



MADISON COUNTY BOARD OF SUPERVISORS

JOHN M. BECKER

Chairman

MARK SCIMONE

County Administrator

EMILY C. BURNS

Clerk

138 N. Court St., PO Box 635

Wampsville, NY 13163

Phone: 315/366-2201

Fax: 315/366/2502

MADISON COUNTY BOARD OF SUPERVISORS

Meeting Agenda - Tuesday, February 7, 2023

Meeting Schedule

9:30 A.M. Committee of the Whole - All Supervisors - Chambers

11:00 A.M. Board Meeting - Chambers

Chairman's State of the County Address

Regular Agenda

In Respect to the Death of Gordon A. Hull

Resolution of Appreciation

1. Resolution of Appreciation - Retiree Recognition

Resolutions - Preferred Agenda

By Government Operations Committee:

2. Amending the Travel and Expense Reimbursement Policy
3. Re-Appointing Members to the Ethics Advisory Council and the Ethics Board
4. Adopting a Written Information Security Policy and Abolishing the HIPAA Information Security Policy
5. Approving the Renaming and Amending of the HIPAA/HITECH Compliance Policies and Procedures Manual
6. Authorizing the Chairman to Approve and Execute a Settlement Agreement Relating to the Opioid Crisis
7. Authorizing Attendance at an Out-Of-State Conference (Sheriff's Office)
8. Authorizing Attendance at an Out-Of-State Conference (Sheriff's Office)
9. Authorizing Attendance at an Out-Of-State Conference (CAC)
10. Authorizing Attendance at an Out-Of-State Conference (Emergency Management)
11. Authorizing Attendance at an Out-Of-State Conference (Emergency Management)

By Finance, Ways and Means Committee:

12. Authorizing the Modification of the 2023 Adopted County Budget (4308 Mental Health)
13. Authorizing the Modification of the 2023 Adopted Budget (4220 Narcotics Addiction Control)

14. Authorizing the Modification of the 2023 Adopted County Budget (4311 Mental Health School Clinics)
15. Authorizing the Modification of the 2023 Adopted County Budget (3150 Sheriff-Correctional Facility)
16. Authorizing the Modification of the 2023 Adopted County Budget (3410 Office of Emergency Management)
17. Authorizing the Modification of the 2023 Adopted Budget (6010 Safe Harbor)
18. Authorizing the Chairman to Enter into an Agreement with Bonadio & Co. for Auditing Services
19. Authorization for the Officials Designated to Approve the New York State Real Property Tax Law Correction of Errors Less than \$2500

By Health and Human Services Committee:

20. Authorizing the Chairman to Enter into an Agreement with BRiDGES and Modify the 2023 Adopted County Budget
21. Authorizing the Chairman to Enter into an Agreement with Community Action Program for Madison County, Inc. and to Modify the 2023 Adopted County Budget
22. Authorizing the Chairman to Enter Into and Agreement with Syracuse University
23. Authorizing the Chairman to Enter into an Agreement with Cayuga Centers
24. Resolution Calling On The Governor To Complete Affordable Care Act Enhanced Federal Medicaid Assistance Percentage Reconciliations That Are Years Overdue And Immediately Release The Federal Funds Owed To Counties And New York City
25. Authorizing the Chairman to Enter into an Agreement with BRiDGES, Cornell Cooperative Extension Madison County and The Madison County Youth Bureau for the continuation of the Madison County Youth Council

By Planning, Economic Development, Environmental and Intergovernmental Affairs Committee:

26. Appointing a Board of Supervisors Representative to Madison County Cooperative Extension Board
27. Authorizing Chairman to enter into an Agreement Between Amber Water Pros and Madison County
28. Authorizing the Chairman to enter into Pole Attachment Agreements for Aerial Fiberoptic Cable Installation
29. Authorization to sign a contract with H. Sicherman & company, Inc. DBA The Harrison Studio
30. Authorizing Chairman to Modify an Agreement with Environmental Design and Research, D.P.C.

By Criminal Justice, Public Safety and Emergency Communications Committee:

31. Reappointing a Supervisor to the Jury Board
32. Adopting the 2022 Madison County Multi-Jurisdictional Hazard Mitigation Plan
33. Authorizing the Chairman to Enter Into an Agreement with Traffic Safety Research, LLC

34. Authorizing the Chairman to Enter Into an Agreement with the Central New York Society for the Prevention of Cruelty to Animals
35. Authorizing the Chairman to Enter Into an Agreement for Jail Physician Services
36. Authorizing the Chairman to Enter Into an Agreement with the Morrisville-Eaton Central School District for the Use of Special Patrol Officers
37. Authorizing the Chairman to Enter Into an Agreement with the Hamilton Central School District for the Use of Special Patrol Officers
38. Authorizing the Chairman to Enter Into an Agreement with NYS Office of Indigent Legal Services on Behalf of the Madison County Assigned Counsel Program
39. Authorizing the Chairman to Accept Grant Funds with the US Department of Justice - Small, Rural, and Tribal Body Worn Camera Program Grant and Modifying the 2023 County Budget (3110 Sheriff's Office)

By Solid Waste and Recycling Committee:

40. Expressing the County's Intent to Participate in Local Community Clean-Up Programs in the Year 2023
41. Authorizing the Chairman to Enter into a Modification and Extension Agreement with Alpha Analytical, Inc. for Professional Laboratory Analytical Services
42. Authorizing the Chairman to Enter into an Agreement with Clifton Recycling for Yard Waste Grinding Services

Resolutions – Regular Agenda

43. Authorizing the Chairman to award Bid 22-37 and enter into an agreement with O'Connell Electric Company, Inc
44. Opposing Governor Hochul's Ban of Gas Stoves and Other New Fossil Fuel Heating Equipment

APPROVAL OF VOUCHERS FOR PAYMENT

PUBLIC COMMENT PERIOD

ANY OTHER BUSINESS

Emily C. Burns, Clerk

Visit our Website at: www.madisoncounty.ny.gov
Click on Departments - Board of Supervisors

For Public Comment please contact the Madison County Board of Supervisors by email
at publiccomment@madisoncounty.ny.gov

RESOLUTION NO. 23-_____

IN RESPECT TO THE DEATH OF GORDON A. HULL

WHEREAS, Gordon A. Hull departed from this life on January 9, 2023; and

WHEREAS, Gordon was a Supervisor for the Town of DeRuyter from 1992 - 2003; and

WHEREAS, Gordon will long be remembered for his years of dedicated service to Madison County and his numerous contributions to our community,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby expresses our deepest sympathy to his family in their bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the family of Gordon A. Hull.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

RESOLUTION OF APPRECIATION – RETIREE RECOGNITION

WHEREAS, the Madison County Board of Supervisors believes that County employees should be recognized for their faithful service to the public; and

WHEREAS, recognition of the distinguished service of certain County employees with an upcoming retirement is in order,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby recognize the dedicated contributions of Janine Spinelli and Armando Yacco upon their retirement.

