

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE

COUNTY OFFICE BUILDING
P.O. BOX 636

WAMPSVILLE, NY 13163
(315) 366-2341 (Phone)
(315) 366-2725 (Fax)



Eileen M. Zehr

Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward

Director of Labor Relations
ryan.aylward@madisoncounty.ny.gov

Government Operations Thursday, April 1, 2021 @ 10:30 AM Chambers

MINUTES

10:30 Call Meeting to Order AM

Mary Cavanagh called the meeting to order at 10:30 a.m.

Committee Members present:

R. Bono, M. Cavanagh, C. Moses, M. Roberts and P. Walrod

Others present:

R. Aylward, J. Becker, C. Coe, J. Cunningham, D. Curtis, S. Field, P. Lutwak, Y. Nirelli,
L. Randall, M. Scimone, R. Verdon, T. Wayland-Smith, and E. Zehr.

Approval of Minutes

Motion by Pete Walrod to approve the minutes. Second by Matt Roberts. The motion was Passed.

- February 25, 2021 Minutes

Resolutions:

1. Resolution of Appreciation - Retiree Recognition

Motion by Pete Walrod to approve the resolution. Second by Cliff Moses. The motion was Passed.

2. Authorizing the Chairman to Extend an Agreement with Upstate Communications and Security, Inc.

Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

3. Authorizing the Chairman to Enter Into an Enterprise Agreement

with Day Automation

Motion by Pete Walrod to approve the resolution. Second by Ron Bono. The motion was Passed.

4. Authorizing the Chairman to Enter Into Agreements With Various Madison County Municipalities for Information Technology Services

Motion by Pete Walrod to approve the resolution. Second by Ron Bono. The motion was Passed.

5. Authorizing Distributions from the Madison County Workers Compensation Municipal Pool

Motion by Matt Roberts to approve the resolution. Second by Pete Walrod. The motion was Passed.

6. Authorize the Modification of the 2021 Adopted County Budget

Motion by Ron Bono to approve the resolution. Second by Pete Walrod. The motion was Passed.

7. Authorizing the Modification of the 2021 Adopted County Budget

Motion by Matt Roberts to approve the resolution. Second by Cliff Moses. The motion was Passed.

8. Authorizing the Modification of the 2021 Adopted County Budget (Employee Health)

Motion by Cliff Moses to approve the resolution. Second by Ron Bono. The motion was Passed.

9. Authorizing a Stipend for Function of "Data Officer"

Motion by Pete Walrod to approve the resolution. Second by Ron Bono. The motion was Passed.

10. Increasing the Hours of an Office Assistant II Position in the Office of the County Administrator

Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

11. Declaring the Week of May 2 - 7, 2021 as "Public Service Recognition Week"

Motion by Cliff Moses to approve the resolution. Second by Ron Bono. The motion was Passed.

12. In Respect to the Death of Bert L. Snyder

Motion by Ron Bono to approve the Resolution. Seconded by John Becker. The motion was Passed

13. Creating Two Full-Time Permanent Positions in the Office of the County Clerk

Motion by John Becker to approve the Resolution. Seconded by Matt Roberts. The motion was Passed

14. Amending the Temporary Coronavirus (COVID-19) Policy Concerning Pay, Leave and Remote Work

Motion by Cliff Moses to approve resolution. Second by Pete Walrod. The motion was Passed.

Other Committee Business

1. Motion to Enter Executive Session

- A. Litigation
- B. Labor Relations
- C. Salary Matter

Motion by Pete Walrod to enter into Executive Session. Second by Matt Roberts. The motion was Passed.

Motion by Matt Roberts to exit Executive Session. Second by Ron Bono. The motion was Passed.

Preferred Agenda

Motion by Cliff Moses to include all resolutions except 1 and 12 in the Government Operations Committee Preferred Agenda.. Second by Ron Bono. The motion was Passed.

Next Meeting: Thursday, April 29, 2021, 10:30 a.m.

Adjourn

Motion by Matt Roberts to end meeting. Second by Pete Walrod. The motion was Passed.

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION – RETIREE RECOGNITION

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

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

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby recognize the dedicated contributions of Pamela Kent, Renee Smith, Teresa Shetler, Johnathan Marshal, Jon Otts and Ruth Boyd upon their retirement.

Pamela A. Kent	Social Services	27 Years
Renee M. Smith	Sheriff's Office	25 Years
Teresa L. Shetler	Social Services	23 Years
Johnathan R. Marshall	Sheriff's Office	20 Years
Jon E. Otts, Jr.	Solid Waste	20 Years
Ruth A. Boyd	Public Health	16 Years

Dated: April 13, 2021

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _

**AUTHORIZING THE CHAIRMAN TO EXTEND AN AGREEMENT WITH
UPSTATE COMMUNICATION & SECURITY, INC.**

WHEREAS, Madison County entered into an agreement per Bid 2002 – Public Safety Building Networking Wiring Upgrades, Res. 20-90 with Upstate Communication & Security, Inc. on March 16, 2020, and

HEREAS, by its terms, such agreement expires the 15th day of March, 2021, and the parties hereto are now desirous of modifying the same to provide for the extension thereof; and

WHEREAS, Upstate Communication & Security, Inc. have agreed to extend said agreement, at no additional cost, to terminate December 31, 2021; and

WHEREAS, the Government Operations Committee have reviewed and recommends extending the agreement with Upstate Communication & Security, Inc. and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors is hereby authorized to extend this agreement on behalf of the Madison County with Upstate Communication & Security, Inc. A copy of which is on file with the Clerk of the Board.

