administration

Basic Requirements

Each project must achieve results that substantially meet the objectives outlined in the application as approved. If you are awarded a grant, you must conduct your project in accordance with the proposed project budget and plan of work as modified by the grant award letter when applicable, LGRMIF grant guidelines, and [SED's Fiscal Guidelines for Federal and State Grants](#).

In addition, you must follow your government's policies concerning wages, mileage and travel allowances, overtime compensation, and fringe benefits, as well as adhere to state rules pertaining to purchasing from NYS Preferred Sources, competitive bidding, safety regulations, and inventory control. For additional information on procurement, please refer to the Office of the State Comptroller, Division of Local Government and School Accountability's [Seeking Competition in Procurement](#).

Successful applicants must complete several required forms to document their projects, as listed and described under "Post-Grant Award Forms." In addition, supporting or source documents are required for all grant-related transactions that involve the disbursement of grant funds. These documents include, but are not limited to, purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel receipts, and travel payment documents. You must retain these records for at least six years after the last payments are made, and, if requested, make all records available for inspection by State Education Department officials or representatives.

Local governments must also record grant expenditure details in a manner consistent with the internal pages of the FS-10-F Long Form, maintain the information in their files, and make these details readily available upon request from authorized individuals. Authorized individuals include staff from SED; the Office of the State Comptroller; federal agencies; and state, federal, and local auditors.

In all cases, local governments must maintain complete and accurate records and be prepared to

provide additional detail, such as time and effort records, vendor invoices, and travel receipts to support reported expenditures.

State Archives Oversight

State Archives staff will monitor each grant-funded project and will make site visits, when appropriate, during the course of projects to determine the rate and quality of progress. Some projects may be selected for more extensive review at the conclusion of the grant period.

Post-Grant Award Forms

There are various forms available to assist awardees in managing their projects. All of the forms are available through the eGrants system. While some have a hardcopy component and a matching electronic component, some have only a paper component. A list of electronic and non-electronic forms is provided below.

The following are forms that cannot be filled out electronically:

- Request for Additional Funds (FS-25)
- Amendment Form (FS-10-A): Populated by data entered into Online Budget Amendment Summary, not through direct data entry into the form itself (see below)
- Final Report for Educational Uses Projects
- Final Expenditure Report (FS-10-F): Populated by data entered into Final Project Budget/Expenses Submitted, not through direct data entry into the form itself (see below)

Electronic forms that can be completed directly in the eGrants system:

- Final Project Narrative: Required as part of Final Reports
- Final Project Budget/Expenses Submitted: Required as part of Final Reports
- Final Statistical Report: Required as part of Final Reports
- Budget Amendment Summary: Required for amendments whether filing an FS-10-A or not; system only allows one Budget Amendment Summary per awardee per grant cycle--contact the Grants Administration Unit for instructions if a second amendment is to be filed. Please note: All LGRMIF budget amendments must first be approved by a local government's Records Advisory Officer (RAO), must adhere to the original intent of the grant, and cannot contain any ineligible budget expenditures. Any budgets amended without prior approval risk being rejected and the expenses thus being covered by the local government.

Forms that must be attached in an electronic format to the application:

- Final Report for Educational Uses Projects
- Final Report Sign-Off Form

More information on the post-grant award reporting requirements can also be found in the [eGrants User Manual](#), or contact the Grants Administration Unit at archgrants@nysed.gov.

Procurement

Preferred Source

All state agencies, local governments and public benefit corporations (which includes most public authorities), are required to purchase approved products and services from Preferred Sources in accordance with the procedures and requirements described in the New York State Office of General Services' (OGS) [Preferred Source Guidelines](#). **The only exception to this requirement is in cases where the Preferred Source cannot meet the form, function, and utility required by the purchasing entity.**

OGS also maintains a list of Preferred Source offerings, which is accessible from their "Guidelines" webpage. In preparing an LGRMIF application, local governments should consult this list, as well as the guidelines, to ascertain whether the services or commodities necessary for their proposed project are available through a Preferred Source vendor.

Pursuant to Article XI, Section 162 of State Finance Law, [NYS Industries for the Disabled, Inc.](#) (NYSID) and [New York State Preferred Source Program for New Yorkers Who are Blind](#) (NYSPSP) have been designated as Preferred Sources for the provision of document imaging services and secure document destruction (shredding). As such, local governments applying for an LGRMIF grant that includes document imaging services should contact NYSID and/or NYSPSP when seeking quotes for this service to determine if either can meet the form, function, and utility required for the proposed project. Both are given equal priority. If both can meet the form, function, and utility required for your proposed project, cost will be the determining factor.

NYSID has member agencies and associate member agencies throughout the state that are included in NYSID'S Preferred Source designation. Direct requests for quotes and additional information to the following points of contact at NYSID:

Meredith Hartman, Senior Sales Manager
Tel: (800) 221-5994 Ext. 294
E-mail: mhartman@nysid.org

Bob Braun, Technical Projects Manager
Tel: (800) 221-5994 Ext. 219
E-mail: rbraun@nysid.org

NYSPSP also has associate member agencies, in the form of non-profits, throughout the state that are included in NYSPSP'S Preferred Source designation. Direct requests for quotes and additional information to the following point of contact at NYSPSP:

Rene' Handford, New York State Sales Account Representative
518-621-0638
Office Fax 518-456-3587

Cell Phone 518-269-9271

E-mail: rhandford@nyspsp.org

In addition, [Corcraft](#), an industry program within the New York State Department of Corrections and Community Supervision, is a Preferred Source for the purchase of shelving. Corcraft manufactures products in thirteen correctional facilities throughout the state. For more information, contact them at:

John Cyr, Sales Representative

(800) 436-6321, ext. 2634

Cell Phone: (518)925-0155

E-mail: John.Cyr@doccs.ny.gov

You do not need to submit three quotes if using a quote for a service or product from a Preferred Source vendor. It is your responsibility to make sure the vendor cited as a Preferred Source actually has that status, and to indicate this in the Project Narrative and Budget Narrative. If a service from a Preferred Source vendor is over \$10,000, include your RFQ and the detailed quote clearly delineating individual project costs. For additional information on Preferred Source vendors please visit the [New York State Procurement Council's](#) web site.

Note: Upon award notification, any Preferred Source contracts in excess of \$100,000 must be reviewed by NYS OGS to ensure that the proposed prices are in accordance with statutory thresholds under Section 162 of the New York State Finance Law. Local governments should contact NYSID for additional information on the Preferred Source procurement process.

NYSID is also a preferred source for standard one-cubic-foot records storage cartons (10" x 12" x 15"). Local governments should purchase these storage cartons through

New York State Industries for the Disabled

11 Columbia Circle Drive

Albany, NY 12203

518-463-9706

These are available in lots of twenty-five at \$79.89 per case (approximately \$3.20 per box). Grant funds will not be approved for cartons in excess of this price.

See [the Office of General Services' \(OGS\) Procurement webpage](#) for more information as well as their [List of Preferred Source Offerings](#) for a complete list of services and products offered by Preferred Sources.

[*Return to section on providing detailed vendor quotes.*](#)

BOCES and School Districts

The New York State Education Law (Article 40, Section 1950) authorizes school districts to contract with a BOCES for services that have been approved by the Commissioner of Education. One of the available services is non-print duplication, which may include scanning or document conversion. The law authorizes school districts to contract with a BOCES through a cooperative service agreement (CoSer) rather than through a competitive procurement or via a Preferred Source. For additional information and clarification please contact NYSED's Office of Educational Management Services at (518) 474-6541 or emscmgts@nysed.gov.

For purposes of applying for an LGRMIF grant, school districts and BOCES proposing to contract with a BOCES do not have to submit three quotes when the service costs over \$10,000. However, you must include your RFQ and the detailed quote clearly delineating individual project costs. In such instances, though, school districts and BOCES are still required to comply with SED's M/WBE goals.

Note: BOCES are not considered a Preferred Source for M/WBE purposes; therefore, the appropriate paperwork must be submitted for that program.

State Contracts

Certain state contracts for the procurement of commodities, equipment, materials, supplies, services, technology, and food products are made available to local governments and school districts through the New York State Office of General Services (OGS). Local governments and school districts may make purchases at the same prices and under the same terms as the state.

You do not need to submit three quotes if using a quote off state contract. If a service from a vendor on state contract is over \$10,000, include your RFQ, the state contract number, and the detailed quote clearly delineating individual project costs.

Note: Applicants should be mindful of meeting their M/WBE goal even if procuring goods or services off state contract.

For more information on state contracts, contact:

New York State Office of General Services
Corning Tower
37th floor
Albany, NY 12242
518-474-6717

Sole-Source Vendors

Sole Source means a procurement in which only one vendor is capable of supplying the required commodities or services. You do not need to submit three quotes if using a quote for a service or product from a sole-source vendor. If there is only one vendor who can provide the required supplies, equipment, or contracted services, explain in the Project Narrative and Budget Narrative your attempts to find additional qualified vendors. A prior working relationship with a vendor or consultant does not, by itself, constitute justification for a sole-source contract. If a

service from a sole-source vendor is over \$10,000, include your RFQ and the detailed quote clearly delineating individual project costs.

Local Government's Procurement Procedures (LGPP)

You do not need to submit three quotes if your local government can demonstrate that the vendor you have selected to carry out grant project work has been chosen using the standard requirements your own local government has for selecting vendors. For instance, if you have a longstanding contractual relationship with an existing vendor and your local government does not require you to re-bid for the services of this vendor periodically, then you can provide a quote from that vendor without providing two other quotes. State rules pertaining to competitive bidding, whenever necessary, must be followed.

Unless your government has no written procurement policies and procedures, your application must demonstrate compliance with these policies and procedures by providing copies of the official procurement policies and procedures you are following along with an explanation of how you will follow these during your proposed grants project. In the absence of any written policies and procedures, you must provide a description of your standard procurement procedures along with a separate written explanation of how you will be adhering to these. If a service following your local government's procurement policies and procedures is over \$10,000, you must include your RFQ, a single detailed quote clearly delineating individual project costs, and a copy of your local government's procurement policies and procedures.

Applicants using this method must still comply with SED's M/WBE requirements.

M/WBE Program

Introduction

Article 15-A of the New York State Executive Law authorized the creation of an Office (now Division) of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. Under this statute, state agencies are charged with establishing employment and business participation goals for minorities and women.

The following SED Minority and Women-Owned Business Enterprise (M/WBE) compliance requirements apply only when an applicant submits an LGRMIF application for funding that exceeds \$25,000.

Compliance can be achieved by one of the methods described below. Full participation by meeting or exceeding the M/WBE participation goal of 30% for this grant is the preferred method.

M/WBE participation includes services, supplies, and materials purchased directly from minority and women-owned firms certified with the [NYS Division of Minority and Women Business Development](#). Not-for-profit agencies are not eligible for this certification. For additional information and a directory of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

Note: SED's M/WBE Unit will only accept M/WBE certification from currently certified New York State firms. They no longer accept firms that have applied and/or are seeking M/WBE certification. These firms will not count towards the M/WBE goal.

The participation goal for LGRMIF grants is 30% of the FS-10 grant project budget, exclusive of professional and support salaries and fringe benefits. The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this application.

LGRMIF applicants should identify participating M/WBE firm(s) at the time of application submission. M/WBE forms should be submitted to the State Archives Grants Administration Unit by uploading them (as one PDF file) to the applicant's eGrants account or emailing the PDF to archgrants@nysed.gov. If this cannot be done at that time, LGRMIF applicants should submit the necessary documents no later than thirty (30) days after the grant notification and respond satisfactorily to any follow-up questions from SED. Failure to do so may result in loss of funding.

Methods to Comply

Note: All of the forms listed below can be accessed from the [State Archives M/WBE Compliance](#) webpage. All forms need to be submitted electronically by uploading to your application or emailing them to archgrants@nysed.gov. If you are unable to upload or email them, see below under "Submission of M/WBE Forms."

LGRMIF applicants can comply with SED's M/WBE policy by one of the following methods:

1. **Full Participation.** This is the preferred method of compliance. Full participation is achieved when an applicant meets or exceeds SED's 30% participation goal for the LGRMIF. Applicants must complete these forms:
 - M/WBE Cover Letter
 - M/WBE Goal Calculation Worksheet
 - M/WBE 100 Utilization Plan
 - M/WBE 102 Notice of Intent to Participate
 - EEO 100 Staffing Plan and Instructions (for local government)
2. **Partial Participation, Partial Request for Waiver.** This is acceptable only if applicants are unable to achieve full participation, in which case they must demonstrate and provide evidence of a good faith effort to achieve full participation. Applicants must complete these forms:
 - M/WBE Cover Letter
 - M/WBE Goal Calculation Worksheet
 - M/WBE 100 Utilization Plan
 - M/WBE 101 Request for Waiver
 - M/WBE 102 Notice of Intent to Participate
 - M/WBE 105 Contractor's (Applicant's) Good Faith Efforts ***Must** be accompanied by documentation of those efforts per guidance from M/WBE Unit; see form for details.

- M/WBE 105A Contractor Unavailable Certification
 - EEO 100 Staffing Plan and Instructions (for local government)
3. **No Participation, Request for Complete Waiver.** This is acceptable only if applicants are unable to achieve any participation, in which case they must demonstrate and provide evidence of a good faith effort to achieve full or partial participation. Applicants must complete these forms:
- M/WBE Cover Letter
 - M/WBE Goal Calculation Worksheet
 - M/WBE 101 Request for Waiver
 - M/WBE 105 Contractor's (Applicant's) Good Faith Efforts ***Must** be accompanied by documentation of those efforts per guidance from the M/WBE Unit; see form for details.
 - M/WBE 105A Contractor Unavailable Certification
 - EEO 100 Staffing Plan and Instructions (for local government)
4. **Preferred Source.** Use of a Preferred Source vendor under Section 162 of the State Finance Law takes precedence over compliance with SED's M/WBE policy. This method is acceptable only if you are contracting directly with a New York State Preferred Source vendor. BOCES are not considered a Preferred Source under the Finance Law. Please note: NYSID and NYSPSP are not Preferred Sources for software. Applicants utilizing a Preferred Source goal must complete the following:
- Cover letter indicating no/partial participation, name of Preferred Source vendor and amount budgeted.
 - M/WBE Goal Calculation Worksheet
 - EEO 100 Staffing Plan and Instructions (for local government)
5. **Deferred Compliance.** This is an acceptable option if applicants are unable to identify participating M/WBE firm(s) at the time of application submission. Applicants who have received a notice of a grant should submit the necessary documents for one of the above methods of compliance within thirty (30) days of receiving their grant award notice. In addition, they will have to respond satisfactorily to any follow-up questions from SED. Failure to do so may result in loss of funding.
6. **No Participation, M/WBE Goal is \$0.** This is applicable only when applicants have proposed expenses just in personnel-related budget codes: Professional Salaries (code 15), Support Staff Salaries (code 16), and Employee Benefits (code 80). Complete the following forms:
- M/WBE Goal Calculation Worksheet
 - M/WBE Cover Letter
 - EEO 100: Staffing Plan and Instructions (for local government)

Good Faith Efforts

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as vendors, consultants, subcontractors and/or suppliers to achieve the goals of this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications, solicitation of minority and women-oriented trade and labor organizations, and solicitations of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of vendor, consultant, subcontractor and/or supplier opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested subcontracting or supplying goods and/or services for the project.

LGRMIF applicants must document their efforts to comply with the stated M/WBE performance goals and submit this documentation with the other required hard copy forms as evidence of their good faith effort. If this cannot be done at the time of application, LGRMIF applicants who receive a grant notification should, within thirty days, submit the necessary documents and respond satisfactorily to any follow-up questions from SED. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's (Applicant's) Good Faith Efforts. You must submit evidence of your good faith efforts along with form M/WBE 105. If you submit only the form, your paperwork will not be approved. SED reserves the right to reject any application for failure to document a "good faith effort."

Request for Waiver

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and the reasons they were unsuccessful in achieving M/WBE participation. In addition, you must also submit form M/WBE 105A (M/WBE Contractor Unavailable Certification).

Submission of M/WBE forms

Applicants should submit necessary M/WBE forms, including the M/WBE Checklist, in an electronic format by either uploading to your eGrants account or emailing them to archgrants@nysed.gov. Please send them as one PDF using the following format:

[Project#] [Local Gov't Name] MWBE.PDF (ex. 0580-23-0001 City of Albany MWBE.PDF)

If you are unable to submit them electronically, you can mail hard copies to:

New York State Archives
Grants Administration Unit
Cultural Education Center, Room 9A81

Albany, NY 12230

Applicants who are unable to submit the necessary M/WBE forms by the above date and receive a grant award notification should, within thirty days, submit the necessary documents and respond satisfactorily to any follow-up questions from SED. **Note:** The initial 50% payment of your award cannot be made until your M/WBE paperwork has been submitted and approved.

M/WBE and Budget Amendments

Grant recipients should be aware that amendments to their budgets could cause their level of M/WBE compliance to change. Regardless of the type of change (ex.: fully compliant to request for total waiver; partial compliance to full compliance, etc.), if a grantee's M/WBE status changes from the original, approved status because of a budget amendment, then they must re-file the appropriate forms and receive new approval from NYSED's M/WBE unit.

If this situation occurs, the necessary forms should be downloaded from the LGRMIF website, filled in and signed by the appropriate parties, and submitted as one PDF to archgrants@nysed.gov with the subject line "MWBE status change – [name of local government]". After a preliminary review by the NYS Archives Grants Administration Unit, the forms will be forwarded to the M/WBE unit for their review. Based on weekly updates from that unit, we will update grantees when their status change is approved. Questions can be e-mailed to the LGRMIF grants unit at archgrants@nysed.gov or to the M/WBE department at MWBEgrants@nysed.gov.

Grant Project Payments

LGRMIF grant recipients are required to report all payments to Minority and Women-Owned Business Enterprise subcontractor(s) to NYSED's M/WBE Program Unit using the M/WBE form 104G M/WBE Compliance Report. For LGRMIF grantees, this report must be submitted on an annual basis. To access the form, contact SED's M/WBE Unit: MWBEgrants@nysed.gov.

Other

SED reserves the right to approve the addition or deletion of vendors, consultants, subcontractors and/or suppliers to enable applicants to comply with its M/WBE performance goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

SED's M/WBE Coordinator is available to assist applicants in meeting M/WBE goals. The coordinator can be reached at MWBEgrants@nysed.gov.

Appendix I

Prequalification for Individual Applications

Pursuant to the New York State Division of Budget Bulletin H-1032, New York State has instituted key reform initiatives to the grant contract process that require not-for-profits to register in the Statewide Financial System (SFS) and complete the Vendor Prequalification process before they can compete for State grants. Information on these initiatives can be found on the [Grants Management website](#). Please note that the State is transitioning from the Grants Gateway to the SFS as of January 16, 2024. For information on the transition, including training webinars, please consult the Grants Management website.

Note: Volunteer Firefighter Companies incorporated under §1402 of the Not-For-Profit Corporation Law are no longer required to pre-qualify in order to be eligible to apply for LGRMIF grants.

Applications received from not-for-profit applicants that have not Registered and are not Prequalified in the SFS by 5:00 PM on the stated application due date cannot be evaluated. Such proposals will be disqualified from further consideration.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity -- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, charter schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see [OSC's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System online](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep [website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor when:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract

Requirements for Funding

[Payee Information Form/NYSED Substitute W-9](#). The Payee Information Form (PIF) is a packet containing the Payee Information Form itself and the accompanying NYSED Substitute W-9. The NYSED Substitute W-9 is required only if your institution does not have a NYS vendor ID. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal and or State funds through the NYSED. The State Archives no longer requires the PIF to be submitted with an application. If we need a PIF or W-9 from you we will contact you, should you be awarded a grant.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers’ Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

For additional information regarding workers’ compensation and disability benefits requirements, please refer to the [New York State Workers’ Compensation Board website](#). Alternatively, questions relating to either workers’ compensation or disability benefits coverage should be directed to the NYS Workers’ Compensation Board, Bureau of Compliance at (518) 486-6307.

NYSED's Reservation of Rights

NYSED reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Waive any requirements that are not material;
11. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
12. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
13. Utilize any and all ideas submitted in the proposals received;
14. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening;
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation;
16. Request best and final offers.

Appendix II

Application Sheet

Project Number:

Sponsoring Institution:

Mailing Address:

Address:

City, State, Zip:

Chief Administrative Officer:

Title:

Phone:

Email:

State Judicial District:

State Senate Districts:

State Congressional Districts:

Federal ID:

School District:

Institution Type:

NOTE: The institutional information listed above is pulled from the SEDREF database. SEDREF, the single authoritative source of identifying information about institutions which the NYS Education Department determines compliance with applicable policy, law and/or regulation.

If your CAO/CEO or address information is incorrect, you should submit a [Standard Data Capture Form](#) (SDCF) to the Grants Administration Unit. Please e-mail the SDCF to archgrants@nysed.gov prior to submitting your application. Note: the Grants Unit cannot edit the Judicial, State, and Congressional Districts. These are based on the school district of location for your institution and determined by SED.

The applicant cannot edit the SEDREF information above on their own.

Fields marked with an (*) are required. The Application Sheet cannot be saved unless all required fields are completed. Hitting the save button before all data fields are filled in will result in loss of the information entered up to that point. Use a placeholder for any unknown data, then

return later with the correct data.

*New York City (NYC) Grant? Yes No
Name of NYC Agency (if applicable)

Eligibility Requirements

*RMO Appointed? Yes No N/A
*Year RMO Appointed? (####)
*LGS-1 Schedule Adopted? Yes No N/A
*Year Schedule was Adopted? (####)

Project Director (PD)

*First Name

*Last Name

*Title

*Phone (###-###-####) Phone Extension

The Project Director email address listed below will receive notifications regarding the LGRMIF application

*Email

Records Management Officer (RMO)

*First Name

*Last Name

*Title

*Phone (###-###-####) Phone Extension

The RMO email address listed below will receive notifications regarding the LGRMIF application

*Email

Local Government Information

County

*Region

*Type

Department/Unit

The Amount Requested field below will be completed by the system.

Amount Requested \$

Application

*Application Type: Individual Shared Services

*Project Category:

Summary description of proposed project activities: Describe the project, including scope, objectives, and description of records. The summary should be brief but should provide a clear statement of how you intend to use an LGRMIF grant.

The Project Summary field is limited to 2500 characters, including spaces.

LGRMIF 2024-2025 Grant Application Evaluation Form

Reviewer:

Panel Number:

Applicant:

Log Number:

Recommendation (F, M, or N):

Recommended Amount: \$

Score:

Rating Guidelines

Scores Defined Interpretation

5 Exemplary: Applicant flawlessly addresses the criterion in a way that can be held up as a model for others, providing exhaustive analysis and demonstrating a deep understanding of issues, problems, and/or solutions.

- 4 Very Good: Applicant has provided a complete, cogent, and convincing response to the criterion that exceeds expectations
- 3 Good: Applicant has addressed the criterion competently and completely as required by the guidelines
- 2 Mediocre: Applicant has addressed the criterion, but the response is generally weak, being neither convincing nor complete
- 1 Poor: Applicant may have offered a few words in response to the criterion, but the words show little to no understanding of the issues
- 0 Unresponsive: Applicant does not address the criterion directly or indirectly

Criteria

1. Statement of the Problem (25 Points)

- a. **Defining the Problem:** Describe in detail the specific records management problem this proposed project will address, include specific reasons why this is a problem and explain why this particular project is a high priority for your records management program. Where applicable, provide specific data about the problem, including the number of records requests and related costs to the government in terms of staff time and salaries. **Do not discuss any proposed solutions here, only the problems. Discuss solutions in Intended Results (2a).** [15 points]
- b. **Defining Records Involved and Previous Grants:** Describe the specific records series that will be involved in this project, including the series titles, estimated volume, date ranges, retention periods, item number from the retention schedule, and general condition of each series (such as any damage, quantities of fasteners, or fragility). Indicate if your local government has, or has not, received in the past five grant cycles funding relevant to your current proposed project. If you have received funding during the last five grant cycles, explain why this project would not replicate work already completed, and/or address a backlog that has developed since then. Funds are not awarded to address records that have accumulated since the completion of a previous project. [10 points]

2. Intended Results (25 Points)

- a. **Methodology:** Explain why the methodology you chose to solve your records management problem was the best one. Explain what other methodologies you considered, detail why these were rejected, and demonstrate why the chosen methodology was the best. [15 points]
- b. **Anticipated Benefits:** Describe in detail the intended results or anticipated benefits of the project in terms of how they will address each of the problems cited in section 1a.

Include specific products, time and/or cost savings, and service improvements. Provide a detailed description of how the proposed solutions will contribute to the development or enhancement of a records management program. In other words, explain how this project will help build a program or improve an existing component of a program rather than just maintain it. LGRMIF grants are not intended to support ongoing operational costs of a records management program. If you are proposing to redo a project funded under a previous LGRMIF grant you must provide compelling justification about why you could not maintain the results of that project and how you will ensure you can do so in the future. [10 points]

3. Plan of Work [25 points]

- a. **Project Outline:** Provide a detailed outline of the proposed work activities including a detailed description of each work-step and a timetable that shows when each phase of the project will be completed. Show how you calculated estimated work rates to prove that your local government can attain all the project's goals by the end of the grant project period. Include detailed information on project staffing. Explain who will perform each project activity, including project management. Indicate the qualifications of project staff (including consultants and vendors) and explain how and why they are qualified to conduct their assigned tasks for this project. If you are required to be M/WBE compliant, be sure to factor into your plan any time needed to meet the M/WBE requirements. **Do not itemize and justify any expenditures here. Discuss and justify expenditures in the Budget Narrative only.** [10 points]
- b. **Grant Requirements:** [15 points]

Project category requirements

Address each of the requirements specific to the category in which you are applying. (ex. for Disaster Management, Inventory and Planning, etc.) If your application combines elements of two or more grant categories, address the requirements of each one.

Shared Services requirements

If applicable, address all requirements specific to the Shared Services category.

General Requirements

In addition, **all** applicants must address the following general requirements:

✓ **Records Focus**

Demonstrate that your project focuses on improving the management of records in your local government by addressing the following:

- Demonstrate that you are prepared to address the appropriate retention and disposition of the records involved in your project. If you are proposing to implement new technology, explain how you will maintain the records and make them available for the full retention period

(especially if the records are permanent) and destroy the records appropriately when their retention period has passed.

- Base project costs on the records involved whenever possible (such as volume, condition, or other characteristic of the records). For example, determine the number of hours needed to inventory and organize records based on the cubic feet of records and the specific work activities to be accomplished.
- Address specific records management issues, including increased access to records, vital records protection and disaster management, preservation, confidentiality, security, compliance with FOIL and other records laws, and the legal admissibility of information.

✓ **Adherence to Archives' Standards and Guidelines**

Give details about how you will adhere to State Archives standards and guidelines relevant to your project. These can be obtained from our workshops/webinars, publications, or advice from a State Archives' Records Advisory Officer (RAO). References to applicable written standards and guidelines are included in the descriptions for most project categories.

✓ **Program Support**

Provide concrete information to demonstrate how you will maintain and expand the results of this project long term without additional LGRMIF grant funding. If additional grant funding will be required in the short term, explain why.

✓ **Supporting Documentation**

Applicants are responsible for ensuring they submit the documentation required by their specific project category. Examples include needs assessments, responses to RFQs (Request for Quotes), floor plans and shelving layouts, and conservation treatment proposals.

vi. Acceptable formats for supporting documentation:

Microsoft Word (.docx) or PDF for text-based documents
Excel (.xlsx) for spreadsheets
PDF, JPEG, BMP, or PNG for images

Note: Please do not attach MS Word 2003 or 2007 (.doc) files; they must be converted to MS Word 2010 (.docx) format.

vii. Request for Quotes (RFQ). An RFQ is required **by all applicants** when applying for funds

- to purchase equipment with a **unit** cost in excess of \$10,000
- to purchase computer software with a **unit** cost in excess of \$10,000
- for purchased services where the fee for **all activities** for any **single** vendor or consultant exceeds \$10,000

- for remodeling, where the cost of any **one** activity exceeds \$10,000
 - for remodeling, where any **one** contractor will receive over \$10,000
- viii. Detailed Vendor Quotes. Three quotes are generally required whenever an RFQ is required. However, only one quote is needed in cases where services or products will be procured:
- off state contract
 - off NYC's Dept. of Citywide Admin. Services (DCAS) Citywide Requirements Contract.
 - from Preferred Source vendors
 - from BOCES
 - from sole-source vendors, or
 - by following your local government's procurement requirements

All quotes must be detailed and should clearly delineate individual project costs for each specific task to be performed by the vendor. Each quote should also include vendor or contractor qualifications.

Quotes pertaining to Document Conversion and Access projects must break down costs according to specific activity, including per-image scanning costs, indexing, prep work, quality control, and all other tasks performed by the vendor. If your vendor does not break out a particular activity according to these guidelines, please specify this in your application.

Where applicable, shared services applications should include a single, detailed vendor quote, rather than individual quotes for each project participant.

For additional information on vendor quotes and methods of procurement, please refer to the procurement section in this document.

- ix. If an applicant proposes a project that involves birth, death, marriage, or burial records, the applicant must indicate in the application narrative that it has discussed its proposed project with the Department of Health (DOH), which oversees those records, and confirm that the project meets with DOH's approval. Contact the Office for Vital Statistics toll free call center at 855-322-1022, or Director's Office, Vital Records Section, New York State Department of Health, PO Box 2602, Albany, NY 12220-2602; phone: (518) 474-3055. See also the Preface to the [*LGS-1 Retention and Disposition Schedule*](#) for exceptions covering vital records. (**Note:** DOH is approving that the parameters of your project meet DOH Guidelines. DOH is not approving your grant application).
- x. If an applicant proposes a project that involves court records, the applicant must indicate in the application narrative that it has discussed its proposed project with the Unified Court System (UCS), which oversees those records, and confirm that the project meets with UCS's approval.

Contact Unified Court System records management staff at 212-428-2875 or records@nycourts.gov. (Note: UCS is approving that the parameters of your project meet

UCS Guidelines. UCS is not approving your grant application).

Note: If you are unable to get a timely response from either the DOH or UCS and not able to include that response in your application, then demonstrate your efforts to contact either or both.

4. Local Government Contributions [5 points]

- a. **Previous Records Management and Current Project Support:** Demonstrate your local government's support for records management, including previous support and support for this project. As part of this, identify any LGRMIF grants your local government received over the last five grant cycles and indicate how you have maintained or expanded on the projects' results. Provide specific budget amounts whenever possible and include only financial and other support your local government has provided and/or that it will provide with its own funds. If your local government has not received any LGRMIF grants over the last five grant cycles, make note of that in this section. [5 points]

5. Project Budget [20 points]

In the budget narrative, itemize and justify **each** proposed project expenditure, in terms of its reasonableness, necessity, and suitability for the successful completion of the project.

