



**MINUTES OF MEETING**  
**Budget Committee**  
**April 1, 2024**  
**7:00 PM**

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**I. COMMUNICATIONS**

Minutes of a meeting of the Budget Committee of the Chemung County Legislature held in the Hazlett Building, 5<sup>th</sup> Floor, 203 Lake Street, Elmira, New York on Monday, April 1, 2024.

Members present: Mark Margeson (Chairman), Lawana Morse, James Palmer, John Burin, Martin Chalk, William McCarthy, Rodney Strange

Officials present: L. Thomas Sweet, Joseph Brennan, Joseph Donovan, Steven Pickering, Scott Drake, Michael Smith, Bryan Maggs

The meeting was called to order by the Chairman of the committee, Mark Margeson.

**II. RESOLUTIONS, MOTIONS, AND NOTICES**

1. Resolution authorizing transfers and appropriations by the County Executive

Mr. Burin raised concerns regarding the disbursement of funds to ClearGov on February 22, 2024 without prior legislative approval for a budget transfer. He asked who has the authority to make payment without Legislative approval. The Legislature deserves an explanation from the County Executive.

Motion made by John Burin, seconded by Martin Chalk, and Passed with a vote of 7-0, authorizing transfers and appropriations by the County Executive.

2. Resolution approving certain applications for and disbursement of Community Development Funds (Legislature)

Motion made by John Burin, seconded by Martin Chalk, and Passed with a vote of 7-0, approving certain applications for and disbursement of Community Development Funds (Legislature).

3. Resolution urging Governor Kathy Hochul and the New York State Legislature to increase Funding to Community Colleges in the New York State Budget on behalf of SUNY Community Colleges

Motion made by John Burin, seconded by Martin Chalk, and Passed with a vote of 7-0, urging Governor Kathy Hochul and the New York State Legislature to Increase Funding to Community Colleges in the New York State Budget on behalf of SUNY Community Colleges.

### **III. OLD BUSINESS**

Mrs. Morse requested updates on the status of the disbursement of funds to the John Jones Museum, Civil War Prison Camp, and Tanglewood projects.

### **IV. NEW BUSINESS**

Mr. Chalk noted the heroic performance of a Chemung County Sheriff's Deputy who was critically injured while trying to apprehend a shoplifter at Target over the weekend. The community needs to stand in solidarity to help the family, Mr. Chalk stated. Mr. Drake would like the Legislature to pass a Resolution urging Governor Hochul to "do her job" and fix the problems that police officers across the state are facing due to the states "no consequences" approach to prosecuting criminals. Attorney Maggs stated that he will put together a Resolution for consideration at the April 22, 2024 Corrections & Law Enforcement meeting.

The legislature discussed a recent audit of the Chemung County Industrial Development Agency/First Arena and a letter from the County Executive to Executive Director of the Chemung County Industrial Development Agency concerning the audit. Mr. Sweet quoted from the letter which stated that no additional scheduled payments of ARPA funds would be released to the CCIDA for the Arena until such time as deficiencies noted in the audit are addressed. He asked under what authority the County Executive makes these statements, noting that the IDA is an off-shoot of the governing body and the governing body is the Legislature. Mr. Margeson noted that the CCIDA requested an audit with the idea that there would be deficiencies. Many concerns were immediately addressed and fixed. Mr. Margeson, the accountant, and the auditor have put together a plan to remediate the other deficiencies. He is frustrated with the County Executive's attitude regarding the continued operation of the arena and would like to see everyone work together for the good of the community. Mr. Margeson stated that the arena has been a challenge for twenty-four years and everyone needs to be on the same page to keep it in operation. Even if the arena doesn't make money there is an economic benefit to the community to keeping it open (i.e. - hotels, restaurants, gas stations). Mr. Margeson noted that the operation inside the arena has received \$500 from the IDA. The rest of the funds were used to fix/maintain infrastructure. Mr. Burin thanked Mr. Margeson for his efforts to bring the arena back which is no easy task. He was involved with the arena since its inception, and the deal that was brokered way back then was not a good deal. Mr. Margeson is the first one to actually bring a business plan to the table but unfortunately he inherited a lot of history and years of lack of oversight. The arena is a facility that provides area youth with much needed activities. Mr. Burin stated that Mr. Margeson is bringing fresh ideas and events to the community and encouraged him not to give up. Mr. Smith noted that the arena is clean and is being well utilized, and is a real asset to the community. Six months is not an adequate amount of time to determine success or failure. Mr. Chalk noted that the only viable option is do whatever it takes to keep the arena operational. He would like to see a financial report following every show that takes place at the arena.