Janine R. Spinelli
Armando V. Yacco

Social Services
Probation Department

2002 – 2023
2017 - 2023

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AMENDING THE TRAVEL AND EXPENSE REIMBURSEMENT POLICY

WHEREAS, the Madison County Travel and Expense Reimbursement Policy was reviewed by the Government Operations Committee for the purpose of streamlining requests for travel; and

WHEREAS, the Government Operations Committee reviewed the amendments to the procedures as are attached and recommends same for adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED that the Madison County Travel and Expense Reimbursement Policy be and hereby is amended to streamline the travel request procedure; and

BE IT FURTHER RESOLVED, that the Government Operations Committee be and hereby is authorized to amend the procedures in the Travel and Expense Reimbursement Policy and Procedures in the future within existing budget appropriations.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**RE-APPOINTING MEMBERS TO THE ETHICS ADVISORY COUNCIL
AND THE ETHICS BOARD**

WHEREAS, the term of Gair Meres, member of Ethics Advisory Council expires February 10, 2023; and

WHEREAS, the term of Sam Cooper, member of the Ethics Advisory Council expires February 13, 2023; and

WHEREAS, the term of Peter Dunn, Esq., member of the Ethics Board expires February 10, 2023; and

WHEREAS, the Government Operations Committee recommends their re-appointment;

NOW, THEREFORE BE IT RESOLVED, that Gair Meres, of Hamilton, be and hereby is re-appointed to an additional four year term on the Ethics Advisory Council expiring on February 10, 2027; and

BE IT FURTHER RESOLVED, that Sam Cooper, of Hamilton, be and hereby is re-appointed to an additional four year term on the Ethics Advisory Council expiring on February 13, 2027; and

BE IT FURTHER RESOLVED, that Peter Dunn, Esq., of Oneida, be and hereby is re-appointed to an additional four year term on the Ethics Board expiring on February 10, 2027.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**ADOPTING A WRITTEN INFORMATION SECURITY POLICY AND ABOLISHING THE HIPAA
INFORMATION SECURITY POLICY**

WHEREAS, Madison County is committed to protecting the security, confidentiality, integrity, and availability of the confidential information and other sensitive information it collects, creates, uses, and maintains in providing services or for individuals who work at the County; and

WHEREAS, the Director of Information Technology, with assistance from an outside consultant and the Compliance Officer, has developed a comprehensive Written Information Security Policy (WISP); and

WHEREAS, the intent of the WISP is to clearly communicate the requirements necessary for compliance with any applicable regulations, specifically the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any related regulations or directives; and

WHEREAS, the purpose of the WISP is to establish (1) a comprehensive information security program for Madison County with policies designed to safeguard sensitive data that is maintained by the County, in compliance with federal and state laws and regulations, (2) employee responsibilities in safeguarding data according to its classification level; and (3) administrative, technical and physical safeguards to ensure the security of sensitive data; and

WHEREAS, the following HIPAA Security Rule policies, which have also been reviewed and updated, will be moved from the Madison County HIPAA/HITECH Compliance Policies and Procedures and made part of the WISP;

- Acceptable Encryption
- Acceptable Use
- Assigned Security Responsibility
- Audit Controls
- Authentication and Password Management
- Automatically Forwarded Email
- Breach Notification and Risk Assessment Actions and Response
- Business Associate
- Contingency Plan
- Device and Media Controls
- Dial-In Access
- Email Use
- Facility Access Controls
- Internet DMZ Equipment
- Mobile Devices
- Policy Documentation
- Protection from Malicious Software
- Remote Access
- Risk Analysis and Management
- Router Security
- Sanctions

- Security Awareness and Training
- Security Incident Reporting, Risk Assessment, and Response
- Server Security
- Software Installation
- Transmission Security
- User Access Management
- Virtual Private Network
- Wireless Communication
- Workstation Security; and

WHEREAS, the WISP will supersede and replace the HIPAA Information Security Policy; and

WHEREAS, the Government Operations Committee has reviewed the Written Information Security Policy;

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board of Supervisors approve the Written Information Security Policy, making it effective immediately.

BE IT FURTHER RESOLVED that the HIPAA Information Security Policy is hereby abolished.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**APPROVING THE RENAMING AND AMENDING OF THE HIPAA/HITECH COMPLIANCE
POLICIES AND PROCEDURES MANUAL**

WHEREAS, Madison County is a Hybrid Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and

WHEREAS, by Resolution No. 20-525 the Board of Supervisors approved the HIPAA/HITECH Compliance Policies and Procedures Manual to ensure the County's compliance with HIPAA and the privacy and security of protected health information; and

WHEREAS, certain policies contained within the HIPAA/HITECH Compliance Policies and Procedures Manual and related to the HIPAA Security Rule have been recommended for inclusion in a separate comprehensive Written Information Security Policy due to their sensitive nature; and

WHEREAS, by moving those HIPAA Security Rule policies to a WISP, the remainder of the policies and procedures contained within the HIPAA/HITECH Compliance Policies and Procedures Manual will only relate to the HIPAA Privacy Rule; and

WHEREAS, the Compliance Officer recommends the renaming of the HIPAA/HITECH Compliance Policies and Procedures Manual to HIPAA Privacy Policies and Procedures Manual; and

WHEREAS, the Compliance Officer has also reviewed the HIPAA Privacy rule policies and procedures making general updates and amendments in light of the above changes; and

WHEREAS, the Government Operations Committee has reviewed both the moving of the HIPAA Security Rule policies to the WISP and the amendments to the Privacy Rule policies and procedures;

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board of Supervisors approve the renaming of the HIPAA/HITECH Compliance Policies and Procedures Manual to HIPAA Privacy Policies and Procedures Manual.

BE IT FURTHER RESOLVED the HIPAA Privacy Policies & Procedures Manual is hereby approved and effective immediately.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. _____

AUTHORIZING THE CHAIRMAN TO APPROVE AND EXECUTE A SETTLEMENT AGREEMENT RELATING TO THE OPIOID CRISIS

WHEREAS, there is pending a matter on behalf of Madison County, regarding the opioid addiction crisis, in which Madison County is a named plaintiff in the action (the “Action”); and

WHEREAS, the Action is against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies; and

WHEREAS, Teva Pharmaceutical Industries Ltd. has offered to settle the claims of Madison County against it by paying yearly direct payments to Madison County for eighteen (18) consecutive years, half of this money may be used in an unrestricted manner and the other half must be used in a restricted manner; and

WHEREAS, it is in the best interest of Madison County to resolve this matter with respect to Teva without further litigation and enter into the proposed Agreement as it shall settle all allegations against Teva and avoid protracted litigation; now, therefore be it

RESOLVED, that the execution and delivery on behalf of and in the name of the Madison County by John M. Becker, Chairman of the Madison County Board of Supervisors, of the proposed Agreement is hereby authorized, and John M. Becker, on behalf of Madison County, is hereby authorized, subject to Board approval, and directed to execute the proposed Agreement in a form substantially similar thereto and execute such other documents as may be necessary and appropriate to effectuate the settlement with Teva.

DATED: February 7, 2023

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the 2023 National Sheriffs' Association Winter Conference is February 3 – 7, 2023 in Washington, D.C.; and

WHEREAS, Todd Hood, Madison County Sheriff, requested to attend this conference; and

WHEREAS, all meals are fully funded through appropriations in the Office of the Sheriff's 2023 budget; and

WHEREAS, since Sheriff Hood is a member of the National Sheriffs' Association and Chairman of the School Safety Committee, the New York State Sheriffs' Association will reimburse the registration, lodging and travel expenses; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that Todd Hood be and hereby is authorized to attend said conference at a cost not to exceed \$355.50.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the 2023 National Sheriffs' Association Winter Conference is February 3 – 7, 2023 in Washington, D.C.; and

WHEREAS, Todd Hood, Madison County Sheriff, requested to attend this conference; and

WHEREAS, all meals are fully funded through appropriations in the Office of the Sheriff's 2023 budget; and

WHEREAS, since Sheriff Hood is a member of the National Sheriffs' Association and Chairman of the School Safety Committee, the New York State Sheriffs' Association will reimburse the registration, lodging and travel expenses; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that Todd Hood be and hereby is authorized to attend said conference at a cost not to exceed \$355.50.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, The Paws and Stripes College Law Enforcement & Multidiscipline Crimes Against Persons Therapy Dog Course will be held March 4-12th 2023, in Cocoa, FL; and

WHEREAS, Todd Hood, Madison County Sheriff, has requested that Debra George, Child Advocacy Center Director attend this conference; and

WHEREAS, her expenses are fully funded by the Multi-Disciplinary Team Grant received by the Sheriff's Office; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications and the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that Debra George be and hereby is authorized to attend said conference at no expense to the County.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Emergency Management)**

WHEREAS, the New York State weekend at the National Fire Academy in Emmitsburg, MD is scheduled for March 31, 2023 to April 2, 2023; and

WHEREAS, Deputy Director/ Emergency Management Planner Michael Sudol has requested to attend said event which includes many professional development opportunities, including Best Practices in Community Risk Reduction; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that Michael Sudol be and hereby is authorized to attend said New York State Weekend at the National Fire Academy in Emmitsburg, MD from March 31, 2023 to April 2, 2023 at a cost not to exceed \$350.00.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Emergency Management)**

