

Highway, Buildings and Grounds
Wednesday, January 27, 2021 @ 2:00 PM
Chambers/Zoom

AGENDA

2:00 PM Call Meeting to Order

Approval of Minutes

- Approval of minutes of December 9, 2020 regular meeting minutes

Other Committee Business

1. RESOLUTION DETERMINING THAT THE PROPOSED MADISON COUNTY OFFICE COMPLEX SANITARY SEWER SYSTEM PROJECT IS A TYPE 1 ACTION AND WILL NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT

Highway:

1. Authorizing the Chairman to enter into an agreement with Ramboll America's Engineering Solutions, Inc.
2. Authorizing the Chairman to extend an agreement with All In Highway Services LLC
3. Approving Trade-In of 2020 Bobcat Skid-Steer Loader
4. Highway Highlights

Facilities/Maintenance:

1. Authorizing the Chairman to enter into an agreement with King & King Architects, LLP for professional design services in regards to Fire Training Building, 6850 Tuttle Rd.
2. Authorizing the Chairman to enter into an agreement with NY Tech Supply Corp for annual lift inspections.
3. Authorizing the Chairman to modify an agreement with Lawn Medic/Pest Arrest
4. Facilities Highlights
5. Central Services Monthly Report

Preferred Agenda

Next Meeting: February 24, 2021- via Zoom

Adjourn

Highway, Buildings and Grounds Committee

Minutes, December 9, 2020 Regular Meeting

- PRESENT:** Chairman Ron Bono, Supervisors William Zupan, Rocco DiVeronica
- ABSENT:** Vice Chairman Alexander Stepanski, Supervisor Charles Walters
- ALSO:** Director of Public Facilities John Regan, Highway Superintendent Joe Wisinski, Deputy Highway Superintendent Brad Newman, Assistant County Attorney Jeff Aumell, County Administrator Mark Scimone, Public Information Officer Samantha Field

Call to Order: The meeting was called to order at 2:02 p.m. via Zoom by Chairman Ron Bono.

The minutes for the November 18, 2020 Regular Meeting were unanimously approved on the motion of Supervisor Rocco DiVeronica and second of Supervisor William Zupan.

OTHER BUSINESS:

Budget Modification: The Committee unanimously approved a resolution authorizing the modification of the 2020 adopted county budget for COVID-19 expenses on the motion of DiVeronica and second of Zupan.

HIGHWAY

Resolution: The Committee unanimously approved a resolution authorizing the chairman to enter into an agreement with Towns in Madison County for shared services on the motion of Zupan and second of Stepanski.

Budget Modification: The Committee unanimously approved a resolution authorizing the modification of the 2020 adopted county budget for Road Machinery Repairs & Expense on the motion of DiVeronica and second of Zupan.

Resolution: The Committee unanimously approved a resolution authorizing the chairman to enter into an agreement with S&W Services, Inc. for fuel facility required inspections on the motion of DiVeronica and second of Zupan.

Budget Modification: The Committee unanimously approved a resolution authorizing the modification of the 2020 adopted county budget for Highway Road & Bridge Capital Projects on the motion of DiVeronica and second of Zupan.

Highway Highlights: Highway Superintendent Joe Wisinski presented the highlights of the previous month's work by the Highway Department which is attached to and made part of.

BUILDINGS & GROUNDS:

Resolution: The Committee unanimously approved a resolution authorizing the chairman to enter into an agreement with Cleveland Tramrail Syracuse for Crane/Hoist/Trolley annual inspection at the Highway & Solid Waste Department Garages on the motion of DiVeronica and second of Zupan.

Resolution: The Committee unanimously approved a resolution authorizing the chairman to enter into an agreement with Action Fire & Safety Inc for Fuel Facility Fire Suppression required inspections at the Highway Department Garages on the motion of Zupan and second of DiVeronica.

Resolution: The Committee unanimously approved a resolution authorizing the chairman to award bid# 2026 and enter into an agreement with Upstate Temperature Control Inc. for 24/7 Temperature Control & preventative maintenance for instrumentation & Controls throughout Madison County properties on the motion of Zupan and second of DiVeronica.

Resolution: The Committee unanimously approved a resolution authorizing the chairman to enter into an agreement with Lawn Medic/Pest Arrest for Pest Control Services throughout Madison County properties on the motion of DiVeronica and second of Zupan.

Buildings & Grounds Highlights: Director of Facilities John Regan presented the highlights of the previous month's work by the Maintenance Department & Project updates which is attached to and made part of.

CENTRAL SERVICE: Monthly report was reviewed.

NEXT MEETING: Wednesday, January 27, 2021 @ 2:00 p.m.

PREFERRED AGENDA: The Committee unanimously approved all resolutions for preferred agenda on the motion of Zupan and second of DiVeronica.

ADJOURNMENT: The meeting was adjourned at 3:05 p.m. on the motion of Stepanski and second of Zupan.

Respectfully submitted January 21, 2021, by Holly R. Fleming for Chairman Ronald Bono.

Facilities Updates 12/9/20

Maintenance Department Highlights

- Finished overhead door trim at the Highway Department
- Vets Building door/trim painting continues
- Installed new water heaters at the PSB
- Installed dedicated electrical circuit for buffer at the Office Building
- Finished plumbing the laundry area at DSS for toy sanitizing
- Collected fire extinguishers from and returned them to the tower sites for testing and inspection
- Coordinated with Dig Safe and landscaper in planting 60 trees along rail trail
- Installed green privacy screen along fence facing rail trail
- Ongoing seasonal grounds work around complex and parks continues
- Routine handling of Q-Ware requests and general maintenance

Facilities Projects:

- Clockville Water District – Barton & Loguidice
- Sanitary Sewer Survey Project – Barton & Loguidice
- New Highway Complex – One more slab to pour for main building this activity has been pushed back one week. Mason is scheduled to erect scaffold, load scaffold and Beebe is to cover and heat this week. We have been told from State Codes Building Permit is coming on Wednesday 12/9 for Fuel Island. Steel erection is ongoing.
- C.O.B. Elevator – The contractor for the project will be providing a submittal package to John Regan for review. After approval of submittal package the order of new equipment will be 12 weeks before delivery. If all goes as planned the equipment should be delivered the middle of March 2021 and complete the first of June.
- We have received (14) Compact Air Purifiers from Healthway delivered the remaining (17) 468's units should be arriving soon.

HIGHWAY HIGHLIGHTS

New Senior Crew Supervisor position in Morrisville filled by Eric DeGroat.

Four Highway staff have been out with potential COVID exposures

New plow trucks for this year have arrived at the Snow Plow Equipment Installer(Viking-Cives)

We have begun installing Snow Fencing at various drifting locations

Begun Winter Shift hours

Notified that State Marchiselli funds have been approved for 2 recently completed Bridge Projects.

RESOLUTION NO. _____

Proposed Action: Madison County Office Complex Sanitary Sewer System

**RESOLUTION DETERMINING THAT THE PROPOSED MADISON COUNTY OFFICE COMPLEX
SANITARY SEWER SYSTEM PROJECT IS A TYPE 1 ACTION AND WILL NOT HAVE A SIGNIFICANT
ADVERSE IMPACT ON THE ENVIRONMENT**

WHEREAS, Madison County (County) is proposing the Madison County Office Complex Sanitary Sewer System Project (Project), located in the Village of Wampsville and City of Oneida, Madison County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the Madison County Board of Supervisors sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially "Interested Agencies" and "Involved Agencies" (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the County's desire to serve as the "Lead Agency" (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Madison County Board of Supervisors serving as Lead Agency for the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the Madison County Board of Supervisors has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF, together with other available supporting information, to identify the relevant areas of environmental concern:

NOW, THEREFORE, BE IT

RESOLVED that, the Madison County Board of Supervisors hereby establishes itself as Lead Agency for the Project; and

BE IT FURTHER RESOLVED, that based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the County's knowledge of the area surrounding the Project, the Madison County Board of Supervisors makes the determination that the Project will not have a significant adverse environmental impact and that the Project will not require the preparation of a Draft Environmental Impact Statement; and

BE IT FURTHER RESOLVED, that as a consequence of such findings and declaration, and in compliance with the requirements of SEQRA/SERP, the Madison County Board of Supervisors, as Lead Agency, hereby directs the Chairman of the Board of Supervisors to sign the FEAF Part 3 – Determination of Significance indicating that a Negative Declaration has been issued for the Project; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately, and that B&L is hereby authorized to submit the appropriate notices to the NYSDEC Environmental Notice Bulletin and to all Interested and Involved Agencies.