### **V. ADJOURNMENT**

The meeting was adjourned on the motion made by Mr. Burin, seconded by Mr. Chalk. Motion Carried.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing transfers and appropriations by the County Executive

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

See attachment.

### **CREATION:**

Date/Time:	Department:
3/21/2024 4:16:14 PM	

### **APPROVALS:**

Date/Time:	Approval:	Department:	
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### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Budget Transfers and Appropriations received 3-1-24.pdf</a>	Budget Transfers and Appropriations	Backup Material
<a href="#">CLEARGOV invoice 2023-12953.pdf</a>	Cleargov Invoice	Backup Material
<a href="#">Scanned from a Xerox Multifunction Printer.pdf</a>	Email communication	Backup Material
<a href="#">240105 - Bid Recommendation Soaring Museum.pdf</a>	240105 - Bid Recommendation Soaring Museum	Backup Material
<a href="#">HUNT fully executed contract.pdf</a>	HUNT fully executed contract	Backup Material
<a href="#">Scanned from a Xerox Multifunction Printer 8490.pdf</a>	Terracon Invoice	Backup Material



# Chemung County Budget Action Form

Tuesday, February 6, 2024

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@chemungcounty.ny.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

Reason

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

## Approval Activity History

Actor	Actions	Date
Matthew Fogarty	<input type="button" value="Approve"/>	Tuesday, February 6, 2024
Chemung County Executive	<input type="button" value="Approve"/>	Wednesday, February 7, 2024
Notification	Email sent. (County Executive Budget Action Approval) dbishop@chemungcountyny.gov,acavaluzzi@chemungcountyny.gov	Wednesday, February 7, 2024
Notification	Email sent. (Chemung County Budget Action Form PDF) shoover@chemungcountyny.gov	Wednesday, February 7, 2024

Chairman of Legislature

  
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# Chemung County Budget Action Form

Monday, January 22, 2024

Type of Transaction:

Transfer

Fiscal Year of Action

2024

Does this Budget Action involve ARP Funds?

No

Requesting Department

Budget

Department Head's Email

jfurman@chemungcountyny.gov

Transfer - From:

Fund	Department	Sub Department	Account	Sub Account( )	Proj. Code	Account Name	Amount (Whole \$)
10	1990	1990	50408			Contingency	47,400

Transfer - To:

Fund	Department	Sub Department	Account	Sub Account ( )	Proj. Code	Account Name	Amount (Whole \$)
10	1340	0000	50507			Software License	47,400

Reason

During development of the 2024 Budget, the renewal cost of Cleargov, the new budgeting software, was not budgeted. It was an oversight by the budget office. This transfer will pay for the Cleargov invoice for the 2024 year. The Deputy Executive recommended to take these funds from Contingency. Attached is the Cleargov invoice for 2024.

**Approval Activity History**

Actor	Actions	Date
Matthew Fogarty	Approve	Monday, January 22, 2024
Chemung County Executive	Approve	Wednesday, February 7, 2024
Notification	Email sent. (County Executive Budget Action Approval) jfurman@chemungcounty.ny.gov, mfogarty@chemungcounty.ny.gov	Wednesday, February 7, 2024
Notification	Email sent. (Chemung County Budget Action Form PDF) shoover@chemungcounty.ny.gov	Wednesday, February 7, 2024

**Chairman of Legislature**



**FROM**

ClearGov Inc.  
2 Mill and Main Pl, Suite 630  
Maynard, MA 01754  
855-553-2715  
ar@cleargov.com

**BILL TO**

Chemung, NY - County  
Jennifer Furman  
203 Lake St  
Elmira, NY 14902  
United States

<b>INVOICE NUMBER</b>	2023-12953
<b>DATE</b>	01/01/2024
<b>DUE DATE</b>	01/31/2024
<b>AMOUNT DUE (USD)</b>	<b>\$ 47,400.00</b>