- Be sure to include items in both the budget (Amount Requested) and the Budget Narrative.
- Do not merely describe each item and/or service requested in the project budget, but instead provide a justification specific to the proposed project, such as why a particular line item is needed to ensure the success of the project. For example, if purchasing a scanner or software for a project include information on the particular features of that scanner or software and how each will be needed for successful completion of the project.
- If using a Preferred Source vendor for a service or commodity, there is no need to provide a justification for the vendor. The fact that they are a Preferred Source is justification on its own. However, you still need to justify your project expenditures when using a Preferred Source.
- If a vendor quote includes multiple items, e.g., software and professional services, you should itemize and justify each expenditure.
- When using other funding sources for your project (in addition to the LGRMIF program) be sure to describe, in detail, how LGRMIF funds will be used. Have your vendor provide a quote that breaks out the amount of the quote that will be paid by LGRMIF funds.

[20 points]

Total At-Home Score	0
Bonus Scoring (for funding priority)	0
Total At-Home + Bonus Scoring	0
Recommendation (F, M, or N):	
Total Amount Requested:	\$0
Recommended Amount:	\$0

Government Records Services Directory

Denis P. Meadows, Director Government Records Services denis.meadows@nysed.gov	
David F. Lowry, Head Local Government Advisory Services david.lowry@nysed.gov	Jennifer O'Neill, Head Scheduling and State Agency Services jennifer.oneill@nysed.gov
9A47 Cultural Education Center, Albany, NY 12230 Phone (518) 474-6926 • www.archives.nysed.gov	
Local Government Advisory Services	
Villages and Cooperative Extensions	Vacant, Interim Contact: Maria McCashion e-mail: maria.mccashion@nysed.gov Phone: (518) 486-4823
Counties, Libraries, and Miscellaneous Governments	Monica Hauck-Wheaton, Records Advisory Officer e-mail: monica.hauck-wheaton@nysed.gov Phone: (518) 473-6803
Cities, Fire Districts, and New York City Municipal Agencies	Maria McCashion, Records Advisory Officer e-mail: maria.mccashion@nysed.gov Office phone: (518) 486-4823
Towns	Michael Martin, Records Advisory Officer e-mail: michael.martin@nysed.gov Phone: (518) 330-7987
School Districts, BOCES, Community Colleges, and Teacher Centers	Sarah Durling, Records Advisory Officer e-mail: sarah.durling@nysed.gov Phone: (518) 322-2555
Richard Sloma Coordinator, Training and Publications (518) 473-4715 • richard.sloma@nysed.gov	

Rev. 09/2023

Bookeye® 5

V3 Basic | Kiosk | Professional

Highest scan quality at lowest cost

Three models suit all applications

Bookeye 5 V3

Next Generation!



Next generation book scanner
Powerful, yet small and affordable

**Image
Access**

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- COLOR OVERHEAD BOOK SCANNER
- SCAN AREA 50% MORE THAN DIN/ISO A3
- TRUE SCAN TECHNOLOGY, NOT A DIGICAM SUBSTITUTE
- FADGI, METAMORFOZE, ISO 19264-1 COMPLIANT
- 400 DPI RESOLUTION
600 DPI OPTIONAL
- 0.8 SEC FOR A3+ SCAN
- V-SHAPED MAGNETICALLY COUPLED BOOK CRADLE OPENS 120° OR 180°
- LASER ASSISTED BOOK FOLD CORRECTION
- AUTOMATIC FINGER REMOVAL
- AUTOMATIC CROP AND DESKEW
- VIRUS PROTECTED 64BIT LINUX OPERATING SYSTEM
- INTEL QUAD CORE i3 GEN.8
240GB SSD, 8GB RAM
- GIGABIT TCP/IP NETWORK INTERFACE
- LARGE 21" FULL HD MULTITOUCH FOR SIMPLIFIED OPERATION
- VIRTUAL RESCAN, MODIFY WITHOUT RESCANING
- LIVE PREVIEW THROUGH SECOND MATRIX CAMERA
- EASY 3 BUTTON ACCESS START, SCAN, SEND
- USB 3.0 PORT ACCESSIBLE ON FRONT PANEL
- EASY INSTALLATION VIA SCAN2NET® TECHNOLOGY
- OPTIONAL SCAN2PAD® HOTSPOT



The Bookeye® 5 V3 book scanner is available in three models, all simple to use and small enough to sit on any desk or workspace. Installation is so simple; you will be scanning minutes after taking it out of the box. Easy, fast and affordable. The Bookeye® 5 V3 book scanner is perfect for libraries, archives, offices and anywhere you want to scan or copy.

All models include a 21" full HD multitouch screen, three direct control buttons for fast and effective scanning and the acclaimed Scan2Net® technology platform.

Bookeye® 5 V3 Overhead Book Scanner

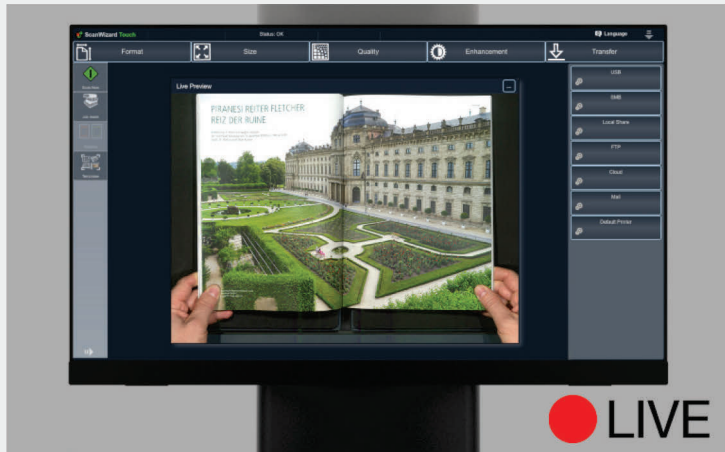
Fully reengineered, the Bookeye® 5 V3 is the first member of a new generation of eco-friendly, ergonomic and easy to operate book scanners. It is equipped with a high resolution, low noise CCD scanner camera and an additional matrix camera for live previews.

Bookeye® 5 V3 is available in three models:

- Basic** The entry level model offers the same scanning functionality and speed as the other levels at the lowest possible cost. Upgrades to the other models are options.
- Kiosk** This model includes all of the features of the Basic model plus the Scan2Pad application for scanning and operation with any mobile device through the WiFi hotspot.
- Professional** This model includes all of the features of the Basic model, but has a higher resolution of 600 dpi and client interface for 3rd party software to meet the highest quality standards.

The unique book cradles allows users to digitize books and documents by either laying them flat on the scanning bed at 180° or in the V-cradle, at an angle of 120° for gentle, protective handling of the source material. The two sides of the cradle are magnetically coupled so that the book fold can be moved easily in the center for optimal scan results.

Bookeye is the eco-friendliest scanner on the market, consuming only 1.5W in standby. Its high quality LED lamps only light up when needed, saving even more energy.



Live preview camera to optimize document position before scanning

Highlights that make the Bookeye® 5 V3 book scanner the right choice for every application

- Large 21" multitouch screen for operation and preview can be mounted to scanner in three different locations.
- Optional 2nd screen supported for preview.
- Dark mode operation – enhances scan quality through less light reflection and improves operation by reducing eye strain.
- Live Preview –See the document position in live video for correct positioning before scanning.
- Most versatile book cradles, 120°, 180°, shift apart for book bound, shift left and right for optimum position of book.
- Output formats: PDF, PDF/A, JPEG, TIFF, PNM, multipage PDF and TIFF, DICOM and many more.
- Digital color balance, wide color gamut, supports sRGB, Adobe RGB, native RGB.
- FADGI, Metamorfoze Light, ISO 19264-1 compliant.
- Multilingual operation – more than 20 languages available.
- ScanWizard runs on internal touch or on external device through any browser via network.
- Remote maintenance, troubleshooting and firmware updates.

Accessories and Options:

- BE5-SCAN2PAD** Scan2Pad® wireless hotspot.
- BE5-V3-PRO-OPT** Upgrade to Professional.
- BSW-P-BE5-00** Batch Scan Wizard Pro License.
- SCAN2OCR** Background OCR on scanner.
- BE5-V3-BK-SP12M** Full Coverage Warranty, up to 5 years of free spare parts and consumables.



Store images directly to any USB devices via the USB 3.0 port

Bookeye® 5 Models and Bundles

BE5-V3	Basic – entry level model 400dpi, V-book cradle, 21" touchscreen
BE5-V3-KIOSK	Kiosk – perfect for self-service applications Basic + Scan2Pad, Full Coverage Warranty
BE5-V3-PRO	Professional – 600dpi for demanding applications Basic + 600dpi, Full Coverage Warranty

Bookeye® 5 Applications

- Preserving books and sensitive historical documents
- Scan newspapers, periodicals, catalogs and magazines
- Scan and store images to mobile devices with Scan2Pad®

Bookeye® 5 Markets

- Libraries, Universities, Repro shops
- Archives, Registries
- Any office environment

The Scan2Net® platform is the technological foundation of all WideTEK® and Bookeye® scanners from Image Access. It replaces the proprietary scanner drivers and software that traditional scanners require with the fastest common, nonproprietary inter-device connection available: TCP/IP over Ethernet. With network interface speeds much higher than USB 3.0 or camera link, Scan2Net® devices are able to reach unrivaled performance at extremely low connectivity cost.

Scan2Net® scanners feature a 64 bit Linux based real time operating system, dedicated to scanner specific imaging and mechanical control tasks, maximizing scanning speeds and performance.

Scan2Net® Advantages

- 64 bit Linux based computer, fast and virus protected
- Routable, easy integration into existing network structures
- Only a single IP address is required to run the scanner
- Integration and remote access via the Intranet or even the Internet
- Scans directly to SMB, FTP, hot folders, USB, Email or the Cloud
- All hardware and software built in, no need for external PCs
- Simple, intuitive operation via full HD touchscreen
- Clear menu structure, help files build in
- Multilanguage support, customizable user interface

TECHNICAL DATA

Maximum Scan Area	390 x 480 mm (15.3 x 18.9 inch), 50% more than DIN/ISO A3
Scanner Resolution	400 x 400 dpi (optionally 600 x 600 dpi)
Scan Speed	DIN A3+ @ 150 dpi: 0.8 s, DIN A3+ @ 200 dpi: 0.9 s, DIN A3+ @ 300 dpi: 1.3 s, DIN A3+ @ 400 dpi: 1.7 s , DIN A3+ @ 600 dpi: 2.4 s
Color Depth	48 bit color, 16 bit grayscale
Scan Output	24 bit color, 8 bit grayscale, bitonal, enhanced halftone
File Formats	Multipage PDF (PDF/A) and TIFF, JPEG, JPEG 2000, PNM, PNG, BMP, TIFF (Raw, G3, G4, LZW, JPEG), AutoCAD DWF, JBIG, DjVu, DICOM, PCX, Postscript, EPS, raw data and more
ICC Profiles	Embedded for sRGB, Adobe RGB and native. Individual profiling via web based Scan2ICC subscription
Quality	Complies to FADGI *** guidelines, Metamorfoze Light, ISO 19264-1
Camera	CCD line sensor, 22,500 pixels (11,000 scan lines equals to a 245 MPixel matrix camera)
Live Preview Camera	CMOS matrix, area sensor
Light Source	White LEDs, tested according to IEC 62471, no IR/UV emission
Lamp Lifetime	50,000 h typ. Lamps are covered by the Extended Warranty Option
Computer	64 bit Linux, Intel Core i3 generation 8 processor, 240GB SSD, 8 GB memory for extra large jobs
Touchscreen	21" full HD 1920 * 1080 multitouch screen
USB Port	1 x USB 3.0 port, 4 x USB 2.0 port
Interface	1 GBit fast Ethernet with TCP/IP based Scan2Net® interface
Dimension / Weight	H x W x D: 720 x 510 x 540 mm (28 x 20 x 21 inch) / 29 kg (64 lbs.)
Electrical Specification	100-240 V AC, 47 - 63 Hz (external power supply, complies with ECO standard CEC level VI)
Power Consumption	P _(Off) 0.3W / P _(Sleep) 4.6W / P _(Ready) 40W / P _(Active) 110W (43% below ENERGY STAR requirements)
Environment	Operating temperature 5 to 40 °C (40 to 105 °F), relative humidity 20 to 80% (non-condensing)
Noise	< 42 dB(A) (Scanning) / < 33 dB(A) (Standby)
Approvals	IEC/EN/AUS/NZL 62368-1, CB; UL/CSA 62368-1, FCC part 15, ETLus, EN 55032, EN 55024, EN 61000-3-2, EN 61000-3-3, CCC, BIS, RoHS, WEEE



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IMAGE ACCESS GMBH

Hatzfelder Str. 161-163
42281 Wuppertal, Germany
Phone: +49 202 27058-0

www.imageaccess.de

IMAGE ACCESS LP

400 N. Belvedere Drive
Gallatin, TN 37066, USA
Phone: +1 (615) 675-4141

www.imageaccess.us



Digital Archive Inc
242 W Main ST #299
Hendersonville, TN 37075 US
615-497-0362
Sales@digitalarchiveinc.com
www.digitalarchiveinc.com

Estimate 2363

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Penny Arnold Chemung County Records 425 Pennsylvania Avenue Elmira, NY 14902	Penny Arnold Chemung County Records 425 Pennsylvania Avenue Elmira, NY 14902	02/01/2024	\$18,764.79	03/01/2024

SHIP VIA
Best way

	DESCRIPTION	QTY	RATE	AMOUNT
BE5-V3-PRO	Bookeye 5 V3 Bundle Professional, A3+, 600dpi, V-Book Cradle, 21" Touch, Full Coverage Warranty GSA	1	12,164.79	12,164.79
BE5-V3-P-SP12M	Full Coverage Warranty BE5-V3 Professional, hardware, software for 12 months	5	1,100.00	5,500.00
IALP-GSA	On Behalf of Image Access GmbH GSA Contract No.: GS35F0203Y Duns No.: 344151410 Cage: CF353 2% discount if paid in full within 10 days via ACH/wire transfer	1	0.00	0.00
shipping Service	Free Pre GSA Contract	1	0.00	0.00
BE4-TWAIN	Software Option TWAIN driver / Only in connection with client interface	1	1,100.00	1,100.00

Please sign return to alan@digitalarchiveinc.com

SUBTOTAL	18,764.79
TAX	0.00

TOTAL	\$18,764.79
-------	-------------

THANK YOU.

Accepted By

Accepted Date

ACH Payment Instructions
Bank: CitiBank
Acct Type: Business Checking
Acct Name Digital Archive Inc.
Acct No.: 801777880
Acct Routing No. 271070801



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 #: 24-099
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

ATTACHMENTS:

File Name	Description	Type	Upload Date
Corning Natural Gas Correction.pdf	Corning Natural Gas Correction	Cover Memo	2/21/2024

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 1/14/2023
----------------------------	-------------------

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

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

2 0 2 4 T O W N T A X R O L L
SPECIAL FRANCHISE SECTION OF THE ROLL - 5
TAX MAP NUMBER SEQUENCE
UNIFORM PERCENT OF VALUE IS 085.00

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

PAGE 1380

TAX MAP	PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TOTAL	TAXABLE VALUE		TAX AMOUNT
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD			SPECIAL DISTRICTS		
*****	*****	*****	*****	*****	500.00-17-1	*****
500.00-17-1	Special Franchise			** County of Chemung	ACCT F4782000	BILL365099
Corning Natural Gas Corp	861 Elec & gas			Community College	2687,799	15,196.36
W William S	Elmira Csd	0		Library District	2687,799	1,908.83
PO Box 58-330	Ns Mt Zoar Rd	2687,799		Town of Southport	2687,799	2,134.53
Corning, NY 14830	FRNT 15.00 DPTH 988.00			FD363 Webb Mills fire dept	1397,655 TO	5,473.83
	BANK 917			FD364 Pine City fire dept	1290,144 TO	2,963.03
	FULL MARKET VALUE	3162,116		LD361 Southpt light dist 50	2445,897 TO	1,824.16
				TOTAL TAX ---		506.08
				DATE #1		30,006.82**
				AMT DUE	01/31/24	30,006.82
*****	*****	*****	*****	*****	500.00-18-1	*****
500.00-18-1	Special Franchise			** County of Chemung	ACCT F4784000	BILL365100
Verizon New York Inc	866 Telephone			Community College	637,122	3,602.18
C/O Duff & Phelps	Elmira Csd	0		Library District	637,122	452.47
PO Box 2749	BANK 900	637,122		Town of Southport	637,122	505.97
Addison, TX 75001	FULL MARKET VALUE	749,555		FD361 Southpt fire dept	484,213 TO	1,297.53
				FD362 Golden Glow fire dpt	12,742 TO	715.42
				FD363 Webb Mills fire dept	70,083 TO	22.61
				FD364 Pine City fire dept	70,083 TO	148.58
				LD361 Southpt light dist 50	535,182 TO	99.09
				TOTAL TAX ---		110.73
				DATE #1		6,954.58**
				AMT DUE	01/31/24	6,954.58
*****	*****	*****	*****	*****	500.00-19-1	*****
500.00-19-1	Special Franchise			** County of Chemung	ACCT F4785000	BILL365101
NYSEG	861 Elec & gas			Community College	6650,470	37,600.62
Avangrid Mgmt Co - Local Tax	Elmira Csd	0		Library District	6650,470	4,723.04
One City Center Fl 5th	BANK 904	6650,470		Town of Southport	6650,470	5,281.52
Portland, ME 04101	FULL MARKET VALUE	7824,082		FD361 Southpt fire dept	6650,470	13,544.00
				FD362 Golden Glow fire dpt	5120,862 TO	7,566.06
				FD363 Webb Mills fire dept	66,505 TO	118.03
				FD364 Pine City fire dept	665,047 TO	1,409.90
				LD361 Southpt light dist 50	798,056 TO	1,128.39
				TOTAL TAX ---	5586,395 TO	1,155.87
				DATE #1		72,527.43**
				AMT DUE	01/31/24	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 #: 24-100
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.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Applegate Correction.pdf	Applegate Correction	Cover Memo	2/21/2024

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>					
Mailing address of owners (number and street or PO box) <u>154 Cooper Rd.</u>			Location of property (street address) <u>154 Cooper Rd.</u>		
City, village, or post office <u>Lockwood,</u>		State <u>NY</u>	ZIP code <u>14859</u>	City, town, or village <u>Lockwood</u>	
		State <u>NY</u>	ZIP code <u>14859</u>		
Daytime contact number		Evening contact number		Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <u>85.00-1-4</u>	
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. H. Field

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**



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing purchase agreement with Enterprise Fleet Management on behalf of the Chemung County Department of Central Services

Resolution #: 24-101
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

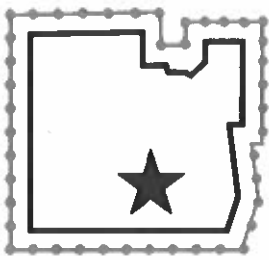
Resolution authorizing agreement with Enterprise Fleet Management to continue utilizing the existing contract for a two-year period to December 31, 2025 under the same terms and conditions and at the same bid discounts as provided to lease County vehicles and purchase vehicle maintenance packages. This continues the 'piggyback' on Sourcewell's Cooperative vehicle leasing contract #30122 which expires on Apr 18, 2026.

Use of this cooperative contract avoids the significant time and expense of going through a RFP process. Our current contract includes approximately 62 leased vehicles through EFM and their service has been highly satisfactory. It is Chemung County's best interest to continue using their services under this contract extension.

Purchasing Department has reviewed the Sourcewell Cooperative Contract and provided the attached justification finding it appropriate for use in our County vehicle leasing program. The County Law Department has previously been provided a copy of the contract for review. Original Resolution 23-337, PGB-2497)

ATTACHMENTS:

File Name	Description	Type	Upload Date
PGB-2497 Justification for Utilizing a Cooperative Contract signed.pdf	PGB-2497 Justification for Utilizing A Cooperative Contract signed	Cover Memo	2/21/2024



**CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT**

Justification for Utilizing a Cooperative Contract

Date 2/10/2023

Requesting Department Central Services

Requesting Employee David McCormick Position Director Central Services

Cooperative or Lead Agency Sourcewell

Contract Name and No. #030122-ELM Fleet Management (PGB-2497)

Enterprise Fleet Management

Vendor(s) Name(s) _____

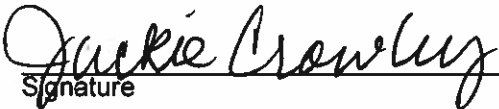
We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

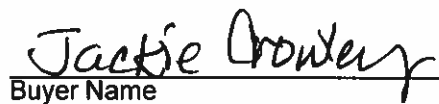
Issue	Procurement Consideration
New York State Considerations:	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	Yes, State of Minnesota
2. Was the contract made available for use by other governmental entities?	Yes, Pg 1
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	Yes , see responses to questions 4-7 below
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	Yes, advertised in NYS Contract Reporter, USA Today, Sourcewell website, and many others
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	Yes, Submitted through Sourcewell Procurement Portal electronically
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Yes, evaluation criteria listed on Pg 11
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	Award made to proposer(s) who conform to all conditions of the RFP. Pg 11

Justification for Utilizing a Cooperative Contract

General Considerations:	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Cooperative allows the County to continue a partnership with Enterprise without taking the time and expense to going through the RFP process.
11. Will any and all purchases comply with the terms and prices in the contract?	Yes, Terms will remain the same
12. Will volume pricing advantages be applied to purchases?	Yes, volume pricing is provided
13. Was past experience with the cooperative or lead agency acceptable?	County is currently using Enterprise and are satisfied with their services
14. Is the item urgently needed?	Yes, we need to be able to purchase from a contract
15. Can a local vendor provide this service? If so, why were they not considered?	There is not local vendor
16. What is the age of the contract? How many years is it into its contract term?	Expires 4/18/2026 (4 years)
Sent Iranian Divestment Certificate to Vendor?	Requested on 2/10/2023
ADDITIONAL COMMENTS:	

Usage reviewed and approved by:


Signature


Buyer Name


Signature

Tricia Wise
Director of Purchasing Name



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 #: 24-102
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

ATTACHMENTS:

File Name	Description	Type	Upload Date
Renewal-final.pdf	Renewal Final	Cover Memo	1/29/2024



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 #: 24-103
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 Groundsmanager 5900 (T4) utilizing Group 40658 Heavy Equipment, Award PGB-22792, NYS Contract: PC69682 for a price not to exceed \$136,615.47.

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

ATTACHMENTS:

File Name	Description	Type	Upload Date
chemung_county_5900.pdf	Chemung County 5900	Cover Memo	1/29/2024
GROUP_AWARD - AWARD DESCRIPTION - Contractor Information.pdf	Group Award Description	Cover Memo	1/29/2024
4062522792PL_Toro.pdf	Toro	Cover Memo	1/29/2024
Scanned from a Xerox Multifunction Printer.pdf	Scanned	Cover Memo	1/29/2024



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

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
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>



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
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>



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
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 #: 24-104
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.

ATTACHMENTS:

File Name	Description	Type	Upload Date
240105 - Bid Recommendation Soaring Museum.pdf	Bid Recommendation Soaring Museum	Cover Memo	2/21/2024
Email 2 6 24.pdf	Email 2 6 24	Cover Memo	2/21/2024
Budget Transfer 2 6 24.pdf	Budget Transfer 2 6 24	Cover Memo	2/21/2024

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 Angela Cavaluzzi
Name

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



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025)

Resolution #: 24-105
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

-This agenda items requests acceptance and authorization of the following Low Bids for the 2024-2025 Materials and Services Bids for the DPW:

2582	Highway Ditching
2584	Sidewalks and Curbs
2587	Geosynthetics
2588	Concrete Box Culverts
2589	Galvanized Railings
2590	Tree and Stump Removal
2594	Equipment Rentals with Operator
2594	Equipment Rentals without Operator
2596	De-Icing Sand (Highway/Delivered)
2596	De-Icing Sand (Highway/FOB)
2596	De-Icing Sand (Airport)

The summary spreadsheet lists the awarded vendors, broken down by bid, and also provides projects costs for each bid, based on historical usage. Each bid tab is also included for your reference.

1 year (4/1/24-3/31/25) + 1 yr extension possible

\$1,040,000 Estimated

State share- 100%

Varies in fund 20 op accts & approved cap budget

Various - see attached bid tabs and summary spreadsheet

-Authorize acceptance of bids for RFB-2566 OEM Repair Parts from Wilbri, Inc., and Beam Mack Sales and Service

The DPW requests authorization for acceptance of bids for RFB-2566 OEM Repair Parts from Wilbri, Inc., and Beam Mack Sales and Service. We use this parts to maintain our equipment and vehicle inventory.

(1) Wilbri and (2) Beam Mack

1 year + 1 year Extension Possible

Estimated cost for 2024 is \$75,000, 100% local share

Funds are budgeted in account 21-5130-50406.33

-Authorize Additional Materials & Services Bids on Behalf of the DPW

This agenda item seeks Executive Approval and Legislative Authorization for six (6) additional materials and services bids for the DPW:

RFB 2600 Crack Sealing

RFB 2602 Cold Milling

RFB 2617 Iron Castings

RFB 2618 Cold Mix Pavements

RFB 2619 Polypropylene Manhole Covers
RFB 2620 Hot Mix Asphalt (FOB)

Total Projected costs for the bids is \$546,500.
These costs are in the approved 2024 DPW Capital Budget.
Some costs will be Reimbursable through State Highway
1 Year plus 1 Year extension with County Authorization
100%local share
Funds are budgeted through various accounts- most are in Capital Budgets

See attached summary spreadsheet and bid tabs, and feel free to reach out with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

File Name	Description	Type	Upload Date
2024 DPW Materials Services Bids - Results of New Bids January Submisison .pdf	DPW Materials Services Bid	Cover Memo	1/29/2024
RFB-2596 De-Icing Sand 2024 - 2025 Bid Tab (1).pdf	De-icing Sand	Cover Memo	1/29/2024
RFB-2590 TREE AND STUMP REMOVAL 2024-2025 Bid Tab (2).pdf	Tree & Stump Removal	Cover Memo	1/29/2024
RFB-2594 Equipment Rental 2024 - 2025 Bid Tab.pdf	Equipment Rental	Cover Memo	1/29/2024
RFB-2588 Concrete Box Culverts 2024-2025 Bid Tab (1).pdf	Concrete Box Culverts	Cover Memo	1/29/2024
RFB-2587 Geosynthetics Bid Tab (1).pdf	Geosynthetics Bid	Cover Memo	1/29/2024
RFB-2589 Galvanized Railings.pdf	Galvanized Railings	Cover Memo	1/29/2024
RFB-2584 Sidewalks and Curbs 2024-2025 Bid Tab.pdf	Sidewalks & Curbs	Cover Memo	1/29/2024
RFB-2582 Highway Ditching 2024- 2025 Bid Tab 002 .pdf	Highway Ditching	Cover Memo	1/29/2024
RFB-2566 OEM Repair Parts bid tab Highlighted (1).pdf	OEM Repair bid tab Highlighted	Backup Material	2/29/2024
RFB Approval and Estimated Expenses Submittal 3 - DPW 2024 (2).pdf	RFB Approval	Cover Memo	2/29/2024
RFB-2600 Crack Sealing 2024-2025 Bid Tab.pdf	Crack Sealing	Cover Memo	2/29/2024
RFB-2617 Iron Castings Bid Tab.pdf	Iron Castings	Cover Memo	2/29/2024
RFB-2618 Cold Mix Pavements Bid Tab.pdf	Cold Mix	Cover Memo	2/29/2024
RFB-2619 Polypropylene Manhole Covers bid tab.pdf	Polypropylene Manhole	Cover Memo	2/29/2024
RFB-2620 Hot Mix Asphalt FOB 2024-2025 .pdf	Hot Mix	Cover Memo	2/29/2024
RFB-2602 Cold Milling Bid Tab.pdf	Cold Mining	Cover Memo	2/29/2024

2024 Materials and Services Bids - Results and Recommendations
Updated: 1/10/2024

NEW BIDS			SOLE	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2024 or	
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	HISTORICAL ANNUAL EXPENSES	
2582	Highway Ditching	12/7/2024	☑	Wenzel Landscaping	-	-	-	-	-	\$	50,000.00
2584	Sidewalks and Curbs	12/7/2023		Bothar Construction	Renko Tree Service	-	Wenzel Contracting	Yard Wolves	-	\$	50,000.00
2587	Geosynthetics	12/12/2023	☑	Chemung Supply	-	-	-	-	-	\$	35,000.00
2588	Concrete Box Culverts	12/15/2023		Zeiser Wilbert Vault	Jefferson Concrete	-	-	-	-	\$	400,000.00
2589	Galvanized Railings	12/12/2023	☑	Chemung Supply	-	-	-	-	-	\$	150,000.00
2590	Tree and Stump Removal	12/21/2023		Angry Loraxe	Renko Tree Service		Adirondack Tree Surg.	Jon Friedt	Tree Worx LLC	\$	50,000.00
2594	Equipment Rentals with Operator	12/21/2023		No bids received. Will work from quotes, or if needed due to extent of work, will rebid.			-	-	-	\$	65,000.00
2594	Equipment Rentals without Operator	12/21/2023		Sunbelt, Herc Rental, Monroe Tractor, Cher Rental, and Vantage/Alta - Low Bid depends on Equipment Rented and Availabilty from Vendor.						\$	40,000.00
2596	De-Icing Sand (Highway/Delivered)	12/19/2023	☑	FS Lopke Contracting Inc	-	-	-	-	-	\$	50,000.00
2596	De-Icing Sand (Highway/FOB)	12/19/2023		FS Lopke Contracting Inc	Austin Sand & Gravel	Dalrymple Gravel & Contr.	(NOTE: Due to Distance, County will likely use Austin)			\$	150,000.00
2596	De-Icing Sand (Airport)	12/19/2023	☑	Dalrymple	-	-	-	-	-	Not used by County DPW	
DPW New Bids Total:										\$	1,040,000.00

NOTE: More Materials and Services Bids will be opened and sent to Executive and Legislature in future.

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2596 De-Icing Sand (2024- 2025)

Bid Opening: December 19,2023

FAA Approved De-Icing Sand

Bidders		Dalrymple Gravel	FS Lopke Contracting Inc	Austin Sand & Gravel
Item	Bid Item Description	Unit Price per Ton	Unit Price per Ton	Unit Price per Ton
C703-0101	Material loaded on municipal vehicles at Vendor's Plant	130.00	NB	NB
C703-01F	Material and Delivery to ECRA, 276 Sing Sing Rd, Horseheads, NY	140.00	NB	NB
<u>HIGHWAY DE-ICING SAND (2024-2025)</u>				
C703-0102	Material loaded on municipal vehicles at Vendor's Plant	16.00	9.90	11.50
C703-01H	Material and Delivery to these Locations:	AntiSkid Pickup 18.00		
	Chemung County Highway Public Works, Horseheads, NY	NB	18.15	NB
	Town of Ashland Highway Garage, Wellsburg, NY	NB	16.90	NB
	Town of Baldwin Highway Garage, Lowman, NY	NB	17.90	NB
	Town of Big Flats Public Works, Big Flats, NY	NB	18.90	NB
	Town of Catlin Highway Garage, Beaver Dams, NY	NB	20.15	NB
	Town of Chemung Highway Garage, Chemung, NY	NB	16.40	NB
	Town of Elmira Highway Garage, Elmira, NY	NB	18.65	NB
	Town of Erin Highway Garage, Erin, NY	NB	19.65	NB
	Town of Horseheads Highway Garage, Horseheads, NY	NB	18.90	NB
	Town of Southport Highway Garage, Pine City, NY	NB	18.65	NB
	Town of VanEtten Highway Garage, VanEtten, NY	NB	17.90	NB
	Town of Veteran Highway Garage, Horseheads, NY	NB	19.40	NB
	Village of Elmira Heights Garage, Elmira Heights, NY	NB	18.65	NB
	City of Elmira, DPw Building, Linden Place, Elmira, NY	NB	17.90	NB
Indicate place of manufacture, location, and/or source of the proposed bid material:		127 Chemung Flats Rd Chemung NY 14825 3877Curtis Coopers RD, Painted Post NY 14870	Buckpit 808 stanton hill rd, Nichols NY 13812	No Location given

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2590 Tree and Stump Removal (2024-2025)

Bid Opening: December 21, 2023

Bidder	*Adirondack Tree Surgeons Inc	**Angry Loraxe	***Jon Friedt	****Renko Tree Service	*****Tree Worx LLC
Addendum 1	Yes	YES	NO	No	No
Addendum 2	Yes	YES	NO	No	No
Surety	Check 015111764	Check 00-30525513	Check 0000725972	Check 100195849	Check 0519

Bid Item A: Tree and Stump Removal (Contractor to remove and dispose of all wood and debris)		TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump
Bid Item A	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
A.1.	Up to 18"	\$552.00	\$752.00	\$990.00	\$500.00	\$1,199.00	\$1,384.00	\$1,900.00	\$1,900.00	\$2,400.00	\$450.00	\$1,500.00	\$1,650.00		\$1,450.00	\$1,650.00
A.2.	18.1" to 24"	\$1,545.00	\$1,995.00	\$2,455.00	\$675.00	\$1,699.00	\$2,049.00	\$2,300.00	\$2,300.00	\$2,800.00	\$675.00	\$1,950.00	\$2,300.00	\$1,400.00	\$1,950.00	\$2,250.00
A.3.	24.1" to 30"	\$2,675.00	\$3,370.00	\$4,070.00	\$850.00	\$2,399.00	\$2,749.00	\$2,600.00	\$2,600.00	\$3,000.00	\$840.00	\$2,400.00	\$2,800.00	\$1,600.00	\$2,450.00	\$2,850.00
A.4.	30.1" to 36"	\$3,785.00	\$4,485.00	\$5,085.00	\$950.00	\$2,699.00	\$3,299.00	\$2,900.00	\$2,900.00	\$3,400.00	\$940.00	\$2,700.00	\$3,300.00	\$1,800.00	\$2,950.00	\$3,550.00
A.5.	36.1" to 42"	\$5,750.00	\$6,275.00	\$6,880.00	\$1,075.00	\$3,099.00	\$3,699.00	\$3,100.00	\$3,100.00	\$3,600.00	\$1,850.00	\$3,000.00	\$3,800.00	\$2,500.00	\$3,450.00	\$3,950.00
A.6.	42.1" to 48"	\$6,995.00	\$7,540.00	\$8,050.00	\$1,175.00	\$3,399.00	\$3,999.00	\$3,500.00	\$3,500.00	\$4,000.00	\$2,000.00	\$3,100.00	\$4,100.00	\$3,200.00	\$3,950.00	\$4,450.00
A.7.	48.1" to 54"	\$8,050.00	\$8,565.00	\$9,055.00	\$1,275.00	\$3,699.00	\$4,299.00	\$4,000.00	\$4,000.00	\$4,500.00	\$2,275.00	\$4,000.00	\$4,300.00	\$3,450.00	\$4,450.00	\$4,850.00
Total for Tops		\$29,352.00			\$6,500.00			\$20,300.00			\$9,030.00			\$13,950.00		
Total for Trees		\$32,982.00			\$18,193.00			\$20,300.00			\$18,650.00			\$20,650.00		
Total for Tree/Stumps		\$36,585.00			\$21,478.00			\$23,700.00			\$22,250.00			\$23,550.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

A.8. Total Gross Sum of Bid (Tops + Trees + Trees/Stumps)	\$98,919.00	\$46,171.00	\$64,300.00	\$49,930.00	\$58,150.00
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Bid Item B: Tree and Stump Removal (Municipality to pick up and dispose of all stacked wood and debris)		TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump
Bid Item B	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
B.1.	Up to 18"	\$502.00	\$702.00	\$940.00	\$400.00	\$799.00	\$984.00	\$1,000.00	\$1,000.00	\$1,238.00	\$375.00	\$900.00	\$1,100.00	\$1,050.00	\$1,200.00	\$1,400.00
B.2.	18.1" to 24"	\$1,495.00	\$1,945.00	\$2,405.00	\$460.00	\$1,099.00	\$1,449.00	\$1,200.00	\$1,238.00	\$1,238.00	\$450.00	\$1,200.00	\$1,600.00	\$1,550.00	\$1,400.00	\$1,800.00
B.3.	24.1" to 30"	\$2,575.00	\$3,270.00	\$3,970.00	\$500.00	\$1,299.00	\$1,649.00	\$1,238.00	\$1,238.00	\$1,238.00	\$500.00	\$1,500.00	\$1,900.00	\$1,800.00	\$1,800.00	\$2,200.00
B.4.	30.1" to 36"	\$3,685.00	\$4,385.00	\$4,985.00	\$560.00	\$1,579.00	\$2,179.00	\$1,238.00	\$1,238.00	\$1,238.00	\$550.00	\$1,700.00	\$2,400.00	\$2,250.00	\$2,200.00	\$2,600.00
B.5.	36.1" to 42"	\$5,600.00	\$6,125.00	\$6,730.00	\$640.00	\$1,819.00	\$2,419.00	\$1,238.00	\$1,238.00	\$1,238.00	\$640.00	\$1,900.00	\$2,700.00	\$2,550.00	\$2,600.00	\$3,000.00
B.6.	42.1" to 48"	\$6,845.00	\$7,390.00	\$7,900.00	\$700.00	\$1,999.00	\$2,599.00	\$1,238.00	\$1,395.00	\$1,238.00	\$690.00	\$2,100.00	\$2,850.00	\$2,750.00	\$3,000.00	\$3,400.00
B.7.	48.1" to 54"	\$7,850.00	\$8,365.00	\$8,855.00	\$760.00	\$2,179.00	\$2,779.00	\$1,238.00	\$1,395.00	\$1,238.00	\$750.00	\$2,500.00	\$3,000.00	\$2,950.00	\$3,400.00	\$3,800.00
Total for Tops		\$28,552.00			\$4,020.00			\$8,390.00			\$3,955.00			\$14,900.00		
Total for Trees		\$32,182.00			\$10,773.00			\$8,742.00			\$11,800.00			\$15,600.00		
Total for Tree/Stumps		\$35,785.00			\$14,058.00			\$8,666.00			\$15,550.00			\$18,200.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

B.8. Total Gross Sum of Bid (Tops + Trees + Trees/Stumps)	\$96,519.00	\$28,851.00	\$25,798.00	\$31,305.00	\$48,700.00
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Bid Item C: Stump Removal (Contractor to remove and dispose of all wood and debris)		STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal		
Bid Item C	Tree Size (Diameter)	Unit Price			Unit Price			Unit Price			Unit Price			Unit Price		
C.1.	Up to 18"	\$595.00			\$185.00			\$800.00			\$300.00			\$200.00		
C.2.	18.1" TO 30"	\$990.00			\$350.00			\$1,400.00			\$500.00			\$350.00		
C.3.	30.1" TO 48"	\$1,495.00			\$600.00			\$2,500.00			\$700.00			\$650.00		
Total for Stumps		\$3,080.00			\$1,135.00			\$4,700.00			\$1,500.00			\$1,200.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

C.4 Total Gross Sum of Bid (Stumps)	\$3,080.00	\$1,135.00	\$4,700.00	\$1,500.00	\$1,200.00
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CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2590 Tree and Stump Removal (2024-2025)

Bid Opening: December 21, 2023

Bidder	*Adirondack Tree Surgeons Inc	**Angry Loraxe	***Jon Friedt	****Renko Tree Service	*****Tree Worx LLC
Addendum 1	Yes	YES	NO	No	No
Addendum 2	Yes	YES	NO	No	No
Surety	Check 015111764	Check 00-30525513	Check 0000725972	Check 100195849	Check 0519
Bid Item D: Tree and Stump Removal – Hourly Rates (Contractor to remove and dispose of all wood and debris)		Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)
Bid Item D	Work Type	Unit Price	Unit Price	Unit Price	Unit Price
D.1.	Emergency Work	\$6,450.00	\$1,000.00	\$10,000.00	\$975.00
D.2.	Non-Emergency Work	\$3,990.00	\$750.00	\$4,000.00	\$700.00
Total for Hourly Work		\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00
Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed area.					
D.3 Total Gross Sum of Bid (Hourly)		\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00
Grand Total of ALL ITEMS (A+B+C+D)		\$208,958.00	\$77,907.00	\$108,798.00	\$84,410.00
					\$109,850.00

*Missing answer on question 2 and 2A on the EEO
**Missing answer on question 2A on the EEO
***Missing a seal on the waiver and Date on Iranian Divestment and Notary on Sexual Harrasement
****Missing seal on waiver
*****Missing seal on waiver and email address on the form for submission of bid

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT																						
RFB-2594 Equipment Rental (2024-2025)																						
Bid Opening: December 21, 2023																						
Bidder		*Alta Equipment				**Cher Rental Inc				***HERC Rentals Inc				****Monroe Tractor Inc				*****Sunbelt Procurment				
Addendum #1		No				Yes				Yes				Yes				Yes				
Addendum #2		No				Yes				No				Yes				Yes				
Surety		No				Check 355396				Bid Bond				Bid Bond				Bid Bond				
Equipment Rental Rate <u>without Operator</u>																						
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	
A	Skid Steer	N/B	N/B	N/B	\$5,350.00	N/B	N/B	\$800.00	\$2,400.00	\$725.00	\$725.00	\$1,050.00	\$2,010.00	N/B	\$350.00	\$997.50	\$2,610.00	N/B	\$480.00	\$1,250.00	\$3,000.00	
B.3	4WD Wheel Loader (3.0 CY)	N/B	N/B	N/B	\$6,950.00	N/B	N/B	\$1,500.00	\$4,350.00	\$1,190.00	\$1,190.00	\$2,350.00	\$5,720.00	N/B	\$500.00	\$1,425.00	\$4,050.00	N/B	N/B	N/B	N/B	
B.4	4WD Wheel Loader (4.0 CY)	N/B	N/B	N/B	\$10,575.00	N/B	N/B	\$1,850.00	\$5,500.00	\$3,840.00	\$3,840.00	\$5,300.00	\$12,000.00	N/B	\$800.00	\$2,327.50	\$6,570.00	N/B	N/B	N/B	N/B	
C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,450.00	\$3,800.00	\$3,695.00	\$3,695.00	\$4,660.00	\$7,400.00	N/B	\$550.00	\$1,543.75	\$4,365.00	N/B	N/B	N/B	N/B	
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B	N/B	N/B	\$2,200.00	\$6,500.00	\$3,800.00	\$3,800.00	\$4,940.00	\$8,000.00	N/B	\$795.00	\$2,232.50	\$6,295.50	N/B	N/B	N/B	N/B	
D.G	Hydraulic Tracked Excavator-with claw type with thumb & 42" bucket	N/B	N/B	N/B	\$8,990.00	N/B	N/B	\$2,000.00	\$6,000.00	\$3,925.00	\$3,925.00	\$5,500.00	\$8,250.00	N/B	\$695.00	\$1,947.50	\$5,490.00	INCLUDES ONE BUCKET	\$685.00	\$2,400.00	\$7,185.00	
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	Included with D.G.	N/B	N/B	N/B	N/B	\$50.00	\$50.00	\$120.00	\$345.00	N/B	N/B	N/B	N/B	N/B	\$60.00	\$200.00	\$600.00	
D.I.	Hydraulic Hammer for use on 200 Series Excavator	N/B	N/B	Add to D.G.	\$5,500.00	N/B	N/B	\$2,175.00	\$6,500.00	\$1,385.00	\$1,385.00	\$2,850.00	\$6,050.00	N/B	\$700.00	\$1,995.00	\$5,670.00	N/B	N/B	N/B	N/B	
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	\$9,850.00	N/B	N/B	N/B	N/B	\$4,630.00	\$4,630.00	\$7,490.00	\$14,500.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	(84")	\$8,300.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$550.00	\$1,496.25	\$4,230.00	N/B	\$300.00	\$765.00	\$2,050.00	
F.TR	Vibratory Trench Roller	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$900.00	\$900.00	\$1,395.00	\$2,430.00	N/B	\$400.00	\$900.00	\$1,980.00	N/B	\$450.00	\$1,050.00	\$2,295.00	
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$500.00	\$1,500.00	\$850.00	\$850.00	\$1,510.00	\$2,250.00	N/B	N/B	N/B	N/B	45' STR MAN LIFT	\$350.00	\$950.00	\$1,850.00	
I.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,075.00	\$3,200.00	\$900.00	\$900.00	\$1,525.00	\$3,000.00	N/B	N/B	N/B	N/B	65' STR MAN LIFT	\$500.00	\$1,100.00	\$2,350.00	
J.70	Boom Lifts (70-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1,305.00	\$1,305.00	\$2,270.00	\$4,695.00	N/B	N/B	N/B	N/B	85' STR MAN LIFT	\$650.00	\$1,750.00	\$3,850.00	
K	Road Widener with 10ft spread	N/B	N/B	(8 FT)	\$13,000.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
L	Portable Crushing Plant	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$8,545.25	\$25,175.00	N/B	N/B	N/B	N/B	
Equipment Rental Rate <u>with Operator</u>																						
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	
A	Skid Steer (Case SV340)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
B.3	4WD Wheel Loader (3.0 CY)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
B.4	4WD Wheel Loader (4.5CY)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.G	Hydraulic Tracked Excavator-with claw type with thumb & 42" bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.I.	Hydraulic Hammer Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.TR	Vibratory Trench Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.275	Hydraulic Cranes (275-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.200	Hydraulic Cranes (200-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.165	Hydraulic Cranes (165-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.135	Hydraulic Cranes (135-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.115	Hydraulic Cranes (115-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.50	Hydraulic Cranes (50-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
	Additional Crane Rigger/Signal Person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
	Counterweight Truck	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
I.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
J.70	Boom Lifts (70-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
K	Road Widener with 10ft spread	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
L	Portable Crushing Plant	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
M	Mobile Telescopic Crane	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	

*Missing 2A on the EEO, Line F.HR NOTED THAT QUOTE IS FOR 84"

**Missing signature on the Iranian

***Missing Notary Signature on Sexual Harrasment and Seal on Waiver

****Sexual Harrasment Form Incomplete, Waiver missing seal, EEO 2A unanswered, missing the Iranian form

*****Added language on the waiver and the submission of bid

Bidders Jefferson Concrete Corporation	Bidders Zeiser Wilbert Vault Inc
Addendum(s) N/A	Addendum(s) N/A

FOUR SIDED BOX CULVERTS - (\$/LF) (INSIDE DIMENSIONS)													FOUR SIDED BOX CULVERTS - (\$/LF) (INSIDE DIMENSIONS)												
ITEM NO. CC706.B(X)* H E I G H T (ft)	WIDTH (ft)												ITEM NO. CC706.B(X)* H E I G H T (ft)	WIDTH (ft)											
	4	5	6	7	8	9	10	12	14	16	18	20		4	5	6	7	8	9	10	12	14	16	18	20
	\$1,338.00	\$1,374.00	\$1,399.00	\$1,428.00	\$1,507.00	\$1,540.00	\$1,769.00	\$1,881.00	\$2,162.00	\$2,296.00	\$2,585.00	\$3,018.00		\$1,042.00	\$1,082.00	\$1,194.00	\$1,242.00	\$1,326.00	\$1,432.00	\$1,589.00	\$1,742.00	\$1,934.00	\$2,078.00	\$2,404.00	\$2,719.00
	\$1,361.00	\$1,396.00	\$1,437.00	\$1,480.00	\$1,714.00	\$1,749.00	\$1,795.00	\$1,911.00	\$2,133.00	\$2,285.00	\$2,699.00	\$2,853.00		\$1,125.00	\$1,139.00	\$1,244.00	\$1,373.00	\$1,426.00	\$1,560.00	\$1,668.00	\$1,881.00	\$2,088.00	\$2,240.00	\$2,591.00	\$2,800.00
	\$1,374.00	\$1,436.00	\$1,464.00	\$1,513.00	\$1,757.00	\$1,784.00	\$1,819.00	\$2,047.00	\$2,187.00	\$2,635.00	\$2,881.00	\$3,038.00		\$1,215.00	\$1,241.00	\$1,296.00	\$1,434.00	\$1,512.00	\$1,648.00	\$1,768.00	\$1,956.00	\$2,152.00	\$2,352.00	\$2,770.00	\$2,871.00
	\$1,397.00	\$1,446.00	\$1,489.00	\$1,537.00	\$1,779.00	\$1,807.00	\$1,952.00	\$2,116.00	\$2,234.00	\$2,685.00	\$2,888.00	\$3,047.00		\$1,300.00	\$1,343.00	\$1,412.00	\$1,494.00	\$1,592.00	\$1,735.00	\$1,874.00	\$2,019.00	\$2,227.00	\$2,540.00	\$2,813.00	\$2,985.00
	\$1,432.00	\$1,672.00	\$1,691.00	\$1,740.00	\$1,808.00	\$1,830.00	\$1,975.00	\$2,195.00	\$2,320.00	\$2,743.00	\$2,883.00	\$3,064.00		\$1,391.00	\$1,492.00	\$1,514.00	\$1,554.00	\$1,699.00	\$1,817.00	\$1,908.00	\$2,099.00	\$2,294.00	\$2,616.00	\$2,876.00	\$3,056.00
(ft)	\$1,457.00	\$1,671.00	\$1,715.00	\$1,764.00	\$1,836.00	\$1,858.00	\$1,996.00	\$2,388.00	\$2,341.00	\$2,745.00	\$2,905.00	\$3,305.00	(ft)	\$1,447.00	\$1,553.00	\$1,650.00	\$1,678.00	\$1,800.00	\$1,844.00	\$1,970.00	\$2,253.00	\$2,334.00	\$2,720.00	\$2,900.00	\$3,214.00
	\$1,673.00	\$1,707.00	\$1,737.00	\$1,898.00	\$1,977.00	\$1,985.00	\$2,210.00	\$2,388.00	\$2,522.00	\$2,922.00	\$3,111.00	\$3,588.00		\$1,527.00	\$1,646.00	\$1,728.00	\$1,803.00	\$1,877.00	\$1,952.00	\$2,019.00	\$2,300.00	\$2,406.00	\$2,834.00	\$3,067.00	\$3,392.00

PRECAST CONCRETE (HEAD, TOE & WING) WALL UNITS					PRECAST CONCRETE (HEAD, TOE & WING) WALL UNITS				
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	NOTES	ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	NOTES
CC706.TW	TOE WALL	LF	\$1,057.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS	CC706.TW	TOE WALL	LF	\$875.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS
CC706.HW	HEAD WALL	LF	\$1,098.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS	CC706.HW	HEAD WALL	LF	\$875.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS
CC706.WW	WING WALL	SF	\$116.00		CC706.WW	WING WALL	SF	\$102.00	

Binghamton Precast and Supply - regret letter

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2587 Geosynthetics (2024-2025)

Bid Opening: December 12, 2023

Sole Bidder

Chemung Supply Corp

GEOTEXTILES FABRICS

All bid prices are on a "per square yard" basis.

Tencate Mirafi ID#	Bidders Product Name	Product ID#	Available Width (ft)	Available Length (ft)	Area per Roll (sq yd)	Weight per Roll (lb)	Bid Price per sq. yd. Delivered	Bid Price per sq. yd. No Delivery
100X (W)	Hanes	sf-d	3	1,500	500	125	\$0.68	\$340.00
500X (W)	Hanes	65	12ft 6in and 17 ft 6in	432 and 309	600 and 600	210 and 210	.45 and .45	270.00 and 270.00
700X (W)	NB	NB	NB	NB	NB	NB	NB	NB
135N (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140NC (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140N (NW)	Hanes	NO4	12ft 6in	360	500	150	\$0.72	\$360.00
160N (NW)	Hanes	NO6	12ft 6in	360	500	231	\$0.99	\$495.00
170 (NW)	NB							

NOTE: W = Woven NW = Non Woven

GEOTEXTILE

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
WINFAB 800N or equal	12ft 6in	360	500	\$1.40	\$700.00
ADS 0601TS (NW) or equal	12ft 6in	360	500	\$1.15	\$575.00
ADS 0801TS (NW) or equal	12ft 6in	360	500	\$1.45	\$725.00
ADS 570HPTS (W) or equal	15	300	500	\$3.35	\$1,675.00

GEOMEMBRANE

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
POLYGUARD NW-75 or equal	50	3	16.67	\$10.25	\$170.86

GEO CELLS

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
EnviroGrid EGA-20 (6"H) or equal	21ft 4in	8ft 4in	20	\$12.75	\$255.00
EnviroGrid EGA-30 (6"H) or equal	27ft 4in	8ft 4in	25.55	\$10.95	\$279.77
EnviroGrid EGA-40 (6"H) or equal	45ft	8ft 4in	42	\$15.95	\$669.90

GEO-GRID (BIAXIAL)

All bid prices are on a "per square yard" basis.

Tencate ID#	Product Name	Available Width (ft)	Available Length (ft)	Bid Price Per Sq Yd Delivered	Bid Price Per Sq Yd NO delivery
BXG10	NB	NB	NB	NB	NB
BXG11	TerraGrid B100	12	150	\$2.40	\$2.40
BXG12	TerraGrid B120	12	150	\$3.75	\$3.75
BXG110	TerraGrid RX1100	12ft 6in	328	\$1.30	\$1.30
BXG120	TerraGrid RX1200	12ft 6in	246	\$1.88	\$1.88

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2589 Galvanized Railings (2024-2025)

Opened: December 12, 2023

Bidders			Chemung Supply Corp
Surety			Bid Bond
1. Galvanized Corrugated W-Beam Guide Rail & Appurtenances			
Bid Item	Description	UOM	Amount
1A	Corrugated W-Beam Guide Rail (12ga)	LF	\$12.94
1B	Flared type End Wings (12ga)	EA	\$59.60
1C	Wrap-Around type End Wings (12ga)	EA	\$79.45
1RC50	ADD \$/LF for Rail Curving (50-150 ft. Radius)	LF	\$1.80
1RC40	ADD \$/LF for Rail Curving (40-49 ft. Radius)	LF	\$1.80
1RC30	ADD \$/LF for Rail Curving (30-39 ft. Radius)	LF	\$1.80
1RC20	ADD \$/LF for Rail Curving (20-29 ft. Radius)	LF	\$2.10
1RC519	ADD \$/LF for Rail Curving (5-19 ft. Radius)	LF	\$2.10
2. Concrete Anchors for Corrugated Guide Rail (each anchor to include all connection hardware)			
2A	W6x 8.5# x 14" long w/ soil plate with galvanized block-out and connector hardware (nuts, bolts, and washers)	EA	\$144.20
2B	Bid Price per set of three (3) triangular Galvanized block-outs Type A,B,&C	EA	\$171.25
2C	Galvanized Terminal End Sections 12'-6" Guard Rail w/ extra holes on one end	EA	\$247.64
2C1	Straight	EA	\$198.14
2C2	Double Twist	EA	\$247.74
3. Galvanized Box Beam Guide Rail and Appurtenances (Unit bid price to include splice hardware)			
3A12	6" x 6" Rail x 12-feet in length	EA	\$443.00
3A18	6" x 6" Rail x 18-feet in length	EA	\$618.75
3A24	6" x 6" Rail x 24-feet in length	EA	\$808.75
3B1	6" x 6" Curved Rail (20-200 feet)	LF	\$45.00
3B2	6" x 6" Curved Rail (205 feet)	LF	\$34.00
3C1	6" x 6" Box Beam End Section (Type I)	EA	\$494.00
3C2	6" x 6" Box Beam End Section (Type II)	EA	\$549.00
3C3	6" x 6" Box Beam End Section (Type III)	EA	\$5,984.00

Bid Item	Description	UOM	Amount
4. Galvanized I-Beam Guide Rail Posts (Each Post to include all hardware for erecting guide rail)			
4A	3" I x 5.7# x 5'-3"long (box beam) w/ soil plate, support angles	EA	\$99.60
4B	3" I x 5.7# x 5'-3"long (corrugated rail) w/ soil plate, support angles	EA	\$89.20
4C	W6 x 8.5# x 5'-6"long; w/ soil plate	EA	\$121.14
4D	W6 x 8.5# x 5'-6"long; w/o soil plate	EA	\$83.64
4E	W6 X 8.5# x 7'-0" long; with soil plate	EA	\$119.20
5. Bridge and Culvert Rail and Appurtenances (includes all hardware for erecting rail)			
5A	Galvanized 6" x 6" Box Beam Rail	LF	\$1,094.60
5B	Galvanized Bridge Rail Post w/anchor plate, anchor bolts and hardware w/ shelf angles and hardware	EA	\$618.10
6. Installation of Railing Posts and Appurtenances (Includes required Labor and Equipment)			
Labor: Unit bid prices for providing a minimum of one(1) foreman and one (1) helper Equipment: Unit and equipment to drive a minimum of 150 posts per day			
6A	Driving Posts-Including Layout	HR	\$299.60
6B	Driving Posts-Not Including Layout	HR	\$299.60

County shall provide a minimum of two (2) men and one (1) truck to assist with the operation

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPAR
RFB-2584 Sidewalks and Curbs - (2024-2025)

Bid Opening: December 07, 2023

Bidder			Bothar Construction LLC	Nelson & Streeter Construction Co Inc
Surety			500	check 500
Specifications Section B1: Site Preparation and Restoration				
Item	Description	Unit	Unit Price	Unit Price
C201.X	Unclassified Excavation > 6-inch deep (paid for approved undercuts)	CY	\$155.90	\$100.00
C201.XX	Additional Sub-base > 6-inch deep	CY	\$125.00	\$50.00
C201.T18	Tree Removal Size < 18.0" diameter	Each	\$675.00	\$500.00
C201.T24	Tree Removal Size = 18.0" - 24"	Each	\$800.00	\$600.00
C201.T30	Tree Removal Size = 24.1" - 30"	Each	\$900.00	\$900.00
C201.T36	Tree Removal Size = 30.1" - 36"	Each	\$900.00	\$1,200.00
C201.T42	Tree Removal Size = 36.1" - 42"	Each	\$1,675.00	\$1,600.00
C201.T48	Tree Removal Size = 42.1" - 48"	Each	\$1,700.00	\$1,800.00
C201.S18	Remove Stump Size < 18.0"diameter	Each	\$500.00	\$500.00
C201.S24	Remove Stump Size = 18.0" - 24"	Each	\$700.00	\$500.00
C201.S30	Remove Stump Size = 24.1" - 30"	Each	\$900.00	\$500.00
C201.S36	Remove Stump Size = 30.1" - 36"	Each	\$1,200.00	\$500.00
C201.S42	Remove Stump Size = 36.1" - 42"	Each	\$1,700.00	\$500.00
C402.HMA	Additional HMA Pavement (Does not include Restoration costs)	SF	\$26.50	\$15.00
C608.FW	Concrete Flatwork	CY	\$4,395.00	\$3,000.00
C610.TE	Topsoil and Turf Establishment	SY	\$50.12	\$20.00
Sum Section B1 - Unit Prices			\$16,402.52	\$12,285.00
List of Tree and Stump Removal Equipment is Enclosed:			Yes	No
OR				
Name of Tree and Stump Removal Contractor:			Bothar Construction LLC	Renko Tree Services
Company Address:			170 East Service Road Binghamton, NY 1301	94 Industrial Park Blvd Elmira, NY 14905
Contact Person:			Jason O'Brien	Steve Renko
Phone:			607-723-5012	607-737-0273
Fax:			607-723-4982	
Email:			jason@botharconst.com	treeman88@aol.com
Section B2: Concrete Sidewalk and Ramps				
Item	Description	Unit	Unit Price	Unit Price
C601.BSC	Brick Stamped and Colored Concrete	CY	\$5,630.00	\$2,500.00
C608.01	ADA Compliant Concrete Sidewalk and Ramps	CY	\$2,975.00	\$2,600.00
C608.01C	ADA Compliant Concrete Sidewalk and Ramp and Integral Curb	CY	\$3,315.00	\$2,800.00
C608.2	Surface Applied Detectable Warning Units	SF	\$90.00	\$20.00
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$184.00	\$40.00
C608.2	Stamped Concrete Detectable Warning Units	SF	\$295.00	\$10.00
Sum Section B2 - Unit Prices			\$12,489.00	\$7,970.00
Section B3: Curb and Gutter				
Item	Description	Unit	Unit Price	Unit Price
C609.04VF	Concrete Curb - Type VF150 < 300LF	LF	\$190.50	\$60.00
C609.04VF	Concrete Curb - Type VF150 300 - 1,000LF	LF	\$180.00	\$60.00
C609.04VF	Concrete Curb - Type VF150 >1,000LF	LF	\$175.00	\$50.00
C609.04S5	5" Shallow Depth Concrete Curbs < 300LF	LF	\$195.00	\$20.00
C609.04S5	5" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00
C609.04S5	5" Shallow Depth Concrete Curbs > 1,000LF	LF	\$145.00	\$20.00

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPAR
RFB-2584 Sidewalks and Curbs - (2024-2025)

Bid Opening: December 07, 2023

Bidder			Bothar Construction LLC	Nelson & Streeter Construction Co Inc
Surety			500	check 500
C609.04S8	8" Shallow Depth Concrete Curbs < 300LF	LF	\$160.00	\$20.00
C609.04S8	8" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00
C609.04S8	8" Shallow Depth Concrete Curbs > 1,000LF	LF	\$155.00	\$20.00
C609.02	Granite Curb - Type C (Linear)	LF	\$255.00	\$60.00
C609.02R	Granite Curb - Type C (Radius)	LF	\$350.00	\$80.00
C609.15	Reset Granite Curb (Linear)	LF	\$180.00	\$40.00
JECT	Reset Granite Curb (Radius)	LF	\$200.00	\$50.00
Sum Section B3 - Unit Prices			\$2,495.50	\$520.00

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2582 Highway Ditching (2024-2025)

Bid Opening: December 07, 2023

Sole Bidder			Wenzel Landscaping
Surety			\$500
Item	Description	Unit	
C203.01	Grading, Cleaning and Reshaping Ditches	LF	\$60.00
Ancillary Work			
AW-L	Laborer	Day	\$875.00
AW-E	Equipment with Operator	Day	\$2,160.00
AW-T	Truck with Driver	Day	\$1,100.00
AW-M	Materials (by order on contract)	NEG LS	N/A
AW-FCP	Field Change Payment (FCP)	NEG LS	N/A
Sum of Figures			\$4,195.00

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT						
RFB-2566 OEM Repair Parts						
Bid Opening: October 31, 2023						
BIDDERS	Beam Mack Sales and Service			WILBRI INC		
Brand/ Manufacturer	MSRP List Identifying Number or Name	Percentage Discount from MSRP List in figures	RESTOCKING FEE	MSRP List Identifying Number or Name	Percentage Discount from MSRP List in figures	RESTOCKING FEE
1. Allison Transmission	NO BID	NO BID	NO BID	MSRP-LIST PRICE	5.00%	25%
2. Bobcat	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3. Case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4. Caterpillar	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5. Crash Trucks	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
6. Cummins	NO BID	NO BID	NO BID	MSRP-WHOLE SALE PRICE	2.00%	25%
7. Detroit Diesel	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
8. E-One	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
9. Ferris	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
10. Ford	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
11. Freightliner/Sterling/Western Star	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12. John Deere	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
13. John Deere Agriculture	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14. Johston	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
15. Kabota	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16. KME	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
17. Lee Boy	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
18. Lindsey Lawn & Garden	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
19. Mack Truck	MSRP 1-1-2021	30.00%	15%	NO BID	NO BID	NO BID
20. MB Truck	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
21. Morbark	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
22. Navistar International	NO BID	NO BID	NO BID	MAJOR FLEET	2%	25%
23. New Holland	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
24. Oshkosh	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
25. Steiner	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
26. Sweepster	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
27. Toro	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
28. Tiger Products	NO BID	NO BID	NO BID	LIST	2.00%	25%
29. Trane	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
30. Vac All	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
31. Viking Cives	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
32. Vaccon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
33. Volvo Construction	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
34. Volvo Truck	MSRP 1-1-2024	30.00%	15%	NO BID	NO BID	NO BID
35. Wausau-Everest	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

2024 Materials and Services Bids - Results and Recommendations (Submittal 3)

Updated: 1/29/2024

NEW BIDS			SOLE	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2024 or HISTORICAL OR ANNUAL EXPENSES
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	
2600	Crack Sealing	1/18/2024		Suit-Kote	Vestal Asphalt	-	Bothar Construction	-	-	\$ 90,000.00
2602	Cold Milling	1/18/2024		Bothar Construction	Suit-Kote	-	Broome Bituminous	Dalrymple	-	\$ 65,000.00
2617	Iron Castings	1/23/2024	<input checked="" type="checkbox"/>	EJ USA	-	-	-	-	-	\$ 50,000.00 * Used by City and Sewer District
2618	Cold Mix Pavements	1/25/2024		Suit-Kote	Vestal Asphalt	-	-	-	-	\$ 200,000.00
2619	Polypropylene Manhole Covers	1/23/2024		Blair Supply Corp.	Ferguson Waterworks	-	Glenco Supply Inc	Technology International Inc	-	\$ 1,500.00 * Used by Towns more than Couni
2620	Hot Mix Asphalt (FOB)	1/25/2024		Elmira Road Materials	Dalrymple Gravel and Contr	AL Blades*	-	-	-	\$ 140,000.00
DPW New Bids Total:										\$ 546,500.00

NOTE: More Materials and Services Bids will be opened and sent to Executive and Legislature in future.