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

John Becker, Chairman
Clifford Moses, Vice-Chair
Yvonne Nirelli, Town of Lincoln
Thomas Stokes, Town of Smithfield
Ronald Bono, Town of Madison
James Cunningham, Town of Nelson
James Goldstein, Town of Lebanon
David Jones, Town of Fenner
Joseph Magliocca, City of Oneida
Mary Cavanagh, City of Oneida
Joseph Ostrander, City of Oneida
Matthew Roberts, City of Oneida
Fred Lawrence, Town of DeRuyter
Rocco DiVeronica, Town of Lenox
Loren Corbin, Town of Brookfield
Eve Ann Schwartz, Town of Hamilton
Alex Stepanski, Town of Stockbridge
Paul Walrod, Town of Georgetown
William Zupan, Town of Cazenovia

The foregoing resolution was thereupon declared duly adopted.

Dated: _____

I hereby certify that this resolution was adopted on _____ and is recorded in the Meeting Minutes of the Madison County Board of Supervisors.

County Clerk

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : _____

Date : _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

NI = No Impact SI = Small Impact

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☒ NI	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☒ NI	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☒ NI	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☒ NI	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☒ NI	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒ SI	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☒ NI	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☒ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☒ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☒ NI	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☒ NI	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☒ NI	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☒ NI	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☒ SI	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☒ NI	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☒ NI	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☒ SI	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☒ NI	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☒ NI	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☒ NI	☐

l. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☒ NI	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☒ SI	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☒ NI	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☒ SI	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☒ NI	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☒ NI	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:					
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☐	☐		
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☐	☐		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐		
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☐	☐		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐		
vi. 43 tons/year or more of methane	D2h	☐	☐		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐		
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	☐	☐		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐		
f. Other impacts: _____ _____		☐	☐		

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐		

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☒ SI	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☒ NI	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☒ SI ☒ SI	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☒ SI ☒ SI	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☒ NI	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☒ SI	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☒ SI	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☒ SI	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☒ NI	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐ 	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☒ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒ NI	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒ NI	☐
c. The proposed action will degrade existing transit access.	D2j	☒ NI	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒ NI	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒ SI	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☒ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☒ NI	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☒ NI	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☒ NI	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☒ NI	☐
e. Other Impacts: <u>A small increase in energy usage will result from system operations associated with the new pump stations and screening facility.</u>		☒ SI	☐

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☒ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☒ SI	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☒ NI	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☒ NI	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☒ SI	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☒ NI	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☒ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☒
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☒ NI	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☒ NI	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☒ NI	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☒ NI	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☒ NI	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☒ NI	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☒ NI	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☒ NI	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☒
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☒ NI	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☒ NI	☐
m. Other impacts: _____ _____		☐	☐

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

An evaluation of the magnitude and importance of project impacts was completed and details are available under separate cover in a Part 3 Supporting Information document.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

See Part 3 Supporting Information (attached).

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Madison County _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Madison County Office Complex Sanitary Sewer System

Name of Lead Agency: Madison County

Name of Responsible Officer in Lead Agency: John Becker

Title of Responsible Officer: Chairman, Board of Supervisors

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: John Becker, Chairman, Board of Supervisors

Address: P.O. Box 635, Wampsville, NY 13163

Telephone Number: 315-687-9190

E-mail: jbecker@townofsullivan.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PART 3 SUPPORTING INFORMATION

EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS

for

Madison County Office Complex Sanitary Sewer System

**Village of Wampsville and City of Oneida,
Madison County, New York**

January 2021

Prepared for:

Madison County
P.O. Box 635
Wampsville, New York 13163
Phone – (315) 687-9190

Prepared by:

Barton & Loguidice, D.P.C.
443 Electronics Parkway
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Figure 1—Proposed Infrastructure

A. PROJECT DESCRIPTION

Sanitary sewage from the Madison County Office Complex, located in the Village of Wampsville and City of Oneida, is currently treated by a series of septic systems. The County Office Complex includes the County Office Building, Court, Social Services, Health Center, Veteran Services, Sheriff's Department, Correctional Facility, and Highway Garage facilities. Otto Shortell Middle School (part of the Oneida City School District) is also included in the project area. The main septic system that serves the core buildings was constructed in 1996 and has since undergone several upgrades, the most recent in 2017. The existing infrastructure includes five sewer effluent pumps, gravity sewer main, twelve manholes, and a manual bar screen and pump station at the Correctional Facility.

The City of Oneida recently extended their sanitary sewer collection infrastructure near the County Office Complex, and Madison County is interested in connecting the County Office Complex to the City's public sewer system at W Elm Street. The proposed project involves the installation of approximately 2,300 linear feet of new gravity sewer main and associated manholes, 1,600 linear feet of new sewer force main, new service laterals to serve the County Office Complex buildings and the Middle School, a new automatic screening facility (to replace the existing manual screening facility at the Correctional Facility), and two new pump stations. In addition, approximately 580 linear feet of the County's existing sewer main located between the Health Center and Correctional Facility will be decommissioned. The proposed system is shown on Figure 1, attached.

B. COORDINATED REVIEW

The Madison County Board of Supervisors declared their intent to act as the lead agency for the State Environmental Quality Review Act (SEQRA) process on December 3, 2020. Subsequently, Part 1 of the Full Environmental Assessment Form (FEAF) and a project location map were sent electronically to the interested and involved agencies listed in Table 1, to initiate a coordinated review of the proposed action.

Table 1— Interested and Involved Agencies		
Involved Agencies	Interested Agencies	Other Entities Provided Copies of SEQRA Correspondence
City of Oneida Madison County Highway Department NYS Dept. of Environmental Conservation NYS Environmental Facilities Corporation Oneida City School District Wampsville Fire Department	Madison County Mental Health Madison County Veteran Services Madison County Health Department Madison County Courts Madison County Sheriff's Department Madison County Corrections Village of Wampsville Oneida Indian Nation NYS office of Parks, Recreation, and Historic Preservation	Barton & Loguidice, D.P.C.

The coordinated review comment period ended on January 4, 2021. No responses were received, and none of the responding agencies objected to Madison County assuming the role of lead agency for the project's SEQRA review. The coordinated review responses are provided in Appendix A. Further coordination with involved agencies will be completed during project design.

C. DETAILED INFORMATION IN RESPONSE TO PART 2 OF SEQRA FULL EAF

The following information provides a detailed discussion of the potential impacts identified in Part 2 of the FEAF that were listed as small or moderate to large, in support Part 3 of the FEAF. The answers in the "No or Small Impact" column on Part 2 of the FEAF are further clarified with an "NI" for no impact and "SI" for small impact. This document is organized according to the question numbers in Part 2, and the additional information provided herein summarizes the proposed actions that will be taken in order to minimize and/or mitigate each identified impact.

1. Impacts on Land

1.f. *The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).*

The project will involve approximately 1.3 acres of ground disturbance, which may result in temporary increases in erosion. Disturbances associated with sewer main installation would be temporary. Approximately 0.1 acres of new impervious surface would result from the two new pump stations, screening facility, and any necessary access drives. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared detailing suitable erosion control measures for the project, and will be followed during construction. The SWPPP will address the construction and maintenance of all temporary and permanent (if required) stormwater controls required for the project.

2. Impacts on Geological Features

No impacts to geological features were identified. The proposed action will not result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves).

3. Impacts on Surface Water

3.e. *The proposed action may create turbidity in a waterbody, either from upland erosion, runoff, or by disturbing bottom sediments.*

Ground disturbances associated with sewer main installation and construction of the new pump stations and screening facility may result in increased upland erosion. Stormwater runoff will be directed to the existing closed stormwater drainage system within the project area. A SWPPP will be prepared detailing

suitable erosion control measures for the project, and will be followed during construction. Storm drain inlet protection will be recommended as part of the SWPPP to prevent turbid stormwater from entering the closed drainage system. Additional erosion control measures will be implemented to prevent turbid water from reaching Cowaselon Creek and its tributaries. Cowaselon Creek is located approximately 1,600 feet east of the project area. A tributary of Cowaselon Creek is mapped approximately 150 feet west of the proposed sewer main at the middle school property.

3.h. *The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.*

See response to 3.e, above.

4. Impacts on Groundwater

No impacts to groundwater were identified for the proposed project. The project will not involve the use of groundwater resources nor introduce contamination to groundwater or an aquifer.

5. Impacts on Flooding

5.b. *The proposed action may result in development within a 100-year floodplain.*

A portion of the Madison County Correctional Facility property is located in the mapped 100-year floodplain of Cowaselon Creek. One new pump station and one new screening facility are proposed to be constructed in the vicinity of the existing screening facility, which is already located within the 100-year floodplain. The new infrastructure will be constructed on a raised concrete foundation in order to ensure that the equipment is at least three feet above the base flood elevation. There have been no reported flooding issues for this location. A local floodplain development permit may be required from the City of Oneida. The project is not anticipated to result in any changes to the overall floodflow storage capacity of the floodplain. In addition, localized flood levels are not anticipated to increase as a result of the project. The project will be designed and constructed in accordance with all local, state, and federal floodplain regulations.