ITEM / DESCRIPTION	QUANTITY	RATE	AMOUNT
Includes ClearGov Operational Budgets Suite - Renewal This is your subscription fee for CG Operational Budget Builder for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 22,900.00	\$22,900.00
Includes ClearGov Capital Budgeting Suite Renewal This is your subscription fee for Includes ClearGov Capital Budgeting Suite Renewal for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 15,050.00	\$15,050.00
Includes ClearGov Digital Budget Book Suite - Renewal This is your subscription fee for Includes ClearGov Digital Budget Book Suite - Renewal for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 13,750.00	\$13,750.00
Bundle Discount This is your subscription discount for Bundle Discount for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ -38,800.00	\$-38,800.00



ITEM / DESCRIPTION	QUANTITY	RATE	AMOUNT
Includes ClearGov Personnel Budgeting Suite This is your subscription fee for Includes ClearGov Personnel Budgeting Suite for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 21,800.00	\$21,800.00
Includes ClearGov Transparency Suite This is your subscription fee for Includes ClearGov Transparency Suite for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 12,700.00	\$12,700.00
AMOUNT DUE (USD)			\$ 47,400.00

#### BANK WIRE INSTRUCTIONS

Bank: Customers Bank

Routing #031302971

Account Type: Business Checking

Account #7228105

## Cavaluzzi, Angela

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

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**From:** Furman, Jennifer  
**Sent:** Tuesday, February 6, 2024 11:08 AM  
**To:** Bishop, Don <[dbishop@chemungcountyny.gov](mailto:dbishop@chemungcountyny.gov)>  
**Cc:** Archambeault, Rejean <[rarchambeault@chemungcountyny.gov](mailto:rarchambeault@chemungcountyny.gov)>; Fogarty, Matthew <[mfogarty@chemungcountyny.gov](mailto: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](mailto:jfurman@chemungcountyny.gov)

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**From:** Bishop, Don <[dbishop@chemungcountyny.gov](mailto:dbishop@chemungcountyny.gov)>  
**Sent:** Thursday, February 1, 2024 11:22 AM  
**To:** Furman, Jennifer <[jfurman@chemungcountyny.gov](mailto:jfurman@chemungcountyny.gov)>; Moss, Christopher <[cmoss@chemungcountyny.gov](mailto: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](mailto:cmoss@chemungcountyny.gov)>; Furman, Jennifer <[jfurman@chemungcountyny.gov](mailto: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 14<sup>th</sup> 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,

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

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

## **A G R E E M E N T**

**THIS AGREEMENT** made on July 15, 2022 between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203 Lake Street, Elmira, New York 14902-0588,

**AND**

**HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC**  
**100 Hunt Center**  
**Horseheads, NY 14845**

(hereinafter referred to as **PROVIDER**)

## **W I T N E S S E T H**

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

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

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

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

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

### **TERM OF AGREEMENT**

1. This Agreement shall become effective July 15, 2022, and shall terminate December 31, 2023.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement at a sum not to exceed \$17,600 for the term of this Agreement.

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

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

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

### **ASSIGNMENTS**

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

### **COMPLIANCE WITH APPLICABLE LAWS**

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

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

### **NEW FEDERAL OR STATE REQUIREMENTS**

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

### **RECORDS RETENTION**

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

### **CONFIDENTIALITY**

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

## **CLAIMS, PAYMENTS AND AUDITS**

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

## **INSURANCE**

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

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

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

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

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

## **HOLD HARMLESS INDEMNIFICATION**

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

## **NEPOTISM/CONFLICT OF INTEREST**

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

## **TERMINATION**

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

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER



becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

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

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

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

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

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

#### **NON-DISCRIMINATION**

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

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

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

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

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such

Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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

#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

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

#### **COOPERATION**

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

#### **SECTARIAN PURPOSES**

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

#### **LOBBYING**

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

Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

### **GENERAL PROVISIONS**

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

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

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

22. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

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

DATE: 8/10/22

COUNTY OF CHEMUNG

BY:   
CHRISTOPHER J. MOSS  
COUNTY EXECUTIVE

DATE: \_\_\_\_\_

BY:   
Authorized Signature  
FED I.D.# 16-1158004

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

Dept.Head Approval/Initials: \_\_\_\_\_

May 19, 2022

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

**Re: Architectural and Engineering Services Proposal  
National Soaring Museum Foundation Stabilization**

Dear Mr. Bishop:

Hunt Engineers, Architects, Land Surveyors and Landscape Architect DPC (HUNT) is pleased to submit this proposal for architectural and structural engineering services for the stabilization and associated repairs along the east wall of the 2000 addition to the National Soaring Museum in Elmira NY.