WHEREAS, Madison County Office of Emergency Management operates an Emergency Medical Services Certificate of Need and Paramedic Fly-Car units which, among other responsibilities, supports Madison County Sheriff's Office tactical response; and

WHEREAS, Paramedics Benjamin Hance and Jonathan Scherrieble are paying for and attending the Tactical Medical Practitioner training in Concord, NC to better their tactical knowledge and skills from January 22, 2023 through January 28, 2023; and

WHEREAS, while Paramedics Hance and Scherrieble are covering the cost of the course and travel, they have asked that Madison County cover the cost for the hotel while attending said training; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Office of Emergency Management is authorized to pay for the hotel cost for Paramedics Hance and Scherrieble while they attend the Tactical Medical Practitioner training in Concord, NC from January 22, 2023 through January 28, 2023 at a cost not to exceed \$801.17.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

4308 Mental Health-Clinic

Expense

	<u>From</u>	<u>To</u>
A430840 511000 Personal Services	\$2,029,935	\$2,026,575
A430840 542730 State Crisis Line Expense	<u>2,640</u>	<u>6,000</u>
Control Totals	<u>\$2,032,575</u>	<u>\$2,032,575</u>

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

4220 Narcotics Addiction Control

Revenue

	<u>From</u>	<u>To</u>
A422040 488030 Appropriation of Opioid Reserves-Restricted	\$ <u>0-</u>	\$ <u>6,375</u>

Control Total		\$ <u>6,375</u>
---------------	--	-----------------

Expense

A422040 542000 Consultant Expense	\$ <u>0-</u>	\$ <u>6,375</u>
-----------------------------------	--------------	-----------------

Control Total		\$ <u>6,375</u>
---------------	--	-----------------

Dated: February 7, 2023

Matthew A Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

4311 Mental Health – School Clinics

Revenue

	<u>From</u>	<u>To</u>
A431140 444883 Federal Aid Medicaid Admn Claiming	\$ <u>-0-</u>	\$ <u>1,120</u>
Control Total		\$ <u>1,120</u>

Expense

A431140 541000 Travel Expense (Mileage)	\$ <u>-0-</u>	\$ <u>1,120</u>
Control Total		\$ <u>1,120</u>

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

3150 Sheriff-Correctional Facility

Expense

	<u>From</u>	<u>To</u>
A315030 547165 Inmate Hair Cuts	\$-0-	\$ <u>3,000</u>

Control Total		\$ <u>3,000</u>
---------------	--	-----------------

Revenue

A315030 427709 Inmate Commissary Account	\$-0-	\$ <u>3,000</u>
--	-------	-----------------

Control Total		\$ <u>3,000</u>
---------------	--	-----------------

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

3410 Office of Emergency Management

Revenue

	<u>From</u>	<u>To</u>
A341030 427051 Gifts & Donations	<u>\$-0-</u>	<u>\$7,000</u>

Control Total		<u>\$7,000</u>
---------------	--	----------------

Expense

A341030 540826 Fire Prevention Equipment	<u>\$-0-</u>	<u>\$7,000</u>
--	--------------	----------------

Control Total		<u>\$7,000</u>
---------------	--	----------------

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED BUDGET

BE IT RESOLVED, that the 2023 Adopted County Budget be modified as follows:

General Fund

6010 Social Services Administration

Expense

A601060 540705 Safe Harbor Expense

From

To

\$-0-

\$16,604

Control Total

\$16,604

Revenue

A601060 436100 SA Social Services Administration

\$2,650,091

\$2,666,695

Control Total

\$16,604

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH BONADIO
& CO. FOR AUDITING SERVICES**

WHEREAS, pursuant to the standards and guidelines contained in the Single Audit Act, as amended, and Office of Management and Budget Super Circular (formally OMB Circular A-133), the County is required to engage an independent auditor for the purpose of annually performing a Federal Single Audit of financial assistance awards; and

WHEREAS, the County is required to engage an independent auditor for the purpose of annually auditing the County Basic Financial Statements: and

WHEREAS, the County is required to engage an independent auditor for the purpose of annually performing agreed-upon procedures relative to financial assurance requirements for the County's municipal Solid Waste Landfill; and

WHEREAS, the County is also required to engage an independent auditor for the purpose of annually performing a New York State Department of Transportation Single Audit; and

WHEREAS, the County is required to engage an independent auditor for the purpose of performing a New York State Department of Mental Hygiene Consolidated Fiscal report (CFR); and

WHEREAS, Bonadio & Co, LLP has successfully provided the County with various consulting services over the past several years; and

WHEREAS, Bonadio & Co, LLP has experience performing financial audits for various other New York State county governments and the County has received positive recommendations from other counties who utilize this firm for their annual financial audit services; and

WHEREAS, Bonadio & Co, LLP has provided a proposal for the aforementioned auditing service for the County's fiscal year ending 2022, for a fee of \$66,900.

NOW, THEREFORE, BE IT RESOLVED , that the Chairman of the Board of Supervisors be, and hereby is, authorized to enter into an agreement with Bonadio & Co, LLP as is on file with the Clerk of the Board of Supervisors.

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO.23-_____

**AUTHORIZATION FOR THE OFFICIALS DESIGNATED TO APPROVE THE NEW YORK
STATE REAL PROPERTY TAX LAW CORRECTION OF ERRORS LESS THAN \$2,500**

WHEREAS, Chapter 515, Laws of 1997, Section 554 & 556 of the NYS Real Property Tax Law, have been amended to permit a tax levying body to authorize designated officials to approve correcting the tax roll and tax bill, and to authorize the payments or refunds that are less than \$2,500 for corrections of errors appearing on assessment and tax rolls; and

WHEREAS, Madison County annually processes in excess of 20 corrections of error causing related administrative effort and legislative action which can be minimized, resulting in time and cost savings; and

WHEREAS, the Madison County Treasurer and/or Deputy County Treasurer and the Director of Real Property Tax Services recommend that this resolution be adopted in order to make such corrections and refunds to the taxpayer erroneously assessed in a timely and efficient manner;

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Treasurer and/or Deputy County Treasurer and the Director of Real Property Tax Services are hereby designated pursuant to the provisions of Chapter 515, NYS Real Property Tax Law for the fiscal year of 2023;

BE IT FURTHER RESOLVED, also pursuant to Chapter 515, that during the last meeting of the fiscal year, the Madison County Treasurer and/or Deputy County Treasurer shall submit a report to the Madison County Board of Supervisors of the corrections and refunds processed during the fiscal year, including the name of each recipient, the location of the property, and the amount of the correction or refund.

Dated: February 7, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT AND MODIFYING THE 2023
ADOPTED COUNTY BUDGET**

WHEREAS, Madison County issued a RFP for programs related to Opioid Settlement Funding;

WHEREAS, Madison County Council on Alcoholism & Substance Abuse, Inc. (BRiDGES) has been selected as an award recipient;

NOW, THEREFORE, BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

4220 Narcotics Addiction Control

Expense

	<u>From</u>	<u>To</u>
A422040 542728 BRiDGES Program Expense	\$ <u>-0-</u>	<u>\$80,000</u>

Control Total		<u>\$80,000</u>
---------------	--	-----------------

Revenue

A422040 488030 Appropriation of Opioid Reserves-Restricted	<u>\$6,375</u>	<u>\$86,375</u>
--	----------------	-----------------

Control Total		<u>\$80,000</u>
---------------	--	-----------------

BE IT FURTHER RESOLVED, that the Chairman of the Board be hereby authorized to execute an agreement, a copy of which is on file with the Clerk of this Board, for the period from February 1, 2023 through December 31, 2024 with Madison County Council on Alcoholism & Substance Abuse, Inc. (BRiDGES).