5.d. *The proposed action may result in, or require, modification of existing drainage patterns.*

New above-ground infrastructure, including two new pump stations and one new screening facility (and associated access drives, if required) will be constructed as part of the project. The new structures are expected to result in

up to 0.1 acres of new impervious surface. Temporary ground disturbances would also result from the installation of new sewer main. A SWPPP will be developed and followed during construction to minimize stormwater runoff, which will address the operation and maintenance of temporary and permanent stormwater control measures for the project. Impacts to surrounding properties from changes to existing drainage patterns are not expected to be significant.

6. Impacts on Air

No air permits will be needed for the construction or operation of the project. There will be an increase in fossil fuel consumption by heavy machinery during the construction period, however, this minor and temporary increase in vehicular emissions is not anticipated to have any measurable impact on local air quality.

7. Impacts on Plants and Animals

No impacts to plants or animals were identified. No records of state or federally protected species were reported for the project area. The majority of the project area is developed. The proposed sewer main will be installed beneath paved parking lots, roadways, and maintained lawn areas. The new pump stations and screening facility are proposed in areas that currently consist of maintained lawn cover. No tree clearing or impacts to wetlands, surface waters, or other sensitive habitats are expected to result from the project.

8. Impacts on Agricultural Resources

No impacts to agricultural resources were identified. The project area is not within a certified agricultural district, and does not contain any active agricultural land.

9. Impacts on Aesthetic Resources

9.a. *Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.*

Temporary visual impacts associated with sewer main installation will occur in the vicinity of the County Office Complex properties, but these activities are unlikely to be visible to citizens enjoying nearby municipal parks and aesthetic resources within and near the project area. Construction activities may be visible to people traveling through the Village of Wampsville and City of Oneida on their way to nearby parks, but visual conditions will return to their original state when sewer main installation is complete.

The new pump stations and screening facility would result in minor permanent visual changes within the project area. The new pump station and screening facility at the County Correctional Facility would be constructed near the

existing screening facility on site. The second new pump station is proposed to be constructed off of W Elm Street. These locations are surrounded by existing development and would likely be visible year-round. The new infrastructure will be designed in a consistent manner with existing sewer system infrastructure in the Village of Wampsville, City of Oneida, and in nearby municipalities. The new structures are not expected to result in a sharp contrast to existing infrastructure within the local viewshed.

9.c. The proposed action may be visible from publicly accessible vantage points:

- i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)**
- ii. Year-Round**

See response to 9.a., above.

9.d. The situation or activity in which viewers are engaged while viewing the proposed action is:

- i. Routine travel by residents, including travel to and from work**
- ii. Recreational or tourism based activities**

See response to 9.a., above.

9.f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile, ½-3 miles, 3-5 miles, or 5+ miles.

See response to 9.a., above. The proposed new infrastructure would result in a small permanent change in visual conditions. This was identified as a small impact since there is similar sewer system infrastructure located within the Village of Wampsville, City of Oneida, and in other nearby municipalities. The proposed visual changes are not expected to result in a sharp contrast to existing land use conditions within the project area and surrounding communities.

10. Impacts on Historic and Archeological Resources

- 10.a. *The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.***

The Madison County Court House is eligible for listing on the NYS Register of Historic Places. The Court House will be provided sewer service as part of the project. New sewer main will be installed within the right-of-way of N Court Street, and will connect to existing sewer main that serves the Court House. Sewer main will be located subsurface and will not result in any permanent visual changes in the vicinity of the Court House. In addition, the entire project area is located in an archaeologically sensitive area designated by the NY State Historic Preservation Office (SHPO). The project was submitted to SHPO for review through the Cultural Resource Information System (CRIS). SHPO provided a letter dated November 5, 2020, indicating their opinion that the project will not result in any impacts to historic or archaeological resources.

- 10.b. *The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.***

See response to 10.a, above.

11. Impacts on Open Space and Recreation

No impacts to open space and recreation were identified. The project will not result in a loss of recreational opportunities or a reduction of an open space resource.

12. Impacts on Critical Environmental Areas

No impacts to Critical Environmental Areas were identified. There are no Critical Environmental Areas within or near the project area.

13. Impacts on Transportation

- 13.e. *The proposed action may alter the present pattern of movement of people or goods.***

New sewer main is proposed to be installed along W Elm Street and N Court Street, which will result in temporary impacts to vehicular and pedestrian traffic during construction. In addition, access drives may be required for the new pump stations and screening facility. The access drives would only be utilized by

County staff for operation and maintenance of the sewer system, and would not result in additional traffic volumes to the local community. No permanent impacts to the existing roadways and transportation patterns within the Village of Wampsville or City of Oneida are expected to result. For work completed on W Elm Street and N Court Street, a highway work permit will be obtained from the Madison County Highway Department prior to construction.

14. Impacts on Energy

14.e. Other Impacts

A small increase in energy usage will result from system operations associated with the new pump stations and screening facility. An estimate of energy usage is not currently quantifiable, as pump sizing and other electrical equipment for the new infrastructure will be determined during the project's design phase. The minor increase in energy usage is not expected to exceed the capacity of the existing electrical supply, and no modifications to the existing electrical utility system are expected to be required.

15. Impacts on Noise, Odor, and Light

15.a. *The proposed action may produce sound above noise levels established by local regulation.*

Ambient noise levels will be exceeded temporarily during construction. Excess noise will be limited to daylight hours to minimize adverse impacts on the community and nearby receptors. Elevated noise conditions will be temporary and will end once construction is complete.

15.d. *The proposed action may result in light shining onto adjoining properties.*

Exterior lighting will be installed for the new screening facility. The new lighting is expected to be mounted approximately 12 feet off the ground and would aim downward. The new screening facility is proposed to be constructed at the Madison County Correctional Facility, and 24-7 overhead exterior lighting is already present on site. The existing screening facility consists of a manual bar rack located in an underground vault, and does not currently have exterior lighting. The proposed new lighting is not expected to adversely impact nearby properties.

16. Impacts on Human Health

16.a. *The proposed action is located within 1500 feet of a school, hospital, licensed care center, group home, nursing home or retirement community.*

The project area includes Otto Shortell Middle School, which will be served by the new sewer system. New sewer main, manholes, and a lateral service are proposed to be installed on the school property. Impacts related to construction activities would be temporary. If work is completed when school is in session, vehicular and pedestrian access would be maintained during construction. No exposures to new or existing sources of contaminants are anticipated to result from the project. Therefore, no adverse impacts to this sensitive receptor are anticipated.

16.j. *The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.*

One remediation site (DHD Healthcare, Site V00465) is located approximately 1,000 feet north of the project area off of N Court Street. Remedial activities on site are complete. This site was formerly used as a manufacturing facility for medical supplies, beginning in 1959. The building is now used as office space. Prior site operations involved plastic injection molding. Soil, groundwater, and surface water contamination (volatile organic compounds including chloroethane, 1,1-dichloroethane, chloroform, and others) originated from floor drains (which are now sealed) that collected molding machine condensate and chlorinated solvents. According to the NYSDEC, the contaminated groundwater is not migrating off-site, and the surrounding community is served by public water. A sub-slab depressurization system was installed in the building in order to mitigate soil vapor intrusion. Off-site contaminant exposure is considered unlikely. Therefore, the risk of encountering contamination during project construction is low. If contaminated soils are encountered during construction, the NYSDEC spill reporting guidelines would be followed. Contaminated soils would be removed and disposed of in accordance with state regulations.

17. Consistency with Community Plans

No impacts were identified. The proposed action is consistent with existing Community Plans.