**Project Description**

The addition to the National Soaring Museum was constructed in 2000. The 8000 square foot addition consists of a steel framed room system on CMU bearing walls and concrete foundation. The space consists of a two-story area and a high bay exhibit hall that is roughly twenty (20) feet in height.

Over the course of the last couple years movement at the east wall of the addition has been noticed. It appears that the foundation wall has settled over an inch and has rotated out creating a gap between the slab on grade and the wall. The movement in the foundation wall has resulted in some cracking and separation in the CMU bearing wall. The County has received previous recommendations to stabilize the foundation with either helical piles or a polymer ground injection.

The County would like to move forward with the polymer ground injection stabilization method. The purpose of these services is to verify that this method of stabilization will work and provide drawings and specification for bidding of the repair work. To aide in the verification of the stabilization method HUNT will help the County solicit geotechnical services to verify soil conditions around the foundation in question. In addition to providing bid documents HUNT will aide the County in the bidding process and provide construction administration services for the stabilization and repair work.

As it is difficult to know the full scope of services required until the initial investigation is complete, the scope and fees have been broken up into multiple phases.

---

**HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC**

ROCHESTER OFFICE  
4 COMMERCIAL STREET, SUITE 300  
ROCHESTER, NY 14614  
TELE: 585.327.7950

HORSEHEADS OFFICE  
100 HUNT CENTER  
HORSEHEADS, NY 14845  
TELE: 607.358.1000

TOWANDA OFFICE  
1 ELIZABETH STREET, SUITE 12  
TOWANDA, PA 18848  
TELE: 570.265.4868

HUNT-EAS.COM

## **Scope of Services**

HUNT proposes the following Scope of Service:

### **Initial Review**

- Solicit proposals for Geotechnical Services.
- Review Geotechnical proposal and coordinate Geotechnical Services.
- Review Geotechnical Report.
- Review existing drawings and previous recommendations.
- Verify stabilization approach and final scope of repair work.

### **Contract Documents**

- Field verify interior and exterior conditions to determine required repairs.
- Complete design of foundation stabilization.
- Complete design of required repairs due to settlement.
- Coordinate with soil improvement companies in regard to foundation stabilization.
- Provide biddable drawings and specification for foundation stabilization and repairs.
- Review final drawings and specification with the County.

### **Bidding**

- HUNT will work with the County to advertise bid and make documents available to contractors.
- Complete pre-bid meeting on site.
- Field and address questions during the bidding process.
- Review bids and provide recommendation for award.

### **Construction Administration**

- Coordinate Contract between County and Contractor.
- Organize kick off and regular progress meetings.
- Track and review submittals and RFIs.
- Review pay applications.
- Complete closeout activities.

### **Parameters**

- Access to the site will be provided during normal business hours.
- The County will provide all existing drawings and specification.
- This proposal is based on the anticipated polymer ground injection stabilization. Any change as a result of initial investigation will be a change in scope and result in reevaluation of anticipated fees.

**Proposed Fee**

HUNT proposes to provide the scope of services outlined above on an hourly basis not to exceed the fees shown below including disbursements (printing, mileage, etc.).

1. Initial Review	\$1,800
2. Contract Documents	\$7,600
3. Bidding	\$2,200
4. Construction Administration	\$6,000

If the above scope of services and the associated fee is acceptable, sign and return the attached contract to my attention at HUNT.

Should you have any questions or want to further discuss this proposal in greater detail, please do not hesitate to call contact me at (607) 358-1035 or [binnsn@hunt-eas.com](mailto:binnsn@hunt-eas.com).

Sincerely,



Nathan G Binns, PE  
Director of Structural Engineering

**Proposed Fee**

HUNT proposes to provide the scope of services outlined above on an hourly basis not to exceed the fees shown below including disbursements (printing, mileage, etc.).