Dated: April 13, 2021

Mary Cavanagh, Chairperson
Government Operations Committee

RESOLUTION NO. 20-90

**AWARDING BID AND AUTHORIZING CHAIRMAN TO ENTER INTO AGREEMENT FOR
NETWORK WIRING IN THE PUBLIC SAFETY BUILDING**

WHEREAS, sealed bids were received and opened on February 13, 2020 for Public Safety Bldg. Network Wiring Upgrade (Bid # 2002); and

WHEREAS, all bids have been canvassed and reviewed and it is the recommendation for the bid award to the lowest responsible bidder; and

WHEREAS, the Information Technology and Argus Engineering recommend moving forward with entering into the contract for the project; and

NOW THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors accepts the following bid for the work heretofore described, to wit:

Bid Ref. No. 2002: Public Safety Bldg. Network Wiring Upgrade

Upstate Communication and Security Inc.
395 Summit Point Dr. Suite 5B
Henrietta, NY 14467

Total Lump Sum: \$125,734.00

BE IT FURTHER RESOLVED, that upon receiving receipt of all contract documents, the Chairman be and hereby is authorized to enter into said contract, copies of which are on file with the clerk of the board.

Dated: March 10, 2020



Mary B. Cavanagh, Chairwoman
Government Operations Committee



ORIGINAL

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, Upstate Communication & Security, Inc.

Henrietta, NY 14467, with principal offices at 395 Summit Point Drive, Suite 5B

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 March 16, 2020 through March 15, 2021. 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 Paul Lutwak, IT Director, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the Contractor Per Bid 2002, Signature/Pricing Proposal Page, Electrical Contractor Lump Sum \$125,734.00.

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.

MAR 17 2020 10:11

- 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 Madison County, located at PO Box 635, 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: 3/13/2020

By: [Signature]
John M. Becker
Chairman, Board of Supervisors

DATED: 3/13/20

By: [Signature]
Dan Garrett, owner
Upstate Communication & Security Inc

STATE OF NEW YORK)
COUNTY OF MADISON)

On the 13th day of March, 2020, 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 Madison County
My Commission Expires: 06-05-22

[Signature]
Notary

STATE OF NEW YORK)
COUNTY OF MONROE)

On the 3rd day of March, 2020, before me, the undersigned, personally appeared Daniel Garrett 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.

LYNN M. DONLON
No. 01DO6064394
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires Sept. 24, 2021

Notary Public, State of New York
Appointed in Monroe County
My Commission Expires:

Lynn M. D.
Notary

SCHEDULE A
SCOPE OF SERVICES

[Attach detailed terms and conditions specific to the engagement]

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.

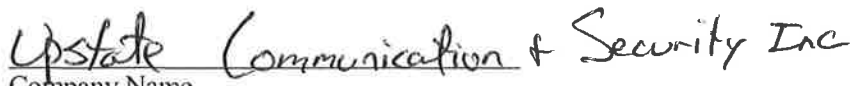
Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after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



Signed

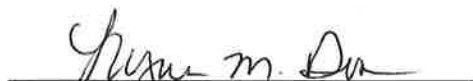


Title



Company Name

Sworn to before me this
3rd day of March, 2020



Notary Public

LYNN M. DONLON
No. 01D08064394
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires Sept. 24, 2021



CERTIFICATE OF LIABILITY INSURANCE



ORIGINAL

DATE (MM/DD/YYYY)
03/02/2020

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 PSA Financial 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622		CONTACT NAME: Donna Fowble PHONE (A/C, No, Ext): (410) 821-7766 FAX (A/C, No): (410) 828-0242 E-MAIL ADDRESS: dfowble@psafinancial.com	
INSURED Upstate Communications & Security 395 Summit Point Drive Suite 5B Henrietta NY 14467		INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Company INSURER B: Selective Ins Co of America INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 26743 12572 41297

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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		BDG-0134328-01	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S2356394	06/16/2019	06/16/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			XBS0101901	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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, with respects to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

Madison County PO Box 635 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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**ORIGINAL**

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Upstate Communication & Security Inc.
395 Summit Point Dr. Suite 5B
Henrietta, NY 14467

SURETY:
(Name, legal status and principal place of business)

OLD REPUBLIC INSURANCE COMPANY
P.O. Box 789, Greensburg, PA 15601 - 0789

OWNER:
(Name, legal status and address)

Madison County
138 North Court St
Wampsville, NY 13163

CONSTRUCTION CONTRACT

Date: March 16, 2020

Amount: One Hundred Twenty-five Thousand Seven Hundred Thirty-four And No/100 (\$125,734.00)

Description:
(Name and location)

Data Cabling - Optical Fiber backbone cabling, Network wiring upgrades

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: MARCH 16TH, 2020

(Not earlier than Construction Contract Date)

Amount: One Hundred Twenty-five Thousand Seven Hundred Thirty-four And No/100 (\$125,734.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

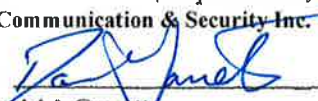
Company: *(Corporate Seal)*

Upstate Communication & Security Inc.

SURETY

Company: *(Corporate Seal)*

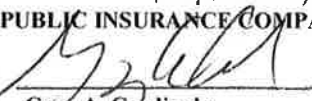
OLD REPUBLIC INSURANCE COMPANY

Signature: 

Name: Daniel J. Garrett

and Title: Owner

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name: Gary A. Cardinale

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

World Wide Bonding Agency
2846 William Street
Buffalo, NY 14227
(888) 681-7685

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

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2020 MAR 16 15

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3, shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

4

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____)
COUNTY OF _____) SS.:

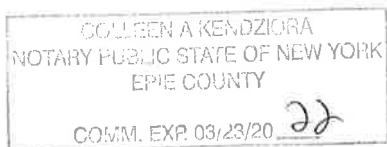
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

On the 16th day of March in the year 2020, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Colleen A. Kendziora
Notary Public