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2600 Crack Sealing (2024-2025)

Bid Opening: January 18, 2024

Bidders	Suit-Kote	Bothar Construction	Vestal Asphalt
Bid Bond \$500	Yes	Yes	Yes
Addendum	Yes	Yes	Yes
Liquid Bituminous Materials			
ASTM D6690 TYPE 2-PLASTIC JOINT (GALLON)	17.25	23.69	18.35
PG 64S-22 + FIBER (GALLON)	15.25	21.59	15.25
ADDITIONAL FLAGMAN (DAY)	950.00	1,038.38	1,050.00
Owner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and dimensions, or add projects. No minimum orders			

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**RFB-2617 Iron Castings (2024-2025)**

Bid Opening: January 23, 2024

Sole Bidder		EJ USA Inc
Bid Items:	Description	Bid Price (FOB Vendors Yard)
CC715.1 Model 1205	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.2 Model 1037	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.3 Model 3024	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.4 Model 1040	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC726.01xx	Surface Applied Detectable Warning Units	NB
CC726.02xx	Embedded Detectable Warning Units	25. sqft

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2618 Cold Mix Pavement (2024-2025)

Bid Opening: January 25, 2024

Bidders	Vestal Asphalt	Suit Kote
Bid Bond	\$500	\$500

Unit Price Bid to Provide cold mix bituminous pavement course (Central Pug Mill Plant)

Item:	Description	UNIT	FIGURES	FIGURES
C405.3.1.BC	Binder Course	TON	\$110.00	\$76.25
C405.3.2.IC	Intermediate Course	TON	\$112.00	\$78.25
C405.3.3.TC	Top Course	TON	\$115.00	\$80.25
C405.TRK	Vendor Trucking (Pug Mill to Paver)	TON	\$10.00	\$8.85

ner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and dimensions, or add proje

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2619 Polypropylene Manhole Covers

Opened: January 23.2024

Bidders			Blair Supply Corp *	Ferguson Waterworks	Glenco Supply Inc	Technology International Inc**
CC100.PMR - Polypropylene Manhole Covers						
Item No.	Description	Unit				
CC100.PMR0010	1-in Riser	EA	107.14	108.55	149.75	130.00
CC100.PMR0015	1.5-in Riser	EA	113.09	108.55	149.75	140.00
CC100.PMR0020	2-in Riser	EA	113.09	114.25	149.75	145.00

*missing seal on Waiver of Immunity

** no seal on waiver of immunity and needs signature on Sexual harassment form

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2620 Hot Mix Asphalt (FOB) (2024 -2025)

Bid Opening: January 25, 2024

Bidders			Dalrymple Gravel and Contracting Co	AL Blades	Elmira Road Materials
Item	Description	Unit			
C402.11_FOB	HMA-Type 1 - Base	TON	74.15	\$73.00	\$71.00
C402.13_FOB	HMA-Type 3 - Binder	TON	75.00	\$74.00	\$72.25
C402.15_FOB	HMA-Type 5 - Shim	TON	91.00	\$87.00	\$100.00
C402.17_FOB	HMA-Type 6F - Top	TON	80.30	\$80.00	\$78.50
C402.19_FOB	HMA-Type 7F - Top	TON	84.60	\$84.00	\$82.00
C402.21_FOB	HMA-Truing & Leveling	TON	NB	\$87.00	\$82.00
Additional per TON for Vendor Hauling			NB	\$20.00	\$15.75

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2602 Cold Milling (2024-2025)

Bid Opening: January 18, 2024

Bidders	Suit-Kote	Bothar Construction	Dalrymple Gravel and Contracting	Broome Bituminous Products Inc
Surety	500	500	500	500
Addendum	Yes	Yes	Yes	Yes

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	SY	DAY
Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	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	NB	NB	\$1.65	\$9,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$1.75	\$9,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$1.85	\$9,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$2.00	\$9,300.00	NB	NB	NB	NB

Hauled and stockpiled by the Owner.

Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	\$3.00	\$12,000.00
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	\$4.00	\$12,000.00
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	\$5.00	\$13,000.00
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	NB	NB	\$5.00	\$14,000.00

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	\$4.00	\$4.85	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	SY	DAY
Under 2-in	NB	NB	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	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	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB

Hauled and Sstockpiled by the Owner

Under 2-in	\$1.00	\$6,000.00	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	\$1.31	\$6,000.00	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	\$1.63	\$6,000.00	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	NB	\$4.85	NB
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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	SY	DAY
Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$1.50	\$5,900.00	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	NB	NB	\$2.50	\$9,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$2.50	\$9,900.00	NB	NB	NB	NB

Hauled and stockpiled by the Owner.

Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	\$4.00	\$4.85	NB
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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works

Resolution #: 24-106
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

This agenda item seeks Executive approval and Legislative authorization to renew the NYSOGS Contract for Culvert and Underdrain Pipe + Tubing until 3/31/2025.

The approved local vendor for the contract is Chemung Supply. Please see attachment which includes 2023 resolution and piggyback checklist.

Feel free to reach out with any questions.

Thanks,
Andy Avery

NYSOGS Contract PC69053 Group 3770 Award 21387 Culvert and Underdrain Pipe + Tubing for the DPW (PGB-2511)

ATTACHMENTS:

File Name	Description	Type	Upload Date
PGB-2511 Drainage Pipe - 2023 Resolution and Piggyback Check List.pdf	PGB-2511 Drainage Pipe	Cover Memo	2/21/2024

file

RESOLUTION NO. 23-273

**RESOLUTION AUTHORIZING PURCHASE AGREEMENT WITH CHEMUNG SUPPLY
ON BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS**

By: Strange

Seconded by: Smith

WHEREAS, the Commissioner of the Chemung County Department of Public Works has requested authorization to enter into a Purchase Agreement with Chemung Supply utilizing New York State Office of General Services ("NYSOGS") Contract PC69053, Group 3770, Award 23187, PGB-2511 – culvert & under-drain pipe and tubing, for Advanced Drainage Systems for highway and bridge projects during 2023 at a cost not to exceed \$110,000 (eligible for CHIPS reimbursement); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the purchase of Advanced Drainage Systems for highway and bridge projects during 2023 pursuant to NYSOGS Contract PC69053, Group 3770, Award 23187, PGB-2511; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into Purchase Agreement with Chemung Supply for the Advanced Drainage System at a cost not to exceed \$110,000 (eligible for CHIPS reimbursement) pursuant to NYSOGS Contract PC69053, Group 3770, Award 23187, PGB-2511 as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with Chemung Supply is 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: Morse, Saglibene, Brennan, Donovan, Palmer, Pickering, Burin Chalk, Stermer, McCarthy, Smith, Strange, Margeson (Chairman) (14); Opposed: None (0); Excused: Sweet (1)

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 10th day of April 2023, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 11th day of April 2023.

_____*Cynthia G. Kalweit*_____
Cynthia G. Kalweit, Clerk
Chemung County Legislature

RESOLUTION NO. 23-273

BACKGROUND INFORMATION

Requested by: Commissioner of Public Works

Purpose: to authorize Purchase Agreement

Authority: Section 203 of Chemung County Charter

Funds involved: \$110,000

Aid: Eligible for CHIPS reimbursement

Approved by: Highway Committee, March 27, 2023

CHEMUNG COUNTY - CITY OF ELMIRA PURCHASING DEPARTMENT
PIGGYBACK CHECKLIST

ISSUING COUNTY: NYS OGS
BID NUMBER & TITLE: 37720 / 23187 Culvert + Under Drain Pipe + Tubing
VENDOR NAME: Advanced Drainage Systems w/ Arches, Bunds + Accessories
COUNTY BID#: PGB- 2511
REQUESTING DEPT.: Public Works

EXPLANATION

- RESOLUTION This is an OGS contract
- BID DOCUMENT Received
- BID TAB Pricing under PC 69053
- SOLICITATION New York State bids + new york bids. 45
- PIGGYBACK LANGUAGE Yes
- METHOD OF AWARD Lowest Price
- SIGNED FORMS NA
- CONTRACT TERM 4/1/2020 - 3/31/2025
- IS THIS BEST VALUE NA
- LOCAL VENDOR AVAILABLE Chemung Supply is Local + Authorized Reseller

Jackie Crowley
Signature

Jackie Crowley
Buyer Name

Tricia Wise
Signature

Tricia Wise
Director of Purchasing Name



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming appointment of the Clerk of the Legislature

Resolution #: 24-107
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name	Description	Type	Upload Date
Letter of appointment.pdf	Letter of appointment	Backup Material	2/29/2024



Office of the Chairman of the Legislature
Mark Margeson

County of Chemung
203 Lake Street
P.O. Box 588
Elmira, New York 14902-0588
607.737.2850
607.737.2851 (fax)
mmargeson@chemungcountyny.gov
www.chemungcountyny.gov

February 21, 2024

Chemung County Legislature
203 Lake Street
Elmira, NY 14902-0588

Ladies & Gentleman:

Pursuant to Section 213 of the Chemung County Charter please be advised that by the authority vested in me, I have this day appointed Megan E. Hill of 256 Fayette Street, Elmira, New York, as the Clerk of the Chemung County Legislature.

Ms. Hill will serve at the pleasure of the Chemung County Legislature and its Chairman, with an effective date of February 21, 2024, terminating December 31, 2026.

Very truly yours,

Mark Margeson, Chairman
Chemung County Legislature



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating part-time Account Clerk position on behalf of the Chemung County District Attorney's Office

Resolution #: 24-108
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Chemung County District Attorney's Office is requesting authorization to hire (1) P/T financial person (not to exceed \$35,000 per year) to assist with the following duties and responsibilities. Position would be 100% reimbursed by Aid to Prosecution Grant (NYS DCJS

Here is a list of the responsibilities we are anticipating an account clerk position person to accomplish:

1. Payroll;
 2. Accounts Payable;
 3. Accounts Receivable (restitution, grant monies and 606b's to name a few);
 4. Asset Forfeiture;
 5. Budget (purchasing items included in the budget and tracking our monies used in individual categories);
 6. Completing grant applications and other accounting needs for same.
-

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending the Staffing Plan for the Chemung County Nursing Facility

Resolution #: 24-109
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Administrator of the Nursing Facility requests to amend the staffing plan by creating one (1) Head Nurse position for 2024 as is included in the 2024 roster, to oversee the 6th floor.

The Administrator of the Nursing Facility requests to amend the staffing plan by creating seven (7) CNA position for 2024 as is included in the 2024 roster, to accommodate the reopening of the 6th floor.

The Administrator of the Nursing Facility requests to amend the staffing plan by creating one (1) Coordinator of Training and Development position for 2024. This will be an 18-month, NYS Department of Health Workforce Development grant funded position- Single Rate GR 8, Salary Range \$65,392-\$77,000, Budget account #50-6017-6017-6018, Funds available-Yes, NYS DOH Workforce Development Grant

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel Req DEC2023 HEADNURSE.xlsx	Personnel Requisition	Cover Memo	1/28/2024
Personnel Req JAN2024 7CNAs (1).pdf	Personnel Requisition	Cover Memo	2/29/2024

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE: 12/1/2019

1. Position Title: Head Nurse FT x PT Prior Resolution none
 Action Requested: Creation X Re-Creation Other
 Salary/Grade: NYSNA GR 2 Wage Range \$33.14-\$44.50 Civil Service Approval: Y
 Budget Account: 50-6017-6017-6020 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
 Attachments: Y N

2. Position Title: _____ FT _____ PT _____ Prior Resolution _____

Action Requested: Creation _____ Re-Creation _____ Other _____

Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____

Budget Account: _____ Funds Available: Y _____ N _____

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____

Vacancy Due To: Resignation x Retirement _____ Promotion _____ Other _____

Attachments: Y _____ N _____

3 Position Title: _____ FT _____ PT _____ Prior Resolution _____

Action Requested: Creation _____ Re-Creation _____ Other _____

Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____

Budget Account: _____ Funds Available: Y _____ N _____

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____

Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____

Attachments: Y _____ N _____

5/23

N X

N _____

N _____

N _____

N _____

N _____

of 1

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: _____ Nursing Facility _____ DATE: _____

1. Position Title: _____ FT ☒ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

2. Position Title: _____ FT ☒ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

3. Position Title: _____ FT _____ PT _____ Prior Resolution _____
Action Requested: Creation _____ Re-Creation _____ Other _____
Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
Budget Account: _____ Funds Available: Y ☐ N ☐
Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
Attachments: Y ☐ N ☐

____N____

____N____

____N____

____N____

____N____

____N____

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE: 1/31

1. Position Title: (7) CNAS FT x PT Prior Resolution none
 Action Requested: Creation X Re-Creation Other
 Salary/Grade: CSEA A1/A1 GR 2A/5 Wage Range \$17.87-\$25.84 Civil Service Approval: Y
 Budget Account: 50-6017-6017-6020 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
 Attachments: Y N

2. Position Title: _____ FT _____ PT _____ Prior Resolution _____

Action Requested: Creation _____ Re-Creation _____ Other _____

Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____

Budget Account: _____ Funds Available: Y _____ N _____

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____

Vacancy Due To: Resignation x Retirement _____ Promotion _____ Other _____

Attachments: Y _____ N _____

3 Position Title: _____ FT _____ PT _____ Prior Resolution _____

Action Requested: Creation _____ Re-Creation _____ Other _____

Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y _____

Budget Account: _____ Funds Available: Y _____ N _____

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y _____

Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____

Attachments: Y _____ N _____

/24

N X

N _____

N _____

N _____

N _____

N _____

of 1

ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE:

1. Position Title: _____ FT X PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
 Budget Account: _____ Funds Available: Y _____ N _____
 Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
 Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
 Attachments: Y _____ N _____

2. Position Title: _____ FT X PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
 Budget Account: _____ Funds Available: Y _____ N _____
 Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
 Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
 Attachments: Y _____ N _____

3. Position Title: _____ FT _____ PT _____ Prior Resolution _____
 Action Requested: Creation _____ Re-Creation _____ Other _____
 Salary/Grade: _____ Wage Range _____ Civil Service Approval: Y
 Budget Account: _____ Funds Available: Y _____ N _____
 Reimbursement: Federal _____ % State _____ % Local _____ % Salary/Fringes Covered: Y
 Vacancy Due To: Resignation _____ Retirement _____ Promotion _____ Other _____
 Attachments: Y _____ N _____

____N____

____N____

____N____

____N____

____N____

____N____



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Transportation Planner position on behalf of the Chemung County Planning Department and the Elmira Chemung Transportation Council

Resolution #: 24-110
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Planning Commissioner and ECTC Director requests the 'Transit Specialist' position be abolished and a 'Transportation Planner' position be created.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution creating Working Foreperson position on behalf of the Chemung County Department of Public Works

Resolution #: 24-111
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

This submission requests the replacement of the recently retired Highway Supervisor (MM) position with a Working Foreperson position. The position has been reclassified by Civil Service - see attached.

Some savings will be realized by the reclassification. Highway Supervisor was approximately \$97,000 annually (no overtime), while this position will be a maximum of \$77,420 annually, plus overtime.

This item was previously submitted in the old system as PreRoute-0409, but was not on the January agenda, so I am submitting in the new system. Note the position was reclassified at the December 2023 Civil Service meeting. (See attached e-mail from Civil Service.) Please contact me with any questions.

Thank you.

Regards,
Andy Avery

ATTACHMENTS:

File Name	Description	Type	Upload Date
Classification of Working Foreperson by Civil Service 12-2023 .pdf	Classification of Working Foreperson By Civil Service	Cover Memo	2/21/2024

Avery, Andrew

From: Flynn, Jamie
Sent: Wednesday, December 6, 2023 12:55 PM
To: Avery, Andrew
Subject: Commission Resolution

The Civil Service Commission approved the following resolution at the 12/05/2023 commission meeting:

1. A resolution to classify a new position in the Department of Public Works as Working Foreperson was approved.

Let me know if you have any questions.

Thanks,
Jamie Flynn



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution calling for a public hearing relative to the 2023 Annual Open Enrollment for inclusion of real property in existing Chemung County Agricultural District

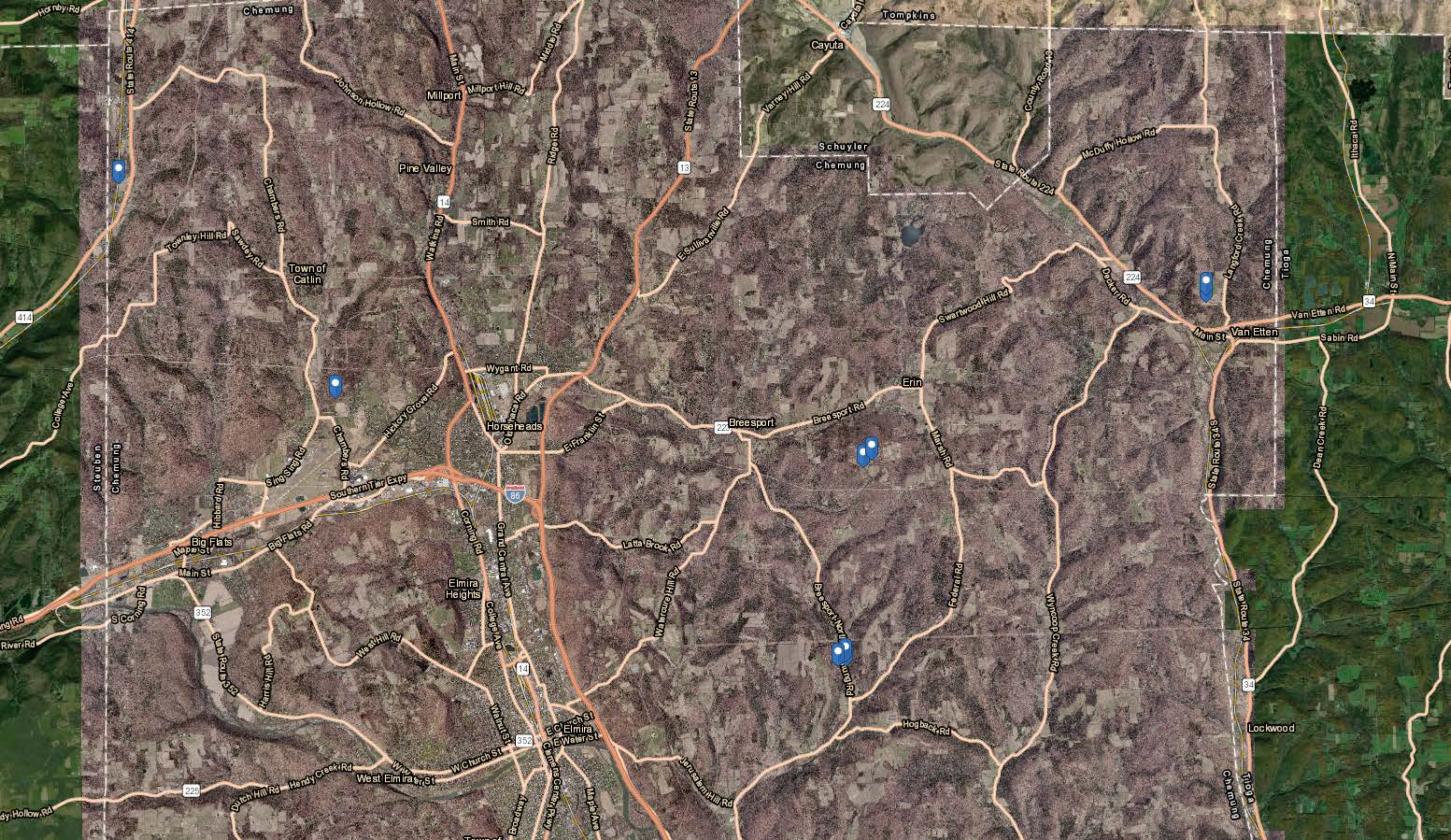
Resolution #: 24-112
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

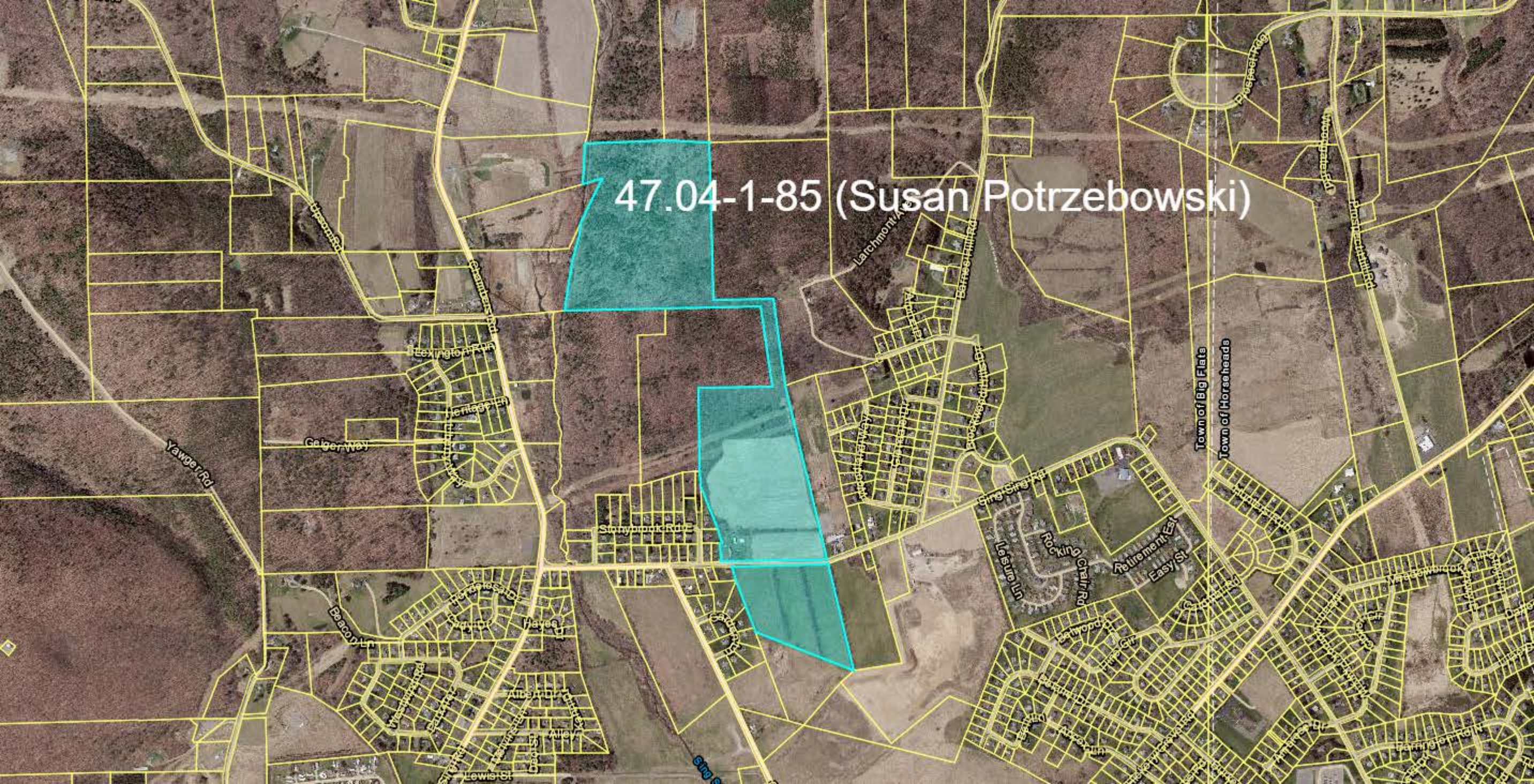
Under New York State's Agriculture and Markets Law (AML), Section 303-b, land owners may request inclusion of predominantly viable agricultural land in an existing certified Agricultural District. Chemung County has accumulated a backlog of applications for property inclusion from 2019 – 2023 consisting of 9 parcels. These applications were all reviewed for consistency with the State statute and was recommended for approval by the Chemung County Agricultural and Farmland Protection Board. This request calls for a Legislative public hearing to obtain comment before final action by the full Legislative body.
Public Hearing to be held April 1st at 6:55pm

ATTACHMENTS:

File Name	Description	Type	Upload Date
Ag_Parcel_Maps.pdf	Ag Parcel Maps	Cover Memo	2/21/2024
Ag_Inclusion_Short_EAF_Part1.pdf	Ag Inclusion Short EAF Part 1	Cover Memo	2/21/2024
Ag_Inclusion_Letter_to_Legislature.pdf	Ag Inclusion Ltr to Legislature	Cover Memo	2/21/2024



47.04-1-85 (Susan Potrzebowski)



82.00-1-45.2 (Sherrill Collins)

Breepport-North
Channing Rd

Breep

16.00-1-73 (Demytrk and Rivera)



Langdon Hill Rd

62.00-1-4.26 (Mark Fossaceca)

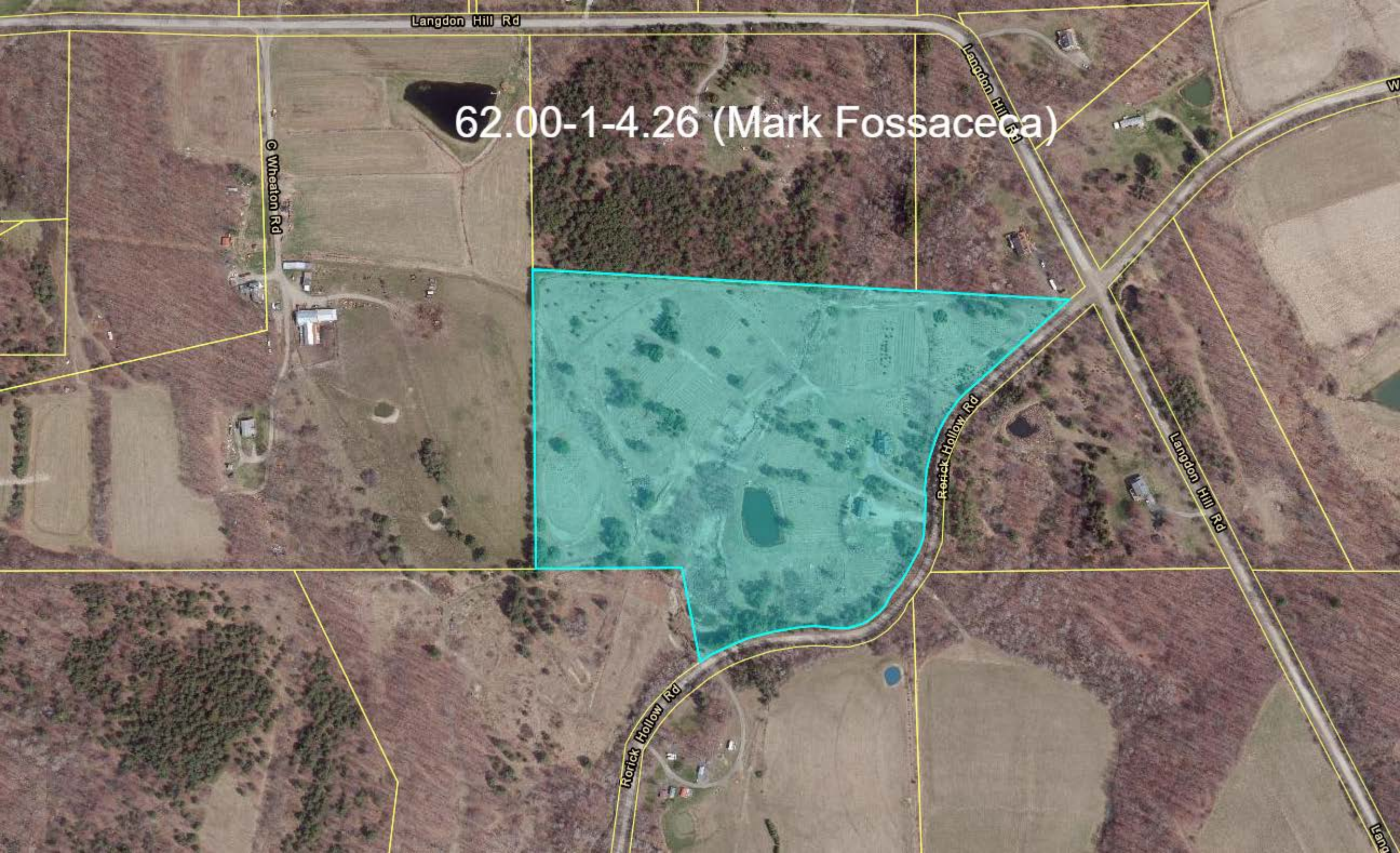
© Wheaton Rd

Langdon Hill Rd

Rorick Hollow Rd

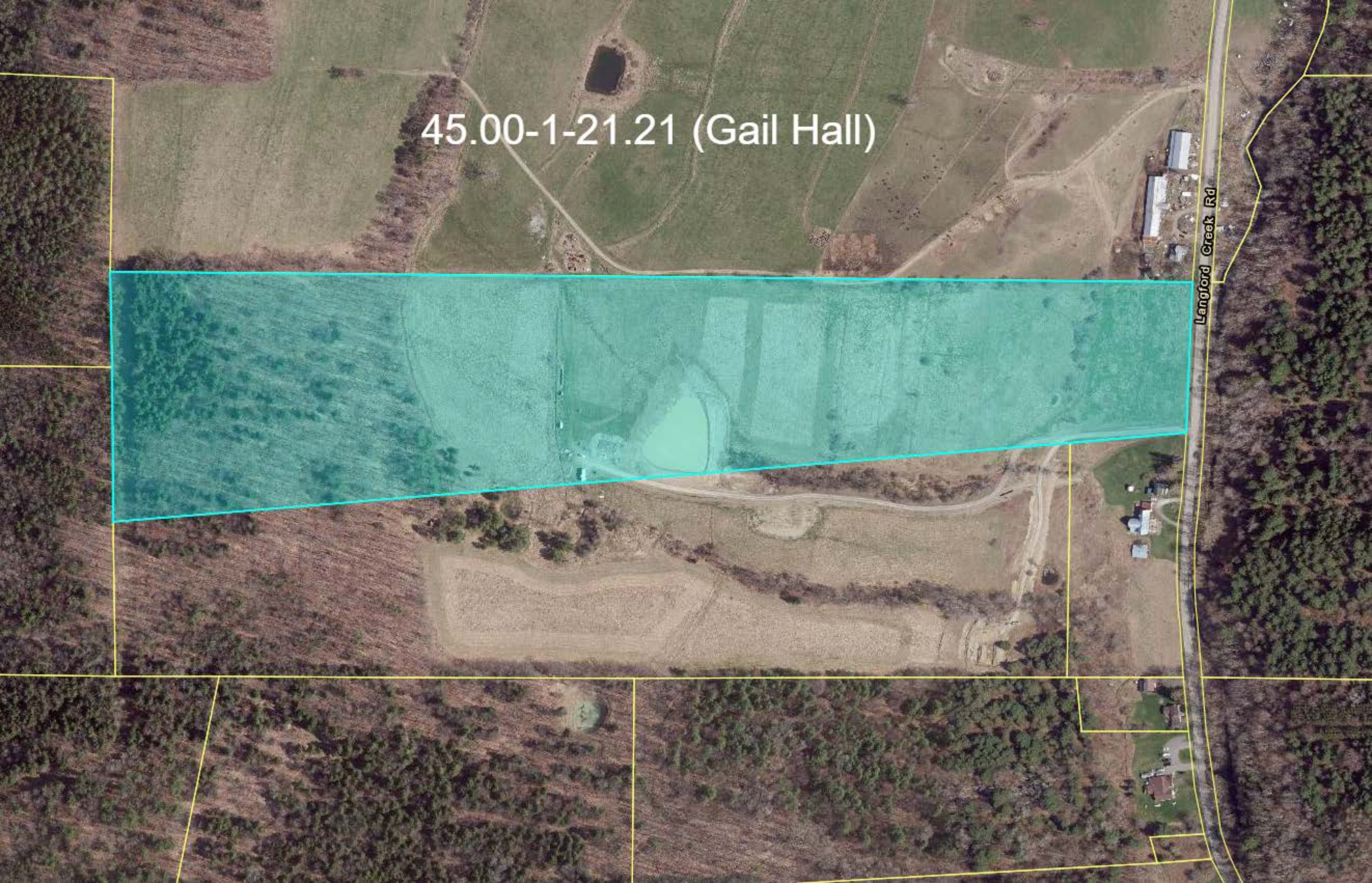
Langdon Hill Rd

Rorick Hollow Rd



45.00-1-21.21 (Gail Hall)

Langford Creek Rd



An aerial photograph of a rural area. A large, irregularly shaped area in the upper half of the image is highlighted with a semi-transparent cyan color. This area contains a mix of green vegetation and brown, cleared land. To the right of this highlighted area, there is a small cluster of buildings, including a house and several outbuildings. Further to the right, a road or creek runs vertically, labeled 'Langford Creek' at the top and 'Langford' at the bottom. The lower half of the image shows more brown, cleared land and some green vegetation. Yellow lines are overlaid on the image, indicating property boundaries. The text '45.00-1-21.112 (Gail Hall)' is written in white in the lower-left quadrant of the image.

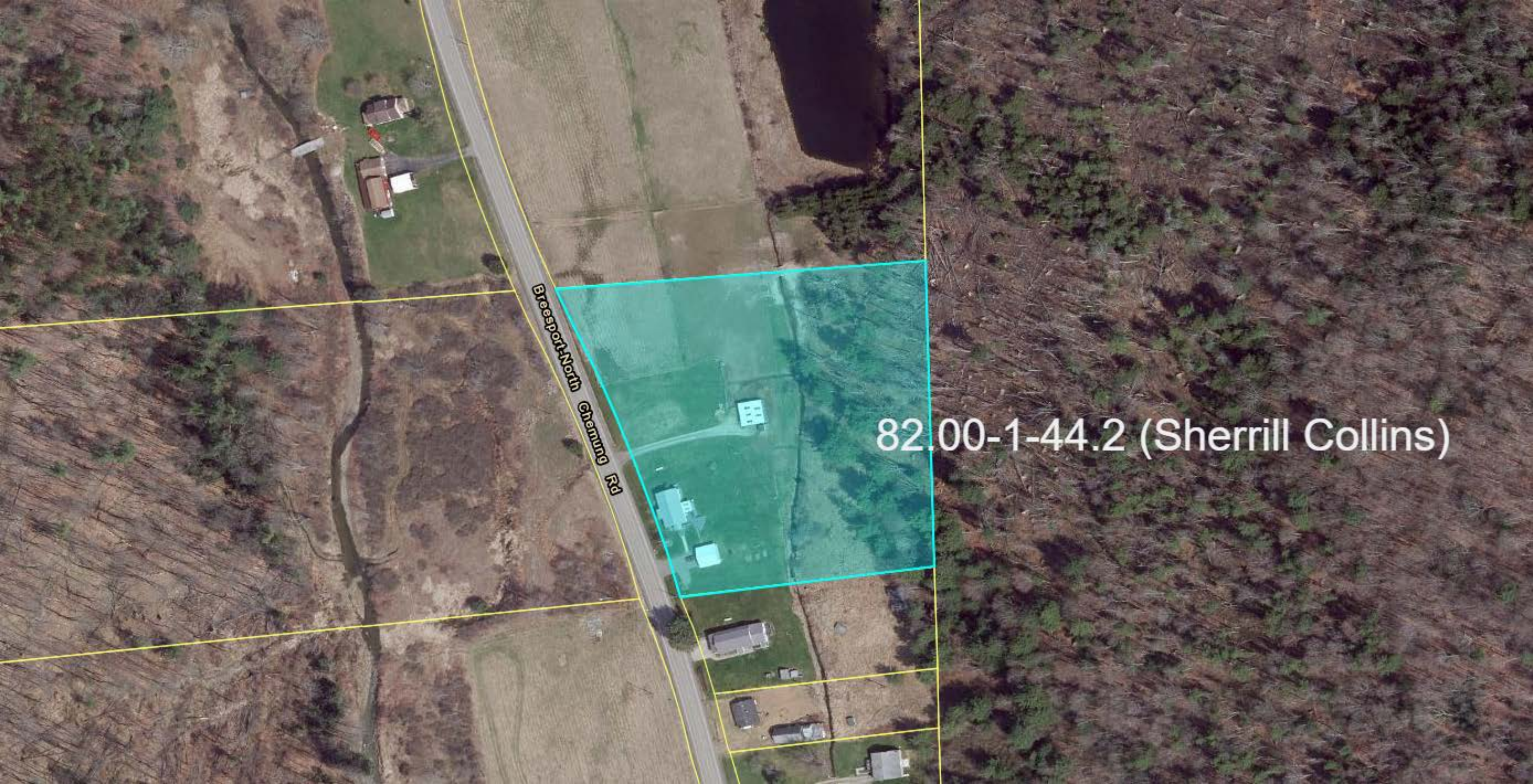
45.00-1-21.112 (Gail Hall)

Bresport North Chemung Rd

82.00-1-44.1 (Sherrill Collins)

An aerial photograph of a rural landscape. A large, irregularly shaped area in the upper-middle part of the image is shaded in a semi-transparent cyan color. To the right of this shaded area, a road curves through the landscape, labeled 'Rorick Hollow Rd' in a curved, black font. The surrounding terrain is a mix of brownish, dry-looking ground and patches of green vegetation. Several small, dark, irregular shapes are scattered across the landscape, possibly representing ponds or small water bodies. The overall scene is captured from a high angle, providing a clear view of the land's topography and features.

62.00-1-4.21 (Mark Fossaceca)



Breesport-North Chemung Rd

82.00-1-44.2 (Sherrill Collins)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
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 _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; justify-content: space-between; padding: 0;"> <div><input type="checkbox"/> Urban</div> <div><input type="checkbox"/> Rural (non-agriculture)</div> <div><input type="checkbox"/> Industrial</div> <div><input type="checkbox"/> Commercial</div> <div><input type="checkbox"/> Residential (suburban)</div> </div> <div style="display: flex; justify-content: space-between; padding: 0;"> <div><input type="checkbox"/> Forest</div> <div><input type="checkbox"/> Agriculture</div> <div><input type="checkbox"/> Aquatic</div> <div><input type="checkbox"/> Other(Specify):</div> </div> <div style="display: flex; justify-content: space-between; padding: 0;"> <div><input type="checkbox"/> Parkland</div> </div>				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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;"> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Wetland <input type="checkbox"/> Urban Suburban </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>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: _____ Date: _____</p> <p>Signature: <u>Alison Herman</u> Title: _____</p>		

January 29, 2024
To The Honorable
Chemung County Legislature
203 Lake Street
Elmira, NY 14902



SUBJECT: Addition of 9 Parcels to the Chemung County Agricultural District

Honorable Legislators:

Article 25AA Section 303-B of the NYS Agriculture and Markets law allows additions to established agricultural districts prior to the normal eight-year review date. The Law also requires the county Agricultural and Farmland Protection Board to review the proposed additions to the district(s) and make recommendations on the proposal to the legislative body. Regrettable delays have seen landowner applications dating back to 2019 unaddressed until this year.

Therefore, in accordance with Article 25AA, we are pleased to transmit this report concerning our review and recommendations on the following 9 parcels from 7 landowners to be included in the Chemung County Consolidated Agricultural District:

- 1) Tax parcels 82.00-1-44.1, 82.00-1-44.2, and 82.00-1-45.2, located in the Town of Baldwin, consisting of 22 acres, owned by Sherril Collins
- 2) Tax parcel 47.04-1-85, located in the town of Big Flats, consisting of 131.46 acres, owned by Ronald and Susan Potrzebowski
- 3) Tax parcels 62.00-1-4.26 and 62.00-1-4.21, located in the Town of Erin, consisting of 40 acres, owned by Mark Fossaceca
- 4) Tax parcel 16.00-1-73, located in the Town of Catlin, consisting of 69.3 acres, owned by Mark Demytrk and Benjamin Rivera
- 5) Tax parcels 45.00-1-21.21 and 45.00-1-21.112, located in the Town of Van Etten, consisting of 76.43 acres, owned by Gail Hall

Based on USDA soil maps, proximity to other agricultural district lands, and landowner interviews as needed, the Board has determined that these parcels are comprised of predominantly viable agricultural land and inclusion of these parcels into the agricultural district would serve the public interest by assisting in maintaining a viable agricultural industry within their respective municipalities.

Sincerely,

A handwritten signature in black ink, reading 'Michelle S. Podolec'. The signature is fluid and cursive, with the first name 'Michelle' and last name 'Podolec' clearly legible.

Michelle Podolec, Chair
Chemung County Agricultural and Farmland Protection Board



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution directing the Chemung County Sewer Districts Administrative Boards to hold a Public Hearing regarding proposed changes to the Scale of Charges for the Sewer Districts

Resolution #: 24-113
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The purpose of this resolution is to direct both the Chemung County Elmira Sewer District and the Chemung County Sewer District No. 1 to hold a Public Hearing regarding proposed changes to both district's scale of Charges. The draft changes will be published with the Public Hearing notice.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution designating new highway alignment as an extension of County Route 86 (from CR86 to NYS Route 13)

Resolution #:	24-114
Slip Type:	OTHER
SEQRA status	
State Mandated	False

Explain action needed or Position requested (justification):

This agenda item seeks Executive approval and Legislative authorization to designate the new highway alignment from County Route 68 (Old Ithaca Road) to New York State Route 13 as an extension of County Highway (County Route) #86.

Length: 3,845-ft
Width: 40-ft
Lanes: 2
Lane Width: 12-ft

See attached map. This is the roadway referred to as the "Horseheads Connector Road project". The road was officially opened on 8-24-2023. This designation will allow the County to apply for CHIPS funding on future maintenance projects for the roadway.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution adopting Air Carrier Incentive Program on behalf of the Elmira Corning Regional Airport

Resolution #: 24-115
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 the approval of the 2024-2026 Air Carrier Incentive Program. The current Airline incentive offer expired in 2023. In consultation with our Air Service Development consultant, we have updated the incentive package for 2024-2026. The package is not all inclusive. As we negotiate with Airlines regarding specific routes and schedules the incentives could be modified as part of a broad Airline Service Agreement.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2024-2026 Air Carrier Incentive.pdf	2024-2026 Air Carrier Incentive	Backup Material	2/21/2024



Suite 1, 276 Sing Sing Road
Horseheads, NY 14845
607-739-5621 Fax: 607-739-8539
www.FlyELM.com

Elmira/Corning Regional Airport Air Carrier Incentive Program

Elmira/Corning Regional Airport (ELM) is committed to the development of successful air service to and from the Southern Tier of New York and the Northern Tier of Pennsylvania. The incentives provided under the terms of this program are only available to those air carriers certificated under the requirements of Title 14 CFR Part 121.

Program Objectives:

- Stimulate passenger air service to and from Elmira/Corning Regional Airport
- Decrease passenger operating cost for new and incumbent carriers
- Reduce start-up risk of new entrant carriers and new air routes
- Encourage local economic development through expanded air service
- Increase airport revenues

Incentive Period:

This incentive period begins January 1, 2024 and ends December 31, 2026.

Incentives for New Entrant Air Carriers:

- No Landing Fees and Apron/Tie-down Fees for up to twenty four
- No Terminal Fees for up to twenty four
- Marketing assistance is obtainable, up to \$50,000,



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Horseheads, NY 14845
607-739-5621 Fax: 607-739-8539
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Incentives for Incumbent Air Carriers:

- No Landing Fees and Apron/Tie-down Fees on new or increased non-stop air services to qualifying destinations for up to twenty four
- Marketing assistance is obtainable, up to \$50,000,

Qualifying Destinations:

The following destinations qualify for the above listed incentives:

- Charlotte-Douglas International Airport (CLT)
- Hartsfield-Jackson Atlanta International Airport (ATL)
- Myrtle Beach International Airport (MYR)
- Harry Reid International Airport (LAS)
- Any Hub Washington D.C. Metropolitan Area Airport
- Any Miami and Ft. Lauderdale Area Airport
- Any Southwest Florida Area Airport
- Other destinations determined by ELM to enhance air service

Additional Terms and Conditions

- Marketing assistance is available on a first come, first serve basis. ELM must be included in the advertising with the carrier.
- Landing fees and Terminal fees will be assessed and a credit issued for the assessed fees. If new or increased service is terminated during the incentive period all issued credits will be voided.



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- Incentives are only available until the service for each destination is filled unless ELM determines additional services to that destination further enhances air service.

Retroactive Repayment of Incentives Funds Expended

If the eligibility of a participating air carrier is terminated by ELM for failure to meet or maintain the requirements for participation, such air carrier shall pay the County an amount equal to the applicable marketing funds paid in accordance with the Air Carrier Incentive Program.

Subordination to Applicable Laws and Agreements with the United States

The terms and implementation of this Air Carrier Incentive Program shall be subject and subordinate to applicable County, state and federal laws, rules and regulations, including, but not limited to, Federal Aviation Regulations set forth in Title 14 of the United States Code of Federal Regulations, and the provisions of any existing or future agreement between the County and the United States relative to the operation or maintenance of ELM; required as a condition precedent to the transfer of federal rights or property to the County for airport purposes; the expenditure of federal funds for development of ELM; or to impose or use passenger facilities charges. The County may, without incurring any liability to participating air carriers, amend or terminate the Air Carrier Incentive Program if necessary to comply with the requirements of applicable law, regulations, or agreements with the United States or any assurance made by the County to the United States Government as a condition precedent to the receipt of federal funds for the improvement of ELM or the approval of Passenger Facility Charges.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting funding from McWane, Inc. for the Chemung Canal Connector Trail Project on behalf of the Chemung County Planning Department

Resolution #: 24-116
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

The Planning Department and ECTC are seeking funding to design and construct a trail project to connect the existing Lackawanna Rail Trail to the existing Catherine Valley Trail.

McWane, Inc, the parent company of Kennedy Valve, has generously pledged to donate \$1.55M towards this project, see attached letter and email.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Kennedy Valve Donation Pledge Letter.pdf	Kennedy Valve Donation Pledge Letter	Cover Memo	1/29/2024
Kennedy Valve Donation Pledge Letter email.pdf	Kennedy Valve Donation Pledge letter email	Cover Memo	1/29/2024

Chemung County Planning Department
400 East Church Street
Elmira, NY 14902

December 22, 2023

C. Phillip McWane
McWane, Inc.
2900 Highway 280 S, Suite 300
Birmingham, AL 35223

Dear Mr. McWane,

We are delighted to acknowledge and express our heartfelt appreciation for your commitment to support the Chemung Canal Connector Trail Project through your generous donation pledge. Your contribution will play a pivotal role in the completion of this 29.2-mile continuous footpath and trail through Chemung County. Below we have outlined the details of this pledge agreement.

Details of Pledge

Name: McWane, Inc.

Address: 2900 Highway 280 S, Suite 300, Birmingham, AL 35223

Phone Number: c/o Nate Pizzini, GM of Kennedy Valve – 607-378-1411

Email: c/o Nate Pizzini, GM of Kennedy Valve – nate.pizzini@kennedyvalve.com

Total Pledge Amount: \$1,550,000.00

Recognition: Pedestrian/Cyclist Bridge, final design and details to be determined during final design stage

Purpose of Donation: Chemung County will use the funds to design and construct the Chemung Canal Connector Trail project.

Confirmation of Pledge

By signing below, both parties acknowledge and agree to the terms of this Donation Pledge Agreement.

Donor - McWane, Inc.

Signature: _____

Date: 1/5/24

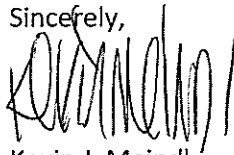
Donation Recipient – Chemung County

Authorized Signature: _____

Date: _____

Thank you once again for your generous support. We look forward to a successful partnership that will make a positive impact on the quality of life in Chemung County.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin J. Meindl", written over the word "Sincerely,".

Kevin J. Meindl

Commissioner of Planning

Director of Elmira-Chemung Transportation Council

Meindl, Kevin

From: Nate Pizzini <nate.pizzini@kennedyvalve.com>
Sent: Friday, January 5, 2024 2:50 PM
To: Meindl, Kevin
Subject: RE: Trail Project - McWane Letter
Attachments: img-105143450-0001.pdf

Kevin,

Please see the attached. Also, when you're ready to begin receiving funds please invoice McWane, Inc. directly at the Birmingham address. As always, I'm here to liaise between the Chemung County and my Corporate office.

Nate Pizzini
General Manager
Kennedy Valve Company

(607) 378-1411
nate.pizzini@kennedyvalve.com
1021 East Water Street
Elmira, NY 14901



For Generations

KENNEDY VALVE



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution and Notice of Type II Determination Pursuant to 6NYCRR Part 617 relative to various Chemung County Sewer District Capital Projects

Resolution #: 24-117
Slip Type: OTHER
SEQRA status Part-time
State Mandated False

Explain action needed or Position requested (justification):

CCSD has proposed undertaking various sewer projects as follows:

Chemung County Elmira Sewer District:

CMF Building Carpet Replacement	\$40,000
Collections Roof Replacement	\$41,000
Misc. Manhole Frame and Covers Replacement	\$17,500
Gaines Street Pump Station Replacement	\$45,000
Hall Street Pump Station Construction	\$255,000
Siphon Building Engineering Study	\$30,000
UV Rebuild	\$70,000

Chemung County Sewer District No. 1:

Misc. Manhole Frames and Cover Replacement	\$17,500
IDA Pump Station Replacement-Construction	\$400,000
Collections Roof Replacement	\$41,000

All the listed projects are Type II actions.

This resolution is to name the Chemung County Legislature as the lead agency and that this resolution and appropriate notice be deemed a determination of non-significance in accordance with provisions of SEQRA and 6NYCRR Part 617.

This action is necessary and required for the Sewer Districts Bond Resolution process under the approved 2024 Capital Project program.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution classifying proposed extension of the Chemung County Elmira Sewer District as an Unlisted Action, Nominating the Chemung County Legislature as the Environmental Quality Review Lead Agency, and Notifying Involved Agencies Pursuant to 6NYCRR Part 617 (Fairway-Phoenix Area Extension, Town of Southport)

Resolution #: 24-118
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name	Description	Type	Upload Date
Final_Report_Nov_2023_-_Optimized.pdf	Final Report Nov 2023	Backup Material	3/1/2024
Fairway_Sewer_District_Extension_Petition.pdf	Fairway Sewer District Extension Petition	Backup Material	3/1/2024

DISTRICT EXTENSION REPORT

FOR THE

FAIRWAY-PHOENIX AREA SANITARY SEWER DISTRICT EXTENSION PROJECT

OF THE

CHEMUNG COUNTY ELMIRA SEWER DISTRICT

**NYSDEC/NYSEFC
WQIP CONTRACT – C01644GG**



PREPARED BY:



**NOVEMBER 2023
FE Project No. 2017-030**

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SECTION	TITLE	PAGE
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	1. Background.....	1
	2. Purpose of This Report.....	2
II.	Petition	5
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	2. Project Description.....	7
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FIGURE NO.	TITLE	PAGE NO.
I – 1	Proposed Service Area Location Map	Follows Page 1
IV – 1	Sanitary Sewer Plan for Fairway-Phoenix Service Area	Follows Page 6
V – 1	Location Map with Parcel Boundaries & Aerial Maps	Follows Page 18

LIST OF APPENDICIES

Appendix A	SEQR Documentation
Appendix B	Assessed Value for Properties in Proposed Fairway-Phoenix Service Area
Appendix C	USDA NRCS Soil Survey Report
Appendix D	Estimated Debt Service Projections
Appendix E	Public Informational Meeting and Petition

I. INTRODUCTION

The Town of Southport, New York has retained Fagan Engineers & Land Surveyors, P.C. (Fagan) to complete a District Extension Report for the creation of the Fairway-Phoenix Area Sanitary Sewer District Extension to the Chemung County Elmira Sewer District (CCESD). On December 21, 2021, the Town of Southport was awarded a NYSDEC/NYSEFC WQIP grant (Contract #C01644GG) for the engineering design and construction of extending public sanitary sewers to the Fairway-Phoenix Area.

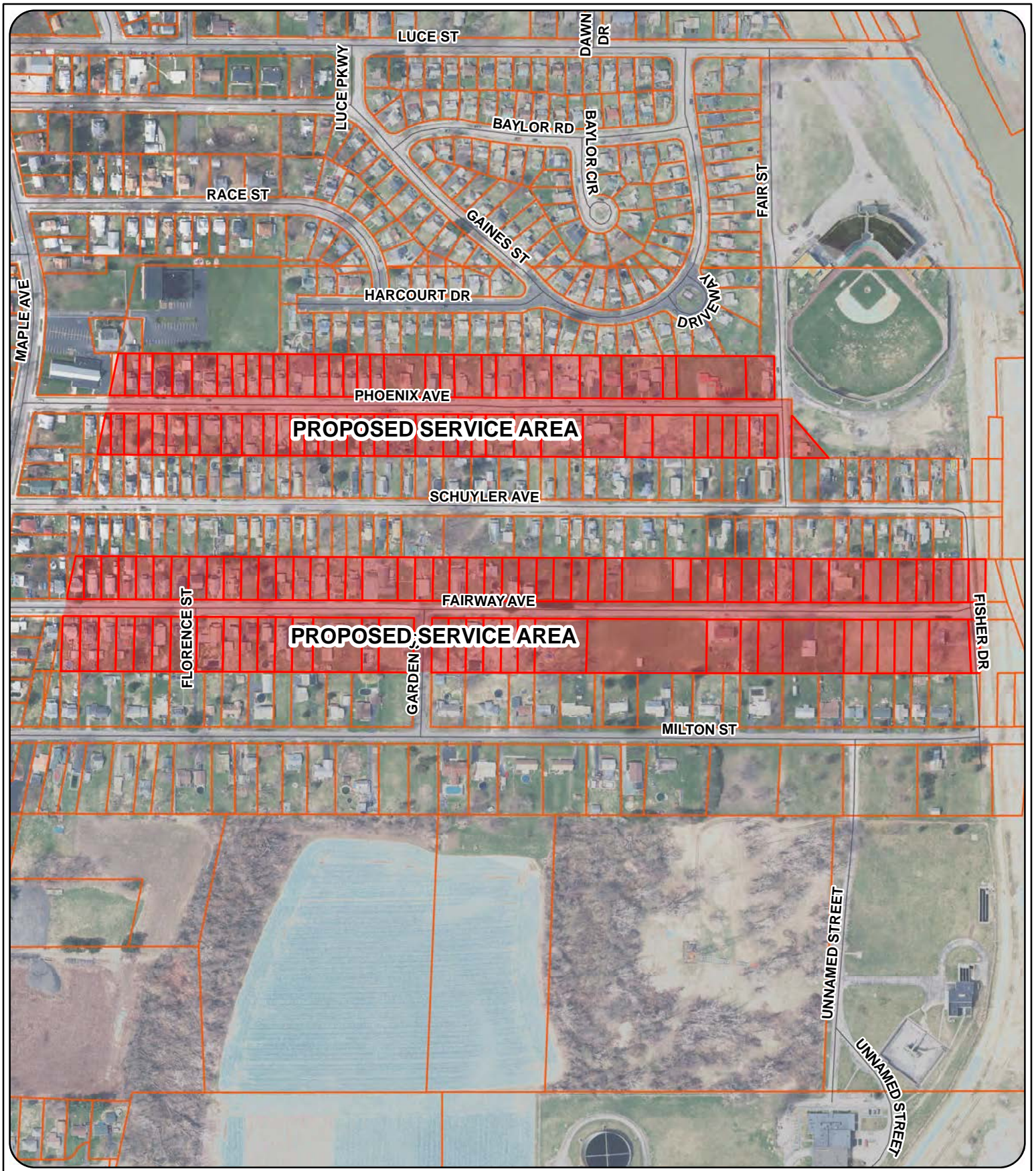
1. Background

The Town of Southport is Chemung County's third most populated town with limited sewer development. Due to many problems with on-site septic systems, a major Town-wide sewer referendum was proposed in 1977. However, since certain developed areas did not need an expensive public sewer system, the Town-wide sewer project referendum was defeated.

In 1995, a federal Economic Development Administration (EDA) grant was used to construct the Elmira-Southport Area-wide Sewer System Improvements project. This \$1.6 million project primarily provided sewer service for manufacturing and commercial development in the Town of Southport including sewers along South Main Street, Cedar Street and Caton Avenue. As part of this project, a sewage pump station was constructed on Marion Street between Charles Street and South Main Street. This pump station is designed to service not only South Main Street, but also the northerly and westerly portion of Universal Village. Furthermore, it should be noted that a combined sewer stormwater separation component of the aforementioned 1995 EDA sewer project has freed up sufficient hydraulic and organic loading capacity of the Chemung County Elmira Sewer District's Milton Street WWTF such that the treatment plant can readily handle additional future flows from this proposed new service area.

In 1999, construction was completed on a \$1.1 Million project for the Southport-Bulkhead area of the Town of Southport. This project also provided sewer service along Leland Street to Southport Street including the intersection of Southport Street with Pennsylvania Avenue and Caton Avenue.

In 2012, Leland Street Service Area project construction was completed on the \$2 Million. The project utilized previously constructed sewer projects with tie-in connections along Leland Street and other sections of the Southport-Bulkhead Sewer. The project area was located along Leland

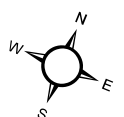


FAIRWAY - PHOENIX AVENUE SANITARY SEWER DISTRICT EXTENSION

FIGURE I-1 PROPOSED SERVICE AREA MAP

TOWN OF SOUTHPORT, CHEMUNG COUNTY, NEW YORK

0 500 1,000 Feet



1 inch = 370 feet
(PRINTED 8.5X11)

PROJECT #: 2017-030
JANUARY 05, 2022

Street and was bordered by Broadway, Pennsylvania Avenue and Southport Street. The study area included service to Laurel Street, Cedar Street, Spruce Street, Hazel Street, Sycamore Street, Sheely Street, Sliter Street, and Carter Street.

The proposed Fairway-Phoenix Service Area project will utilize existing CCESD sewer lines to the Fairway-Phoenix Avenue. Refer to Figure I-1 for the Town of Southport Sanitary Sewer Project Location Map (follows page 1). The Fairway - Phoenix Avenue areas consist of former Subarea 1 in the Town of Southport Sanitary Sewer Master Plan and are located in the northeastern portion of the Town bounded on the south by Fairway Avenue, on the east by Fair Street and Fisher Drive, on the west by Maple Avenue (Town of Southport/City of Elmira boundary lines), and the north by Phoenix Avenue. The project area is a fully developed, densely populated residential area. Properties in the project area are typically ¼-acre or less and utilize individual, on-site septic systems which have been in operation for 50+ years.

In general, the major public health concern for the study area is the potential for failing on-site sewage disposal systems, which is further heightened by the concern to protect the Chemung River aquifer, which supplies potable water for the Elmira Water Board including the Town of Southport. Clearly failing or inadequately sized on-site septic systems, which discharge directly to the groundwater, cannot properly treat the effluent to current State Health Department Standards. Hence localized degradation of the aquifer in the vicinity of the study area is an environmental concern.