1. Initial Review	\$1,800
2. Contract Documents	\$7,600
3. Bidding	\$2,200
4. Construction Administration	\$6,000

If the above scope of services and the associated fee is acceptable, sign and return the attached contract to my attention at HUNT.

Should you have any questions or want to further discuss this proposal in greater detail, please do not hesitate to call contact me at (607) 358-1035 or [binnsn@hunt-eas.com](mailto:binnsn@hunt-eas.com).

Sincerely,



Nathan G Binns, PE  
Director of Structural Engineering

## AGREEMENT FOR PROFESSIONAL SERVICES

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for Chemung County Buildings and Grounds (hereinafter called the CLIENT) the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when accepted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

### TERMS AND CONDITIONS

**CLIENT OBLIGATIONS:** At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

**HUNT OBLIGATIONS:** Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

**ADDITIONAL SERVICES:** Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties

**PAYMENT:** Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

**WAIVER:** The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

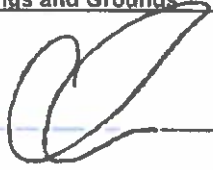
This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

### ACCEPTANCE:

I have read and understand the Scope of Work as described in the attached letter from Nathan G. Binns PE dated May 19, 2022 and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects & Land Surveyors & Landscape Architect D.P.C. to provide services as necessary to accomplish the Scope of Work.

Chemung County Buildings and Grounds

BY: \_\_\_\_\_



Christopher J. Moss, Chemung County Executive  
(Printed Name and Title)

DATE: 8/10/22

**HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS  
& LANDSCAPE ARCHITECT D.P.C.**

BY: \_\_\_\_\_



Nathan G. Binns, PE  
Director of Structural Engineering

DATE: 5/19/2022



**ATTACHMENT B  
BUDGET/PAYMENT SCHEDULE**

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

<b><u>PROGRAM</u></b>	<b><u>INVOICE TO:</u></b>	<b><u>PAYMENT SCHEDULE</u></b>
Professional Services For National Soaring Museum Foundation Stabilization	Chemung County Buildings & Grounds 217 Madison Avenue Elmira, NY 14901	% of Completion



HUNTENG-01

JODY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2022

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

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

PRODUCER  
Henry Dunn Insurance  
317 Main Street  
Towanda, PA 18848

CONTACT NAME Jody Winston  
PHONE (A/C, No, Ext) (207) 354-0065 FAX (A/C, No) (570) 265-2033  
E-MAIL jody.winston@henrydunn.com  
ADDRESS

INSURED  
Hunt Engineers, Architects, Land Surveyors & Landscape  
Architect OPC  
d/b/a Hunt Engineers Architects & Land Surveyors PC  
Airport Corp Pk, 100 Hunt Center  
Horseheads, NY 14845

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A Ohio Security Insurance Company 24082  
INSURER B West American Insurance Company 44393  
INSURER C Ohio Casualty Insurance Company 24074  
INSURER D  
INSURER E  
INSURER F

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR ISO VIVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS MADE X OCCUR	X	BZS55128559	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000
X	XCU, Cont Liab					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 2,000,000
X	BP0497-Waiver					MED EXP (Any one person) \$ 15,000
	GEN. AGGREGATE LIMIT APPLIES PER					PERSONAL & AD & INJURY \$ 2,000,000
	POLICY X PRO X LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER					PRODUCER'S COMPROMISE AGG \$ 4,000,000
						Liab Ext BP7996 \$
B	AUTOMOBILE LIABILITY					
X	OWNED		BAW55128559	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Auto Ext AC8502 \$
C X	UMBRELLA LIAB X OCCUR					
	EXCESS LIAB CLAIMS MADE		USO55128559	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000
	DED X RETENTION 0					AGGREGATE \$ 10,000,000
						Waiver CU6495 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN	XWS55128559	1/1/2022	1/1/2023	X PER STATUTE \$ 1,000,000
	ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in NH)	N/A				E EACH ACCIDENT \$ 1,000,000
	Types describe under DESCRIPTION OF OPERATIONS below					EL DISEASE EA EMPLOYEE \$ 1,000,000
						EL DISEASE POLICY LIMIT \$ 1,000,000

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

Certificate Holder is noted as Additional Insured if required by written contract agreed to prior to a loss and allowed by law for General Liability per form BP7996, subject to policy terms, conditions, limitations and exclusions. 30 days notice of insurer's cancellation or non-renewal except for 10 days notice for non-payment of premium is provided and delivered in accordance with the policy's provisions

## CERTIFICATE HOLDER

County of Chemung  
203 Lake Street  
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

**EXHIBIT "1"**  
**CERTIFICATE OF INSURANCE REQUIREMENTS**

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain Liability INSURANCE in the amount of at least ONE MILLION DOLLARS.