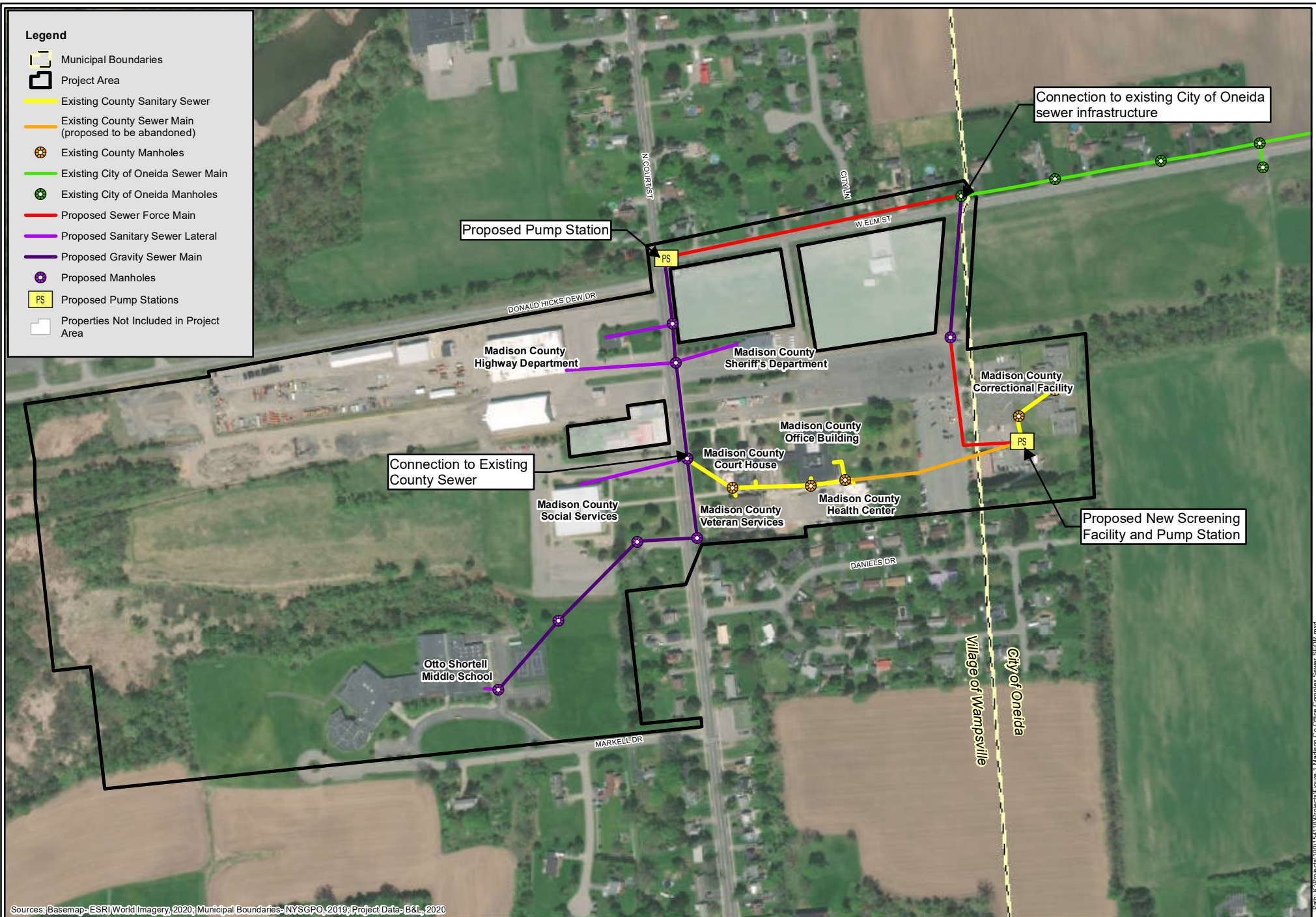
18. Consistency with Community Character

No impacts were identified. The proposed action is consistent with the character of the surrounding community. The new sewer collection system infrastructure will be located underground. The new pump station and screening facility at the County Correctional Facility will be located in the vicinity of the existing screening facility on site, within the

overall development footprint of the property. The second new pump station is proposed to be located off of W Elm Street in an area also surrounded by prior development and site disturbances. All new infrastructure will be designed in a consistent manner with existing sewer system infrastructure in the Village of Wampsville, City of Oneida, and nearby municipalities. The proposed project is consistent with the character of the surrounding community.

Figure 1
Proposed Infrastructure

- Legend**
- Municipal Boundaries
 - Project Area
 - Existing County Sanitary Sewer
 - Existing County Sewer Main (proposed to be abandoned)
 - Existing County Manholes
 - Existing City of Oneida Sewer Main
 - Existing City of Oneida Manholes
 - Proposed Sewer Force Main
 - Proposed Sanitary Sewer Lateral
 - Proposed Gravity Sewer Main
 - Proposed Manholes
 - Proposed Pump Stations
 - Properties Not Included in Project Area



Sources: Basemap-ESRI/World Imagery, 2020; Municipal Boundaries- NYSGPO, 2019; Project Data- B&L, 2020



RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH RAMBOLL AMERICA'S ENGINEERING SOLUTIONS, INC.**

WHEREAS, Ramboll America's Engineering Solutions, Inc., has submitted a proposal to provide engineering services to conduct a 5-year review and evaluation of the existing SPCC plan currently in place for the Wampsville Facility, Task 1 and to provide engineering services to prepare an SPCC plan for the new Morrisville Facility, Task 2 in accordance with the Agreement, Schedule A – Scope of Services; and

WHEREAS, the Highway, Buildings, and Grounds Committee met on January 27, 2021, to review and recommend entering into an agreement with Ramboll America's Engineering Solutions, Inc. commencing February 15, 2021 and expiring December 31, 2021; and

WHEREAS, the proposed fee for Task 1 is \$5,500.00 and the proposed fee for Task 2 is \$8,200.00; and

WHEREAS, the cost of these services has been appropriated in the 2021 County Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an agreement with Ramboll America's Engineering Solutions, Inc., in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee

AGREEMENT

THIS AGREEMENT, by and between the **MADISON COUNTY**, a municipality 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: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, Ramboll America's Engineering Solutions, Inc
Syracuse, NY 13202, with principal offices at 333 West Washington Street
hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from 2/15/21 through 12/31/21. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to F. Joseph Wisinski, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the Contractor Five thousand, five hundred dollars and zero cents (\$5,500.00) for Task 1 - Update SPCC Plan for Wampsville Garage and Eight thousand, two hundred dollars and zero cents (\$8,200.00) for Task 2 - SPCC Plan for New Morrisville Facility.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **INSURANCE:** Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:
- (a) Workers Compensation Insurance with statutory limits and employers liability coverage.
 - (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from the following:

1. premises and operations liability
 2. contractual liability
 3. products/complete operations
 4. personal & advertising injury
 5. independent contractors liability.
- (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
- (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
- (e) Disability Benefits-New York State Statutory Requirements.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The General Liability, Auto Liability, and Umbrella policies shall be endorsed to include Madison County, its' representatives, agents, servants, employees, officers, departments, authorities and any other parties required by contract with the County for this project as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. As it relates to the General liability policy, coverage shall include ongoing operations as well as completed operations. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be County of Madison, located at the County Office Building
Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

- 8) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof,

including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

- 9) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.
- 10) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 11) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 12) **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.
- 13) **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.
- 14) **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.

- 15) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan can be reviewed at <https://www.madisoncounty.ny.gov/CorporateCompliancePlan> and the Code of Conduct at <https://www.madisoncounty.ny.gov/CodeofConduct>, or copies can be obtained by contacting Eric Faisst, Corporate Compliance officer at 315-366-2501. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

In addition to reviewing the Corporate Compliance Plan and Code of Conduct, the Contractor agrees to view and cause its employees and service providers to view the training video that is required for all contractors and vendors who provide direct medical and/or behavioral health care services. This training video and forms can be found at <https://www.madisoncounty.ny.gov/ComplianceTrainingVideo> and <https://www.madisoncounty.ny.gov/ContractorComplianceTrainingAcknowledgementForm>. Once the training video has been viewed, the Contractor and each of the persons completing the training will print, complete and sign acknowledgement forms and send each to:

Eric Faisst
Madison County Corporate Compliance Officer
P.O. Box 605
Wampsville, NY 13163

Furthermore, County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

Exclusion Screening Statement for contracts:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned

entities.

- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

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

MADISON COUNTY

DATED: _____

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

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, 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 _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ 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 _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES



ENVIRONMENT & HEALTH

Mr. Brad Newman
Deputy Highway Superintendent
Madison County Highway Department
P.O. Box 15
Wampsville, NY 13163
brad.newman@madisoncounty.ny.gov

PROPOSAL – UPDATE SPCC PLAN – WAMPSVILLE GARAGE; PROVIDE SPCC PLAN – NEW MORRISVILLE GARAGE 3907/CRM #62495

Dear Mr. Newman:

Date January 20, 2021

Ramboll Americas Engineering Solutions, Inc., formerly known as O'Brien & Gere Engineers, Inc. (Ramboll), is pleased to provide Madison County with this proposal for services related to preparing Spill Prevention, Control and Countermeasure (SPCC) Plans (in accordance with 40 CFR 112) for its existing highway department facility in Wampsville, New York, and the new Morrisville facility being constructed on Brown Road in the Town of Eaton.

I. Project Understanding

Based on our communications, it is our understanding that Madison County is requesting a 5-year review and evaluation of the existing SPCC Plan for the Wampsville facility that was previously updated in 2016. Ramboll also understands that a new highway department facility is under construction on Brown Road in the Town of Eaton. Based on the anticipated aboveground oil storage capacity at the new "Morrisville" facility, an SPCC plan will also need to be developed for the location.