Although the need for aquifer protection and adequate sewage disposal has existed for many years in the Town of Southport, the economic feasibility of sewerage this area was not considered practical until the “Prison Sewer” interceptor was constructed in 1988 to serve the Southport Correctional Facility. At the request and cost sharing of Chemung County, this sewer was sized to ultimately meet the sewage disposal needs of the Town of Southport. This provided the sewer infrastructure for many of the aforementioned Southport sewer projects.

2. Purpose of this Report

This project will extend sewer service from adjacent CCESD sewers to the proposed new sewer service area in Fairway-Phoenix Service Area. Hence it makes no sense for the Town of Southport to create a Town Sewer District for this project. Rather, both the Town and the CCESD agree that the most logical approach to implement this sewer project would be for the CCESD to extend its boundaries to include the Fairway-Phoenix Avenue Service Area as shown on Figure I-1.

Hence, the purpose of this report is to describe the proposed sewer improvements including pertinent plans, maps, cost estimates and financing plans for this project in support of the extension of the CCESD to encompass the aforementioned Fairway-Phoenix Avenue Service Area. This District Extension is subject to the requirements of Part 85, Chapter III of 2NYSCRR. In order to facilitate review of this report in addition to Part 85.4 (Information Required in Application) requirements, a Part 85 checklist has been included as Table I-1. This Table gives the location within this report where applicable provisions of Part 85.4 have been addressed.

**TABLE I-1
PART 85 CHECKLIST**

35	TITLE	PAGE
b.	Description of Proposed Improvements	7
c.	Maximum Cost	12
d.	Public Interest of Project	15
e.	Financing Improvement Costs	9 / Appendix D
f.	O & M Cost Estimate	11
g.	User Charge Estimate	13
h.	Assessed Value of Proposed District	12 / Appendix B
i., j.	Not Applicable	N/A
k., l., m., n.	To be Submitted by Others	Separate
o.	Tax Rates and Assessments	13
p.	Typical Property Assessed Value	13
q.	First Year Cost for Typical Property	13
r.	Maximum Amount Paid by Property Owner	13
s.	State Lands in District	7
t.	Agricultural District Impacts	7
u.	Population and Other District Information	6
v.	Vacant Land Benefit	6
w., x.	Not Applicable	N/A
y.	Communication with Property Owners	Appendix E
z.	Objections to Project	Appendix E

The purpose of this District Extension Report is to:

- Identify the areas to be serviced by the Extension and establish the need for service.
- Determine the estimated water usage demands.
- Identify the municipal sanitary sewer system's capability to meet the additional demands.
- Identify the most cost effective alternative to provide municipal water service.
- Identify the most cost effective alternative to provide sanitary sewer service.
- Identify the total cost for the project.
- Identify the cost to the typical user on an ad valorem basis.

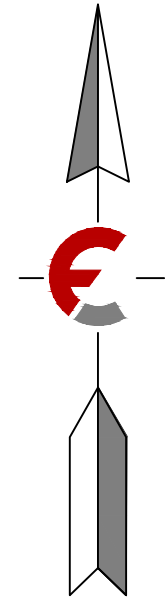
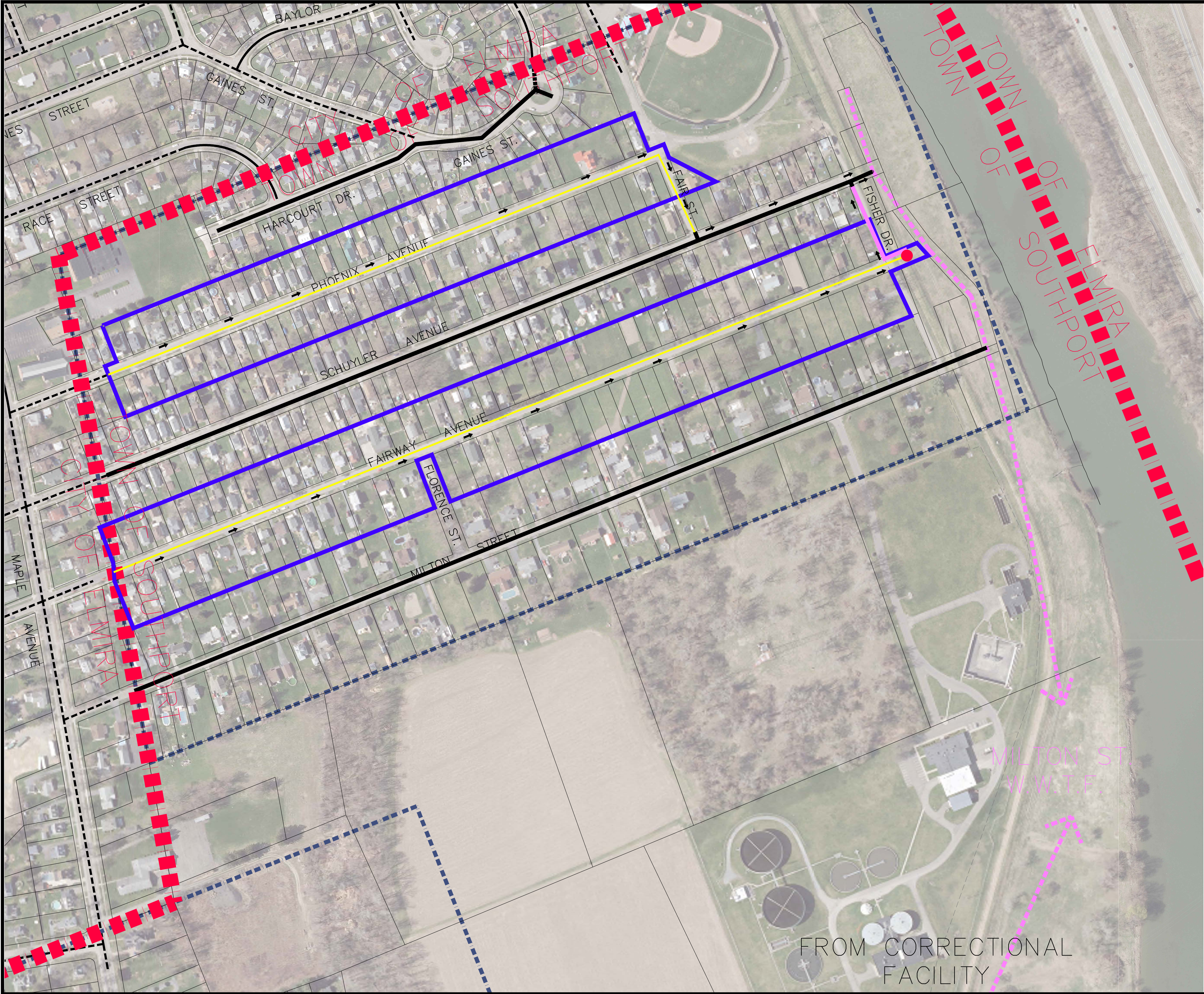
II. PETITION

The Town of Southport has petitioned the Chemung County Legislature, via Resolution Number 127-2023, to extend the boundaries of the Chemung County Elmira Sewer District to include the proposed Fairway-Phoenix Avenue Service Area located in the Town of Southport.

III. STATE ENVIRONMENTAL QUALITY REVIEW

The Chemung County Legislature will receive the petition for the District Extension to resolve the Administrative Board of the District, which is established as the Chemung County Pure Water Agency (PWA), is authorized to participate with Fagan Engineers to finalize the District Extension Report. Then, the Chemung County Legislature will classify this project as an Unlisted SEQR action and declared itself as SEQR Lead Agency.

After these steps, the Legislature shall assume Lead Agency if it receives no comments pursuant to 6NYCRR Part 617.6. Additionally, the Legislature will resolve that, based upon its review of the entire environmental record, that it found that the undertaking of the District Extension will not result in significant adverse environmental impacts. Therefore, a resolution of Negative Declaration of Environmental Impact should be approved in accordance with 6NYCRR Part 617.12(b).



LEGEND

- CITY OF ELMIRA SEWER
- EXISTING 8" GRAVITY SEWER
- - - EXISTING FORCEMAINS
- PROPOSED 8" GRAVITY SEWER
- - - PROPOSED 4" FORCEMAIN
- PROPOSED PUMP STATION
- MUNICIPAL BOUNDARY
- SERVICE AREA BOUNDARY
- SEWER DISTRICT EXTENSION BOUNDARIES



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Rev.	Date	Revision Description
1		

It is A Violation Of The New York Education Law, Article 145 Section 7209, For Any Person, Unless He is Acting Under The Direction Of A Licensed Professional Engineer Or Land Surveyor To Alter An Item In Any Way, If An Item Bearing The Seal Of An Engineer Or Land Surveyor is Altered. The Altering Engineer Or Land Surveyor Shall Affix To The Item His Seal And The Notation "Altered By" Followed By His Signature And The Date Of Such Alteration, And A Specific Description Of The Alteration.

SEAL

**FAIRWAY - PHOENIX
SANITARY SEWER DISTRICT
EXTENSION**
TOWN OF SOUTHPORT, CHEMUNG COUNTY, NEW YORK

**FAGAN
ENGINEERS**
& LAND SURVEYORS P.C.
113 East Chemung Place
Elmira N.Y. 14904
Phone (607) 734-2165
Fax (607) 734-2169
www.FaganEngineers.com

Scale: 1"=150'
11x17 Prints are 1/2 Size
Date: 01/11/2022
Design By: -
Drawn By: IAP
Checked By: JBG
Project No.: 2017.030
Drawing Name: 17030-improvements study.dwg

**SEWER DISTRICT
EXTENSIONS MAP**

C1

FROM CORRECTIONAL
FACILITY

Appendix A includes the SEQR Long Environmental Assessment Form, SEQR-related requests for responses to this Project from various Federal and State agencies and resolutions from the Chemung County Legislature regarding SEQR and PWA proceedings.

IV. ENGINEERING REPORT FOR SEWER DISTRICT EXTENSION

1. Proposed Service Area

The proposed service area is presented on Figure IV-1 (follows page 4) with newly proposed sewers shown in yellow (gravity) in Fairway-Phoenix Avenue, existing CCESD sewers in pink and the proposed pump station and forcemains in orange color in Phoenix Avenue. The project area consists of mainly single-family residences that are 50 years old or older. There are also a small number of multi-family residences and vacant lots, some with garages. There are no existing public sewer facilities in the project area. However, sewer systems have been extended into adjacent neighborhoods within the recent past, as part of the Town of Southport Sewer Master Plan. This Project is a continuation of this Plan. The proposed project area was originally designated as Subarea 1 in the Town of Southport Sewer Master Plan. The service area consists of 96 single-family houses, 1 double-family house, 44 vacant lots and/or garages, 1 commercial property, and 1 institutional building. The total number of parcels to be served by this Project is therefore 144 units. As CCESD serves the city & town of Elmira and the portion of Town of Southport, then they are treated in Milton Street WWTP.

As shown in Appendix B – Table II-1, the total assessed value of the service area is \$6,972,000. The average assessed value of the 144 parcels (including vacant land) is \$48,417.

The project area is relatively flat and is characterized by Tioga and Unadilla silt loam soil. Tioga soils are Type A soil that is described as well-drained. Unadilla soils area Type B soil is described as being well-drained by the USDA NRCS Soil Survey for Chemung County. The top elevation of the water-bearing zone averages 820 to 830 feet, with corresponding surface elevations of 840 to 845 feet, for a depth below the surface of approximately 10 to 25 feet. The USDA NRCS Soil Survey report for the proposed service area is attached in Appendix C. However, observations by Chemung County Health Department Staff find that the seasonally high groundwater has been observed to be as high as five feet deep. Depth to bedrock is 100 feet or deeper according to the “Geohydrology of the Valley-Fill Aquifer in the Elmira Area, Chemung County, NY”, USGS Open-

File Report 82-110. The need for a centralized sewage collection system to service this area is primarily based on the small lot sizes, age of the development (50+ years) and aquifer contamination concerns. The project will also alleviate the need for space consuming septic systems for the redevelopment of the 44 vacant/underutilized parcels.

There are no State lands or Agricultural Districts within the proposed service area.

2. Project Description

The proposed sewer system for Fairway-Phoenix Avenue Area Sanitary Sewer Project is shown on Figure IV-1. The yellow lines represent the proposed conventional eight-inch gravity sewers. In general, sewage flows are conveyed easterly towards the connection manholes on Schuyler Avenue. Phoenix Avenue will connect to Schuyler Avenue via an existing manhole located at the intersection of Fair Street and Schuyler Avenue, and Fairway Avenue will connect to Schuyler Avenue via an existing manhole located at the intersection of Fisher Drive and Schuyler Avenue.

Phoenix and Phoenix Avenue both shall use gravity flow throughout the proposed system to the connection manhole on Schuyler Avenue and submersible pump station on Fisher Drive respectively. The pump station is in the public right of way, in easterly direction of the intersection of Fairway Avenue and Fisher Drive. The sewage shall then discharge through the four-inch forcemains that run from the pump station to the manhole in the intersection of Schuyler Ave and Fisher Dr. From there, the flow shall ultimately end up at the CCESD's Milton Street WWTF. The pump station will be designed on the following basis:

Number of Residences:	100 EDUs
Design Flow:	21,000 GPD
Peak Flow (4x):	84,000 GPD
Pump Rate Required:	58 GPM
Design Pump Rate:	90 GPM
Forcemain Length:	320 Feet
Equivalent FM Length:	437 Feet
Static Head:	9 Feet
Total Dynamic Head:	10 Feet

The length of the eight-inch gravity sewer for this service area totals 5,000 lineal feet. It is projected that all sanitary sewer pipes will consist of SDR 35 PVC material. The sewer system will also include 13 four-foot diameter precast concrete manholes and 2,500 lineal feet of six-inch

diameter sewer laterals, which will connect to the main sewer line via wye fittings and extend to the street right-of-way line in front of the 144 parcels to be connected for this project. The length of the four-inch force main is estimated at 320 feet.

The proposed sewer plan will require no easements. It should be noted that street repair for this project will only include trench repair of sewers and laterals. However, it is assumed the Town of Southport, through its Town Highway Department, will complete street paving in the Phoenix Avenue / Fairway Avenue Area over time as allowed by the Town's Highway Department budget.

The sewer system will be designed for minimal full flow sewer velocities of two feet per second for adequate scouring to prevent solids deposition in the sewer. All gravity sanitary sewer pipes will utilize a design Manning's "n" value of 0.11. The minimum slope for an eight-inch sewer will be 0.24 percent. However, where feasible this minimum will be increased to 0.4 percent.

All manholes will be placed at all sewer intersections and along with straight-line runs such that the distance between manholes does not exceed 400 feet. In general, the main sewer will be constructed along the center of streets within the public right-of-way unless utility interference (i.e., water or gas lines) dictates a slightly different alignment within the ROW.

As previously presented, this proposed sewer system is designed to serve 144 parcels. A previous report for that was submitted for a different Subarea of the Master Plan, conservatively utilized a residential unit flow estimate of 250 gpd per home.

Using the same 250 gpd unit flow for this proposed project would result in an average daily design flow of 36,000 gpd for 144 parcels in the project area. Using a peak flow factor of 4.0, the peak daily design flow for the proposed Subarea 1 sewer project is estimated at 144,000 gpd. The submersible pump station located on the intersection of Fairway Avenue and Fisher Drive will service 84 homes for an average daily sewage flow of 21,000 gpd and a peak daily flow of 84,000 gpd. This pump station will be designed with 5-HP duplex "lead/lag" pumps and will be sized to manage the design flows with a minimum of daily run times. The pump motors will be premium efficiency motors equipped with control loop variable frequency drives.

3. DESIGN STANDARDS

The sewer system will be designed in accordance with Ten State Standards with minimum full flow sewer velocities of two feet per second for adequate scouring to prevent solids deposition in the sewer. All gravity sanitary sewer pipe will be SDR 35 PVC with a design Manning's "n" value of 0.11. The minimum slope for an eight-inch sewer will be 0.24 percent.

Sewer laterals will be six-inch SDR 35 PVC material extending out to the street or right-of-way limit. The laterals will tie into the main sewer line via standard wye connections. Four-foot diameter precast concrete manholes will be placed at all sewer intersections and along straight-line runs such that the distance between manholes does not exceed 400 feet. The majority of the main sewer will be constructed down the middle of streets within the public right-of-way unless utility interference (i.e., water or gas lines) dictates a slightly different alignment within the ROW.

The proposed project design is anticipated to have a life cycle that exceeds 40 years based on current engineering and construction standards. A study by the American Water Works Association Research Foundation recently put the life expectancy of PVC pipe at more than 110 years.

4. DESIGN FLOWS

The new service area consists of 96 single-family houses, 1 double-family house, 44 vacant lots and/or garages, 1 commercial property, and 1 institutional building. The total number of parcels to be served by this Project is therefore 144 units. Using the same 250 gpd unit flow for this proposed project would result in an average daily design flow of 36,000 gpd for 144 parcels in the Fairway-Phoenix service area. Using a peak flow factor of 4.0, the peak daily design flow for the proposed Subarea 1 sewer project is estimated at 144,000 gpd.

The full flow velocity of an eight-inch diameter PVC sewer with an "n" value of 0.013 is 3.24 feet per second. A previous report conservatively utilized a residential unit flow estimate of 250 gallons per day (gpd) per home. Hence, the full flow capacity of this sewer pipe is in excess of 730,000 gpd which is more than seven times the estimated peak daily design flow for this project.

5. CAPACITY OF EXISTING CCESD FACILITIES

As previously indicated, the proposed sewer system from the Fairway-Phoenix Service Area discharges to the existing CCESD sanitary sewer system.

The projected 144,000 gpd peak design flow for the Fairway-Phoenix service area is consistent with the ultimate service area for the entire Elmira-Southport Areawide Sewer System. A previous report for this system indicated that peak sewage flows from the ultimate buildout of the entire Elmira-Southport Areawide Sewer System project would still result in 23% of the sewer system capacity remaining unutilized. This unused capacity is equivalent to more than 500,000 gpd. Therefore, there are no hydraulic constraints on connecting the proposed Subarea 1 service area into the existing CCESD sewer system.

In addition to the sewer capacity concerns, another concern relates to the capacity of the CCESD's Milton Street WWTF to adequately treat additional wastewater flows. In 1993, it was determined by the Design Engineer for the Milton Street WWTF that a proposed 144,000 gpd Southport sewer project would pose no problems as the plant could handle both hydraulically and organically the envisioned increase flows from Southport. It should be noted that this analysis took place before the proposed combined sewer stormwater separation program was included to address the infrastructure sewer needs for the Miller Street/Erie Street industrial development target area. This storm sewer separation program eliminated nearly 1 MGD of peak stormwater flows for this project. Another recent stormwater separation proposal involved the E-Wing addition at Arnot Ogden Medical Center, where a net stormwater reduction totaling nearly 0.5 MGD was implemented. Based on the aforementioned stormwater separation plans, there is a significant treatment capacity at the Milton Street WWTF to handle the 0.0855 MGD average daily design flow for the Phoenix Avenue / Fairway Avenue Area.

6. Project Cost Estimate

A. Construction Cost

Presented in Table IV-1 is the construction cost estimate for the extension of sewer service to the Fairway-Phoenix Area. These unit costs reflect sewer construction down the middle of the street with laterals extending to the street right-of-way. The estimated project cost totals \$1,528,755 which includes a 15% contingency factor together with engineering design and inspection costs, legal fees, easements/land acquisition, miscellaneous costs such as traffic control, dewatering

and gravel and project administration costs. This cost estimate does not include full street restoration, which will be completed by the Town of Southport sometime after the sewer project has been completed. For this project the grant of \$1,040,000 was awarded (\$ 1,040,000 by NYSDEC WQIP), so the bond of \$488,755 ($\$1,528,755 - \$1,040,000$) is to be announced by the Town to complete the project.

As previously discussed, this project is designed to serve 144 units. Hence the project cost per unit served is estimated at \$10,616.40 per unit. However, the \$1.04M grant will be used in the project, so the total cost per unit will be reduced to \$3,395/parcel ($\$488,755 \div 144$). This compares very favorably with the recent Leland Street project whose capital unit cost was estimated at \$6,988 per unit for 342 units.

Another method to analyze project costs would be to compare it with the total assessed value of the service area. The total assessed value of the 144 parcels that comprise the Fairway-Phoenix Area is \$6,972,000 or an average of \$48,417 per typical property. The Fairway-Phoenix Area total project cost per \$1,000 of assessed value is $\$488,755 \div \$6,972$ or \$70.10 per \$1,000 of assessed value. This is significantly less costly than the previously constructed Leland Street project cost of \$101.71 per \$1,000 of assessed value.

B. Operation and Maintenance Costs

The entire service area will be fully served by gravity flow. O&M costs associated with the system will include labor for maintenance/observation purposes and billing. It is estimated that the O&M costs for this extension will be considerably less than other sections within the district that are served by pump stations. Therefore, this cost is minimal and can be readily paid by the O & M charges.

TABLE IV – 1 COST ESTIMATE FOR CONSTRUCTION OF SANITARY SEWER DISTRICT EXTENSION

FAIRWAY-PHOENIX AVENUE SANITARY SEWER DISTRICT EXTENSION COST ESTIMATE - 2021 NYSDEC WQIP GRANT TOWN OF SOUTHPORT, NEW YORK					
S.N.	Description	Amount	Unit	Unit Cost	Total
1.	Mobilization/Bonds/Insurance	1	LS	\$25,000	\$ 25,000.00
2.	8-inch Gravity Sanitary Sewer	4,700	LF	\$90.00	\$ 423,000.00
3.	6-inch Laterals	2,500	LF	\$65.00	\$ 162,500.00
4.	4-foot Diameter Manholes	13	Each	\$7,500	\$ 97,500.00
5.	Gorman Rupp Pump Station	1	Each	\$150,000	\$ 150,000.00
6.	4-inch Force Main	320	LF	\$60.00	\$ 19,200.00
7.	Town Street Trench Restoration	7,500	LF	\$35.00	\$ 262,500.00
8.	Topsoil Restoration	1,000	LF	\$12.00	\$ 12,000.00
9.	Utility Relocation Allowance	1	Each	\$20,000	\$ 20,000.00
10.	General Allowance	1	Each	\$35,000	\$ 35,000.00
11.	Connection to CCESD	1	Each	\$10,000	\$ 10,000.00
Subtotal					\$ 1,216,700.00
Contingency					\$ 122,055.00
Engineering Design					\$ 85,000.00
Construction Inspection					\$ 105,000.00
Total Cost					\$ 1,528,755.00

Total Project Cost = \$ 1,528,755
Total Assessed Value Fairway-Phoenix Area = \$ 6,972,000
Cost per \$1,000 of Assessed Value = \$ 219.27

C. Financing Considerations

The Town of Southport submitted a 2021 Consolidated Funding Application for a \$1,040,000 NYSDEC Water Quality Improvement Program (WQIP). The Fairway-Phoenix Area Project was awarded the NYSDEC WQIP grant 2021 with the total amount of \$1,040,000 in December 2021. Furthermore, Town will be submitting a NYSEFC/NYSDEC Water Infrastructure Improvement Act (WIIA) application in June 2023. For the purposes of developing the District Extension report, the financing assumes only the WQIP Grant. The total cost of the project is \$1,528,755 where remaining \$488,755 needs to be financed by the District Extension.

The proposed plan of finance utilizes net annual interest rate of 4.5% that compound monthly (APR) over the 34-year of financing pay period. The full estimated debt projection is performed and attached in Appendix D.

The total annual cost for the first year of service is \$28,095 based on the debt service projections. Therefore, the required ad valorem tax rate based on a total assessed value of \$6,972,000 for the Fairway-Phoenix Service Area equals \$4.03 per \$1,000 of assessed value.

In addition to this new debt service charge, the Fairway-Phoenix Service Area will also be charged with the existing CCESD ad-valorem tax whose rate is \$0.49 per \$1,000 assessed value.

Finally, there is an O & M charge by the CCESD based on water usage. Assuming a usage of 150 gpd, a typical residence utilizes 54,750 gallons per year. The annual O & M charge is \$2.64 per 748 gallons. For a typical residence, the O & M charge is \$261.60 per year.

The annual charges for public sewer per \$1,000 of assessed value is:

New Fairway-Phoenix Area charges:	\$4.03 per \$1,000 AV
Existing CCESD charges:	\$0.49 per \$1,000 AV
Usage for typical home:	\$261.60 per year

Utilizing a typical property value of \$48,417 and water usage, the total annual fees for a typical residence connected to the sewer is:

Fairway-Phoenix Area charges:	\$195.10 per year	
Existing CCESD charges:	\$ 23.72 per year	
Usage for typical home:	<u>\$261.60 per year</u>	
Total	\$480.43 per year	(\$40.04 per month)

The proposed project typically provides sanitary sewer connections at property boundary at the road right-of-way. The costs of final connections from the right-of-way to the structure are dependent on the distance of the connection, the current configuration of the existing septic facilities and preferences of the property owner. It is anticipated that the final connection cost for a typical property is approximately \$1,500. For low to moderate income homeowners, there are several grant opportunities available, such as the Bishop Sheen Ecumenical Housing Foundation.

A list of potential funding options for the final connections will be provided to all property owners within the project area.

7. CONSTRUCTION METHODS/SCHEDULE

The Fairway-Phoenix Area Sanitary Sewer District Extension is deemed to be a “low cost” special district in accordance with the NYS Comptroller’s Office since the typical annual cost is below the \$696/year threshold (2021) set for County sewer districts. It is envisioned that this proposed sewer project will be competitively bid by local/regional contractors. This Map, Plan and Report for the extension of the CCESD boundaries should be submitted to Chemung County in June 2023. Assuming the Chemung County Legislature holds a public hearing in late August 2023 for the District Extension, the Project Design can commence in September 2023. It is projected that final contract documents will be submitted to the CCESD and NYSDEC by October 2023. The following schedule is projected:

Public Hearing (For District Extension)	December 2023
Finalize Project Design	January 2024
Submit Permit Drawing to Agencies	January 2024
Project Design Complete (IFB Set)	January 2024
NYSDEC Approvals	February 2024
Bid Advertisement	February 2024
Bid Opening	March 2024
Contract Award	March 2024
Construction Start	April 2024
Substantial Completion	November 2024

8. REQUIRED APPROVALS

First, the Chemung County Legislature proceeds with the formation of the District Extension. Approval of final plans, specifications and contract documents will be obtained from the CCESD, the NYSDEC and funding agencies including the NYSDEC WQIP program.

9. RECOMMENDATIONS

Based on the aforementioned findings, Fagan Engineers recommends that the CCESD accept wastewater flows from this Project as described in this report. The proposed improvements are clearly in the public interest to sewer this densely urbanized area and the project is awarded with the \$1.04M grant by NYSDEC WQIP to the Town of Southport for this district extension project. The project provides improvements that are necessary to maintain the density and character of the neighborhood which benefits all properties within the proposed extension boundary. The project also ensures that the 44 vacant/underutilized properties are viable for redevelopment.

It is also recommended that the CCESD accept this report and forward it to the Chemung County Legislature to call for a public hearing as part of the implementation process to extend the CCESD boundaries to include the Fairway-Phoenix Service Area of the Town of Southport.

V. DESCRIPTION OF PROPOSED SEWER DISTRICT EXTENSION BOUNDARIES

The proposed Sewer District Extension of the CCESD for the Fairway-Phoenix Service Area Sewer System Project includes the proposed new service area as delineated on Figure V – 1 (follows page 11). A listing of tax map parcels within the proposed Sewer District Extension area is shown in Appendix B. The following is the formal description of the district extension boundaries:

PROPOSED BOUNDARY DESCRIPTION OF THE PROPOSED EXTENSION OF THE CHEMUNG COUNTY-ELMIRA SEWER DISTRICT FOR THE PROPOSED FAIRWAY AVE AND PHOENIX AVE SERVICE AREA

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

BEGINNING at a point on the City of Elmira and Town of Southport boundary line, said point being on the northerly right of way boundary of Fairway Avenue and the south westerly lot corner of lands shown as tax map parcel 100.09-5-68;

Thence northerly a distance of 126.21 feet, more or less, along the westerly line of lands shown as tax map parcel 100.09-5-68, to a point at the north westerly corner of the aforementioned tax map parcel;

Thence easterly along the Chemung County – Elmira Sewer District Southport – Schuyler Avenue Area District Extension boundary a distance of 2586.42 feet, more or less, to a point in at the north easterly lot corner of lands shown as tax map parcel 100.10-1-18;

Thence southerly along the easterly line of lands shown as tax map parcel 100.10-1-18 a distance of 126.09 feet, more or less, to a point on the northerly right of way boundary of Fairway Avenue;

Thence continuing southerly across Fairway Avenue a distance of 50 feet, more or less, to a point on southerly right of way boundary of Fairway Avenue, said point being the north easterly lot corner of lands shown as tax map parcel 100.10-1-25;

Thence southerly along the easterly line of lands shown as tax map number 100.10-1-25 to a point at the south easterly corner of the aforementioned tax map parcel;

Thence westerly a distance of 1551.68 feet, more or less, to a point on the easterly right of way boundary of Florence Street, said point being the south westerly lot corner of the lands shown as tax map parcel 100.9-6-19;

Thence continuing westerly a distance of 50 feet, more or less, across Florence Street to a point in the westerly right of way boundary, said point being the south easterly lot corner of lands shown as tax map parcel 100.9-6-18;

Thence continuing westerly a distance of 1014.00 feet, more or less, to a point at the south westerly lot corner of lands shown as tax map parcel 100.09-6-2;

Thence northerly a distance of 158 feet, more or less, along the westerly lot line of lands shown as tax map parcel 100.09-6-2 to a point in the southerly right of way boundary line of Fairway Avenue, said point being the northwesterly corner of the aforementioned lot;

Thence continuing northerly across Fairway Avenue a distance of 52.72 feet, more or less, to the point and place of beginning;

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

BEGINNING at a point on the northerly right of way boundary of Phoenix Avenue, said point being the south westerly lot corner of lands shown as tax map parcel 100.09-1-56;

Thence northerly along the westerly boundary of lands shown as tax map parcel 100.09-1-56 a distance of 120.00 feet, more or less, to a point at the north westerly corner of the aforementioned tax map parcel;

Thence easterly a distance of 1734.32 feet, more or less, part of which follows along the southerly boundary of the Chemung County – Elmira Sewer District Southport – Harcourt-Gaines Area District Extension, to a point at the north easterly lot corner of lands shown as tax map parcel 100.09-2-31;

Thence easterly along the northerly right of way boundary of Phoenix Avenue a distance of 50 feet, more or less, to a point at the north easterly corner of the intersection with Fair Street;

Thence southerly a distance of 43.8 feet, more or less, along the easterly right of way boundary of the intersection of Phoenix Avenue and Fair Street, to a point at the northerly lot corner of lands shown as tax map parcel 100.09-2-33;

Thence south easterly a distance of 167.46 feet, more or less, along the easterly lot line of lands shown as tax map parcel 100.09-2-33 to a point at the south easterly corner of the aforementioned tax map parcel, said point being on the northerly boundary of the Chemung County – Elmira Sewer District Southport – Schuyler Avenue Area District Extension;

Thence westerly along the northerly boundary of the Chemung County – Elmira Sewer District Southport – Schuyler Avenue Area District Extension, also being the southerly lot line of lands shown as tax map parcel 100.09-2-33 a distance of 110.08 feet, more or less, to a point in the easterly right of way boundary of Fair Street;

Thence across Fair Street a distance of 40 feet, more or less, to a point in the westerly right of way boundary, said point being the south easterly lot corner of lands shown as tax map parcel 100.09-2-34;

Thence westerly along the northerly boundary of the Chemung County – Elmira Sewer District Southport – Schuyler Avenue Area District Extension a distance of 1759.65 feet, more or less, to a point at the south westerly lot corner of lands shown as tax map parcel 100.09-4-6;

Thence northerly a distance of 120 feet, more or less, along the westerly lot line of lands shown as tax map parcel 100.09-4-6 to a point in the southerly right of way boundary of Phoenix Avenue, said point being the north westerly corner of the aforementioned tax map parcel;

Thence northerly across Phoenix Avenue a distance of 52.3 feet, more or less, to the point and place of beginning.