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

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

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

**RESOLUTION NO. 22-325**

**RESOLUTION AUTHORIZING AGREEMENT WITH HUNT ENGINEERS, ARCHITECTS,  
LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC ON BEHALF OF THE  
CHEMUNG COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS (Architectural and  
Engineering Service for the National Soaring Museum Foundation Stabilization)**

**By: Burin**

**Seconded by: Briggs**

**WHEREAS, the Superintendent of the Chemung County Department of Buildings and Grounds has requested authorization to enter into an agreement with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC ("Hunt") for professional architectural and engineering services for the National Soaring Museum Foundation stabilization during the period July 12, 2022 through December 31, 2023 at a cost not to exceed \$17,600; and**

**WHEREAS, the County Executive and the Buildings and Grounds Committee have recommended 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 Hunt for professional architectural and engineering services for the National Soaring Museum Foundation stabilization at a cost not to exceed \$17,600 during the period July 12, 2022 through December 31, 2023; and, be it further**

**RESOLVED, that the terms and conditions of this agreement 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: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (15); Opposed: None (0)***

RESOLUTION NO. 22-325

BACKGROUND INFORMATION

Requested by: Superintendent of Buildings and Grounds

Purpose: to authorize agreement

Authority: Section 203 of Chemung County Charter

Funds involved: \$17,600

Approved by: Buildings & Grounds Committee, June 27, 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 11th day of July 2022, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 12<sup>th</sup> day of July 2022.

Cynthia G. Kalweit  
Cynthia G. Kalweit, Clerk  
Chemung County Legislature

## SITE ENTRY AGREEMENT AND INDEMNITY

Date: 7/22/2022

Owned and/or Operated by the following:

**OWNER:** County of Chemung  
Building and Grounds Department  
217 Madison Avenue  
Elmira, NY 14901

**CONTRACTOR:** HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE  
ARCHITECT,DPC  
100 Hunt Center  
Horseheads, NY 14845

**SITE/PROJECT:** Professional Services for various Chemung County buildings and grounds locations.

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

**A. INSURANCE:** Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

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

**B. Commercial General Liability Insurance**, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

**Comprehensive Automobile Liability** with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

**Umbrella Excess Liability**, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

**Owner is to be named as an additional insured on a primary basis** on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

**CONTRACTOR'S EQUIPMENT:** All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

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

**LIMITATION ON ENTRY:** Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

**AUTHORIZATION:** The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).


**RECEIPT OF COPY:** Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

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

**CONTRACTOR:**

Hunt Engineers, Architects, Land Surveyors  
& Landscape Architect, DPC  
(Name of Company)

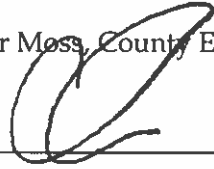
Nathan G. Binns, Principle/Director of Structural Engineering  
(Print Name & Title)

  
(Signature)

**APPROVAL OF OWNER:**

Chemung County

Christopher Moss, County Executive

  
(Signature)



# INVOICE

#33244

Rochester, NY  
585-247-3471

RECEIVED  
6/23/23

Project Mgr: Chuck Guzzetta

**Project:** National Soaring Museum - Elmira, NY  
391 Harris Hill Rd  
Elmira, NY

**To:** Chemung County NY  
C/O: Building & Grounds  
Attn: Don Bishop  
217 Madison Ave  
Elmira, NY 14901

**REMIT TO:**

Invoice Number: TH90717

Terracon Consultants - NY, Inc.  
PO Box 959673  
St Louis, MO 63195-9673

Federal E.I.N.: 51-0449475

Project Number: J5225209  
Invoice Date: 1/03/2023  
For Period: 10/16/2022 to 12/30/2022

Description	Total
Boring layout, Subsurface Exploration, Lab Testing, Geotechnical Consulting & Reporting	\$6,750.00

**Invoice Total \$6,750.00**





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

See attached application

### **CREATION:**

Date/Time:	Department:
3/22/2024 12:17:21 PM	

### **APPROVALS:**

Date/Time:	Approval:	Department:	
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### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Big-Flats-Historical-Society-03-25-2024.pdf</a>	Big Flats Historical Society application	Backup Material



Monday, March 25, 2024

## Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2024. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

If you wish to apply for Community Development Funds complete the application below. Applications will be processed and reviewed quarterly throughout 2024.