Per your direction, we understand that registration of the petroleum tanks to be installed at the new Morrisville facility (required by 6 NYCRR Part 613) is being handled by Madison County and is not part of the services requested from Ramboll.

Based upon our understanding of this project, the following describes our proposed scope of services, project schedule, and project costs.

II. Scope of Services

Task 1 – Update SPCC for Wampsville Facility

Provide labor and materials to conduct a 5-year review and evaluation of the existing SPCC plan currently in place for the Wampsville facility.

Ramboll
333 West Washington Street
Syracuse, NY 13202
USA

T 315-956-6100
F 315-463-7554
<https://ramboll.com>



Review Existing Information

Upon receipt of written authorization to proceed, we will request specific information relating to any new or removed oil containers and equipment as well as any other facility changes, including contact information. We will review these requested documents prior to the preparation of an updated Plan.

Conduct Site Visit

Ramboll assumes that site visits to the Wampsville and new Morrisville facilities can be completed in one day, with up to four hours spent at each site. We will schedule the site visit once the Morrisville construction project reaches substantial completion, but before the Morrisville tanks and containers are filled. The purpose of the site visit is to inspect and confirm the facility information previously obtained. We have assumed that a facility contact with knowledge of the oil containers will provide us with on-site assistance in obtaining the required information. Prior to the completion of the site visit, we will discuss with appropriate facility representatives the identified regulatory deficiencies (if any) and provide a verbal outline of a course of action to obtain SPCC regulatory compliance. The draft SPCC Plan will also specifically identify such regulatory deficiencies and outline recommendations for compliance.

Prepare Updated SPCC Plan

Following our review of the existing information and completion of the site visit, we will prepare the updated SPCC Plan for the facility in accordance with 40 CFR Part 112.7 and Part 112.8.

We propose to submit one electronic copy of the draft SPCC Plan, including associated figures, to Madison County Highway Department for review and comment. Upon receiving one set of consolidated written comments from Madison County, we will finalize the updated SPCC Plan and submit two copies of the document (contained in three-ring binders). The facility will be responsible for correcting the deficiencies (if any) that were noted in the draft plan and for implementing the final SPCC Plan. In accordance with the 40 CFR Part 112.3(d), we will also provide the required registered Professional Engineer (P.E.) certification of the final updated SPCC Plan.

Task 2 – SPCC for New Morrisville Facility

Provide labor and materials to prepare an SPCC plan for the new Morrisville Facility being constructed on Brown Road.

Review Design Information

Upon receipt of written authorization to proceed, we will review the previously provided design and bid documents prior to the preparation of an updated Plan.

Conduct Site Visit

Ramboll will schedule a site visit to the facility to inspect and confirm the facility information previously obtained. As noted in Task 1, we have assumed that site visits to the Wampsville and new Morrisville facilities can be completed in one day, with up to four hours spent at each site, and will be scheduled to occur once the Morrisville construction project achieves substantial completion, but prior to filling of the tanks. Ramboll assumes that a facility contact with knowledge of the oil containers (present at that time and planned for the future) will provide us with on-site assistance in obtaining the required information. Prior to the completion of the site visit, we will discuss with appropriate facility representatives the identified regulatory deficiencies (if any) and provide a verbal outline of a course of action to obtain



SPCC regulatory compliance. The draft SPCC Plan will also specifically identify such regulatory deficiencies and outline recommendations for compliance.

Prepare SPCC Plan

Following our review of the existing information and completion of the site visit, we will prepare the SPCC Plan for the facility in accordance with 40 CFR Part 112.7 and Part 112.8.

We propose to submit one electronic copy of the draft SPCC Plan, including associated figures, to Madison County Highway Department for review and comment. Upon receiving one set of consolidated written comments from Madison County, we will finalize the SPCC Plan and submit two copies of the document (contained in three-ring binders). The facility will be responsible for correcting the deficiencies (if any) that were noted in the draft plan and for implementing the final SPCC Plan. In accordance with the 40 CFR Part 112.3(d), we will also provide the required registered Professional Engineer (P.E.) certification of the final SPCC Plan.

III. Assumptions and Clarifications

The following presents a summary of Ramboll's assumptions developed in association with the scope of services and fee estimate:

- The site visits, performed in accordance with Tasks 1 and 2, will be performed during one combined trip to the facilities, which is assumed to require up to approximately four hours of actual on-site time at each location. The visit will be scheduled for a day after the Morrisville project achieves substantial completion, but prior to filling the new tanks. We assume that a Highway Department representative will be available to provide assistance during the site visits. No other additional site visits or on-site meetings are included within the scope of services presented herein.
- The SPCC Plans prepared for the facilities will address, as required, the facility owned and operated oil storage "containers" and "equipment,".
- The SPCC Plans prepared for the facilities will rely on the facility to provide appropriate references to current County policies and procedures for spill response.
- Madison County will provide updated electronic drawings of facility layout/tank drawings to be used in the SPCC Plans.
- Madison County will provide an updated oil-container inventory (utilizing the existing SPCC Plan Table 1) for Wampsville, and a projected oil-container inventory for Morrisville inclusive of all tanks noted in the project documents and any tanks or containers planned to be installed by Madison County in the future (e.g. lube racks, used oil storage, drum storage).
- A Ramboll P.E., licensed in the State of New York will certify the final SPCC Plans.

IV. Project Schedule

We are prepared to begin work on this project upon receiving written authorization to proceed. The draft SPCC Plans will be issued approximately three weeks from completion of the site visits and the final SPCC Plans will be issued approximately two weeks from receipt of facility comments on the draft plans.



V. Project Fee and Terms

We propose to provide the above-referenced services for a fixed-fee of \$5,500 for Task 1 Wampsville update and \$8,200 for Task 2 new Morrisville facility. These services will be performed in accordance with the attached Standard Service Terms and Conditions. The services, fees and scheduling are subject to circumstances or conditions which may pose a material risk to the health or safety of Ramboll employees (e.g. COVID-19).

Your interest in the services of Ramboll and your consideration of this proposal are appreciated. If you have questions regarding this proposal, please contact me at (315) 247-2790. Should you find this proposal acceptable, your countersignature below and return of one original copy of this letter will constitute acceptance of the proposal and the associated terms and conditions and allow us to proceed on your behalf.

Yours sincerely,

Chris Dousharm

ENGINEER
E&H EHS COMPLIANCE RESOURCES

D 315-956-6956

M 315-247-2790

chris.dousharm@ramboll.com

Scott Scheidelman

VICE PRESIDENT
E&H EHS COMPLIANCE RESOURCES

D 315-956-6669

M 315-447-4227

scott.scheidelman@ramboll.com

Accepted by:

Madison County

(Signature)

(Name)

(Date)

Attachments: Ramboll Standard Service Terms & Conditions



O'BRIEN & GERE ENGINEERS, INC., A RAMBOLL COMPANY
STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
 - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
 - b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
 - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
 - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, O'Brien & Gere Engineers, Inc., unless otherwise stated in the Proposal.
 - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
 - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
 - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	\$1,000,000
c) General Liability	\$1,000,000
d) Professional Liability	\$1,000,000
e) Excess Umbrella	\$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.
10. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
11. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
12. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
 - a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
 - b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
 - c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
 - d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.
13. **Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:
 - a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
 - b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
 - c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
 - d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.
14. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
15. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event, including without limitation strike, lockout, embargo, riot, war, act of terrorism, epidemic or other outbreak of disease, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor or supplier non-performance, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors, or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a Force Majeure, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.
16. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.
17. **Suspension of Services.**
 - a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
 - b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

18. Indemnification.

- a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
- b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

19. Limitation of Damages. The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

20. Liability. The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.

21. Mediation of Disputes. The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.

22. Termination. Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

23. Modification. This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.

24. Notice. All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

25. Interpretation. This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.

26. Severability. If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

27. Waiver. Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

28. Integration. This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _

**AUTHORIZING THE CHAIRMAN TO EXTEND AN AGREEMENT WITH
ALL IN HIGHWAY SERVICES LLC**

WHEREAS, sealed bids were opened on March 21, 2019 for Guide Rail Installation Services, Bid 1914, and reviewed by the Highway Buildings and Grounds Committee on March 25, 2019, and

WHEREAS, the low bid meeting specifications was as follows;

All In Highway Services LLC Per Hour Cost \$234.00

WHEREAS, the County and Contractor entered into an Agreement dated the 9th day of April, 2019,

WHEREAS, the County and Contractor agreed to extend the above agreement and such services agreement shall terminate on the 30th of April 2021,

WHEREAS, the County and Contractor agreed to extend the above agreement a second time, and

WHEREAS, the paragraph of Services Agreement denominated "TERMS", presently providing that such Agreement shall terminate on the 30th day of April, 2021, is hereby modified to provide that such Services Agreement shall terminate on the 30th day of April, 2022.

WHEREAS, the cost for services has been appropriated in the 2021 County Road Fund Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors, be and is hereby authorized to extend such Services Agreement on behalf of the County of Madison with All In Highway Services LLC in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 9th day of February, 2021 by and between the County of Madison, a municipality of the State of New York, whose mailing address is PO Box 635, Wampsville, NY 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and All In Highway Services LLC, having its office and principal place of business at PO Box 433, Pine City, NY 14871, hereinafter call the "Contractor";

WITNESSETH:

WHEREAS, the County and Contractor entered into an Agreement dated the 9th day of April, 2019, (hereinafter "Services Agreement") for the provision of certain services to the County, as more fully set forth therein, but described generally as follows:

WHEREAS, the County and Contractor extended the Agreement dated the 14th day of April, 2020, (hereinafter "Services Agreement") for the provision of certain services to the County, as more fully set forth therein, but described generally as follows:

WHEREAS, the Contractor shall provide services as per the scope of services outlines in the original Bid 1914 at a rate of \$234.00 (Two Hundred Thirty Four Dollars and 00/100) per hour; and

WHEREAS, by its terms, such Services Agreement expires the 30th day of April, 2021, and the parties hereto are now desirous of modifying the same to provide for the extension thereof; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) The paragraph of Services Agreement denominated "TERMS", presently providing that such Agreement shall terminate on the 30th day of April, 2021, is hereby modified to provide that such Services Agreement shall terminate on the 30th day of April, 2022.

2) All of the other terms, conditions and provisions of the Services Agreement, including all additional terms of the paragraphs denominated "TERMS" and "COMPENSATION", shall remain unchanged and in full force and effect, and the parties hereto do hereby ratify and affirm, as modified, extended and amended by the provisions of this Modification and Extension Agreement, ratify and affirm the Services Agreement, its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF MADISON

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the ____ day of _____, 200__, 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 ____ day of _____, 200__, before me, the undersigned, personally appeared _____, 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

RESOLUTION NO. _____

APPROVING TRADE-IN OF 2020 BOBCAT SKID-STEER LOADER

WHEREAS, in accordance with Madison County Purchasing Policy and Procedures, Article 13, certain County equipment must be approved for trade-in by the Board of Supervisors; and

WHEREAS, Warner Sales & Service has provided a trade-in value of \$46,500 for Madison County Highway department's 2020 Bobcat S76 Skid-Steer Loader (#WAM1799); and

WHEREAS, Warner Sales & Service has provided a trade difference cost of \$2,149 that would allow Madison County Highway department to trade #WAM1799 for a 2021 Bobcat S76 Skid-Steer Loader; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2021 Road Machinery Fund Budget; and

WHEREAS, the Highway, Buildings and Grounds committee met on January 27, 2021, to review and recommend the trade-in of equipment;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors approves the trade-in of the above piece of equipment.

Dated: March 9, 2021

David Jones, Chairman
Administration and Oversight Committee



Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
Madison Cty Highway Attn: Rich Durant 139 Court St. Wampsville, NY 13163 Phone: 366-2690 Fax: 366-2677	Warner Sales & Service, Rome, NY 6470 GREENWAY NEW LONDON RD ROME NY 13440 Phone: (315) 336-0311 Fax: (315) 336-3720 ----- Contact: Dan Casler Cellular: 315-813-2142 E Mail: dan.casler@warnerss.com	Madison Cty Highway Attn: Rich Durant 139 Court St. Wampsville, NY 13163 Phone: 366-2690 Fax: 366-2677

Description	Part No	Qty	Price Ea.	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	\$51,147.00	\$35,802.90
P69 Performance Package	M0369-P06-P69	1	\$7,560.00	\$5,026.90
Power Bob-Tach	Dual Direction Bucket Positioning			
7-Pin Attachment Control	Automatic Ride Control			
High Flow	Reversing Fan			
Two-Speed				
C68 Comfort Package	M0369-P07-C68	1	\$7,480.00	\$5,160.28
"Enclosed Cab with HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0369-R01-C04	1	\$862.00	\$674.73
74" Heavy Duty Bucket	7272680	1	\$1,148.00	\$855.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$230.00	\$230.00
Stires	7357164	4		\$900.00

Total of Items Quoted	\$48,649.81
Trade-in S76 Ser B4CD11799	(\$46,500.81)
Quote Total - US dollars	\$2,149.00

Notes:

Purchase order made out to;
NEW YORK STATE CONTRACT
Clark Equipment Co, dba Bobcat Company
250 East Beaton Drive
PO Box 6000
West Fargo, ND 58078-6000

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Highway Highlights 1/27/2021

1. COVID cases and quarantines for Morrisville Shop, and the Purchase of an electrostatic fogger.
2. Will be installing another 2000 feet of snow fence.
3. Opp Training still underway.
4. Crews still going out and doing road maintenance as weather allows.
5. Election as NYSCHSA President

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN
AGREEMENT WITH KING & KING ARCHITECTS, LLP**

WHEREAS, Madison County is in need of professional design services with regard to building code compliance at the Madison County Fire Training Center Building located at 6850 Tuttle Rd, Lincoln; and

WHEREAS, King & King Architects with previous work performed for Madison County possess the special skills and training to perform the services required, and

WHEREAS, King & King Architects has agreed to perform these professional design services for a total amount not to exceed \$4,200, with services to commence February 9, 2021 and ending December 31, 2021; and

WHEREAS, the Highway, Buildings and Grounds Committee have reviewed and recommends entering into a contract with King & King Architects for this service;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an agreement with King & King Architect. A copy of which is on file with the Clerk of the Board.

Dated: February 9, 2021

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee

A G R E E M E N T

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality 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: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and King & King Architects, LLP, with principal offices at 358 West Jefferson St. Syracuse, NY 13202, hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) TERM:** The term of this contract shall be from February 9, 2021 through December 31, 2022. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) SCOPE OF SERVICES:** The Contractor shall provide professional design services in relation to code compliance/variance for the Madison County Fire Training Building, 6850 Tuttle Rd. Lincoln, NY as outlined in King & King proposal dated 1/7/2021 attached hereto and made a part hereof. The Contractor shall report directly to John Regan, Director of Facilities, or his designee.
- 3) COMPENSATION:** The County hereby agrees to pay the contractor:

Code Review & Determination: \$2,500
Code Variance (if Required)- \$1,700

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him

thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.

- 5) INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.
- 6) HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's

fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

- 7) STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.
- 9) LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) 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.

- 12) 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.
- 13) 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.
- 14) LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> links:
and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of

compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163
or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive

Order Number 38 can be found at the following website address:

<http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

17) INSURANCE: The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) 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, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, 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 insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
 - d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
 - a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- 9.) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,

release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.

- 10) **(Optional)** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635 Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor'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 30 days prior written notice has been given to the County.

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

MADISON COUNTY

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

DATED: _____ By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, 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 _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ 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 _____
Appointed in _____ County
My Commission Expires: _____

Notary

SCHEDULE A
SCOPE OF SERVICES

Professional design services in relation to code compliance/variance for the Madison County Fire Training Building, 6850 Tuttle Rd. Lincoln, NY as outlined in King & King proposal dated 1/7/2021 attached hereto and made a part hereof.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

January 7, 2021

Mr. John Regan
Director of Public Facilities
Madison County Facilities/Maintenance
138 North Court Street
PO Box 546
Wampsville, NY 13163

Re: **County Emergency Management Department Training Bldg.**
Fire Training Element Code Compliance / Variance
6850 Tuttle Road, Lincoln, NY
Professional Design Service Proposal

Dear John:

We are pleased to submit the following fee proposal for professional design services relating to Madison County's Training Building at 6850 Tuttle Road in Lincoln, NY.

The services relate to a fire training element which has been constructed inside the existing Fire Training and Storage Building, in Training Room 102. King + King was not involved in the design or construction of this element, but have since been contacted by the County to assist in getting it permitted through the State.

The wood framed element is intended to be used for supervised training purposes only, is approximately 12' x 16', and contains 3 levels and a staircase with various interior partitions.

The County has been notified by Scott Shane at the NY Dept. of State that the wood framed element must either be removed, or plans submitted to amend or renew the building permit. The County wishes to pursue the amended permit.

This letter will outline the tasks and deliverables proposed by the team of King and King Architects and our consultants St. Germain & Aupperle (structural engineering). We have assumed that no MEP engineering services will be required at this time.

We anticipate the following scope of work:

1) Step 1 – Code Review & Determination:

- a) Visit the site to review existing conditions.
- b) Review of NY State building code pertinent to the design.
- c) Contact Scott Shane to discuss the approach to amending the building permit and receive any further feedback on the process.
- d) Issue a summary of aspects that are non-compliant which would need to be remedied in Step 2.

2) Step 2 - Drawings:

- a) Create cadd file backgrounds of the existing conditions.



January 7, 2021
Madison County Fire Training Element
Page 2 of 3

- b) Issue drawings which would remedy the non-compliances. Stamp and sign as necessary for building permit amendment.
- c) K+K will visit the site following construction modifications being complete to confirm general conformance with the drawings.

3) Step 3 – Code Variance (If Necessary):

- a) Coordinate with NYS Regional Office for Code Variance process.
- b) Prepare Code Variance paperwork along with associated drawings completed in Step 2 above.
- c) Attend hearing before Board of Review.

Understandings & Assumptions

Client shall furnish:

- a. Availability of personnel to provide reasonable access to the site as required by King + King and our consultants.

We have made the following assumptions:

- a. The County will be responsible for all permitting or variance fees.

Professional Design Fees

Our fees for the above architectural and structural design services shall be a lump sum fee as follows:

Step 1 – Code Review & Determination:	\$2,500
Step 2 – Drawings:	\$2,500
Step 3 – Code Variance (If Required):	\$1,700

King + King will invoice the County monthly for our professional services and reimbursable expenses. Payments for the Architect's services and for reimbursable expenses shall be made monthly upon receipt by the Owner of the Architect's standard monthly invoice.

Reimbursable expenses are included in the above fees and include expenditures made by the Architect, his employees and/or his professional consultants in the interest of the project for expenses of local travel in connection with the project, long distance communications, expenses of reproductions, blueprinting and copying, photographic production techniques and postage for the project. We will provide the documents in electronic and paper format to the County and Department of State as necessary.

Any additional services required and authorized by the County shall be billed at an agreed to lump sum.

We anticipate the schedule to complete the steps 1-2 of the design services to be approximately one month including review time by the County, assuming all information and expeditious decisions are made by the client.

We appreciate this opportunity to be of service to you and look forward to a successful project. If the above is satisfactory, please sign below indicating your acceptance.



January 7, 2021
Madison County Fire Training Element
Page 3 of 3

If you have any questions regarding this proposal or the professional services fee, please feel free to contact me.

Sincerely,

King + King Architects LLP

Chad T. Rogers
Partner, King + King Architects, LLP

Accepted by Mr. John Regan
Director of Public Facilities
Madison County Facilities/Maintenance

January 7, 2021
Date

Date

cc:

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN
AGREEMENT WITH INTERPOOL DISTRIBUTING CORP
DBA NY TECH SUPPLY CO**

WHEREAS, Madison County has vehicle lift equipment locations at the Highway garages in Wampsville and Morrisville and at the Solid Waste Department that requires annual inspections; and

WHEREAS, NY TECH Supply Co with previous satisfactory services performed for Madison County possesses the special skills and training to perform these annual inspections services; and

WHEREAS, NY TECH Supply Co will perform these annual inspection services with no increase in cost for the next 2 years, for a total cost of \$630.00 each year (\$210.00 per inspection), commencing February 9, 2021 and expiring December 31, 2022; and

WHEREAS, the Highway, Buildings and Grounds Committee have reviewed and recommends entering into the agreement with NY TECH Supply Co for this service;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an agreement with NY TECH Supply Co. A copy of which is on file with the Clerk of the Board.

Dated: February 9, 2021

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee

A G R E E M E N T

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality 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: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and Interpool Distributing Corp, DBA New York Tech Supply, with principal offices at PO Box 180, Lafayette NY 13084, hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) TERM:** The term of this contract shall be from February 9, 2021 through December 31, 2022. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.

- 2) SCOPE OF SERVICES:** The Contractor shall provide Annual Lift Safety Inspections for vehicle lift equipment located at Highway Wampsville & Morrisville Garages and at the Solid Waste Building per proposal dated 1/4/2021 attached hereto and made a part hereof. The Contractor shall report directly to John Regan, Director of Facilities, or his designee.

- 3) COMPENSATION:** The County hereby agrees to pay the contractor \$210.00 per lift inspection for a total of \$630.00 annually.

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.

- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.
- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

- 7) STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.
- 9) LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) 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.
- 12) 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.

13) 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.

14) LEGAL COMPLIANCE: The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

(a) Training. In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following

links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo>

and

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements

as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163
or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

- 16) EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

17) INSURANCE: The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) 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, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, 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 insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
 - d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- 9.) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or

destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ **(Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635 Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’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 30 days prior written notice has been given to the County.

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

MADISON COUNTY

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

DATED: _____ By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, 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 _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ 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 _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A
SCOPE OF SERVICES

Annual Lift Safety Inspections for vehicle lift equipment located at Highway Wampsville & Morrisville Garages and at the Solid Waste Building per proposal dated 1/4/2021 attached hereto and made a part hereof.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this

____ day of _____, _____

Notary Public

www.nytechsupply.com



ESTIMATE

DATE	ESTIMATE #
1/4/2021	2234

NAME / ADDRESS
MADISON COUNTY FACILITIES 138 N COURT ST PO BOX 546 WAMPSVILLE, NY 13163

[illegible]

Estimate Prepared By: _____

We greatly appreciate the opportunity to provide pricing and look forward to doing business with you!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2020

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 13221-4743	CONTACT NAME: Shannon Bohm PHONE (A/C No, Ext): 315-703-1328 E-MAIL: sbohm@haylor.com ADDRESS: sbohm@haylor.com		
	FAX (A/C, No):		
INSURED Interpool Distributing Corp. dba New York Tech Supply PO Box 180, 2424 Route 11 Lafayette NY 13084	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Regent Insurance Company		24449
	INSURER B: General Casualty Co of Wisconsin		24414
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1454818383

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 INSD	SUBR 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:	Y	Y	CCI1246780	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CBA1246780	8/19/2020	8/19/2021	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	Y	Y	CCU1246780	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	☒ 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			CWC1246780	8/19/2020	8/19/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Hired Auto Physical Damage			CBA1246780	8/19/2020	8/19/2021	\$100,000 Limit \$100 Ded Comp \$500 Ded Collision

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

Form Enclosed:

CG 20 10 04 13: Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization

CG 20 37 04 13: Additional Insured-Owners, Lessees or Contractors-Completed Operations

CG 20 34 04 13: Additional Insured-Lessor of Leased Equipment-Automatic Status When Required in Lease Agreement with you

CG 20 01 04 13: Primary and Non-contributory-Other Insurance Condition

CA 79 74 01 10: New York Changes in Commercial Auto Coverage Form

CERTIFICATE HOLDER

CANCELLATION

Madison County
PO Box 546
138 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. BROADENED WHO IS AN INSURED

Paragraph A.1. **Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is an Insured Provision contained in Section II of the coverage form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Paragraphs A.2.a. (2) and A.2.a. (4) **Coverage Extensions — Supplementary Payments** of **SECTION II — LIABILITY COVERAGE** are deleted and replaced with the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph B.5. **Fellow Employee** Exclusion contained in **SECTION II — LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance. However, coverage will be primary if a Fellow Employee is not entitled to benefits under any of the following: workers compensation, unemployment compensation or disability benefits law, or any similar law.

D. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, but only if there is no similar insurance available to that organization.

However:

- 1. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
- 2. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - a. The 120th day after you acquire or form the organization, or
 - b. The end of the policy period, whichever is earlier.

E. EXTENDED TOWING

Paragraph A.2. Towing of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a \$100 deductible will apply.

The most we will pay under this **EXTENDED TOWING** coverage is \$750 per occurrence.

F. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph A.4. — **Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE** is amended as follows:

a. Transportation Expenses

The amount we will pay for temporary transportation expense is increased to \$50 per day to a maximum of \$3,000.

b. Loss of Use Expenses

The amount we will pay for loss of use is increased to \$75 per day and to a maximum limit of \$1,000.

G. RENTAL REIMBURSEMENT

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph A.4. **Coverage Extensions** in **SECTION III — PHYSICAL DAMAGE COVERAGE**.

No Deductible applies to this coverage.

H. AIRBAG COVERAGE

Exclusion B.3. in **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

I. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

1. Coverage

- a. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- b. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any accessories used with the electronic equipment described in Paragraph 1.a. above. However, this does not include tapes, records or discs.

2. Exclusions

The exclusions that apply to **SECTION III — PHYSICAL DAMAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

- a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- b. Both:

- (1) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- (2) Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. Limit Of Insurance

With respect to coverage under this endorsement, the **Limit Of Insurance** provision of **SECTION III — PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3) \$1,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

4. Deductible

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.

J. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
 - (1) Are your property or that of a family member, and
 - (2) Are in a covered "auto" at the time of "loss".

- (a) The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

This extension provides coverage only to a covered "auto".

K. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR

Paragraph **D. Deductible** in **SECTION III — PHYSICAL DAMAGE COVERAGE** the following is added:

D. Deductible

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

No deductible applies to glass damage if the glass is repaired rather than replaced.

L. PERSONAL EFFECTS COVERAGE

- 1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$600 for "personal effects" stolen with the "auto".
- 2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No Deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

M. CUSTOM SIGNS AND DECORATIONS

In the event of a total loss to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

N. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage's provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for any one loss is the lesser of the following:

- 1. \$50,000 per accident,

2. Actual Cash Value, or
3. The cost of repair.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. This Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

O. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident" or "loss" from your agent, servant, or "employee."

P. WAIVER OF SUBROGATION

SECTION IV — BUSINESS AUTO CONDITIONS— A. 5. Transfer of Rights of Recovery Against Others to Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. **Concealment, Misrepresentation Or Fraud** in **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard.

However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

R. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

Paragraph B.5.b. **Other Insurance** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. POLICY PERIOD, COVERAGE TERRITORY

Paragraph B.7. **Policy Period, Coverage Territory** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

COMMERCIAL GENERAL LIABILITY[®]
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER G40-2	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CCI 1246780

ORIGINAL COPY
COMPREHENSIVE INSURANCE POLICY

ACCOUNT NO. 5125723066
RENEWAL DECLARATION

RENEWAL OF:
CCI 1246780

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CCI 1246780	08/19/2020	08/19/2021	REGENT INSURANCE COMPANY	0831486
NAMED INSURED AND ADDRESS			AGENT	
INTERPOOL DISTRIBUTING CORP PER G40-1 PO BOX 180 LA FAYETTE NY 13084			HAYLOR FREYER & COON INC 231 SALINA MEADOWS PKWY PO BOX 4743 SYRACUSE NY 067 13221	

ENDORSEMENT

ANY PERSON OR ORGANIZATION, WHO YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY, UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT, IN EFFECT PRIOR TO THE LOSS OR DAMAGE, BUT ONLY TO THE EXTENT REQUIRED IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING ANY AMOUNT OR LIMITS SPECIFIED.

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
PER G40-2	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CCI 1246780

ORIGINAL COPY
COMPREHENSIVE INSURANCE POLICY

ACCOUNT NO. 5125723066
RENEWAL DECLARATION

RENEWAL OF:
CCI 1246780

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CCI 1246780	08/19/2020	08/19/2021	REGENT INSURANCE COMPANY	0831486
NAMED INSURED AND ADDRESS			AGENT	
INTERPOOL DISTRIBUTING CORP PER G40-1 PO BOX 180 LA FAYETTE NY 13084			HAYLOR FREYER & COON INC 231 SALINA MEADOWS PKWY PO BOX 4743 SYRACUSE NY 067 13221	

ENDORSEMENT

ANY PERSON OR ORGANIZATION, WHO YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY, UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT, IN EFFECT PRIOR TO THE LOSS OR DAMAGE, BUT ONLY TO THE EXTENT REQUIRED IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING ANY AMOUNT OR LIMITS SPECIFIED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Interpool Distributing Corp. dba New York Tech Supply PO Box 180 , 2424 Route 11 Lafayette NY 13084 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-677-3828 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161115279
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Madison County PO Box 546 138 North Court Street Wampsville NY 13163	3a. Name of Insurance Carrier Regent Insurance Company 3b. Policy Number of entity listed in box "1a" CWC1246780 3c. Policy effective period 8/19/2020 to 8/19/2021 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

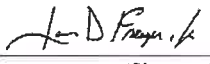
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that 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 or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: James D. Freyer, Jr
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/18/2020
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-703-1328

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. _____

**AUTHORIZING CHAIRMAN TO MODIFY AN AGREEMENT WITH
LAWN MEDIC/PEST ARREST**

WHEREAS, Madison County entered into an agreement (Res#20-568) with Lawn Medic/Pest Arrest for pest control services throughout Madison County Properties; and

WHEREAS, additional services for pest control have been identified as necessary; and

WHEREAS, the County would like to amend the current agreement with Lawn Medic/Pest Arrest to include the additional buildings for pest control services: Buyea Rd. Transfer Station \$624 annual cost, Landfill Building- additional bait boxes \$240 annual cost and agreed upon per-diem pricing list; and

WHEREAS, the Buildings and Grounds Committee has reviewed the modified agreement and recommend that the agreement be accepted; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to modify and agreement with Lawn Medic/Pest Arrest. Accordingly, a copy of said Agreement is filed with the Clerk of the Board.

Dated: February 9, 2021

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 9th day of February, 2021 by and between Madison County, a municipality of the State of New York, whose mailing address is PO Box 635, Wampsville, NY 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and Lawn Medic/Pest Arrest, having its office and principal place of business at Po Box 634, Oneida, NY 13421, hereinafter call the "Contractor";

W I T N E S S E T H:

WHEREAS, the County and Contractor entered into an Agreement dated the 1st day of January, 2021, (hereinafter "Services Agreement") for the provision of certain services to the County, as more fully set forth therein, but described generally as follows:

Pest Control Services throughout Madison County Properties

; and

WHEREAS, the parties are further desirous of the following additional provisions:

Adding costs for Highway Morrisville for 5 months in 2021 (January-May) \$55 per month, \$275 total. Additional 4 outside bait boxes at Landfill Building- \$25 per box \$100 per month, \$240 annually. Adding Buyea Rd Transfer Station- \$52 per month, \$624 per year.

Adding per-diem costs of new bait boxes \$25 per box + service call + \$5 per month monitoring. Adding per-diem costs of replacement bait boxes of \$25 each + service call.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) The paragraph of the Services Agreement denominated "COMPENSATION", , is hereby modified to: The County hereby agrees to pay the contractor \$12,120 for 2021 (\$3,240 Complex, \$900 Landfill, \$2,496 Transfer Stations, \$624 CAC, \$4,200 911 towers, \$275 Highway Morrisville-Jan-May 2021, \$385 New Highway Garage Eaton (June-Dec 2021) and \$12,120 for 2022 (\$3,240 Complex, \$900 Landfill, \$2,496 Transfer Stations, \$624 CAC, \$4,200 911 towers, \$660 New Highway Garage) plus any additional costs for per-diem services per prices listed on quote#Q5920 attached to and made a part hereof..

2) All of the other terms, conditions and provisions of the Services Agreement, including all additional terms of the paragraphs denominated "COMPENSATION", shall remain unchanged and in full force and effect, and the parties hereto do hereby ratify and affirm, as modified, extended and amended by the provisions of this Modification and Extension Agreement, ratify and affirm the Services Agreement, its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MADISON COUNTY

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20_____, 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)
COUNTY OF)

On the _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, 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

Facilities Updates 1/27/21

Maintenance Department Highlights

- Ongoing painting of door frames at Probation in the Vets Building
- Remove walls, paint walls and install break room cabinets in Emergency Management
- Q-Wares
- Cleaners are going to Chittenango American Legion, Town of Sullivan & Morrisville Ice Plex to clean for COVID-19 vaccination site
- Ongoing Snow & Ice Removal

Facilities Projects:

- Clockville Water District – Barton & Loguidice (update provided today)
- Sanitary Sewer Survey Project – Barton & Loguidice (update provided today)
- New Highway Complex – The exterior masonry is ongoing ahead of the insulated wall panels. Beebe is installing insulation and Roof Panels. Beebe is concentrating on enclosing the North end of building to heat inside for other trades. Fuel Island Canopy will be installed soon. Schedule due to weather has slipped approx. 8 days.
- C.O.B. Elevator – After approval of submittal package the order of new equipment will be 12 weeks before delivery. If all goes as planned the equipment should be delivered the middle of March 2021 and complete the first of June.
- We have received (33) Compact Air Purifiers and have distributed them out to the various departments.
- Assisting Public Health with setup with P.O.D. for vaccinations



MADISON COUNTY CENTRAL SERVICES

ALEX BROWN
Technician

PO Box 546
Wampsville, NY 13163
315/366-2380

TO: Buildings & Grounds Committee

FROM: Alex Brown
Central Service Technician

DATE: Jan 4, 2021

SUBJECT: MONTHLY REPORT

Listed below are the totals for the month Dec 2020 for the Central Services Department.

PRINTING

Jobs - 34
Impressions (Copies) - 100,686
Charge Back - \$2,512.90

YEAR TO DATE

361
626,278
\$17,152.13

MAIL

Pieces processed - 40,232
Charged postage - \$22,776.18

203,923
\$128,198.08

UPS

Incoming pieces - 288
Outgoing pieces - 64

2796
733

FREIGHT & OTHER DELIVERIES

Incoming shipments - 46

501

STOCK SUPPLY REPLACEMENTS

22

247

If you have any questions, please contact me at X380.