END OF LEGAL DESCRIPTION

Appendix A

SEQR Documentation

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. 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

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?

☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____ _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? Yes <input type="checkbox"/> No <input type="checkbox"/> v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. <input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

<p>c. Is the project site presently used by members of the community for public recreation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>i. If Yes: explain:</i> _____</p>	
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes,</p> <p><i>i. Identify Facilities:</i></p> <p>_____</p> <p>_____</p>	
<p>e. Does the project site contain an existing dam? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____</p> <p><i>iii. Provide date and summarize results of last inspection:</i></p> <p>_____</p> <p>_____</p>	
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Has the facility been formally closed?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <p><i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i></p> <p>_____</p> <p>_____</p> <p><i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p> <p>_____</p>	
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i></p> <p>_____</p> <p>_____</p>	
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Yes – Spills Incidents database</p> <p><input type="checkbox"/> Yes – Environmental Site Remediation database</p> <p><input type="checkbox"/> Neither database</p> </div> <div style="width: 50%;"> <p>Provide DEC ID number(s): _____</p> <p>Provide DEC ID number(s): _____</p> </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____</p> <p>_____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide DEC ID number(s): _____</p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i></p> <p>_____</p> <p>_____</p>	

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features. <ul style="list-style-type: none"> i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <ul style="list-style-type: none"> iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ 	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Name of aquifer: _____ 	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

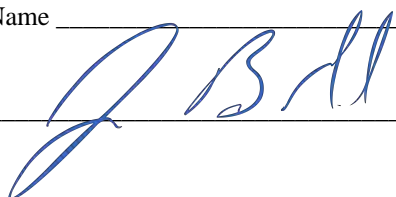
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

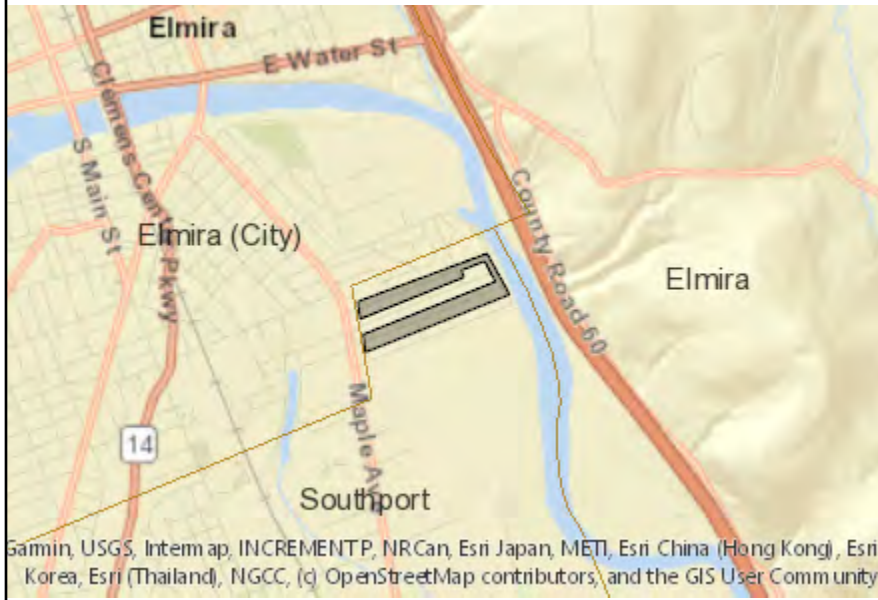
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____





Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins: Upper Susquehanna
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer

E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:DUNN FIELD, 1939, Maple Avenue Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Appendix B

**Assessed Value for Properties in
Proposed Fairway-Phoenix Avenue
Service Area**

Print Key	Parcel Address	Total AV	Owner Name	Street Address	City State Zip Code
100.09-2-33	550 Fair St	71750	Bernas, David W.	550 Fair St	Elmira, NY 14904
100.09-5-68	405 Fairway Ave	76300	Appleby, Michael M.	405 Fairway Ave	Elmira, NY 14904
100.09-6-2	406 Fairway Ave	84500	Faulkner, Christopher L.	406 Fairway Ave	Elmira, NY 14904
100.09-5-67	407 Fairway Ave	71000	Bare, Nathan	407 Fairway Ave	Elmira, NY 14904
100.09-6-3	408 Fairway Ave	103250	Rodriguez, Omar J.	408 Fairway Ave	Elmira, NY 14904
100.09-5-66	409 Fairway Ave	59900	Giardi, Tina M.	409 Fairway Ave	Elmira, NY 14904
100.09-6-4	410 Fairway Ave	82150	Overacker, Jessica M.	410 Fairway Ave	Elmira, NY 14904
100.09-5-65	411 Fairway Ave	74500	Gush, Judith J.	411 Fairway Ave	Elmira, NY 14904
100.09-6-5	412 Fairway Ave	78550	Pratt, James A. Jr	412 Fairway Ave	Elmira, NY 14904
100.09-5-64	413 Fairway Ave	52900	Carpenter, Jacob M.	413 Fairway Ave	Elmira, NY 14904
100.09-6-6	414 Fairway Ave	72800	Vegard, Katie S.	414 Fairway Ave	Elmira, NY 14904
100.09-5-63	415 Fairway Ave	72800	Cartwright, Cynthia K.	415 Fairway Ave	Elmira, NY 14904
100.09-6-7	416 Fairway Ave	65100	Delaney, Jim	416 Fairway Ave	Elmira, NY 14904
100.09-5-62	417 Fairway Ave	78450	Race, Jeremy E.	417 Fairway Ave	Elmira, NY 14904
100.09-6-8	418 Fairway Ave	84900	Morrison, Andrea	418 Fairway Ave	Elmira, NY 14904
100.09-5-61	419 Fairway Ave	76650	Santon, Dean	419 Fairway Ave	Elmira, NY 14904
100.09-6-10	420 Fairway Ave	59700	Jacobson, Chris L.	420 Fairway Ave	Elmira, NY 14904
100.09-6-9	422 Fairway Ave	80150	Manzo, Marilyn A.	422 Fairway Ave	Elmira, NY 14904
100.09-6-11	424 Fairway Ave	72500	Wiesner, Aaron J.	424 Fairway Ave	Elmira, NY 14904
100.09-5-60	425 Fairway Ave	66150	Bates, Richard Jr	425 Fairway Ave	Elmira, NY 14904
100.09-6-12	426 Fairway Ave	68600	Yerkes, Dakota A.	426 Fairway Ave	Elmira, NY 14904
100.09-5-59	427 Fairway Ave	75250	Castle, Ryan	97 Peek-A-Boo Ln	Troy, PA 16947
100.09-6-13	428 Fairway Ave	68900	Jackson, Wendy L.	428 Fairway Ave	Elmira, NY 14904
100.09-5-58	429 Fairway Ave	3500	Castle, Ryan	97 Peek-A-Boo Ln	Troy, PA 16947
100.09-6-14	430 Fairway Ave	67650	Jones, Tonya K.	430 Fairway Ave	Elmira, NY 14904
100.09-5-57	431 Fairway Ave	47700	Vrooman, Joseph	431 Fairway Ave	Elmira, NY 14904
100.09-5-56	433 Fairway Ave	67000	Horton, Barbara F.	2303 S Sage Cir	Horseheads, NY 14845
100.09-6-16	434 Fairway Ave	83400	Wise, Joel K.	434 Fairway Ave	Elmira, NY 14904
100.09-5-55	435 Fairway Ave	68700	Pavlina, Andrew	435 Fairway Ave	Elmira, NY 14904
100.09-6-17	436 Fairway Ave	79500	Conklin, Jareth	436 Fairway Ave	Elmira, NY 14904
100.09-5-54	437 Fairway Ave	66650	Mace, Robert W.	437 Fairway Ave	Elmira, NY 14904
100.09-5-53	439 Fairway Ave	56700	Teets, Anthony	439 Fairway Ave	Elmira, NY 14902
100.09-6-18	440 Fairway Ave	54800	Stage, David M.	440 Fairway Ave	Elmira, NY 14904
100.09-5-52	441 Fairway Ave	70400	Parsons, Timothy	908 Maple Ave	Elmira, NY 14904
100.09-6-19	442 Fairway Ave	3900	Price, Sherry L.	446 Fairway Ave	Elmira, NY 14904
100.09-6-20	444 Fairway Ave	3900	Price, Sherry L.	446 Fairway Ave	Elmira, NY 14904
100.09-5-50	445 Fairway Ave	100700	Ackley, Edward M.	445 Fairway Ave	Elmira, NY 14904
100.09-6-21	446 Fairway Ave	76450	Price, Sherry L.	446 Fairway Ave	Elmira, NY 14904
100.09-5-49	447 Fairway Ave	3500	Ackley, Edward M.	445 Fairway Ave	Elmira, NY 14904
100.09-6-22	448 Fairway Ave	3500	Price, Henry	453 Fairway Ave	Elmira, NY 14904
100.09-5-48	449 Fairway Ave	46300	Rice, James	449 Fairway Ave	Elmira, NY 14904
100.09-6-24	450 Fairway Ave	3900	Collum, Denise L.	456 Fairway Ave	Elmira, NY 14904
100.09-5-47	451 Fairway Ave	3500	Price, Henry Jr	453 Fairway Ave	Elmira, NY 14904
100.09-5-46	453 Fairway Ave	80450	Price, Henry J. Jr	453 Fairway Ave	Elmira, NY 14904
100.09-6-26	454 Fairway Ave	119250	Collum, Denise L.	454 Fairway Ave	Elmira, NY 14904
100.09-5-45	455 Fairway Ave	3500	Sullivan, Joseph T.	148 Decker Rd	Lowman, NY 14861
100.09-5-44	457 Fairway Ave	10900	Sullivan, Joseph T.	148 Decker Rd	Lowman, NY 14861
100.09-5-43	459 Fairway Ave	62450	Whitman, Barbara	459 Fairway Ave	Elmira, NY 14904
100.09-5-42	461 Fairway Ave	4050	Whitman, Barbara	459 Fairway Ave	Elmira, NY 14904
100.09-5-41	463 Fairway Ave	3500	Harper, Brett D.	522 Schuyler Ave	Elmira, NY 14904
100.09-5-40	465 Fairway Ave	3500	Harper, Brett D.	522 Schuyler Ave	Elmira, NY 14904
100.09-5-39	467 Fairway Ave	3500	Perry, Jeffrey A.	819 Sunset Dr	Elmira, NY 14905
100.09-5-38	469 Fairway Ave	3500	Bailey, Kathryn	530 Schuyler Ave	Elmira, NY 14904
100.09-3-43	472 Fairway Ave	98600	Moore, Richard	472 Fairway Ave	Elmira, NY 14904
100.09-3-33	475 Fairway Ave	7850	Carpenter, Matthew M.	534 Schuyler Ave	Elmira, NY 14904
100.09-3-31	479 Fairway Ave	3500	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.09-3-30	481 Fairway Ave	3500	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.10-1-30	482 Fairway Ave	3800	Maynard, Joseph	489 Milton St	Elmira, NY 14904
100.09-3-29	483 Fairway Ave	7750	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.10-1-29	484 Fairway Ave	3800	Maynard, Joseph	489 Milton St	Elmira, NY 14904
100.09-3-28	485 Fairway Ave	3500	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.10-1-28	486 Fairway Ave	3800	Maynard, Joseph	489 Milton St	Elmira, NY 14904
100.09-3-27	487 Fairway Ave	3500	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.10-1-27	488 Fairway Ave	3800	Maynard, Joseph	489 Milton St	Elmira, NY 14904

100.09-3-26	489 Fairway Ave	3500	Rohr, Charles R. Jr	546 Schuyler Ave	Elmira, NY 14904
100.10-1-26	490 Fairway Ave	3800	Maynard, Joseph	489 Milton St	Elmira, NY 14904
100.09-3-25	491 Fairway Ave	3500	Conley, Roy M. Jr	622 Reynolds St	Elmira, NY 14904
100.09-3-24	493 Fairway Ave	3500	Conley, Roy M. Jr	622 Reynolds St	Elmira, NY 14904
100.09-3-23	495 Fairway Ave	3500	Hockstaff, Jean	17358 Berwick Turnpike	Gillett, PA 16925
100.09-3-22	497 Fairway Ave	92750	Hockstaff, Jean	17358 Berwick Turnpike	Gillett, PA 16925
100.09-3-21	501 Fairway Ave	3500	Conley, Roy M. Jr	622 Reynolds St	Elmira, NY 14904
100.09-3-20	503 Fairway Ave	3500	Andrus, Lois Estate	507 Fairway Ave	Elmira, NY 14904
100.10-1-15	505 Fairway Ave	3500	Andrus, Lois Estate	507 Fairway Ave	Elmira, NY 14904
100.10-1-16	507 Fairway Ave	54500	Andrus, Lois Estate	507 Fairway Ave	Elmira, NY 14904
100.10-1-17	509 Fairway Ave	3500	Andrus, Lois Estate	507 Fairway Ave	Elmira, NY 14904
100.10-1-18	511 Fairway Ave	3500	Narosky, Raymond J.	622 Schuyler Ave	Elmira, NY 14904
100.10-1-25	624 Fairway Ave	6900	Maynard, Joseph A. Jr.	489 Milton St	Elmira, NY 14904
100.09-1-60	405 Phoenix Ave	120000	Seventh Day Adventists,	1302 W First St	Elmira, NY 14905
100.09-4-1	406 Phoenix Ave	61700	Seeley, Kellie J.	406 Phoenix Ave	Elmira, NY 14904
100.09-1-59	407 Phoenix Ave	66150	Mullen, Daniel V.	407 Phoenix Ave	Elmira, NY 14904
100.09-4-2	408 Phoenix Ave	55650	Granger, Lee	408 Phoenix Ave	Elmira, NY 14904
100.09-1-58	409 Phoenix Ave	69850	Bell, Jared	409 Phoenix Ave	Elmira, NY 14904
100.09-4-3	410 Phoenix Ave	2750	Granger, Lee	408 Phoenix Ave	Elmira, NY 14904
100.09-1-57	411 Phoenix Ave	69000	Ayanfodun, Babatunde	523 W Broad St	Horseheads, NY 14845
100.09-4-4	412 Phoenix Ave	2750	Granger, Joyce A.	436 Phoenix Ave	Elmira, NY 14904
100.09-1-56	413 Phoenix Ave	78750	Larison, Doris	413 Phoenix Ave	Elmira, NY 14904
100.09-4-5	414 Phoenix Ave	59900	Granger, Joyce A.	436 Phoenix Ave	Elmira, NY 14904
100.09-4-6	416 Phoenix Ave	74750	White, Matthew J.	416 Phoenix Ave	Elmira, NY 14904
100.09-1-55	417 Phoenix Ave	90850	Gallik Dillman, Donna	320 Osborne Hill Rd	Herkimer, NY 13350
100.09-4-7	418 Phoenix Ave	67100	Osgood, Kristopher M.	418 Phoenix Ave	Elmira, NY 14904
100.09-1-54	419 Phoenix Ave	42000	Ruth, Norma J.	419 Phoenix Ave	Elmira, NY 14904
100.09-4-8	420 Phoenix Ave	89350	Kramer, Kelly L.	420 Phoenix Ave	Elmira, NY 14904
100.09-1-53	421 Phoenix Ave	60400	Kingsley, Robin M.	421 Phoenix Ave	Elmira, NY 14904
100.09-1-52	423 Phoenix Ave	54900	Hoose, Cynthia Shaylor	423 Phoenix Ave	Elmira, NY 14904
100.09-4-9	424 Phoenix Ave	108000	Patykula, John J.	424 Phoenix Ave	Elmira, NY 14904
100.09-1-51	425 Phoenix Ave	62950	Lawson, Dorsey A.	425 Phoenix Ave	Elmira, NY 14904
100.09-1-50	427 Phoenix Ave	36900	Castle, Laura L.	427 Phoenix Ave	Elmira, NY 14904
100.09-4-10	428 Phoenix Ave	67100	Keller, Kathleen R.	428 Phoenix Ave	Elmira, NY 14904
100.09-1-49	429 Phoenix Ave	67650	Simons, John F.	429 Phoenix Ave	Elmira, NY 14904
100.09-4-11	430 Phoenix Ave	50250	Service, Christopher S.	8 Meadowbrook Park Ea	Horseheads, NY 14845
100.09-1-48	431 Phoenix Ave	66900	Matthews, Jason	431 Phoenix Ave	Elmira, NY 14904
100.09-4-12	432 Phoenix Ave	64350	Stermer, Heather C.	432 Phoenix Ave	Elmira, NY 14904
100.09-1-47	433 Phoenix Ave	61800	Alchimowicz, Christy J.	433 Phoenix Ave	Elmira, NY 14904
100.09-4-13	434 Phoenix Ave	42000	Shearer, Lester T.	434 Phoenix Ave	Elmira, NY 14904
100.09-1-46	435 Phoenix Ave	50650	Eastwood, John L.	435 Phoenix Ave	Elmira, NY 14904
100.09-4-14	436 Phoenix Ave	67950	Granger, Joyce A.	436 Phoenix Ave	Elmira, NY 14904
100.09-1-45	437 Phoenix Ave	60300	Sproule, Megan L.	437 Phoenix Ave	Elmira, NY 14904
100.09-4-15	438 Phoenix Ave	2750	Granger, Joyce A.	436 Phoenix Ave	Elmira, NY 14904
100.09-1-44	439 Phoenix Ave	60400	Richtmyer, Sarah C.	439 Phoenix Ave	Elmira, NY 14904
100.09-4-16	440 Phoenix Ave	2750	Ordway, Christopher D.	442 Phoenix Ave	Elmira, NY 14904
100.09-4-17	442 Phoenix Ave	52050	Ordway, Christopher D.	442 Phoenix Ave	Elmira, NY 14904
100.09-1-42	443 Phoenix Ave	73800	Urbaniak, Shirley	443 Phoenix Ave	Elmira, NY 14904
100.09-4-18	444 Phoenix Ave	61700	Smith, Mark E.	4124 Route 328	Millerton, PA 16936
100.09-4-19	446 Phoenix Ave	38600	Hansen, Kenneth A.	15 Benjamin Rd	Horseheads, NY 14845
100.09-4-20	448 Phoenix Ave	71000	Rice, Michael	448 Phoenix Ave	Elmira, NY 14904
100.09-4-23	500 Phoenix Ave	36350	MacNeal, Ryan P.	500 Phoenix Ave	Elmira, NY 14904
100.09-1-40	501 Phoenix Ave	62650	Kirsch, Samuel E.	501 Phoenix Ave	Elmira, NY 14904
100.09-4-24	502 Phoenix Ave	55950	JBT Properties LLC,	2916 Woodward Ln	Winterhaven, FL 33884
100.09-1-39	503 Phoenix Ave	59450	Kelley, Larry P.	503 Phoenix Ave	Elmira, NY 14904
100.09-4-25	504 Phoenix Ave	66050	Squires, Bert	504 Phoenix Ave	Elmira, NY 14904
100.09-1-38	505 Phoenix Ave	57750	Kane, Andrew J.	505 Phoenix Ave	Elmira, NY 14904
100.09-4-26	506 Phoenix Ave	45600	Manwaring, Michael A. Sr	1150 Richard St	Elmira, NY 14904
100.09-1-36	509 Phoenix Ave	44500	Barnes, John	1680 North Rd	Lawrenceville, PA 16929
100.09-4-28	510 Phoenix Ave	61600	Strobridge, Bryce	510 Phoenix Ave	Elmira, NY 14904
100.09-1-35	513 Phoenix Ave	91350	Youngs, Jairus S.	513 Phoenix Ave	Elmira, NY 14904
100.09-4-30	514 Phoenix Ave	56300	Ferriter, Tara L.	514 Phoenix Ave	Elmira, NY 14904
100.09-1-33	515 Phoenix Ave	53200	Bush, Vicky	515 Phoenix Ave	Elmira, NY 14904
100.09-1-32	519 Phoenix Ave	91050	Schlosser, Darlene	519 Phoenix Ave	Elmira, NY 14904
100.09-4-33	520 Phoenix Ave	70400	DeRico-Karam, Gladys R.	520 Phoenix Ave	Elmira, NY 14904

100.09-4-34	522 Phoenix Ave	101650	Dawson, Kenneth E. II	522 Phoenix Ave	Elmira, NY 14904
100.09-1-31	523 Phoenix Ave	70900	Mase, Keith J.	523 Phoenix Ave	Elmira, NY 14904
100.09-2-22	527 Phoenix Ave	79900	Lilley, Lisa	122 Glen Ave	Elmira, NY 14905
100.09-2-43	528 Phoenix Ave	57150	McKenzie, Frank	6560 Marsham Dr	Atlanta, GA 30349
100.09-2-23	531 Phoenix Ave	90850	Green, Charles R. Jr	531 Phoenix Ave	Elmira, NY 14904
100.09-2-24	535 Phoenix Ave	2750	Marrone, Michael	542 Gaines St	Elmira, NY 14904
100.09-2-40	536 Phoenix Ave	6800	Ward, Martin	766 S Main St	Elmira, NY 14904
100.09-2-39	538 Phoenix Ave	2750	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-38	540 Phoenix Ave	2750	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-27	541 Phoenix Ave	92950	Laimfiesta, Carlos E.	541 Phoenix Ave	Elmira, NY 14904
100.09-2-37	542 Phoenix Ave	2750	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-36	544 Phoenix Ave	2750	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-35	546 Phoenix Ave	73250	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-34	548 Phoenix Ave	2750	Minotti, Thomas	546 Phoenix Ave	Elmira, NY 14904
100.09-2-31	549 Phoenix Ave	58300	Zimmer, Gale	549 Phoenix Ave	Elmira, NY 14904

Appendix C

USDA NRCS Soil Survey Report



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Chemung County, New York**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

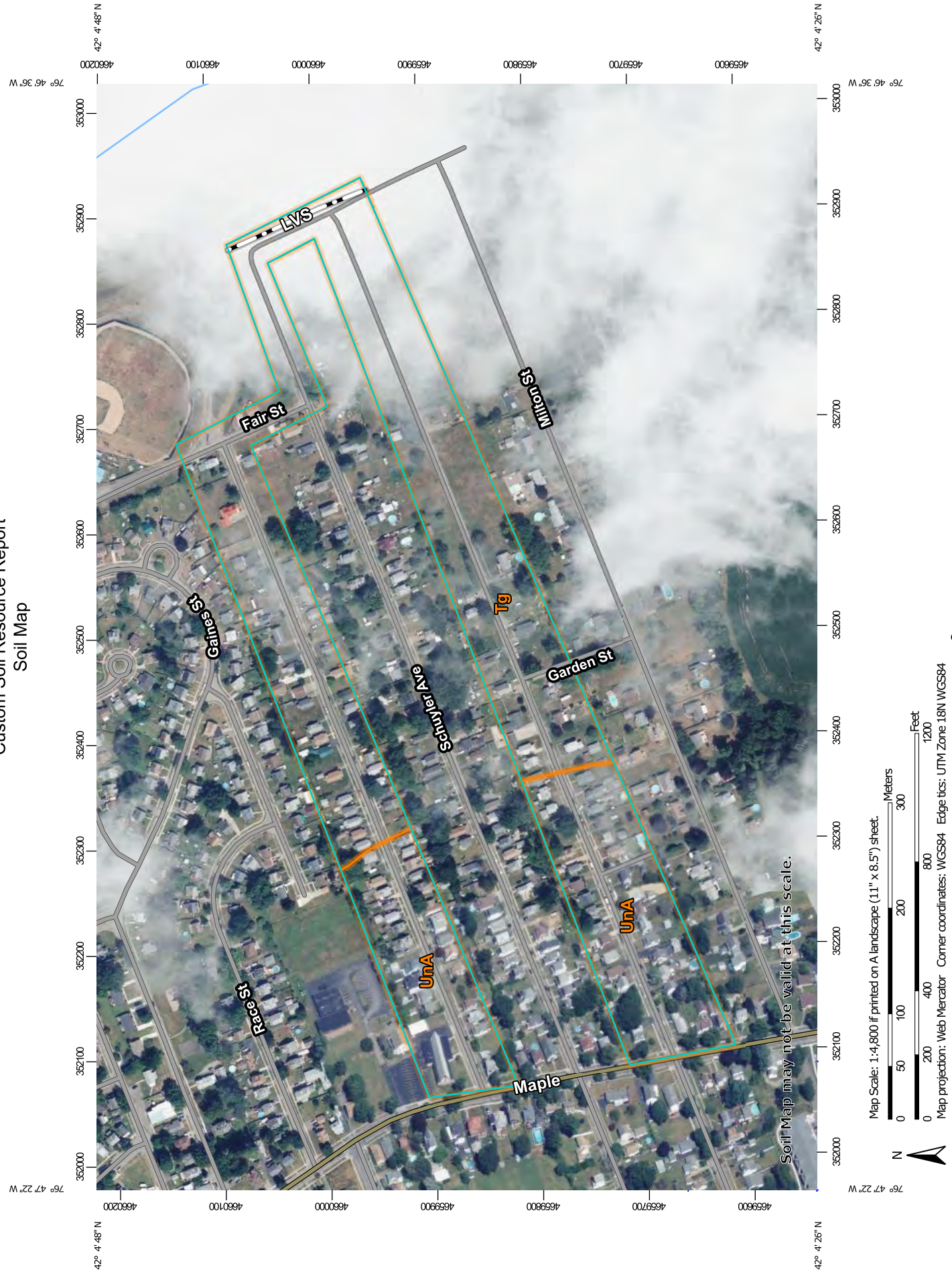
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Chemung County, New York
Survey Area Data: Version 19, Aug 29, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 1, 2020—Oct 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Tg	Tioga silt loam	20.7	63.9%
UnA	Unadilla silt loam, 0 to 3 percent slopes	11.7	36.0%
Totals for Area of Interest		32.4	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Chemung County, New York

Tg—Tioga silt loam

Map Unit Setting

National map unit symbol: 9qq4
Elevation: 600 to 1,800 feet
Mean annual precipitation: 33 to 38 inches
Mean annual air temperature: 43 to 48 degrees F
Frost-free period: 100 to 170 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Tioga and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tioga

Setting

Landform: Flood plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loamy alluvium

Typical profile

H1 - 0 to 8 inches: silt loam
H2 - 8 to 36 inches: silt loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 36 to 72 inches
Frequency of flooding: OccasionalNone
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Available water supply, 0 to 60 inches: Moderate (about 8.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 1
Hydrologic Soil Group: A
Ecological site: F140XY013PA - High Floodplain
Hydric soil rating: No

Minor Components

Chenango

Percent of map unit: 4 percent
Hydric soil rating: No

Papakating (wayland)

Percent of map unit: 4 percent

Landform: Flood plains

Hydric soil rating: Yes

Unadilla

Percent of map unit: 4 percent

Hydric soil rating: No

Middlebury

Percent of map unit: 4 percent

Hydric soil rating: No

Williamson

Percent of map unit: 4 percent

Hydric soil rating: No

UnA—Unadilla silt loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 9qq7

Elevation: 600 to 1,800 feet

Mean annual precipitation: 33 to 38 inches

Mean annual air temperature: 43 to 48 degrees F

Frost-free period: 100 to 170 days

Farmland classification: All areas are prime farmland

Map Unit Composition

Unadilla and similar soils: 75 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Unadilla

Setting

Landform: Lake plains

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Glaciolacustrine deposits, eolian deposits, or old alluvium, comprised mainly of silt and very fine sand

Typical profile

H1 - 0 to 8 inches: silt loam

H2 - 8 to 31 inches: silt loam

C - 31 to 42 inches: silt loam

2C - 42 to 60 inches: stratified gravelly sand

Properties and qualities

Slope: 0 to 3 percent

Custom Soil Resource Report

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent

Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 1

Hydrologic Soil Group: B

Hydric soil rating: No

Minor Components

Unnamed soils

Percent of map unit: 5 percent

Hydric soil rating: No

Wallington

Percent of map unit: 5 percent

Hydric soil rating: No

Tioga

Percent of map unit: 5 percent

Hydric soil rating: No

Williamson

Percent of map unit: 5 percent

Hydric soil rating: No

Howard

Percent of map unit: 5 percent

Hydric soil rating: No

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Custom Soil Resource Report

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Appendix D

Estimated Debt Service Projections

FAIRWAY AVENUE AND PHOENIX AVENUE SANITARY SEWER DISTRICT EXTENSION

CONSTRUCTION COST ESTIMATE TOWN OF SOUTHPORT, NEW YORK FE PROJECT #2017-030

<u>Description</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Mobilization/Bonds/Insurance	1	LS	\$25,000	\$ 25,000.00
8-inch Gravity Sanitary Sewer	4,700	LF	\$90.00	\$ 423,000.00
6-inch Laterals	2,500	LF	\$65.00	\$ 162,500.00
4-foot Diameter Manholes	13	LF	\$7,500	\$ 97,500.00
Grinder Pump Station	1	Each	\$150,000	\$ 150,000.00
2-inch Force Main	320	LF	\$60.00	\$ 19,200.00
Town Street Trench Restoration	7,500	LF	\$35.00	\$ 262,500.00
Topsoil Restoration	1,000	LF	\$12.00	\$ 12,000.00
Utility Relocation Allowance	1	Each	\$20,000	\$ 20,000.00
General Allowance	1	Each	\$35,000	\$ 35,000.00
Connection to CCESD	1	Each	\$10,000	\$ 10,000.00
		Subtotal	\$	1,216,700.00
Contingency			\$	122,055.00
Engineering Design			\$	85,000.00
Construction Inspection			\$	105,000.00
		Total Cost	\$	1,528,755.00

Total Assessed Value of Area:	\$6,972,000.00	\$6,972.00
Average Property Assessment:	\$48,417	
Total Project Cost:	\$1,528,755	
WQIP Grant:	\$1,040,000	
Net Project Cost to be Financed:	\$488,755	
Total Annual Cost (First Year):	\$28,095.00	
Existing CCESD Charges:	\$0.49 per \$1,000 AV	
Existing CCESD Charges:	\$23.72 per year for typical home	
Typical Home Usage Charges (Per CCESD):	\$261.60 per year for typical home	
Phoenix/Fairway Area New District Extension Bonding:	\$4.03 per \$1,000 AV	
Existing CCESD Debt Service/Usage Charges:	\$285.32 per year for typical home	
Phoenix/Fairway Area typical Annual Property Charge:	\$195.10 per year for typical home	

Assumes Financing of 4.5% at 34-year rate.