### Project Description:

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

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

<b>Full Legal Organizational Name</b>	Big Flats Historical Society
<b>Address</b>	8 CHURCH ST BIG FLATS, NY, 14814
<b>Organizational's Qualifications for Grant or Contract</b>	501(c)(3)
<b>Organization's Web-site address</b>	www.bfhis.com
<b>Organization's contact person and contact information</b>	Pamela Farr
<b>Phone Number</b>	(607) 426-4731
<b>Email</b>	pamfarr106@gmail.com
<b>Legislative District</b>	District 2 (Big Flats): Michael Saglibene
<b>If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application</b>	Yes
<b>Total amount of project</b>	\$1,500
<b>Amount of funding requested</b>	1500

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

No

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

We are requesting this grant for the sole purpose of bringing music to the community. We would like to host Pat Kane for a Christmas concert as well as a St. Patrick's Day concert and to also have a dance band come to the Community so that our seniors have an opportunity to get out and dance the night away. We have done this in the past and the events were very well attended by the community.

**Grantee**

Pamela Farr - Big Flats Historical Society

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



**Date**

Monday, March 25, 2024



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution urging Governor Kathy Hochul and the New York State Legislature to increase Funding to Community Colleges in the New York State Budget on behalf of SUNY Community Colleges

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

See attachment.

### **CREATION:**

Date/Time:	Department:
3/22/2024 4:48:52 PM	

### **APPROVALS:**

Date/Time:	Approval:	Department:	
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### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">SUNY Community Colleges RESOLUTION 24-.pdf</a>	Resolution	Backup Material

RESOLUTION 24-

RESOLUTION URGING GOVERNOR KATHY HOCHUL AND THE NEW YORK STATE  
LEGISLATURE TO INCREASE FUNDING TO COMMUNITY COLLEGES IN THE STATE  
BUDGET ON BEHALF OF SUNY COMMUNITY COLLEGES

By: Margeson

Seconded by:

WHEREAS, State University of New York's (SUNY's) community colleges serve the largest percentage of low income, historically marginalized populations, and working adults of all SUNY sectors, and

WHEREAS, the state's direct tax support for SUNY's community colleges is lower than it was a decade ago, has not increased in three years, and has fallen behind the NY state counties' direct tax support to community colleges by \$97 million, and

WHEREAS, the community college sector Trustees and Presidents and SUNY Adirondack advocated for New York State to meet its obligation to equally share its support of the community colleges with the counties, and

WHEREAS, increasing base operating aid by \$97 million will bring the state's share of direct state tax support for operating aid to equal that of New York's counties and support training 20,000 New Yorkers in high demand jobs through the Empire

WHEREAS, despite these advocacy efforts the Governor's Executive Budget calls for no increase in base operating aid, and

WHEREAS, with no increase to base operating aid, community colleges will be unable to meet the workforce needs appropriately and substantially of New York State and Chemung County, particularly in healthcare, semi-conductor manufacturing, IT, and regionally based industry sectors, and

WHEREAS, our county has faithfully carried out our fiduciary duties. Now, therefore, be it

RESOLVED, that the Chemung County Legislature urges New York State Legislators to advocate on behalf of the community college sector of SUNY by ensuring that NYS meets its fiduciary obligation to equally share its financial support of the community colleges with the counties by adding an additional \$97 million in operating base aid for the community colleges as requested. Be it further,

RESOLVED, that the Chairperson of the Chemung County Legislature hereby is authorized to forward advocacy letters to Governor Kathy Hochul, New York State Senator George Borrello, New York State Assemblyman Stephen Hawley, Education Chair Chancellor of

SUNY John B. King, Jr., New York State Association of Counties, Inter-County Association of Western New York and any other deemed necessary.