**OLD REPUBLIC INSURANCE COMPANY
OF GREENSBURG, PENNSYLVANIA**

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

ADMITTED ASSETS

Bonds	\$1,825,149,966
Common stocks	558,616,791
Cash, cash equivalents and short-term investments	100,688,669
Bonds, short-term investments and cash held under retrospective rating agreements	36,060,373
Premiums and considerations - uncollected premiums and agents' balances in the course of collection	289,346,952
Deferred premiums, agents' balances and installments booked but deferred and not yet due	13,003,483
Accrued retrospective premiums	731,255
Funds held by or deposited with reinsured companies	15,378
Amounts recoverable from reinsurers	47,313,557
Current federal and foreign income tax recoverable and interest thereon	3,233,461
Net deferred tax asset	4,286,832
Electronic data processing equipment and software	525,720
Investment income due and accrued	18,268,705
Receivables from parent, subsidiaries and affiliates	4,491,294
Other assets	8,770,783
TOTAL ADMITTED ASSETS	<u>\$2,910,392,120</u>

LIABILITIES AND SURPLUS

Losses	\$869,332,599
Reinsurance payable on paid losses and loss adjustment expenses	7,495,428
Loss adjustment expenses	173,323,503
Commissions payable, contingent commissions and other similar charges	5,118,409
Other expenses (excluding taxes, licenses and fees)	18,833,511
Taxes, licenses and fees (excluding federal income taxes)	68,383,787
Unearned premiums	278,792,196
Dividends declared and unpaid - policyholders	280,924
Ceded reinsurance premiums payable (net of ceding commissions)	175,618,468
Funds held by company under reinsurance treaties	103,051,018
Amounts withheld or retained by company for account of others	47,584,537
Remittances and items not allocated	39,842,189
Provision for reinsurance	10,154,445
Payable to parent, subsidiaries and affiliates	3,745,701
Other liabilities	950,993
TOTAL LIABILITIES	<u>\$1,802,487,709</u>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	845,234,985
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,107,904,411</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$2,910,392,120</u>

Securities carried at \$367,030,477 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Rick A. Johnson, Vice President of Old Republic Insurance Company of Greensburg, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2018, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2018, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Rick A. Johnson, Vice President

Sworn to and subscribed before me this 6th day of March, 2019.

Notary Public, State of Wisconsin

My Commission expires: July 5, 2019



OLD REPUBLIC INSURANCE COMPANY

5425376

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

GARY A. CARDINALE of CHEEKTOWAGA, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TEN MILLION (\$10,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

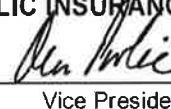
RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of October, 2018


Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY


Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of October, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

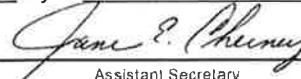
(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



95-0027

Signed and sealed at the City of Brookfield, WI this 16th day of MARCH, 2020


Assistant Secretary

ORSC 11008 (6-93)

World Wide Agent Services Inc

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Upstate Communication & Security Inc.
395 Summit Point Dr. Suite 5B
Henrietta, NY 14467

SURETY:
(Name, legal status and principal place of business)

OLD REPUBLIC INSURANCE COMPANY
P.O. Box 789, Greensburg, PA 15601 - 0789

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)

Madison County
138 North Court St
Wampsville, NY 13163

CONSTRUCTION CONTRACT

Date: March 16, 2020

Amount: One Hundred Twenty-five Thousand Seven Hundred Thirty-four And No/100 (\$125,734.00)

Description:
(Name and location)

Data Cabling -Optical Fiber backbone cabling, Network wiring upgrades

BOND

Date: MARCH 16TH, 2020

(Not earlier than Construction Contract Date)

Amount: One Hundred Twenty-five Thousand Seven Hundred Thirty-four And No/100 (\$125,734.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Upstate Communication & Security Inc.

Signature:

Name Daniel J. Garrett

and Title: Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

OLD REPUBLIC INSURANCE COMPANY

Signature:

Name Gary A. Cardinale

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY --- Name, address and telephone)

AGENT or BROKER:

World Wide Bonding Agency
2846 William Street
Buffalo, NY 14227
(888) 681-7685

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____)
COUNTY OF _____) SS.:

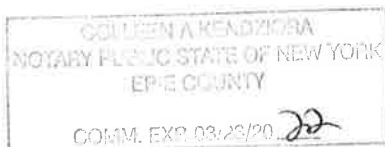
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

On the 16th day of March in the year 2020, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Colleen A. Rendicora
Notary Public

**OLD REPUBLIC INSURANCE COMPANY
OF GREENSBURG, PENNSYLVANIA**

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

ADMITTED ASSETS

Bonds	\$1,825,149,966
Common stocks	558,615,791
Cash, cash equivalents and short-term investments	100,588,569
Bonds, short-term investments and cash held under retrospective rating agreements	36,050,373
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	289,346,952
Deferred premiums, agents' balances and installments booked but deferred and not yet due	13,003,483
Accrued retrospective premiums	731,255
Funds held by or deposited with reinsured companies	15,378
Amounts recoverable from reinsurers	47,313,557
Current federal and foreign income tax recoverable and interest thereon	3,233,461
Net deferred tax asset	4,286,832
Electronic data processing equipment and software	525,720
Investment income due and accrued	18,268,705
Receivables from parent, subsidiaries and affiliates	4,491,294
Other assets	8,770,783
TOTAL ADMITTED ASSETS	<u>\$2,910,392,120</u>

LIABILITIES AND SURPLUS

Losses	\$869,332,599
Reinsurance payable on paid losses and loss adjustment expenses	7,495,428
Loss adjustment expenses	173,323,503
Commissions payable, contingent commissions and other similar charges	5,118,409
Other expenses (excluding taxes, licenses and fees)	18,833,511
Taxes, licenses and fees (excluding federal income taxes)	68,363,767
Unearned premiums	278,792,196
Dividends declared and unpaid - policyholders	260,924
Ceded reinsurance premiums payable (net of ceding commissions)	175,618,468
Funds held by company under reinsurance treaties	103,061,018
Amounts withheld or retained by company for account of others	47,584,537
Remittances and items not allocated	39,842,189
Provision for reinsurance	10,154,445
Payable to parent, subsidiaries and affiliates	3,745,701
Other liabilities	950,993
TOTAL LIABILITIES	<u>\$1,802,487,709</u>
 Common capital stock	 3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	845,234,985
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,107,904,411</u>
 TOTAL LIABILITIES AND SURPLUS	 <u>\$2,910,392,120</u>

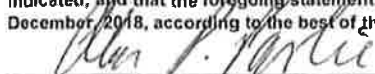
Securities carried at \$367,030,477 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

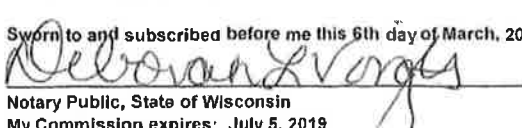
COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Rick A. Johnson, Vice President of Old Republic Insurance Company of Greensburg, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2018, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2018, according to the best of their information, knowledge and belief, respectively.


Alan P. Pavlic, Vice President


Rick A. Johnson, Vice President

Sworn to and subscribed before me this 6th day of March, 2019.


Notary Public, State of Wisconsin
My Commission expires: July 5, 2019



OLD REPUBLIC INSURANCE COMPANY

5425376

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

GARY A. CARDINALE of CHEEKTOWAGA, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TEN MILLION (\$10,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of October, 2018.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of October, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



95-0027

Signed and sealed at the City of Brookfield, WI this 16th day of MARCH, 2020.

Jane E. Cherney
Assistant Secretary

ORSC 11008 (6-93)

World Wide Agent Services Inc



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW



ORIGINAL

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) UPSTATE COMMUNICATION AND SECURITY INC 395 SUMMIT POINT DRIVE, SUITE 5B HENRIETTA, NY 14467 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 585-475-0605 1c. Federal Employer Identification Number of Insured or Social Security Number 474748711
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Madison County Purchasing Agent Wampsville NY 13163 138 N. Court Street PO Box 635 Wampsville NY 13163	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL489973 3c. Policy effective period 07/01/2019 to 06/30/2021

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

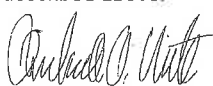
☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

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 NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/11/2020 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 15th day of March, 2021 by and between Madison County, a municipality of the State of New York, whose mailing address is 138 N. Court Street, PO Box 635, Wampsville, New York 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the “County” and Upstate Communication & Security, Inc., having its office and principal place of business at 395 Summit Point Drive, Suite 5B, Henrietta New York 14467 hereinafter call the “Contractor”;

W I T N E S S E T H:

WHEREAS, the County and Contractor entered into an Agreement (Resolution #20-90) dated the 16th day of March, 2020, (hereinafter “Services Agreement”) for the provision of certain services to the County, as more fully set forth therein, but described generally as Public Safety Building Networking Wiring Upgrades (per Bid 2002); and

WHEREAS, by its terms, such Services Agreement expires the 15th day of March, 2021, and the parties hereto are now desirous of modifying the same to provide for the extension thereof because work could not be scheduled/completed as planned due to the COVID pandemic; 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 15th day of March, 2021, is hereby modified to provide that such Services Agreement shall terminate on the 31st day of December, 2021.

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.

MADISON COUNTY

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

UPSTATE COMMUNICATION & SECURITY, INC.

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

SIGNATURE/PRICING PROPOSAL PAGE

Bid 2002 – Public Safety Bldg. Networking Wiring Upgrade

Madison County Purchasing Office
138 North Court Street.
Wampsville, NY 13163

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Madison and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I am authorized by my company to make this commitment.

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

Accepts Purchasing Credit Card Payments at no additional fees to Madison County - YES NO

Electrical Contractor

LUMP SUM \$ 125,734.00

*****Detailed costs must be included with this page*****

Unit Price in words: one hundred and twenty five thousand seven hundred and thirty four and 00/100

Signature: [Signature] Title: Owner

Print Name: Dan Garrett

Company Name: Upstate Communication & Security, Inc. Federal ID No. 47-4748711

Address: 395 Summit Point Dr., suite 5B, Henrietta, NY 14467

Telephone No: 585-444-0880 Fax No: _____

Contact Name: Dan Garrett Telephone No. 585-738-1062

E-mail: dgarrett@atsegc.com

Contact Name to send letters, contracts & communications: Dan Garrett

E-mail address to send letters, contracts & communications: dgarrett@atsegc.com

This page must be signed and returned or your bid will be declared informal!

SIGNATURE/PRICING PROPOSAL PAGE

Bid 2002 – Public Safety Bldg. Networking Wiring Upgrade

Madison County Purchasing Office
138 North Court Street.
Wampsville, NY 13163

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Madison and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I am authorized by my company to make this commitment.

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. <u>1</u>	Dated: <u>1/29/20</u>
No. <u>2</u>	Dated: <u>1/28/20</u>
No. _____	Dated: _____

Accepts Purchasing Credit Card Payments at no additional fees to Madison County - YES NO

Electrical Contractor

LUMP SUM \$ _____

*****Detailed costs must be included with this page*****

Unit Price in words: _____

Signature: [Signature] Title: Owner

Print Name: Update Communication & Security Inc.

Company Name: Dan Garrett Federal ID No. 47-4748711

Address: 395 Summit Point Dr., suite 5B, Henrietta, NY 14467

Telephone No: 585-444-0880 Fax No: _____

Contact Name: Dan Garrett Telephone No. 585-444-0880

E-mail: dgarrett@atscgc.com

Contact Name to send letters, contracts & communications: Dan Garrett

E-mail address to send letters, contracts & communications: _____

This page must be signed and returned or your bid will be declared informal!

Admin Cabling			
Wap/Cam single cable runs	16		
Desk Dual cable runs	33		
Jail Cabling			
Wap/Cam single cable runs	73		
Desk Dual cable runs	40		
Desk Quad cable runs	8		
Roof and Outdoor Cables Single cable runs	14		
Admin cable removal	39		
Jail cable removal	70		
Cat6a Plenum Cable Superior Essex 1000ft	60	36,000	
Cat6a Hubbell jacks	281	3,372	
Single Port Boxes	89	178	
Dual Port faceplates	73	219	
Quad Port faceplate	8	24	
Low voltage wall plate	1	25	
62.5 6 Strand indoor/outdoor fiber	1	1200	
2in Interduct	1	400	
Fiber unicam	12	216	
V500 Wiremold and surface boxes	1	500	
Miscellaneous Emt Conduit and Connectors.	1	650	
Miscellaneous Cable mounting hardware (j-hooks, Velcro, etc)	1	500	
Miscellaneous hardware (Ceiling hatches)	1	400	44,134
Fire Stop	1	200	
Coreing Sleeves	1	250	
Labor for cat6a cable installation and testing.	520	62400	
Labor for cable removal	100	12000	
Labor for fiber installation and testing.	60	7200	
			125,734

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN ENTERPRISE AGREEMENT WITH
DAY AUTOMATION**

WHEREAS, Madison County has a Video surveillance system and an access control system maintained by Day Automation; and

WHEREAS, Maintenance contracts are needed for both systems; and

WHEREAS, the costs for the maintenance contract plus money for additional parts as needed are \$20,000.00; and

WHEREAS, the funds for this project are in the Information Technology 2021 budget; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman be and hereby is authorized to execute the contracts with Day Automation on behalf of the County, in the form as is on file with the Clerk of the Board.

Dated:

Mary B. Cavanagh, Chairwoman
Government Operations Committee

Service Contract

TO: Madison County Mr. Paul Lutwak Director of Informational Technology 138 North Court Street Wampsville, New York 13163		Contract Start Date 4/1/2021	Contract End Date 3/31/2022		
Option #	Description (see contract for further detail)	Item Amount	Included		Amount in Contract
1 - BASIC	Includes(2) preventive maintenance visits per year, phone support and preferred labor/material rates.	\$4,403.98	Yes	base	\$4,403.98
2 - PLUS	Adds labor coverage for repairs/replacements.	\$10,072.42	Yes	add	\$10,072.42
3 - COMPLETE	Adds replacement coverage for all equipment.	\$12,134.00	no	add	\$0.00
(PLUS & COMPLETE only apply to equipment provided by Day Automation)					
	Other Items	\$0.00	No		\$0.00
Total Annual Contract Services					\$14,476.40
Amount to be billed quarterly in advance unless specified otherwise					\$3,619.10
Option #	Description (see contract for further detail)	Item Amount	Included		Amount in Contract
T&M Amount	Additional money included in contract to be spent as customer directs for items which will be billed on a Time & Material basis.	\$5,523.60	Yes	base	\$5,523.60
Total Service Contract Amount					\$20,000.00
To be billed monthly as work is requested and completed					

If the above Service Contract is acceptable, please return with your signature and we will begin service as stated.

Sincerely Yours,
Eric Hylbert
Day Automation
Account Executive
585-851-1532

Signature

Date

Printed Name

PO Number

Systems	Included Coverage		
	BASIC	PLUS	COMPLETE
File Server	no	no	no
Workstation(s)	no	no	no
HVAC System	no	no	no
Instrument Air System	no	no	no
CCTV System	Yes	Yes	Yes
Access System	Yes	Yes	Yes
Intrusion System	no	no	no
Other Systems			
Central Station Monitoring	no		
Anti-Virus Software Updates	no		

Anti –Virus Software Notes

As a normal course of system deployment we deploy security protection software on all provided servers, workstations and network video servers for one year after initial purchase. Additional protection can be purchased at customer's request and is not included in this Service Contract unless specifically mentioned above.

If you would prefer to provide your own anti-virus software please contact us for specific application requirements to ensure your system functionality is not compromised.

Coverage Options

Option 1 - Basic

Includes

- (2) Preventive Maintenance visits – see detail below
- Phone support

Preventive Maintenance Tasks (as applicable per contract options & equip)

1. Video Surveillance System

- a. Confirm Video Recorder operation including recording, playback, saved video duration, drive status, processor usage, etc.
- b. Back-up Video recorder configuration
- c. Update Anti-virus software if provided by Day Automation
- d. Review event logs
- e. Confirm video for all cameras
- f. Review camera images and video for issues
- g. Clean & refocus cameras as needed

2. Access Control System

- a. Spot check batteries for proper voltage – replace as needed or every 2 years
- b. Review alarm logs and disabled points
- c. Review off-line controllers and communication issues
- d. Check card readers for proper operation
- e. Spot check graphics, histories & schedules
- f. Review owner concerns and make corrections if within the scope of contract or provide proposal for corrective action if not.

Option 2 - Plus

Includes

- 1. Option 1 - Basic
- 2. Adds complete labor coverage for all repairs or replacements due to failure (see Limitations section).
- 3. Limited to equipment provided by Day Automation.
- 4. No material coverage is included.

Option 3 - Complete

Includes

- 1. Option 1 - Basic & Option 2 - Plus
- 2. Adds material coverage for all repairs or replacements due to failure (see Limitations section).
- 3. Limited to equipment provided by Day Automation.

Service Contract information

- ❖ Service Call Hours are defined as hours during normal business hours (7:00am – 3:30pm, M–F) that may be performed either on-site or off-site. Off-Site is defined as work not done at the customer's facility and is accomplished off line or through Internet / Telephone connection.
- ❖ For service calls needing immediate attention outside the normal working hours, Day Automation shall furnish the owner with a telephone number where a representative can be reached at all times. Day Automation shall respond by telephone to provide Internet or Telephone service outside normal working hours within 1 hour. Day Automation shall make Emergency on-site Service available as agreed with the owner at the time.
- ❖ For Service Call hours not covered by the Service Contract expended outside normal working hours a rate of 1.5 times the normal billing rate will be charged.

EMERGENCY SERVICE CALL PROCEDURE

A Service Technician is available 24 hours a day, 7 days a week

585-924-4630 ext 232 or 800-836-0969 ext 232.

When calling, please provide the following information:

1. Your name
2. Your company's name
3. A telephone number where you can be reached, including the area code

INSURANCE

Day Automation shall provide all insurance certificates as requested to prove Workers Compensation and liability coverage.

WORK REQUESTS

A separate record shall be kept of each service call and request for service. At the time work is accomplished, the Owner shall receive a record of the work performed.

LIMITATIONS

This Service Contract does not include any material or work required as a result of damage to the system by lightning, water, temperature, hackers, viruses, terrorism, vandalism or other factors that do not constitute normal wear and tear. Additionally, this Service Contract also does not include catastrophic insurance against issues that would cause wholesale damage to system elements.

Day Automation is not responsible for any consequential damage of property caused by system malfunction.

Day Automation is not responsible for any consequential damage of property caused by owner manipulation error of the system.

Day Automation reserves the right not to perform work on any equipment if said equipment is located in or near hazardous materials/areas (i.e. asbestos, toxic chemicals, confined spaces, etc.)

EQUIPMENT AVAILABILITY

Day Automation shall make available all currently manufacturer supported equipment. That which is no longer supported by the manufacturer shall be supported to the best of our ability.

Service Rates

Please note that the following will apply to time and material work performed that is not included in your contract (if applicable) or to any additional work requested by the owner over and above their contract (if applicable).

Service Technician Rate \$ 92.00/hour

1. All rates are based on a maximum of eight (8) hours per day during normal working hours, Monday through Friday.
 - a. Time on Saturdays, outside normal working hours or in excess of eight (8) hours on normal workdays will be charged at 1.5 times the basic hourly rate.
 - b. Time on Sundays and legal holidays will be charged at 2.0 times the basic hourly rate.
2. Day Automation System, Inc. is also required to keep an exemption/resale certificate on file for all customers who are exempt from tax. If an exemption/resale certificate is not provided sales tax will be added to your invoice appropriately.
3. Either party may cancel this contract with 30 days written notice.

NOTE: Price is valid for 30 days from contract start date.

RESOLUTION NO. _____
**AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENTS WITH VARIOUS
MADISON COUNTY MUNICIPALITIES FOR INFORMATION TECHNOLOGY
SERVICES**

WHEREAS, Madison County Information Technology department can provide Information technology services to municipalities in Madison County; and

WHEREAS, the following municipalities are receiving and or wish to receive Information Technology services;

Town of Cazenovia
Town of DeRuyter
Town of Eaton
Town of Fenner
Town of Georgetown
Town of Hamilton
Town of Lebanon
Town of Lincoln
Village of Morrisville
Town of Nelson
Town of Sullivan

WHEREAS, an Inter-Municipal Agreement will be signed by each interested municipality for the term January 1, 20__ through December 31, 20__; and

WHEREAS, the County shall then have the option to renew the Agreement(s) for two one-year periods; and

WHEREAS, the Agreement has been reviewed and approved by the Government Operations Committee, and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby authorizes the Chairman to enter into an agreement on behalf of Madison County with each of the various municipal agencies as listed as is on file with the Clerk of the Board.

Dated: _____

Mary B. Cavanagh, Chairwoman
Government Operations Committee

INTER-MUNICIPAL AGREEMENT

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 known as "County", and the TOWN OF XXXXX, a municipality of the State of New York, with principal offices at _____, _____, NY _____, hereinafter known as "Town";

WITNESSETH:

WHEREAS, the County and the Town desire to enter into an inter-municipal Agreement in which the County would provide Information Technology services from its Information Technology Department to the Town; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1.) TERM

The term of this Agreement shall be for an initial period, with the provision of services commencing on January 1, 20____, and extending through December 31, 20____, unless sooner terminated pursuant to the terms and conditions of this Agreement. *Thereafter, the County shall then have the option to renew this Agreement for two one-year periods.*

This agreement may be terminated for cause, by either party, by giving ninety (90) days' written notice of termination to the other party. In the event of early termination, compensation to County shall be for services actually provided to the Town under this Agreement.

2.) SCOPE OF SERVICES

Examples of services that the County shall provide are outlined in *Schedule A* attached hereto and made a part hereof. Additional prerequisites are also outlined in *Schedule A*. The County Information Technology Department shall report directly to the Town Supervisor, or his or her designee.

3.) COMPENSATION & PAYMENT

Payment Terms: Net 30 days
Costs are outlined in *Schedule B*

4.) HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing

trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents.

The Town covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to **Town's** employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from misfeasance, omission of duty, negligence or wrongful act on the part of the Town, its employees or agents irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of **Town**, its employees or agents.

Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires each party to obtain proof of Workers' Compensation insurance coverage, self-insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the other party on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

5.) **INSURANCE**

The County shall purchase and maintain the following insurance coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York.

Commercial General Liability coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The Town will be included as an additional insured on this policy.

6.) **ASSIGNMENT**

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or its right, title, or interest in this agreement, or its power to execute this agreement, to any other person or entity without the previous consent in writing of the other party.

7.) **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 either party beyond monies appropriated and available for the purpose thereof. Provided, however, that in the event appropriations are not made available for the purpose of this Agreement by the Town shall result in termination of this Agreement by the County at the start of any fiscal year in which appropriations are not made.

8.) **AGREEMENT MODIFICATIONS**

This agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by the County and the Town.

9.) **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.

10.) **CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

11.) **STATUTORY COMPLIANCE**

In acceptance of this Agreement, the parties covenant and agree to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates hereinafter written.

MADISON COUNTY

DATED: _____

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

TOWN OF XXXXXXXX

DATED: _____

By: _____
XXXXXXX
Supervisor, Town of XXXXXXXX

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

Schedule A: Scope of Services

Examples of Services: Anti-Virus, Backups, Copiers, Patching, Vulnerability Scanning, Networking, Computer Security, Phones, Firewalls, Technology Consulting, Help Desk, Hosted servers, County Applications, and Hardware.

If The Town is also utilizing an additional IT company for IT services, Madison County Services will be dependent on cooperation and compatibility of said company's hardware. Any equipment that will communicate with the county network must have an up to date, supported and patched operating system and up to date anti-virus.

Schedule B: Compensation & Payment

1. Billable IT Services will be billed on an hourly rate that reflects an average hourly cost of IT personnel. The 2021 cost is \$47.76/hr plus travel. This amount is to be adjusted annually and ***Schedule B*** amended, as necessary.
2. Equipment and software purchases will be billed at an "at cost" price of the item.

RESOLUTION NO. _____

**AUTHORIZING DISTRIBUTIONS FROM THE
MADISON COUNTY WORKERS COMPENSATION MUNICIPAL POOL**

WHEREAS, Madison County sponsors a workers compensation risk pool consisting of 41 municipalities and volunteer fire districts within the County; and

WHEREAS, due to favorable results in recent plan years, closing the two oldest plan years, and receiving an unexpected distribution from the Public Employer Risk Management Association, Inc. (PERMA), the pool is in a position to allocate surplus funds back to the plan participants; and

WHEREAS, Onegroup, the County's risk consultant, has recommended a distribution of \$100,000.00 for plan years 2012-2019, collectively; and

WHEREAS, an additional distribution of \$36,395.17 may be allocated to plan participants as a result of a recent surplus distribution from PERMA; and

WHEREAS, another distribution of \$71,594.31 may be allocated to plan participants for plan years 2001-2002, since the pool is no longer responsible for future liabilities incurred in those years.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Treasurer be, and hereby is, authorized to distribute \$207,989.48 to Madison County Workers Compensation Pool participants, as allocated on the attached schedule.

Dated: April 13, 2021

Mary Cavanagh, Chairwoman
Government Operations Committee

Madison County Workers Compensation Municipal Pool
Schedule of Distributions by Municipality
Authorized by Madison County Board of Supervisors April 13, 2021

Muni ID	Municipality	\$100,000 Surplus Plan Years 2012 - 2019	\$36,395.17 Surplus from PERMA	Close Out of Plan Year 2001	Close Out of Plan Year 2002	Total
1	Brookfield Fire District	\$ 516.89	\$ 180.53	43.46	\$ 147.76	\$ 888.64
2	Brookfield Town	1,494.02	564.72	359.60	895.75	3,314.09
3	Canastota Fire District	2,388.25	898.18	285.57	976.37	4,548.37
4	Canastota Village	3,530.45	1,155.64	602.59	1,461.28	6,749.96
5	Cazenovia Fire District	2,193.35	803.07	309.52	985.82	4,291.76
6	Cazenovia Town	2,706.73	970.38	591.77	1,442.10	5,710.98
7	Cazenovia Village	2,618.55	870.57	498.18	1,213.78	5,201.08
8	Chittenango Village	2,423.85	943.29	871.32	2,158.15	6,396.61
9	Deruyter Town	733.04	291.54	158.18	389.18	1,571.94
10	Eaton Fire District	849.47	325.17	129.93	424.29	1,728.86
11	Fenner Town	1,124.00	419.64	260.31	645.16	2,449.11
12	Georgetown Fire District	512.32	180.60	-	-	692.92
13	Georgetown Town	547.52	208.50	166.06	401.22	1,323.30
14	Georgetown Water District	24.59	8.90	3.85	9.90	47.24
16	Hamilton Fire Department	1,868.48	699.12	243.78	774.79	3,586.17
15	Hamilton Town	1,344.50	509.07	-	-	1,853.57
17	Hamilton Village	3,953.40	1,384.98	-	-	5,338.38
18	Hubbardsville Fire District	457.72	175.06	60.59	199.15	892.52
19	Lebanon Town	791.03	281.10	210.39	503.94	1,786.46
20	Lenox Town	1,639.05	638.30	424.92	1,045.14	3,747.41
21	Leonardsville Fire District	249.16	86.84	23.23	71.34	430.57
22	Lincoln Fire District	627.71	221.26	55.85	177.08	1,081.90
23	Lincoln Town	752.65	269.28	168.38	413.82	1,604.13
24	Madison County	38,458.82	13,934.79	11,248.69	26,957.62	90,599.92
25	Madison Fire Protection District	514.05	181.21	45.11	144.98	885.35
26	Madison Town	1,553.51	605.38	313.58	755.18	3,227.65
27	Madison Village	318.53	111.73	13.45	32.75	476.46
28	Madison Water and Soil	262.41	92.03	33.03	66.31	453.78
29	Morrisville Fire District	1,069.25	421.09	168.13	530.61	2,189.08
30	Morrisville Village	499.40	183.34	127.53	329.21	1,139.48
31	Munnsville Fire District	97.32	34.54	12.29	27.16	171.31
32	Munnsville Village	22.66	8.09	1.97	4.45	37.17
33	North Brookfield Fire District	174.45	61.49	12.57	49.13	297.64
34	Oneida City	13,887.72	5,064.16	2,893.24	6,782.17	28,627.29
35	Smithfield Fire District	452.47	159.51	37.56	127.75	777.29
36	Smithfield Town	505.63	171.58	93.99	214.08	985.28
37	Stockbridge Town	810.00	298.67	195.28	474.54	1,778.49
38	Sullivan No. 1 Fire District	4,015.45	1,472.51	-	-	5,487.96
39	Sullivan Town	3,769.80	1,424.08	-	-	5,193.88
40	Wampsville Fire District	226.34	79.78	21.67	63.73	391.52
41	Wampsville Village	15.46	5.45	3.95	9.10	33.96
	Totals	\$ 100,000.00	\$ 36,395.17	\$ 20,689.52	\$ 50,904.79	\$ 207,989.48

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2021 Adopted County budget be modified as follows:

General Fund

9061 Hospital & Medical Insurance

Expense

	<u>From</u>	<u>To</u>
A906190 586010 Medicare Advantage Plan	\$1,091,410	\$1,066,910
A906190 586040 Premium on HMO's	<u>55,500</u>	<u>80,000</u>
Control Total	<u>\$1,146,910</u>	<u>\$1,146,910</u>

Dated: April 13, 2021

Mary Cavanagh, Chairwoman
Government Operations Committee

Yvonne Nirelli, Chairwoman
Finance, Ways and Means Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

WHEREAS, the Information Technology department budgeted for anticipated expenditures in fiscal year 2020; and

WHEREAS, a few small, planned projects were not completed within the 2020 fiscal year; and

WHEREAS, New York State County Finance Law, Section 368, generally provides that unexpended and unencumbered appropriations lapse at the close of the fiscal year; and

WHEREAS, the following budget modification will allow the Information Technology Department to use a portion of the unexpended and unencumbered balance of their 2020 budget, only for the accounts listed below, and continue working on these projects in fiscal year 2021.

NOW, THEREFORE, BE IT RESOLVED that the 2021 Adopted County Budget be modified as follows:

General Fund

1680 Information Technology

Expense

	<u>From</u>	<u>To</u>
A168010 521060 Cabling & Rewiring Projects	\$5,000	\$66,365
A168010 521100 Computer Equipment, Capitalized	90,000	110,987
A168010 542000 Consultant Expense	<u>20,000</u>	<u>49,105</u>
Totals	<u>\$115,000</u>	<u>\$226,457</u>
Control Total		<u>\$111,457</u>

Fund Balance

A 300599 Appropriated Fund Balance	<u>\$3,942,678</u>	<u>\$4,054,135</u>
Control Total		<u>\$111,457</u>

Dated: April 13, 2021

Mary Cavanagh, Chairwoman
Government Operations Committee

Yvonne M. Nirelli, Chairwoman
Finance, Ways & Means Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2021 Adopted County budget be modified as follows:

General Fund

1010 Legislative Board

Expense

	<u>From</u>	<u>To</u>
A101010 586100 Employee Health Insurance	\$351,236	\$350,152

1040 Clerk of Legislative Board

Expense

A104010 586100 Employee Health Insurance	<u>0</u>	<u>1,084</u>
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Control Total	<u>\$351,236</u>	<u>\$351,236</u>
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Dated: April 13, 2021

Mary Cavanagh, Chairwoman
Government Operations Committee

Yvonne Nirelli, Chairwoman
Finance, Ways and Means Committee

RESOLUTION NO. _____

AUTHORIZING A STIPEND FOR THE FUNCTION OF “DATA OFFICER”

WHEREAS, pursuant to section 722 of the County Law, Madison County must provide legal representation to indigent defendants in criminal matters in Madison County; and

WHEREAS, by Resolution No. 427 of 2020 and Resolution No 21-10, the Board of Supervisors created positions to provide said services; and

WHEREAS, the county must have a designated “Data Officer” to work with Indigent Legal Services in operationalizing data requirements; and

WHEREAS, the Executive Assistant to the Assigned Counsel Administrator is the most appropriate position to perform the duties of “Data Officer” at this time; and

WHEREAS, the Assigned Counsel Administrator is recommending that a stipend be provided to the Executive Assistant to Assigned Counsel Administrator said duties; and

WHEREAS, the Government Operations Committee recommends that a stipend be provided to the Executive Assistant to the County Administrator for the additional duties for the 2021 calendar year; and

WHEREAS, said stipend is fully funded by the Indigent Legal Service grant;

NOW, THEREFORE BE IT RESOLVED, that a stipend of \$2,500 be and hereby is established for the Executive Assistant to the Assigned Counsel Administrator for the 2021 calendar year, payable on a biweekly basis effective immediately.

Dated: April 13, 2021

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**INCREASING THE HOURS OF AN OFFICE ASSISTANT II POSITION IN THE
OFFICE OF THE COUNTY ADMINISTRATOR**

WHEREAS, by Resolution No. 10 of 2021, the Board of Supervisors created a part-time Office Assistant II position in the Office of the County Administrator to assist with Assigned Counsel duties; and

WHEREAS, the Assigned Counsel Administrator has determined that it is necessary to increase the hours of said Office Assistant II position from part-time work hours to full-time work hours in order to accommodate the current caseload; and

WHEREAS, the salary and fringe for the Office Assistant II position are 100% grant funded; and

WHEREAS, this request has been reviewed and approved in accordance with the vacancy review procedure by the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that the County Administrator be and hereby is authorized to increase the work hours of one (1) part-time Office Assistant II position to full-time work hours effective immediately.

Dated: April 13, 2021

Mary B Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**DECLARING THE WEEK OF MAY 2 – 7, 2021 AS
“PUBLIC SERVICE RECOGNITION WEEK”**

WHEREAS, the Madison County Board of Supervisors believes public servants deserve thanks throughout the year for the work they do each and every day; and

WHEREAS, the Board of Supervisors recognizes the contributions of its employees as they continue to provide services to our citizens and assist in the cost efficient and effective use of tax dollars; and

WHEREAS, the Board of Supervisors wishes to honor our County employees as they continue to provide quality government programs and services for a better Madison County;

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors, does hereby declare the week of May 2 - 7, 2021 as:

“PUBLIC SERVICE RECOGNITION WEEK”

DATED: April 13, 2021

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**IN RESPECT TO THE DEATH OF
BERT L. SNYDER**

WHEREAS, Bert L. Snyder departed from this life on March 31, 2021; and

WHEREAS, Bert was a Supervisor from Town of Madison from 1996 - 2001; and

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

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

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the family of Bert L. Snyder.

Dated: April 13, 2021

Mary B. Cavanagh, Chairwoman
Government Operations Committee