Dated: February 7, 2023

Mary B. Cavanagh, Chairman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH COMMUNITY ACTION PROGRAM FOR MADISON COUNTY, INC. AND TO MODIFY THE 2023 ADOPTED COUNTY BUDGET

WHEREAS, studies have shown that positive adult role models can have significant impact on the lives of youth, and in particular at-risk youth, and in the 2018 Madison County Youth Bureau Teen Assessment Project Survey, 26% of youth answered that they worry no one loves or cares about them, up from 21% in the 2014 Survey; and

WHEREAS, the above statistic is a worrisome number that is also evidenced in the ever present waitlist of Community Action Program for Madison County, Inc.'s Volunteer Mentoring Program which the end of 2022, was at 13 children; and

WHEREAS, the referrals of the children describe a variety of needs including but not limited to peer relations, family concerns, self-esteem, communication and social skills, and lack of a role model; and

WHEREAS, through the Volunteer Mentoring Program, adults in the community have provided youth with a positive, supportive, and caring adult role model and opportunities for positive adult interactions since 2002; and

WHEREAS, each one-on-one match has a duration of at least 12 months and is based on interests, geography, and personalities of both the mentor and mentee, demonstrated by the strong relationships developed over time, and youth's improved confidence and caring, as measured through Positive Youth Development informed surveys; and

WHEREAS, the Madison County Youth Board evaluated the proposal on December 6, 2022, and has recommended the allocation of \$23,573 in county funding to operate the proposed program during the period of January 1, 2023, to December 31, 2023, and the Health and Human Services Committee has approved the allocation;

NOW THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Community Action Program for Madison County, Inc. in the form as is on file with the Clerk of the Board; and

BE IT FURTHER RESOLVED, that the 2023 Adopted County Budget be modified as follows:

GENERAL FUND

7146 Youth Programs - Agencies

Expense

	<u>From</u>	<u>To</u>
A714670 541007 Anticipated Agency Allocation	\$ 112,750	\$ 89,177
A714670 542783 CAP Volunteer Mentoring Program	\$ <u>0</u>	\$ <u>23,573</u>
Control Total	\$ <u>112,750</u>	\$ <u>112,750</u>

Dated: February 7, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health & Human Services Committee

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
SYRACUSE UNIVERSITY**

WHEREAS, the Madison County continues to combat the issue of substance abuse and;

WHEREAS, monitoring concentrations of Opioids, Cannabis and other lifestyle-related substances through wastewater sampling and testing can provide a platform for communities to identifying increased prevalence of such substances; and

WHEREAS, Syracuse University has the expertise and ability to accurately analyze samples for these substances prevalence in wastewater samples; and

WHEREAS, the Health and Human Service Committee believes it is appropriate and in the best interest of Madison County to again enter into an agreement with Syracuse University at a cost of \$447 per sample not to exceed \$37,548 and;

WHEREAS, the cost of said testing is covered by existing ARPA funds,

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter an agreement with Syracuse University effective February 7 through March 15 2023, as is on file with the Clerk of the Board.

Dated: February 7, 2023

Mary B. Cavanagh, Chairman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENT WITH CAYUGA CENTERS

WHEREAS the Commissioner of Social Services of the County of Madison is charged with the responsibility for the administration of all child welfare services in the County of Madison at public expense pursuant to Section 395 et seq. of the Social Services Law; and

WHEREAS the Department of Social Services is mandated to provide preventive services to at-risk children and families designed to prevent foster care placements and to reduce the lengths of costly foster care and residential placements; and

WHEREAS, Cayuga Centers, a private not-for-profit agency, was one of two agencies who responded to a request for proposal (RFP) issued by Madison County in 2022 and was chosen by an RFP review committee to be the most appropriate provider of these preventive services: and

WHEREAS this intensive preventive service program is based on sound evidence-based practices and is effective in other counties around New York State; and is in compliance with newly adopted Family First Legislation; and

WHEREAS, with the Raise the Age and Raise the Lower Age legislation going into effect it will be more important now, more than ever, to have services available for youth who have received JD appearance tickets or present with PINS behaviors; and

WHEREAS Cayuga Centers, has the recognized capacity to provide these services and has offered to do so for an amount not to exceed \$345,563 for the period January 1, 2023, to December 31, 2023, and

WHEREAS these funds are reimbursed at an approximate rate of 62 percent through federal and/or state funding; and

WHEREAS this agreement has been reviewed and approved by the Health and Human Services Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Cayuga Centers, Inc., in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Mary B. Cavanagh, Chairman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**RESOLUTION CALLING ON THE GOVERNOR TO COMPLETE AFFORDABLE CARE
ACT ENHANCED FEDERAL MEDICAID ASSISTANCE PERCENTAGE
RECONCILIATIONS THAT ARE YEARS OVERDUE AND IMMEDIATELY RELEASE THE
FEDERAL FUNDS OWED TO COUNTIES AND NEW YORK CITY**

WHEREAS, the funding to support the Medicaid program is provided by a combination of *federal*, state and local resources; and

WHEREAS, the state requires the counties and New York City to contribute \$7.6 billion annually to pay for the federal and state defined and controlled program; and

WHEREAS, the locally required share of Medicaid funding paid in New York is the highest of any state in the country; and

WHEREAS, this large local funding share for Medicaid and other state programs is a major contributor to New York's high local tax burden compared to other states; and

WHEREAS, under the Affordable Care Act (ACA), the federal government provided an enhanced Medicaid matching share (eFMAP), which has saved New York State billions of dollars; and

WHEREAS, the state is required under federal law to share these savings with counties and New York City based on the proportionate share localities pay of the nonfederal match; and

WHEREAS, the state has utilized a methodology that provides 80 percent of these estimated federal savings to counties in the year the costs accrue; and

WHEREAS, the balance of savings owed to counties is required to be reconciled annually to ensure the withheld savings are transferred to county budgets and local taxpayers, as well as meeting the intent of federal law; and

WHEREAS, the last completed reconciliation and transfer of the full federal savings owed to counties was for state fiscal year 2015-16; and

WHEREAS, individual counties and NYSAC have made numerous requests, over multiple years, regarding the status of outstanding Medicaid ACA eFMAP reconciliations and the federal funds withheld from counties; and

WHEREAS, due to the lack of a meaningful response from state officials, dozens of counties have submitted Freedom of Information Law (FOIL) requests to the New York State Department of Health (DOH); and

WHEREAS, DOH has been providing detailed responses to county FOIL inquiries and initial responses indicate, if current trends continue, that hundreds of millions of federal ACA eFMAP savings are still owed to counties and New York City for SFYs 2017, 2018, 2019, 2020, and 2021, because reconciliations have not been completed; and

WHEREAS, the federal government also enacted a temporary COVID eFMAP where the state also provides 80 percent of the estimated savings to counties, with the final amount to be reconciled in the following year; and

WHEREAS, the state has failed to reconcile any of the COVID eFMAP savings as well for the three years they have been provided; and

WHEREAS, Madison County is owed over \$2.4 million just through 2019 and additional funds for 2020 and 2021; and

WHEREAS, County taxpayers should not be responsible for a tax burden that is being caused by New York State's inability to do the reconciliations timely; and

WHEREAS, the New York State Association of Counties estimates that hundreds of millions of federal savings are still owed to counties from the COVID eFMAP reconciliations that have not yet occurred; and

WHEREAS, because the state is withholding these federal funds, it requires counties and New York City to reserve funds locally to make up for the loss, meaning local taxes have been kept higher than they need to be over multiple years, or local services are scaled back or eliminated; and

WHEREAS, in the years leading up to the last completed ACA eFMAP reconciliation, counties were provided an estimate of their coming year Medicaid costs by September, in time to incorporate the savings in their budgets, which ceased when regular reconciliations ended; now, therefore, be it

RESOLVED, that Madison County urges the Governor to complete these unfinished reconciliations as soon as possible and to provide counties and New York City a full accounting of the federal funds owed, and to take immediate steps to release the funds to localities; and, be it further

RESOLVED, the state should also renew its practice of providing timely notice to counties of coming year Medicaid costs so they can appropriately budget those savings for local taxpayers and to preserve highly desired local quality of life services provided in our communities; and, be it further

RESOLVED, that certified copies of this Resolution be forwarded to Governor Kathy Hochul, Senator Charles E. Schumer, Senator Kirsten E. Gillibrand, Congressman Brandon Williams, Senator Joe Griffo, Assemblyman Brian Maher, Assemblyman Joe Angelino, Assemblyman Brian Miller, Assemblyman Al Stirpe, Assemblyman Jeff Gallahan, and the New York State Association of Counties.