Total Annual Charges for typical Property: \$480.43 per year for typical home

Loan Amount = \$488,755
 Loan Term = 34 Years
 Interest Rate = 4.5%
 Compound = Monthly (APR)
 Pay Back = Yearly

S.N.	Beginning Balance	Interest	Principal	Total Debt Service	Ending Balance	Annual Cost per EDU
1	\$488,755.00	\$21,866.56	\$6,228.42	\$28,094.98	\$482,526.58	\$195.10
2	\$482,526.58	\$21,580.42	\$6,514.55	\$28,094.97	\$476,012.03	\$195.10
3	\$476,012.03	\$21,281.15	\$6,813.83	\$28,094.98	\$469,198.21	\$195.10
4	\$469,198.21	\$20,968.12	\$7,126.85	\$28,094.97	\$462,071.36	\$195.10
5	\$462,071.36	\$20,640.71	\$7,454.26	\$28,094.97	\$454,617.10	\$195.10
6	\$454,617.10	\$20,298.27	\$7,796.71	\$28,094.98	\$446,820.39	\$195.10
7	\$446,820.39	\$19,940.09	\$8,154.89	\$28,094.98	\$438,665.51	\$195.10
8	\$438,665.51	\$19,565.45	\$8,529.52	\$28,094.97	\$430,135.99	\$195.10
9	\$430,135.99	\$19,173.61	\$8,921.36	\$28,094.97	\$421,214.62	\$195.10
10	\$421,214.62	\$18,763.76	\$9,331.21	\$28,094.97	\$411,883.41	\$195.10
11	\$411,883.41	\$18,335.09	\$9,759.88	\$28,094.97	\$402,123.53	\$195.10
12	\$402,123.53	\$17,886.72	\$10,208.25	\$28,094.97	\$391,915.28	\$195.10
13	\$391,915.28	\$17,417.76	\$10,677.22	\$28,094.98	\$381,238.06	\$195.10
14	\$381,238.06	\$16,927.25	\$11,167.73	\$28,094.98	\$370,070.34	\$195.10
15	\$370,070.34	\$16,414.20	\$11,680.77	\$28,094.97	\$358,389.57	\$195.10
16	\$358,389.57	\$15,877.59	\$12,217.38	\$28,094.97	\$346,172.19	\$195.10
17	\$346,172.19	\$15,316.33	\$12,778.65	\$28,094.98	\$333,393.54	\$195.10
18	\$333,393.54	\$14,729.28	\$13,365.69	\$28,094.97	\$320,027.85	\$195.10
19	\$320,027.85	\$14,115.26	\$13,979.71	\$28,094.97	\$306,048.13	\$195.10
20	\$306,048.13	\$13,473.03	\$14,621.94	\$28,094.97	\$291,426.20	\$195.10
21	\$291,426.20	\$12,801.30	\$15,293.67	\$28,094.97	\$276,132.53	\$195.10
22	\$276,132.53	\$12,098.72	\$15,996.26	\$28,094.98	\$260,136.27	\$195.10
23	\$260,136.27	\$11,363.85	\$16,731.12	\$28,094.97	\$243,405.15	\$195.10
24	\$243,405.15	\$10,595.23	\$17,499.75	\$28,094.98	\$225,905.41	\$195.10
25	\$225,905.41	\$9,791.29	\$18,303.68	\$28,094.97	\$207,601.73	\$195.10
26	\$207,601.73	\$8,950.42	\$19,144.55	\$28,094.97	\$188,457.18	\$195.10
27	\$188,457.18	\$8,070.93	\$20,024.05	\$28,094.98	\$168,433.13	\$195.10
28	\$168,433.13	\$7,151.03	\$20,943.95	\$28,094.98	\$147,489.18	\$195.10
29	\$147,489.18	\$6,188.86	\$21,906.11	\$28,094.97	\$125,583.07	\$195.10
30	\$125,583.07	\$5,182.50	\$22,912.47	\$28,094.97	\$102,670.60	\$195.10
31	\$102,670.60	\$4,129.91	\$23,965.07	\$28,094.98	\$78,705.54	\$195.10
32	\$78,705.54	\$3,028.96	\$25,066.02	\$28,094.98	\$53,639.52	\$195.10
33	\$53,639.52	\$1,877.43	\$26,217.55	\$28,094.98	\$27,421.97	\$195.10
34	\$27,421.97	\$673.00	\$27,421.97	\$28,094.97	\$0.00	\$195.10

Payment Every Year = **\$28,094.98**
 Total of 34 Payments = **\$955,228.98**
 Total Interest = **\$466,474.08**

Appendix E

Public Participation and

Petition to Extend District



TOWN OF SOUTHPORT

1139 Pennsylvania Avenue • Elmira New York 14904

Area Code 607

Supervisor

734-1548

Town Clerk

734-1548

Assessor

734-4424

Bookkeeper

737-5270

Building/Zoning

737-5268

Drainage

737-5269

Highway

733-5467

Fax: 737-7891

Justice Court

734-4446

Police

734-3637

**Recreation/
Youth Services**

732-4265

**Senior Citizens/
Community Center**

732-1410

Town Hall

Fax: 737-5267

August 18, 2023

Honorable Mark Margeson
Chemung County Legislature Chairman
P.O. Box 588
Elmira, NY 14902-0588

Dear Chairman Margeson,

After receiving petitions from property owners in the Phoenix- Fairway neighborhood The Town Board of the Town of Southport passed a resolution requesting that the County Legislature and the Chemung County Elmira Sewer District consider extending the district boundaries to include this area.

Please find the petitions and other pertinent information for your review. Signatures on these petitions represent more than 66% of the Assessed Values of properties in the proposed expansion area. At a recent meeting on August 2, 2023 many people confirmed their desire to move forward noting the close proximity to the Milton Street Treatment Facility as well as operational issues with their current on-lot system.

As you may know in the mid 1970's referendums were held to determine interest in expanding sewer service in the Town. Both of those referendums failed. Since that time the Town has applied for grants to offset the costs of these projects as neighborhoods express interest. For this particular project the Town has received a Water Quality Improvement Grant in the amount of \$1,040,000 to offset construction costs. Additionally, an application for a WIIA Grant was recently submitted.

Fagan Engineers will be submitting a District Extension Report for your review. We thank you for the opportunity to submit this request. Please contact me if you have any questions about the information submitted by the Town.

Sincerely,

Kathleen Szerszen, Deputy Supervisor
kszerszen@townofsouthport.com (607) 734-1548 (607) 738-5306 - cell

Resolution adopted by the Town Board of the Town of Southport at a meeting thereof held on August 8, 2023.

RESOLUTION NO. 127-2023

AUTHORIZING THE TOWN OF SOUTHPORT TO PETITION THE CHEMUNG COUNTY ELMIRA SEWER DISTRICT AND THE CHEMUNG COUNTY LEGISLATURE TO EXTEND THE DISTRICT BOUNDARIES TO INCLUDE THE FAIRWAY-PHOENIX PROJECT AREA

Resolution by: Hurley
Seconded by: Steed

WHEREAS, the Town of Southport has received copies of written petitions requesting that certain lands located in the Fairway-Phoenix Project area of the Town of Southport, Chemung County, New York and as more particularly described in an engineering report by Fagan Engineers, 113 East Chemung Place, Elmira, New York, be included in the Chemung County Elmira Sewer District, and

WHEREAS, the Residents of the proposed district extension desires the Chemung County Elmira Sewer District and the Chemung County Legislature take such action as may be necessary to extend the district boundaries to include the Fairway-Phoenix Project area of the Town of Southport, and

WHEREAS, the expense occasioned by the expansion of the Chemung County Elmira Sewer District to include the Fairway-Phoenix Project area of the Town of Southport shall be assessed, levied and collected from the several lots and parcels of land within the district in proportion as nearly may be to the benefit which each lot or parcel of land in the district shall derive therefrom.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport does hereby ratify and affirm all of the aforesaid as more fully stated therein, and be it further

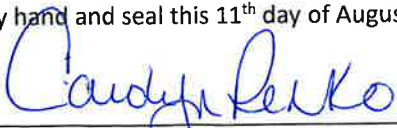
RESOLVED, that the Town Clerk of the Town of Southport be and hereby is authorized and directed pursuant to Section 253 of the County Law to execute a Petition of the extension of the Chemung County Elmira Sewer District into the Fairway-Phoenix Project area of the Town of Southport, and

RESOLVED, that the Town Clerk will forward the petitions of the Residents of the proposed extension to the Chemung County Legislature for their approval of the Sewer District Extension.

AYES: Hurley, Steed, Williams, Roman
NOES: None
ABSENT: Gunderman
CARRIED.

I, Carolyn A. Renko, Town Clerk of the Town of Southport, New York, do hereby certify that I have compared the foregoing with the resolution duly adopted by the Town Board of the Town of Southport on the 8th day of August, 2023, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of August, 2023.



Carolyn A. Renko, Town Clerk

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

We recognize that installation of a sewage collection system will result in an additional tax liability to us, the property owners, and are willing to accept that obligation.

Date	Name	Address
1. 10/7/20	Tammy L. O'Neil	507 Fairway Ave
2. 10-8-20	John Doe	472 Fairway Ave
3. 10-8-20	Bob Whitman	459 Fairway Ave
4. 10-8-20	Denise Cokum	454 Fairway Ave
5. 10-8-20	Sherry Price	448 Fairway Ave
6. 10-8-20	Henry Price	453 Fairway Ave
7. 10-8-20	Timothy Parsons	441 Fairway Ave
8. 10-8-20	John Doe	449 FAIRWAY AVE
9. 10-8-20	Edward Ackley	445 Fairway Ave
10. 10-8-20	Ann Conklin	436 Fairway Ave
11. 10-9-20	Bob Drace	437 Fairway Ave
12. 10-9-20	Paul Wree	434 Fairway Ave.
13. 10-9-20	Tonya E. Jones	430 Fairway Ave.
14. 10-9-20	Wendy Jackson	428 FAIRWAY AVE.
15. 10-9-20	Yvonne Yorkes	426 Fairway
16. 10-9-20	Chris Jacobson	420 Fairway Ave.
17. 10/9/20	Mr. Manzo	422 Fairway Ave.
18. 10/9/20	Pam Sinton	419 Fairway Ave

STATEMENT OF WITNESS

I, (name of witness) Ken Dawson
 reside at (residence address) 522 PHOENIX AVENUE ELMIRA NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 18 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date

August 27, 2023

Signature of Witness

Sheet Number 1

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

We recognize that installation of a sewage collection system will result in an additional tax liability to us, the property owners, and are willing to accept that obligation.

Date	Name	Address
1. 3/30/19	Trevor Granger	414 Phoenix Ave
2. 3/30/19	JIMMIE RUSIN	514 PHOENIX AVE
3. 3/30/19	Rebecca Wilson	505 Phoenix Ave
4. 3/30/19	Jack Lee	503 Phoenix Ave
5. 3/30/2019	Bob Brill	501 Phoenix Ave
6. 3/30	Shirley Urbanich	443 Phoenix Ave.
7. 3-31-19	Meith Mase	523 Phoenix Ave
8. 3/31/19	Saurus Youngs	513 Phoenix Ave
9. 4-1-19	Harold DeCamp	439 Phoenix Ave
10. 4-1-19	Al DeCamp	449 Phoenix Ave
11. 4/1/19	Tom DeCamp	435 Phoenix Ave.
12. 3-31-19	Christy Alchimowicz	433 Phoenix Ave.
13. 3-31-19	Moh Mar	431 Phoenix Ave
14. 3-31-19	Daphn Simone	429 Phoenix Ave
15. 3-31-19	Nicole Lawson	425 Phoenix Ave
3/31/19 16. Debra	Green	421 Phoenix Ave
17. 3-31-19	Donald Muth	407 Phoenix Ave
18. 3-31-19	Michelle Patykula	424 Phoenix Ave

STATEMENT OF WITNESS

I, (name of witness) JEN DAWSON
 reside at (residence address) 522 PHOENIX AVENUE ELIMIRA NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 15 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date

AUGUST 02, 2023

Signature of Witness

[Handwritten Signature]

Sheet Number

2

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

We recognize that installation of a sewage collection system will result in an additional tax liability to us, the property owners, and are willing to accept that obligation.

Date	Name	Address
1. 3-1-19	Seth Wicks	428 Phoenix Ave
2. 4-3-19	Rich Ricks	427 Phoenix Ave
3. 4-1-19	L. Currie	430 Phoenix Ave
4. 4-2-19	[Signature]	469 Phoenix Ave
5. 4/3/19	[Signature] (A. Tward)	216 Webster
6. 4/4/19	[Signature]	437 Phoenix Ave
7. 4/22	[Signature]	436 Phoenix Ave
8. 5/9/19	[Signature]	419 Phoenix Ave
9. 5/2/19	[Signature]	515 Phoenix Ave
10. 8-2-23	[Signature]	421 Phoenix Ave
11. 8/2/23	Tara Lynn Ferriter	514 Phoenix Ave
12. 8/2/23	Donna Lee Helsey	519 Phoenix Ave
13.		
14.		
15.		
16.		
17.		
18.		

STATEMENT OF WITNESS

I, (name of witness) [Signature]
 reside at (residence address) 522 PHOENIX AVENUE ELmira NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 11 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date August 02, 2023

Signature of Witness [Signature]

Sheet Number 3

Town of Southport Petition for Sewer Service

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5. 7-10-18	Gladys DeRico	520 Phoenix Ave
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7. 14-10-18	CARLOS LAINFESTA	541 PHOENIX AVE
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9. 10-14-18	Yvonne	500 Phoenix AVE
10. 10-14-18	Maria Rice	448 Phoenix Ave
11. 10-16-18	Shawn Mulvey #	515 Phoenix Ave
12. 11-1-18	Tom Muroth	546 Phoenix Ave
13. 3-30-19	Bert Squire	504 Phoenix Ave
14. 3/30/19	Christopher D. Ordway	442 Phoenix Ave
15. 3/30/19	Lois Steward	434 Phoenix Ave
16. 3/30/19	Walter	432 PHOENIX AVE
17. 3/30/19	Kris Osgood	418 Phoenix Ave
18. 3/30/19	Matt White	416 Phoenix Ave

STATEMENT OF WITNESS

I, (name of witness) [Signature]
 reside at (residence address) 522 PHOENIX AVENUE ELMIRA, NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 17 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date August 02, 2023

Signature of Witness [Signature] [Signature]

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

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5. 10/9/2020	Jessica Turner	410 Fairway Ave.
6. 10/9/2020	Sara Denier (1)	407 Fairway Avenue
7. 10/09/2020	JACOB CARPENTER	413 FAIRWAY AVENUE
8. 10-10-20	TOM GUSH	411 FAIRWAY AVE
9. 1/4/21	Tina Baumgartner	409 Fairway Ave
10. 1/4/21	Rick Bates	425 Fairway Avenue
11. 8/2/23	Andrew Kane	505 Phoenix Ave
12. 8/2/23	Matthew Olce	505 Phoenix Ave
13. 8-2-23	Cynthia Shaylor	423 Phoenix Ave
14. 8-2-23	Heather Tarry	432 Phoenix Ave
15.		
16.		
17.		
18.		

STATEMENT OF WITNESS

I, (name of witness) Don Dawson
 reside at (residence address) 522 PHOENIX AVE ELMIRA NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 13 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date

August 02, 2023

Signature of Witness

Sheet Number

5

August 2023 – Phoenix/Fairway Avenue Neighborhood Sewer Expansion Project

Background Information

In December 2017 the Town was awarded a Wastewater Engineering Study Grant for your neighborhood. The study provided preliminary information about the scope and impacts of a potential wastewater extension as well as putting us in a better position to receive future grants to assist with actual construction. The Town was awarded a grant in the amount of \$1,040,000 in December 2021 after a previous application in 2020 did not receive funding. There was also some optimism for additional money in 2022 that did not materialize.

Current Status

The Town has received a petition with 73 signatures of property owners requesting this extension. The Town Board will review this request at their meeting on August 8. Upon approval the petitions and the District Extension Report with Engineered Drawings describing the project will be forwarded to the County Sewer District and County Legislature for review. A public hearing will be held and the Legislature will then vote on whether to approve this extension to the Chemung County Elmira Sewer District.

The resolution to approve the project is subject to a permissive referendum. That means if one hundred or five percent (whichever number is less) of the owners of real property who reside within the proposed extension district boundaries file a petition, then a public vote on the issue must be held.

Construction

Once approvals are granted, the project will be put out for bid early next year with construction in the spring and/or summer.

Project Costs

The total project cost is estimated at \$1,585,755. The construction related costs would be reduced by the grant. We estimate the remaining costs to be \$545,755 and they would be financed by a bond for 34 years with an annual interest rate of 4.5%.



Community Progress, Inc.

147 E. Second Street
Corning, NY 14830
(607) 962-3506



26 Bridge Street
Corning, NY 14830
(607) 654-7487
info@ArborDevelopment.org



Home Repairs
150 French Rd.
Rochester, NY 14618
Phone: (585) 657-4114
E-mail: Sheen2@rochester.rr.com



Home Repair
Loans and Grants
415 W. Morris St
Bath, NY 14810
(607) 776-7398 x4

<https://www.rd.usda.gov/programs-services/single-family-housing-programs/single-family-housing-repair-loans-grants>

TOWN OF SOUTHPORT
SEWER MEETING
SOUTHPORT FIRE DEPARTMENT
AUGUST 2, 2023
7:00 P.M.
SIGN IN SHEET

NAME

ADDRESS

Andrew Kane	Phoenix Ave
Math Oke	Phoenix Ave
Megaw Sproule	Phoenix Ave
Tim Cleveland	Phoenix Ave
Brenda Dawson	Phoenix Ave
Ken Dawson	Phoenix Ave
Wendy Jackson	Fairway Ave
JACK KANE	Fairway Ave
John & Jennifer Eastwood	Phoenix Ave
Jacob & Mike Marrone	Phoenix Ave
Nancy Reed	Fairway Ave
Tom & Judy Gush	411 Fairway Ave
Michael Manuaring	506 Phoenix
Vance Stroman	423 Phoenix ave
Jesus Youngs	513 Phoenix ave
Robin Kingsley	421 Phoenix Ave
Larry Ketch	503 Phoenix Ave
Tara Ferriter	514 Phoenix Ave

[illegible]



TOWN OF SOUTHPORT

1139 Pennsylvania Avenue • Elmira New York 14904

Area Code 607

Supervisor

734-1548

Town Clerk

734-1548

Assessor

734-4424

Bookkeeper

737-5270

Building/Zoning

737-5268

Drainage

737-5269

Highway

733-5467

Fax: 737-7891

Justice Court

734-4446

Police

734-3637

**Recreation/
Youth Services**

732-4265

**Senior Citizens/
Community Center**

732-1410

Town Hall

Fax: 737-5267

August 18, 2023

Honorable Mark Margeson
Chemung County Legislature Chairman
P.O. Box 588
Elmira, NY 14902-0588

Dear Chairman Margeson,

After receiving petitions from property owners in the Phoenix- Fairway neighborhood The Town Board of the Town of Southport passed a resolution requesting that the County Legislature and the Chemung County Elmira Sewer District consider extending the district boundaries to include this area.

Please find the petitions and other pertinent information for your review. Signatures on these petitions represent more than 66% of the Assessed Values of properties in the proposed expansion area. At a recent meeting on August 2, 2023 many people confirmed their desire to move forward noting the close proximity to the Milton Street Treatment Facility as well as operational issues with their current on-lot system.

As you may know in the mid 1970's referendums were held to determine interest in expanding sewer service in the Town. Both of those referendums failed. Since that time the Town has applied for grants to offset the costs of these projects as neighborhoods express interest. For this particular project the Town has received a Water Quality Improvement Grant in the amount of \$1,040,000 to offset construction costs. Additionally, an application for a WIIA Grant was recently submitted.

Fagan Engineers will be submitting a District Extension Report for your review. We thank you for the opportunity to submit this request. Please contact me if you have any questions about the information submitted by the Town.

Sincerely,

Kathleen Szerszen, Deputy Supervisor
kszerszen@townofsouthport.com (607) 734-1548 (607) 738-5306 - cell

Resolution adopted by the Town Board of the Town of Southport at a meeting thereof held on August 8, 2023.

RESOLUTION NO. 127-2023

AUTHORIZING THE TOWN OF SOUTHPORT TO PETITION THE CHEMUNG COUNTY ELMIRA SEWER DISTRICT AND THE CHEMUNG COUNTY LEGISLATURE TO EXTEND THE DISTRICT BOUNDARIES TO INCLUDE THE FAIRWAY-PHOENIX PROJECT AREA

Resolution by: Hurley
Seconded by: Steed

WHEREAS, the Town of Southport has received copies of written petitions requesting that certain lands located in the Fairway-Phoenix Project area of the Town of Southport, Chemung County, New York and as more particularly described in an engineering report by Fagan Engineers, 113 East Chemung Place, Elmira, New York, be included in the Chemung County Elmira Sewer District, and

WHEREAS, the Residents of the proposed district extension desires the Chemung County Elmira Sewer District and the Chemung County Legislature take such action as may be necessary to extend the district boundaries to include the Fairway-Phoenix Project area of the Town of Southport, and

WHEREAS, the expense occasioned by the expansion of the Chemung County Elmira Sewer District to include the Fairway-Phoenix Project area of the Town of Southport shall be assessed, levied and collected from the several lots and parcels of land within the district in proportion as nearly may be to the benefit which each lot or parcel of land in the district shall derive therefrom.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport does hereby ratify and affirm all of the aforesaid as more fully stated therein, and be it further

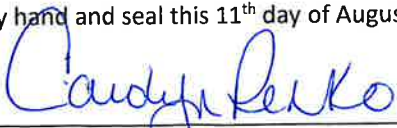
RESOLVED, that the Town Clerk of the Town of Southport be and hereby is authorized and directed pursuant to Section 253 of the County Law to execute a Petition of the extension of the Chemung County Elmira Sewer District into the Fairway-Phoenix Project area of the Town of Southport, and

RESOLVED, that the Town Clerk will forward the petitions of the Residents of the proposed extension to the Chemung County Legislature for their approval of the Sewer District Extension.

AYES: Hurley, Steed, Williams, Roman
NOES: None
ABSENT: Gunderman
CARRIED.

I, Carolyn A. Renko, Town Clerk of the Town of Southport, New York, do hereby certify that I have compared the foregoing with the resolution duly adopted by the Town Board of the Town of Southport on the 8th day of August, 2023, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of August, 2023.



Carolyn A. Renko, Town Clerk

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

We recognize that installation of a sewage collection system will result in an additional tax liability to us, the property owners, and are willing to accept that obligation.

Date	Name	Address
1. 10/7/20	Tammy L. O'Neil	507 Fairway Ave
2. 10-8-20	John Doe	472 Fairway Ave
3. 10-8-20	Bob Whitman	459 Fairway Ave
4. 10-8-20	Denise Cokum	454 Fairway Ave
5. 10-8-20	Sherry Price	448 Fairway Ave
6. 10-8-20	Henry Price	453 Fairway Ave
7. 10-8-20	Timothy Parsons	441 Fairway Ave
8. 10-8-20	John Doe	449 FAIRWAY AVE
9. 10-8-20	Edward Ackley	445 Fairway Ave
10. 10-8-20	Ann Conklin	436 Fairway Ave
11. 10-9-20	Bob Drace	437 Fairway Ave
12. 10-9-20	Paul Wree	434 Fairway Ave.
13. 10-9-20	Tonya & Jones	430 Fairway Ave.
14. 10-9-20	Wendy Jackson	428 FAIRWAY AVE.
15. 10-9/20	Yvonne Yorkes	426 Fairway
16. 10-9-20	Chris Jacobson	420 Fairway Ave.
17. 10/9/20	Mr. Manzo	422 Fairway Ave.
18. 10/9/20	Pam Sinton	419 Fairway Ave

STATEMENT OF WITNESS

I, (name of witness) Ken Dawson
 reside at (residence address) 522 PHOENIX AVENUE ELmira NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 18 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

I understand that this statement will be accepted for all purposes as the affidavit and, if it contains a material false statement, shall subject me to the same penalties as if I had been duly sworn.

Date

August 27, 2023

Signature of Witness

[Handwritten Signature]

Sheet Number 1

Town of Southport Petition for Sewer Service

We, the undersigned owners of taxable real property in the Town of Southport located on Phoenix and Fairway Avenues and Fair Street (see attached list), respectfully ask the Southport Town Board to petition the Chemung County Legislature to extend the Chemung County/Elmira City Sewer District for the purpose of treatment and disposal of sewage.

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Date	Name	Address
1. 3/30/19	Trevor Granger	414 Phoenix Ave
2. 3/30/19	JIMMIE BUSIN	514 PHOENIX AVE
3. 3/30/19	Rebecca Wilson	505 Phoenix Ave
4. 3/30/19	Jack Lee	503 Phoenix Ave
5. 3/30/2019	Bob Brill	501 Phoenix Ave
6. 3/30	Shirley Urbanich	443 Phoenix Ave.
7. 3-31-19	Meith Mase	523 Phoenix Ave
8. 3/31/19	Saurus Youngs	513 Phoenix Ave
9. 4-1-19	Harold DeCamp	439 Phoenix Ave.
10. 4-1-19	Al DeCamp	449 Phoenix Ave
11. 4/1/19	Tom DeCamp	435 Phoenix Ave.
12. 3-31-19	Christy Alchimowicz	433 Phoenix Ave.
13. 3-31-19	Moh Mar	431 Phoenix Ave
14. 3-31-19	Daphn Simone	429 Phoenix Ave.
15. 3-31-19	Nicole Lawson	425 Phoenix Ave
3/31/19 16. Debra Green	Green	421 Phoenix Ave
17. 3-31-19	Donald Muth	407 Phoenix Ave
18. 3-31-19	Michelle Patykula	424 PHOENIX AVE

STATEMENT OF WITNESS

I, (name of witness) JEN DAWSON
 reside at (residence address) 522 PHOENIX AVENUE ELIMINA NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 15 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

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Date

AUGUST 02, 2023

Signature of Witness

[Handwritten Signature]

Sheet Number

2

Town of Southport Petition for Sewer Service

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12. 8/2/23	Donna Lee Helsey	519 Phoenix Ave
13.		
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18.		

STATEMENT OF WITNESS

I, (name of witness) [Signature]
 reside at (residence address) 522 PHOENIX AVENUE ELmira NY

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Date August 02, 2023

Signature of Witness [Signature]

Sheet Number 3

Town of Southport Petition for Sewer Service

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15. 3/30/19	Lois Steward	434 Phoenix Ave
16. 3/30/19	Wendy	432 PHOENIX AVE
17. 3/30/19	Kris Osgood	418 Phoenix Ave
18. 3/30/19	Matt White	416 Phoenix Ave

STATEMENT OF WITNESS

I, (name of witness) [Signature]
 reside at (residence address) 522 PHOENIX AVENUE ELMIRA, NY

Each of the individuals whose names are subscribed to this petition sheet containing (fill in number) 17 signatures, subscribed the same in my presence on the dates above indicated and identified himself or herself to be the individual who signed this sheet.

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Date August 02, 2023

Signature of Witness [Signature] [Signature]

Town of Southport Petition for Sewer Service

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12. 8/2/23	Matthew Olce	505 Phoenix Ave
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14. 8-2-23	Heather Tarry	432 Phoenix Ave
15.		
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18.		

STATEMENT OF WITNESS

I, (name of witness) Don Dawson
 reside at (residence address) 522 PHOENIX AVE ELMIRA NY

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Date

August 02, 2023

Signature of Witness

Sheet Number 5



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending Chemung County Legislature Route Slip and Resolution Policy

Resolution #: 24-119
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

ATTACHMENTS:

File Name	Description	Type	Upload Date
Route Slip Resolution Policy v.3.pdf	Legislature Route Slip & Resolution Policy	Backup Material	2/13/2024

**Title: Chemung County Legislature Route Slip & Resolution Policy
(Adopted Resolution #_____)**

Purpose: To outline the procedure for members of Chemung County Government to prepare and submit requests for action by the Chemung County Legislature, which action items are approved by resolution.

Legal References: Chemung County Charter: sections 201 (3); and 203 (c), (d), (f), (m); and 302(b); and 309; and Article IV; and Article XX; and Article XXI; and Article XXIII.

Rules of Order and Procedure for the Chemung County Legislature (Resolution 08-100): Prefatory Recital before Rule I, and Rule III (JJ).

Policy:

- I. Recitals:
 - a. The Chemung County Legislature is the governing body of the County, and governs through resolutions that are discussed, voted on, and duly adopted by it.
 - b. A “route slip” is defined as a request for a resolution by the Legislature.
 - c. “Novus” is the computer system that the Chemung County Legislature presently uses to receive and review route slips, and to ensure that each item has sufficient explanation, documentation, and approvals. If the Legislature replaces the Novus system, this policy shall be updated accordingly.
 - d. Before route slips are added to a Legislative standing committee meeting agenda, they are reviewed and approved by the Chairperson, and assigned to the appropriate standing committee.
 - e. Route slips are to be received by the Legislature via Novus ten (10) calendar days before the standing committee meeting to which they apply, except upon exception granted by the Chairperson for good cause.
- II. Legislative Branch: Route slips generated by the Legislative Branch are to be input into Novus as directed by the Chairperson of the Legislature.
- III. Executive Branch:
 - a. Route slips generated by the Executive Branch are to be input into Novus as directed by the County Executive or, where appropriate by Chemung County Charter, by the elected head of an administrative unit.

b. Route slip items submitted through Novus must contain:

- i. Identification of whether the item is state-mandated, and whether it involves SEQRA (and, if so, the type of action and its status).
- ii. Indication of the County Department effected by the request.
- iii. Presentation of a clear and concise explanation of what is being requested, together with a clear and concise justification for the request.
- iv. Supporting documents and information attached as necessary to provide the Legislature and all approvers a sufficient basis to understand, process and discuss the request.
- v. Indication of the precise amount of money being requested to be appropriated for the request, and indication of whether any such funds are reimbursable by Federal, State or other grant or source.
- vi. Indication of whether the funding source for the item is budgeted, to include indication of whether funds are presently and sufficiently available for appropriation in the amount requested for the item.
- vii. Identification of whether there is a prior resolution that was approved by the Legislature on the same or a substantially similar topic.
- viii. Indication of the review and approval of the County Executive or, where appropriate by the Chemung County Charter, by the elected head of an administrative unit.

IV. Action by the Legislature: Upon receipt and review of route slips, the Chairperson of the Legislature, Clerk of the Legislature, Attorney for the Legislature, and Chairperson of any Committee to which the route slip is assigned may request documents or information to assist the Legislature in its understanding, contemplation, and vote on the item. Department Heads are encouraged to attend Committee meetings when items are discussed, to address any questions the Legislature may have concerning requests.