Date: February 7, 2023

Mary B. Cavanagh, Chairman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH BRIDGES, CORNELL COOPERATIVE EXTENSION MADISON COUNTY AND THE MADISON COUNTY YOUTH BUREAU FOR THE CONTINUATION OF THE MADISON COUNTY YOUTH COUNCIL

WHEREAS, the vision of the Madison County Youth Council is to empower youth to form a stronger connection to their communities through service, outreach, advocacy, and education; and

WHEREAS, the Madison County Youth Council will give youth across the county a platform to share, develop, and execute their ideas to create a healthier Madison County; to start building foundations and forming connections to have a more active role in their communities; and

WHEREAS, the missions of the three entities involved, BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc., Cornell Cooperative Extension of Madison County (CCE) and the Madison County Youth Bureau (MCYB) align, allowing each entity to provide a supportive role to youth through a mentor, to work toward the maintenance of the Madison County Youth Council; and

WHEREAS, an Interagency Agreement will be entered into among BRiDGES, CCE and the MCYB during the period of January 1, 2023, through December 31, 2023; and

WHEREAS, this agreement illustrates and solidifies the partnership of the three entities, with costs of staffing associated with operation of the program in 2023 being absorbed by each entity or outside funding source as jointly applied for, and other agreed upon costs for youth being reimbursed through remaining miscellaneous funds through the MCYB budget; and

WHEREAS, this agreement has been reviewed and approved by the Youth Bureau Youth Board and the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with BRiDGES, CCE and the MCYB in form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**APPOINTING A BOARD OF SUPERVISORS REPRESENTATIVE TO
MADISON COUNTY COOPERATIVE EXTENSION BOARD**

BE IT RESOLVED, that Dave Jones, Supervisor for the Town of Fenner, of 4879 Nelson Road, Cazenovia, NY 13035 be and is hereby re-reappointed to the Madison County Cooperative Extension Board, as the Board of Supervisors representative, for a term of two years, commencing on January 1, 2023 and expiring on December 31, 2024.

Dated: February 7, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development, Environmental
and Intergovernmental Affairs Committee

RESOLUTION NO. 23-_____

**AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT BETWEEN
AMBER WATER PROS AND MADISON COUNTY**

WHEREAS, Madison County has been undertaking a project to design a new building at Delphi Falls County Park; and

WHEREAS, due to the Park's location, a well will have to be tested and drilled to determine design parameters for the facilities water treatment system; and

WHEREAS, Amber Water Pros have submitted pricing and details on services that will meet the needs of the Architects designing the building; and

WHEREAS, the cost for these services is covered within the Delphi Falls County Park capital budget and shall not exceed \$40,000;

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors authorizes the Chairman to enter into an agreement with Amber Water Pros, a copy of which is on file with the Clerk of this Board.

Dated: February 7, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO POLE ATTACHMENT AGREEMENTS
FOR AERIAL FIBEROPTIC CABLE INSTALLATION**

WHEREAS, Madison County was awarded a \$10,156,160 grant (toward a total project cost of \$13,541,547) from the United States Department of Agriculture's (USDA) Rural Utilities Service ReConnect Program; and

WHEREAS, the grant funds are to provide reliable and affordable high speed internet to underserved rural areas of Madison County as defined by the USDA; and

WHEREAS, Madison County is moving this project forward and presently has agreements with Empire Access for network operation and NYES for network design, and has ordered hundreds of miles of fiber optic cable; and

WHEREAS, next steps in the process involve the signing of Pole Attachment Agreements with various pole owners in Madison County (NYSEG, National Grid, Verizon, Frontier, Charter Communications, Windstream, etc.); and

WHEREAS, these pole attachment agreements have been reviewed by the County's Attorney's Office and our broadband consultants, ECC Technologies; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to execute pole attachment agreements with the above mentioned companies, copies of which are on file with the Clerk of the Board.

Dated: February 7, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. 23-_____

**AUTHORIZATION TO SIGN A CONTRACT WITH H. SICHERMAN & COMPANY, INC. D/B/A
THE HARRISON STUDIO**

WHEREAS, Madison County has received a \$1,000,000 grant from the New York State CARES Community Development Block Grant (CDBG) program, and

WHEREAS, The Madison County Planning Department in partnership with the Madison County Industrial Development Agency will use the grant to make available CARES funds to prevent, prepare for, and respond to the effects of the coronavirus pandemic; and

WHEREAS, this grant is designed to help small businesses (typically less than 25 employees) with reopening and restarting to help bolster Madison County's economy; and

WHEREAS, the County's grant award includes \$80,000 for program delivery and \$30,000 for administrative costs, and

WHEREAS, Madison County has undertaken RFP 18-22 and has selected H. Sicherman & Company, Inc. D/B/A The Harrison Studio to administer this project on behalf of the County; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to sign an Agreement with H. Sicherman & Company, Inc. D/B/A The Harrison Studio, to administer this project for Madison County, for a sum not to exceed \$110,000 as outlined in our grant award.

Dated: February 7, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. 23-_____

**AUTHORIZING CHAIRMAN TO MODIFY AN AGREEMENT WITH ENVIRONMENTAL
DESIGN AND RESEARCH, D.P.C.**

WHEREAS, Madison County is working to develop Delphi Falls County Park into a user friendly, accessible, and attractive outdoor destination; and

WHEREAS, developing a trail system for viewing the upper and lower falls is a top priority in the Park's development; and

WHEREAS, that after an RFP selection process, Madison County had determined that Environmental Design and Research (EDR) D.P.C. has the skills and expertise necessary to design parking, trails, and related features at Delphi Falls County Park; and

WHEREAS, Madison County has an existing contract with EDR DPC for construction and stormwater management; and

WHEREAS, both parties are desirous of a no-cost time extension until July 31, 2023 to allow for the completion of the project; and

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors hereby authorizes John M. Becker, Chairman of the Board, to enter into a contract modification (a copy of which is on file with the Clerk of this Board) with EDR D.P.C.

Dated: February 7, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. 23-_____

RE-APPOINTING A SUPERVISOR TO THE JURY BOARD

WHEREAS, Section 652 of the Judiciary Law states that there shall be established for each County, except Albany, Westchester, Suffolk and Nassau, a County Jury Board consisting of the Justice of the Supreme Court, the Senior County Judge and any member of the Board of Supervisors who shall be designated for that purpose by the Board of Supervisors; and

WHEREAS, Alexander Stepanski, Supervisor from the Town of Stockbridge, has served on this Board and wishes to be re-appointed for a new term;

NOW, THEREFORE BE IT RESOLVED, that Alex Stepanski, Supervisor from the Town of Stockbridge be and is hereby re-appointed to serve on the Jury Board for a one year term, commencing on January 1, 2023 and expiring on December 31, 2023.

Dated: February 7, 2023

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**ADOPTING THE 2022 MADISON COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the Madison County Board of Supervisors recognizes the threat that natural hazards pose to people and property within Madison County; and

WHEREAS, Madison County has prepared a multi-hazard mitigation plan, hereby known as the 2022 Madison County Multi-Jurisdictional Hazard Mitigation Plan, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2022 Madison County Multi-Jurisdictional Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Madison County from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Madison County Board of Supervisors demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2022 Madison County Multi-Jurisdictional Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED, that the County of Madison, State of New York, Board of Supervisors adopt the 2022 Madison County Multi-Jurisdictional Hazard Mitigation Plan. This plan, approved by the community, may be edited or amended after submission for review but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in five (5) years.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
TRAFFIC SAFETY RESEARCH, LLC**

WHEREAS, the Madison County Sheriff is in need of assistance with the administration of the STOP-DWI Community Education and Outreach Program; and

WHEREAS, Traffic Safety Research, LLC has the skills, expertise, education, training and licensing required to perform the required services; and

WHEREAS, the term of this agreement shall be from January 1, 2023 until December 31, 2023; and

WHEREAS, the County will compensate Traffic Safety Research, LLC with a total of Forty Four Thousand Dollars (\$44,000) which is 100% program funded; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Traffic Safety Research, LLC in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE
CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO
ANIMALS**

WHEREAS, the Central New York Society for the Prevention of Cruelty to Animals, the “CNY SPCA”, provides animal cruelty services and investigations on an as-needed basis for Madison County; and

WHEREAS, the compensation for rendering of the CNY SPCA’s services shall be made in quarterly amounts of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), not to exceed Seventy Five Thousand Dollars (\$75,000) for 12-month time periods; and

WHEREAS, the term of this two year agreement shall begin on January 1, 2023 and end December 31, 2024; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into agreement on behalf of the County of Madison with the CNY SPCA, in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
FOR JAIL PHYSICIAN SERVICES**

WHEREAS, the Madison County Sheriff must provide medical services to the inmates of the Madison County Public Safety Building; and

WHEREAS, Dr. Imtiaz R. Samad, M.D., P.C. represents that he has the skills, expertise, education, training and licensing required to perform the required medical services; and

WHEREAS, the term of this agreement shall be from January 1, 2023 until December 31, 2023; and

WHEREAS, the County will compensate Dr. Samad at a monthly rate of Four Thousand Nine Hundred Ninety Two Dollars and 50/100 (\$4,992.50), the total amount of compensation will not exceed Fifty Nine Thousand Nine Hundred Ten Dollars (\$59,910); and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Dr. Imtiaz R. Samad, M.D., in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE
MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT FOR THE USE OF
SPECIAL PATROL OFFICERS**

WHEREAS, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer, and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Morrisville-Eaton Central School District is desirous in continuing to utilize these Special Patrol Officers in order to enhance order and security in their public school buildings; and

WHEREAS, in order to continue to facilitate such a use of Special Patrol Officers, the County of Madison and the Morrisville-Eaton Central District wish to enter into an agreement so as to set forth and define the parties' understanding of the terms and conditions; and

WHEREAS, this request for the use of Special Patrol Officers to continue to provide services to the Morrisville-Eaton Central School District has been approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with the Morrisville-Eaton Central School District for the utilization of Special Patrol Officers, in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, a municipal corporation of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and Morrisville-Eaton Central School District, with principal offices at 5061 Fearon Road, PO Box 990, Morrisville, NY 13408, hereinafter called the "District";

WITNESSETH

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and County are both municipal corporations, as that term is defined by GML §119-n(a); and

WHEREAS, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Morrisville- Eaton Central School District wishes to secure the services of these SPOs in order to enhance order, safety and security in their public school building; and

WHEREAS, in order to facilitate such a use of SPOs, the County of Madison and the Morrisville-Eaton Central School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

NOW THEREFORE, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
 - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
 - B. To increase the physical law enforcement presence within the District facilities;
 - C. To decrease the number of incidents involving outside police intervention at the District facilities;
 - D. To increase a sense of safety and order within the school setting; and
 - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have a SPOs available on site at District contracted campuses each day that school is in session from 7:15 a.m. to 3:15 p.m. (Middle/High School) 8:30 a.m. to 4:30 p.m. (Elementary School) during the Term of this Agreement (as defined below in Section III), as

designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPO is absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff. Upon advance notice and mutual agreement between the Sheriff and the District, the hours of the SPOs may be adjusted in a given week (not to exceed 40 hours- refer to Section IX) in order to provide law enforcement coverage at a school event with an anticipated mass gathering.

III. **TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on December 31, 2023, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term").

IV. **DUTIES OF THE SPOs:** The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. Under the supervision of the MCSO, and in coordination with the building principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law, and shall refer all matters of student discipline to the appropriate building principal or designee;;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;

- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;
- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- A. The Sheriff further agrees to provide SPOs who:
 - 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - 2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 - 3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - 4. Meet all education and experience requirements set forth by Madison County and New York State; and
 - 5. Also demonstrate:
 - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - c. A working knowledge of social services providers and other community justice and school resources;
 - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - e. A genuine interest in at-risk youth; and
 - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.
- F. The Sheriff agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Worker's Compensation Law, New York State civil

Service Law, New York State General Municipal Law, and applicable regulations of the Commissioner of Education.

VI. RESPONSIBILITIES OF THE DISTRICT: The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;
- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MCSO supervisory personnel and request their services for a police response.

VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

VIII. RESOLUTION OF ISSUES/TERMINATION:

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first

develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

IX. COMPENSATION:

- A. Basic Payment: The County agrees to provide and to pay the SPOs hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District as detailed herein.'
- B. The Parties agree that the District shall pay compensation in the amount of Nineteen Thousand Dollars (\$19,000) per Special Patrol Officer utilized by the District to the County during the Term of this Agreement. It is understood between the parties that this compensation shall be prorated to reflect that July and August will not be deemed to be "employed months".
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Absent a mutual agreement to the contrary, any time spent at the District over and above eight (8) hours per day or forty (40) hours per week by the SPO will be paid by the District at a rate in which the SPO is paid – time and half (overtime).
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

- X. INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the

District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

XI. INDEMNIFICATION/HOLD HARMLESS:

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

XII. INSURANCE:

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a

copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. **NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. **SUSPENSION OF WORK AND NON-APPROPRIATION:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice

authorizing a resumption of work.

- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. NOTICE:

All notices to the County should be sent to:

Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to the Sheriff at:

Madison County Sheriff's Office
138 N. Court Street, Bldg. #7
Wampsville, New York 13163

All notices to the District should be sent to:

Morrisville- Eaton Central School District
5061 Fearon Road
PO Box 990
Morrisville, NY 13408

- XVI. EXPIRATION:** The Parties agree that this Agreement expires on December 31, 2023, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

- XVII. CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.

- XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- XIX. **ASSIGNMENT AND WAIVER:** This Agreement may not be assigned by either party. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
- XX. **DISTRICT POLICIES AND NYSED REQUIREMENTS:** The parties hereto understand and agree that anyone who is on District property, to include SPOs, is subject to District policies, unless specifically exempted by law. As the District is governed by the NYSED rules and regulations, SPOs must meet the NYSED standards, which includes background checks and fingerprinting.
- XXI. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

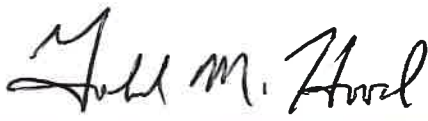
COUNTY OF MADISON

DATED:

By: _____
John M. Becker
Chairman, Board of Supervisors

MADISON COUNTY SHERIFF'S OFFICE

DATED: 1-4-2023

By:  _____

MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT

DATED: January 3, 2023

By:  _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 202____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the 4th day of January, 2023, before me, the undersigned, personally appeared Todd M. Hood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in Oneida County

My Commission Expires: 02/26/23

Kathy L. Chaires
Notary

KATHY L. CHAIRES NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CH6055404 Qualified in Oneida County Commission Expires February 26, 20 <u>23</u>
--

STATE OF NEW YORK)

COUNTY OF MADISON)

On the 3rd day of Jan., 2023, before me, the undersigned, personally appeared Gregory Molloy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their capacity(ies), and that by his/~~her~~/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in Madison County

My Commission Expires: 8-4-26

Priscilla S. Crandall
Notary

PRISCILLA S. CRANDALL
Notary Public, State of New York
Qualified in Madison Co. No. 4867135
My Commission Expires August 4, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

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 Haylor, Freyer & Coon, Inc. P.O. Box 4743 Syracuse NY 13221	CONTACT NAME: Kathy Fraser PHONE (A/C, No, Ext): 315-453-2175 E-MAIL ADDRESS: kfraser@haylor.com FAX (A/C, No): 315-362-5763
INSURED Morrisville-Eaton Ctrl School PO Box 990 Morrisville NY 13408	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Ins Co. of OH INSURER B: Republic Franklin Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 72049509**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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		CPP1396321	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAC1379012	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CULP1400585	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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 ☐ OTH-ER ☐ 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)
Re: School Patrol Officer

CERTIFICATE HOLDER**CANCELLATION**

County of Madison
P.O. Box 635
North Court Street
Wampsville NY 13163

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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 OneGroup NY, Inc 182 Main Street Oneida NY 13421	CONTACT NAME: Julie Herb, MBA, CIC, CISR, FIPC PHONE (A/C, No, Ext): 315-280-6329 E-MAIL ADDRESS: jherb@onegroup.com FAX (A/C, No): 315-363-2183
INSURED County of Madison P.O. Box 635 North Court Street Wampsville NY 13163	INSURER(S) AFFORDING COVERAGE INSURER A: US Specialty Ins. Co. INSURER B: GUARDIAN LIFE INSURANCE COMPANY OF INSURER C: Allied World Surplus Lines Insurance Co INSURER D: INSURER E: INSURER F:
	NAIC # 29599 24319

COVERAGES**CERTIFICATE NUMBER:** 1941643886**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	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	U23PK380144-01	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		U23PK380144-01	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		U23PK380144-01	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	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 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A C	Disability Leased/Rented/Borrowed Equipment Medical Professional Liability		1342222 U23PK380144-01 03099458	7/1/2022 1/1/2023 1/1/2023	7/1/2024 1/1/2024 1/1/2024	Statutory \$300,000 1000000 per claim \$1,000 Deductible 3000000 aggregate

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

Certificate holder is additional insured on a primary & non-contributory basis regarding 2023 Contract for Special Patrol Officer

CERTIFICATE HOLDER**CANCELLATION**Morrisville-Eaton Central School District
5061 Fearon Rd.
Morrisville NY 13408
Morrisville High School

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: MADCO5

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY OneGroup NY, Inc.		NAMED INSURED County of Madison P.O. Box 635 North Court Street Wampsville NY 13163
POLICY NUMBER		
CARRIER	NAIC CCDE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE APPLIES PER FORM:

GENERAL LIABILITY:

GL000123 NY 0116 ADDITIONAL INSURED - By Contract, Agreement or Permit Endorsement

GL000100 NY 05 16 Commercial General Liability Coverage Form

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Address Only) Madison County PO Box 636 Wampsville, NY 13163	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" 315-366-2371
	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1b. Effective Date of Membership in the Group 01/01/2001	
1c. The Proprietor, Partners or Executive Officers are ☒ included (only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of business referenced in Box "1a" 15-6000459
2. Name and Address of the Equity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Morrisville-Eaton Central School District 5061 Fearon Rd Morrisville, NY 13408	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

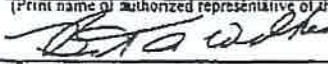
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Brent Wilkes, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  11/15/22
(Signature) (Date)

Title: President

Telephone Number: 1-888-737-6269

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE
HAMILTON CENTRAL SCHOOL DISTRICT FOR THE USE OF SPECIAL PATROL
OFFICERS**

WHEREAS, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer, and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Hamilton Central School District is desirous in continuing to utilize these Special Patrol Officers in order to enhance order and security in their public school buildings; and

WHEREAS, in order to continue to facilitate such a use of Special Patrol Officers, the County of Madison and the Hamilton Central School District wish to enter into an agreement so as to set forth and define the parties' understanding of the terms and conditions; and

WHEREAS, this request for the use of Special Patrol Officers to continue to provide services to the Hamilton Central School District has been approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with the Hamilton Central School District for the utilization of Special Patrol Officers, in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH NYS OFFICE OF
INDIGENT LEGAL SERVICES ON BEHALF OF THE MADISON COUNTY
ASSIGNED COUNSEL PROGRAM**

WHEREAS, Madison County Assigned Counsel wishes to provide our panel attorneys with an increase in compensation for their appearance at the Family Treatment Program through a stipend increase to provide for the continued payment of experts, investigators, social workers, transcriptions and forensic pathologist services to benefit the clients of the Madison County Assigned Counsel Program to provide coverage for the cost of client transportation to required Court appearances and to provide for reimbursement for and to host CLE and other trainings for our panel members at no cost to them; and

WHEREAS, NYS Office of Indigent Legal Services, hereinafter referred to as “ILS,” is a division of the New York State government which provides for grants to local governmental agencies to assist in the assurance of competent legal services for the public based upon their financial eligibility; and

WHEREAS, the maximum amount of funds available and payable to the County under this three-year distribution for 2023-2025 shall not exceed \$113,838.00; and

WHEREAS, the County shall be reimbursed only for costs actually incurred in accordance with this Agreement. Payments shall be made in arrears on a quarterly basis and be processed upon submission by the County and approved by the NYS Office of Indigent Legal Services of appropriate statements and vouchers; and

WHEREAS, the contract with ILS would cover a 36-month period of time to start January 1, 2023 to run through December 31, 2025; and

WHEREAS, Dist. #13 funding will provide sufficient funds for Madison County Assigned Counsel to provide additional benefits to our attorneys by providing an increased stipend for their appearance at Family Treatment Programs and by providing reimbursement and access to no cost CLE and other trainings and will also provide for the benefits to our clients by providing reimbursement for expenses for transportation to required Court appearances and by providing compensation for any expert services that their assigned counsel may deem appropriate for their case; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with NYS Indigent Legal Services, in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and

Emergency Communications Committee

AUTHORIZING THE CHAIRMAN TO ACCEPT GRANT FUNDS WITH THE US DEPARTMENT OF JUSTICE – SMALL, RURAL, AND TRIBAL BODY WORN CAMERA PROGRAM GRANT AND MODIFYING THE 2023 COUNTY BUDGET

WHEREAS, Madison County was awarded a grant for \$30,750 by the US Department of Justice – Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program, as stated on Resolution 22-228; and

WHEREAS, the County requested an increase in the original award amount and since no funds have been yet reimbursed to the County, the course of action is to void the original award agreement and execute a new agreement with the increased award request for a grand total of \$74,000; and

WHEREAS, these funds will provide 50% match federal reimbursement of eligible costs in the effort to support Madison County; and this grant program is described as follows:

Awarding Agency:	US Department of Justice
Pass-Thru:	Small, Rural and Tribal Body-Worn Camera Program
Project ID #:	2020-BC-BX-K001
Program Name:	Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program
Grant Period:	01/01/2022 to 12/31/2024
CFDA #:	16.835
Award #:	28909595
Federal Funds:	50% Match
Grant Total:	\$74,000

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with the US Department of Justice, in the form as is on file with the Clerk of the Board; and

BE IT FURTHER RESOLVED, that the 2023 Adopted County Budget be modified as follows:

General Fund

3110 Sheriff's Office

Expense

	<u>From</u>	<u>To</u>
A311030 540845 Body-Worn Cameras	<u>\$32,500</u>	<u>\$74,000</u>
Control Total		<u>\$41,500</u>

Revenue

	<u>\$-0-</u>	<u>\$41,500</u>
A311030 443913 Fed Aid Body-Worn Cameras Grant		
Control Total		<u>\$41,500</u>

Dated: February 7, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

**EXPRESSING THE COUNTY'S INTENT TO PARTICIPATE IN LOCAL COMMUNITY
CLEAN-UP PROGRAMS IN THE YEAR 2023**

WHEREAS, Madison County's fifteen Towns and the City of Oneida are interested in conducting community clean-up programs during the year 2023; and

WHEREAS, the Solid Waste Committee approves issuing each Town and the City a total of 10 free tons for community clean-up programs in 2023; and

WHEREAS, this free tonnage shall be utilized explicitly for community clean-up programs, roadside litter, and litter prevention initiatives for County residents; and

WHEREAS, other municipalities (such as Villages in the County) or community organizations expressing interest in participating in this program shall work through the Towns and the Towns shall provide the Solid Waste Department written authorization for utilization of their free tonnage; and

WHEREAS, the Towns and City shall notify the Solid Waste Department of the clean-up dates in advance and shall directly deliver the clean-up program materials to the Madison County Landfill; and

WHEREAS, the Towns and City shall follow the Solid Waste Department's specific requirements regarding the separation of waste streams and prohibition of unacceptable items; and

WHEREAS, pursuant to this resolution, the Solid Waste Committee also approves the free acceptance of roadkill at the Madison County Landfill that is routinely collected along Madison County roads by the State Department of Transportation and municipal Highway Departments;

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors hereby supports providing this free tonnage for community clean-up programs.

Dated: February 7, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO A MODIFICATION AND EXTENSION AGREEMENT WITH ALPHA ANALYTICAL, INC. FOR PROFESSIONAL LABORATORY ANALYTICAL SERVICES

WHEREAS, the Madison County Department of Solid Waste requires the professional services of a New York State Department of Health certified laboratory in support of its groundwater monitoring program for its east and west side landfills located in the Town of Lincoln; and

WHEREAS, Madison County issued a Request for Proposals (P419) in 2019 for Analytical Testing Services and received four proposals in response; and

WHEREAS, in 2019, Madison County established a contract with TestAmerica Laboratories, Inc. (the proposer receiving the highest composite score); and

WHEREAS, in 2020 Madison County terminated its contract with TestAmerica Laboratories, Inc. and established an agreement with Alpha Analytical, the laboratory that had the second highest composite score; and

WHEREAS, Alpha Analytical possesses all of the required New York State Department of Health certifications required to perform the required laboratory and analytical services; and

WHEREAS, Alpha Analytical provided the required services at the costs specified in their proposal for the initial agreement term (through March 12, 2021); and

WHEREAS, the terms of the agreement included optional renewals under the same terms and conditions for three (3) additional one (1) year periods upon written consent of both parties; and

WHEREAS, both parties previously extended the agreement for two one-year terms through March 12, 2023 (Resolutions 21-130 and 22-116) and now would like to extend the agreement for the third and last extension option, through March 12, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a modification and extension agreement on behalf of Madison County with Alpha Analytical, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH CLIFTON
RECYCLING FOR YARD WASTE GRINDING SERVICES**

WHEREAS, the Madison County Solid Waste Department accepts wood waste from Madison County residents, businesses, and municipalities and such material requires proper processing and management; and

WHEREAS, Madison County previously contracted with Cayuga County Soil and Water Conservation District for tub grinder services to properly process the wood waste, however the Cayuga County Soil and Water Conservation District no longer has their tub grinder; and

WHEREAS, Madison County has the ability to utilize Clifton Recycling for tub grinder services pursuant to Onondaga County Bid No. 0010694; and

WHEREAS, the cost of these services are included in the 2023 Solid Waste Department budget; and

WHEREAS, this agreement has been reviewed and approved by the Solid Waste and Recycling Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Clifton Recycling, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO AWARD BID 22-37 AND ENTER INTO AN
AGREEMENT WITH O'CONNELL ELECTRIC COMPANY, INC**

WHEREAS, sealed bids were received and opened on December 19, 2022 for the PSB Fire Alarm Upgrade Project (BID 22-37); and

WHEREAS, all bids have been canvassed and reviewed by design engineer C&S Companies, who made their recommendation to award the bid to the lowest responsible bidder; and

WHEREAS, the Highway, Buildings and Grounds Committee has reviewed and recommends moving forward with entering into the agreement as recommended by C&S Companies for the performance of this work;

NOW, THEREFORE, BE IT RESOLVED, that the County accept the following bid for the work heretofore described, to wit:

Bid Ref No. 22-37 PSB Fire Alarm Upgrade

**O'Connell Electric Company, Inc.
7001 Performance Drive
North Syracuse, NY 13212**

TOTAL

\$ 244,000.00

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Atlantic Contracting Partners, LLC, in the form as is on file with the Clerk of the Board.

Dated: February 7, 2023

William N. Zupan, Chairman

William N. Zupan, Chairman
Highway, Buildings and Grounds Committee

RESOLUTION NO. 23-_____

**OPPOSING GOVERNOR HOCHUL'S
BAN OF GAS STOVES AND OTHER NEW FOSSIL FUEL HEATING EQUIPMENT**

WHEREAS, Governor Hochul's State-of-the-State address contained a proposal to prohibit the sale of new fossil fuel powered heating systems by 2030 for smaller buildings and by 2035 for larger buildings, and

WHEREAS, Governor Hochul is further calling for zero-emission new construction, with no on-site fossil fuel combustion by 2025 for smaller buildings and by 2028 for larger buildings, and

WHEREAS, President Biden and the White House have come out against any prohibition of gas stoves, and

WHEREAS, the Governor's ban is intended to help address climate change, but this government mandate is more of a burden on our region's working-class residents and will have a devastating effect on restaurants, businesses and manufacturing facilities when they have to convert to all electric, and

WHEREAS, the cost to convert a house to electric will result in a cost between \$20,000 - \$50,000 per household and would not include any kind of backup system in the event of a power outage, and

WHEREAS, the conversion to electric will create unnecessary financial burden and hardship for businesses that compete on a national or global level, and

WHEREAS, the ban will push a lot of businesses out of state and will contribute to accelerated population loss for those that are fed up with high taxes, the high cost of living, unreasonable government mandates, reckless spending by the government, and unrealistic environmental mandates not consistent with our geographic region, and

WHEREAS, a ban on natural gas appliances and water heaters is not feasible for Central New York with harsh winter weather and an exposed electrical infrastructure; appliances used to heat water and cook food need to work during power outages especially during times of inclement weather, and

WHEREAS, this past December saw a blizzard rip through the Buffalo Metro Area leaving tens of thousands of residents stuck in their home without power, many for several days; gas appliances, fed by a more resilient infrastructure, allowed those residents to heat their homes, boil water, and safely cook their food during the days needed to clear the roads and restore electricity; more than 40 people died during this storm - some froze to death; many more would have suffered if they had to rely on a power grid for cooking and emergency heating, and

WHEREAS, current technology, that is expected to replace gas appliances, such as space heating, does not work well in our climate; this fact was noted in the recent Climate Action Council's report which proposed requiring two heating sources for New York Residents who live in areas that are frequently too cold, and

WHEREAS, electrical appliances have more moving parts and are expensive to maintain and repair, and

WHEREAS, all electric appliances have been shown to be less efficient and therefore cost more to generate the same amount of heat than natural gas fed appliances, and

WHEREAS, mandating the purchase of electrical appliances is an unnecessary burden we are placing on families across New York State at a time when the cost of living has significantly outpaced wage growth, and

WHEREAS, with the higher costs, energy bills will go through the roof for residents, further exacerbating the recent price spikes in food, transportation, and general merchandise, and

WHEREAS, as we have seen with California's recent push to make everything electric, this government mandate will likely lead to an increased strain on our state's electrical grid leading to black outs and rationing, which is especially dangerous with the winter weather we routinely experience, and

WHEREAS, the costs to bury power lines, increase renewable energy infrastructure, and increase the capacity of transformers will be passed on directly to consumers in the form of increased energy costs, and

WHEREAS, individual homes, especially those in older housing stock, will be forced to conduct costly in-home electrical panel upgrades to accommodate the increased demand from their appliances, and

WHEREAS, the ban on fossil-fuel powered heating equipment and appliances will cause severe hardship on the residents and businesses within Madison County and Central New York, and

WHEREAS, the Madison County Board of Supervisors condemns the New York State Legislature and Governor Hochul for continuing to pass hypocritical and nonsensical environmental laws which burden the working-class citizens of this county and state all the while ignoring the largest source of pollution - China, a country that has virtually no environmental protections and continues to be irresponsible and indefensible with environmental policies which ultimately end up subsidized by United States consumers through the purchase of hundreds-of-billions of imports much of which are brought to market through New York City ports,

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby vehemently opposes the Governor's plan to ban natural gas heating and appliances as not feasible or warranted for Madison County and much of Central New York, and be it further

RESOLVED, that the Madison County Board of Supervisors hereby strongly urges Governor Hochul and the New York State Legislature to fully examine the real life impact their decisions will have for all New Yorkers, especially those least able to afford them, and be it further

RESOLVED, that certified copies of this resolution be forwarded to Governor Hochul, the Central New York Delegation to the New York State Senate and Assembly, New York State Association of Counties, and any other party deemed necessary and proper.

Dated: February 7, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee