

**Planning, Economic Development,  
Environmental and Intergovernmental Affairs  
Wednesday, November 29, 2023 @ 11:00 AM  
Chambers**

**MINUTES**

**11:00 AM     Call Meeting to Order**

Attended by Committee Members: John Pinard, and Joe Magliocca

Others Present: Ryan Chaires, Sam Field, Keith Lummis, Ryan Coe, Candy Morgan, Scott Ingmire, and Kristin Guinto

Zoom Committee Members Attended: Eve Ann Schwartz, and Ronda Winn

Others Attended via Zoom: Kipp Hicks, Larkin Podsiedlik, Kaitlyn Lynch, Ellen Bowe, and Louanne Randall

**Approval of Minutes**

No minutes reviewed.

**Department and Agency Reports**

Sam Field reports the Buy Madison program will now have an aisle at Perry's in Hamilton. There is another video commercial coming out soon.

A summit on January 10th from 10a - 3p will take place at Morrisville College, featuring most of the resource partners in the area. Part of the program includes networking and advisement sources showing why they're important for the county. Offering introductory classes to learn a new skill with the last part of day offering mini advisement sessions with experts in various categories.

Larkin reports on Saturday Dec. 2nd 9a - 2p Celebrate Madison will take place in the large conference room at the Hilton in Cazenovia.

**Resolutions:**

1. Resolution Authorizing the Chairman of the Board of Supervisors to Approve the Proposed Action by Madison County Industrial Development Agency in Connection with a certain Commercial Project for The Oneida Group LLC

Kipp reports typically the IDA is prohibited to work with business when involved in retail, but this project is in a distressed district. A keystone project in the \$10 million dollar Down Town Revitalization Grant the city received. Therefore this project needs the sign off by the chairman of BOS to move forward with progress.

2. Modification and Extension Agreement with Beardsley Architects and Engineers for Delphi Falls County Park Design Project  
  
Designed Delphi Falls County Park Project, ultimately doing the construction oversight of the project that is continuing through to 2024. Current contract ends in December 2023 therefore looking to extend the contract to 2024 for completion of the project.
3. Authorizing Chairman to enter into an agreement with C&D Advertising  
  
Currently have about \$50,000 of ARPA money remaining from this year, therefore working out the scope of work for upcoming 2024.
4. Authorizing Madison County to enter into Easement Agreement with the Town of Brookfield  
  
The new broadband hut is located on town property, this resolution authorizes the easement on the towns' property.
5. Authorizing a Contract with the Madison County Soil and Water Conservation District for Maintenance of the Drainage Network in the Cowaselon Creek Watershed District  
  
Work continues on clearing vegetation and mowing needed areas in the Towns of Lenox and Sullivan. \$75,000 total cost for the 2024 year. Of that \$69,000 is to be funded by ARPA funds continue this program.
6. Authorizing Agreement for an Annual Stream Maintenance and Resiliency Program  
  
Budgeting \$150,000 in 2024 for continued maintenance.
7. Authorizing Chairman to enter into an Agreement between Madison County Soil and Water Conservation District and Madison County  
  
FL-LOWPA funded 2 yrs of grant work. \$75,000 AG BMP to do work with the farms in Madison County.
8. Authorizing the Modification of the 2023 Adopted County Budget- Snowmobile Trails  
  
State funded.
9. Authorizing the Modification of the 2023 Adopted County Budget- Madison Transit  
  
State funded.

#### **Other Committee Business**

Currently have 2 transportation contracts set to end December 2023. The DOT requires a procurement process that can not be completed by the end of this year, therefore looking to extend the contract 3 - 6 months into 2024.

#### **Preferred Agenda**

**Next Meeting:**

Supervisors agree no need for December meeting as Annual Sessions proceed. Agreed to reconvene in January.

1. TBD

January 2024

**Adjourn**

## RESOLUTION \_\_\_\_\_

### **RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO APPROVE THE PROPOSED ACTION BY MADISON COUNTY INDUSTRIAL DEVELOPMENT AGENCY IN CONNECTION WITH A CERTAIN COMMERCIAL PROJECT FOR THE ONEIDA GROUP, LLC.**

**BE IT ENACTED** by the Board of Supervisors of Madison County (the “Board of Supervisors”), as follows:

**WHEREAS**, Madison County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 305 of the 1975 Laws of New York, as amended, constituting Section 893 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, The Oneida Group, LLC, a New York State limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of a leasehold interest in an approximately .33 acre parcel of land located at 181 Main Street (tax map no.: 30.80-1-54) in the City of Oneida, Madison County, New York (the “Land”), together with an existing approximately 32,400 square foot building located thereon (the “Facility”), (2) the reconstruction and renovation of the Facility and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company as a mixed-use residential and restaurant facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to

purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

**WHEREAS** pursuant to Section 862(2)(a) of the Act, no financial assistance of the Agency shall be provided in respect to any project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total project cost, unless certain exceptions apply, one of which is that the Project is located in a highly distressed area; and

**WHEREAS**, pursuant to Section 862(2)(c) of the Act, the Agency may not provide financial assistance to the Project unless the Agency shall, after satisfaction of the public hearing requirements of Section 859 of the Act, make a finding that undertaking the Project will serve the public purposes of the Act by preserving permanent, private sector jobs in the State or increasing the overall number of permanent, private sector jobs in the State; and

**WHEREAS**, by resolution adopted by the members of the Agency on September 21, 2023 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

**WHEREAS**, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 3, 2023 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Public Hearing to be posted on October 3, 2023 on a public bulletin board located at the front lobby of 109 North Main Street in the City of Oneida, Madison County, New York and on the Agency’s website, (C) caused notice of the Public Hearing to be published on October 5, 2023 in the Oneida Daily Dispatch, a newspaper of general circulation available to the residents of Madison County, New York, (D) conducted the Public Hearing on October 17, 2023 at 9:30 a.m., local time at the Common Council Chambers located at City Hall in the City of Oneida, Madison County, New York, (E) prepared a report of the Public Hearing (the “Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency, and (F) caused a copy of the certified Public Hearing Resolution to be sent via certified mail return receipt requested on October 3, 2023 to the chief executive officers of the County and of each city, town, village and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act,

“SEQRA”), by resolution adopted by the members of the Agency on September 21, 2023 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the City of Oneida Joint Zoning Board of Appeals/Planning Commission (the “Planning Board”) was designated to act as “lead agency” with respect to the Project and (B) acknowledged receipt of a copy of the Negative Declaration from the Planning Board issued on June 13, 2023 (the “Negative Declaration”) in which the Planning Board determined that that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

**WHEREAS**, by further resolution adopted by the members of the Agency on November 16, 2023 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in the making of retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project Facility is located in a highly distressed area, (C) determined, following a review of the Public Hearing Report, that the Project would serve the public purposes of the Act by creating and preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Board of Supervisors of Madison County, as the elected legislative body of Madison County, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

**WHEREAS**, Section 870 of the General Municipal Law of the State of New York specifically provides that any obligation of the Agency shall not be a debt of Madison County, New York, nor shall Madison County, New York be liable thereon;

**RESOLVED**, that, for the sole purpose of allowing the Agency to proceed with the Project and the granting of the financial assistance described in the notice of the Public Hearing, the Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors, as the chief executive officer of Madison County, New York, to either confirm or refuse to confirm the proposed action of the Agency with respect to the Project, pursuant to Section 862(2)(c) of the Act; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

December 5th, 2023

BY: \_\_\_\_\_  
Joseph John Pinard, Chair, Planning Committee

STATE OF NEW YORK                    )  
                                                  ) SS.:  
COUNTY OF MADISON                )

I, the undersigned (Deputy) Clerk of the Board of Supervisors of Madison County, New York (the "Board of Supervisors"), DO HEREBY CERTIFY that the preceding resolution was duly adopted by the Board of Supervisors at a regular meeting of the members of the said Board of Supervisors duly called and held on \_\_\_\_\_, 2023; that said resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said resolution and of the whole thereof.

**I FURTHER CERTIFY** that (A) all members of said Board of Supervisors had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of Board of Supervisors present throughout said meeting.

**I FURTHER CERTIFY** that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of Madison County, New York this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MADISON COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Joseph John Pinard, Chair, Planning Committee

(SEAL)

**CERTIFICATE APPROVING THE PROPOSED ACTION BY MADISON COUNTY INDUSTRIAL DEVELOPMENT AGENCY IN CONNECTION WITH A CERTAIN COMMERCIAL PROJECT FOR THE ONEIDA GROUP, LLC PROJECT (THE “COMPANY”)**

**WHEREAS**, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 305 of the 1975 Laws of New York (collectively, the “Act”), Madison County Industrial Development Agency (the “Agency”) was created as a public benefit corporation of the State of New York for the benefit of Madison County and the inhabitants thereof with the authority and power to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, The Oneida Group, LLC, a New York State limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of a leasehold interest in an approximately .33 acre parcel of land located at 181 Main Street (tax map no.: 30.80-1-54) in the City of Oneida, Madison County, New York (the “Land”), together with an existing approximately 32,400 square foot building located thereon (the “Facility”), (2) the reconstruction and renovation of the Facility and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company as a mixed-use residential and restaurant facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

**WHEREAS**, pursuant to Section 862(2)(a) of the Act, no financial assistance of the Agency shall be provided in respect of any project where facilities or property that are

primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total project cost, unless certain exceptions apply, one of which is that the Project is located in a highly distressed area; and

**WHEREAS**, pursuant to Section 862(2)(c) of the Act, the Agency may not provide financial assistance to the Project unless the Agency shall, after satisfaction of the public hearing requirements of Section 859 of the Act, make a finding that undertaking the Project will serve the public purposes of the Act by preserving permanent, private sector jobs in the State or increasing the overall number of permanent, private sector jobs in the State; and

**WHEREAS**, by resolution adopted by the members of the Agency on September 21, 2023 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

**WHEREAS**, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 3, 2023 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Public Hearing to be posted on October 3, 2023 on a public bulletin board located at the front lobby of 109 North Main Street in the City of Oneida, Madison County, New York and on the Agency's website, (C) caused notice of the Public Hearing to be published on October 5, 2023 in the Oneida Daily Dispatch, a newspaper of general circulation available to the residents of Madison County, New York, (D) conducted the Public Hearing on October 17, 2023 at 9:30 a.m., local time at the Common Council Chambers located at City Hall in the City of Oneida, Madison County, New York, (E) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency, and (F) caused a copy of the certified Public Hearing Resolution to be sent via certified mail return receipt requested on October 3, 2023 to the chief executive officers of the County and of each city, town, village and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on September 21, 2023 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the City of Oneida Joint Zoning Board of Appeals/Planning Commission (the "Planning Board") was designated to act as "lead agency" with respect to the Project and (B) acknowledged receipt of a copy of the Negative Declaration from the Planning Board issued on June 13,

2023 (the “Negative Declaration”) in which the Planning Board determined that that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

**WHEREAS**, by further resolution adopted by the members of the Agency on November 16, 2023 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in the making of retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project Facility is located in a highly distressed area, (C) determined, following a review of the Public Hearing Report, that the Project would serve the public purposes of the Act by creating and preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Board of Supervisors of Madison County, as the elected legislative body of Madison County, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

**WHEREAS**, on \_\_\_\_\_, 2023, the Madison County Board of Supervisors adopted Resolution No. 23-\_\_\_\_\_ (the “County Resolution”), which County Resolution, for the sole purpose of allowing the Agency to proceed with the Project, empowered the Chairman of the Madison County Board of Supervisors, as the chief executive officer of Madison County, New York (the “County”), to confirm the proposed action of the Agency with respect to the Project; and

**WHEREAS**, Section 870 of the General Municipal Law of the State of New York specifically provides that any obligation of the Agency shall not be a debt of Madison County, New York, nor shall Madison County, New York be liable thereon;

**NOW, THEREFORE**, the undersigned Chairman of the Madison County Board of Supervisors hereby determines as follows:

**Section 1.** I have reviewed the notice of the Public Hearing, the Public Hearing Report and the Commercial/Retail Finding Resolution with respect to the Project.

**Section 2.** Pursuant to Section 862(2)(c) of the Act, for the sole purpose of allowing the Agency to proceed with the Project, I hereby confirm the proposed action of the Agency in connection with the Project.

**IN WITNESS WHEREOF**, I have set my hand unto these presents this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

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Chairman  
Madison County Board of Supervisors

## **MODIFICATION AND EXTENSION AGREEMENT**

**THIS AGREEMENT** made this 5th day of December, 2023 by and between Madison County, a municipality of the State of New York, whose mailing address is PO Box 635, Wampsville, NY 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and Beardsley Architects and Engineers, having its office and principal place of business at 5789 Widewaters Parkway, DeWitt, NY 13214 hereinafter call the "Contractor";

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

**WHEREAS**, the County and Contractor entered into an Agreement dated the 8th day of June, 2021, (hereinafter "Services Agreement") for the provision of certain services to the County, as more fully set forth therein, and also attached hereto, but described generally as follows:

Undertaking a full design of the building at Delphi Falls County Park, managing the construction process, and taking care of necessary other tasks as required; and

**WHEREAS**, by its terms, such Services Agreement expires the 31st day of December, 2023, and the parties hereto are now desirous of modifying the same to provide for the extension thereof; and

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

1) The paragraph of Services Agreement denominated "TERMS", presently providing that such Agreement shall terminate on the 31st day of December, 2023, is hereby modified to provide that such Services Agreement shall end on the 31st day of October, 2024.

2) The paragraph of the Services Agreement denominated "COMPENSATION", shall remain the same.

3) 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

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

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING A CONTRACT AMENDMENT WITH BEARDSLEY ARCHITECTS  
AND ENGINEERS FOR A DELPHI FALLS COUNTY PARK DESIGN PROJECT**

**WHEREAS**, Madison County solicited proposals (RFP321) through the Purchasing Department for design and architectural assistance for the building at Delphi Falls; and

**WHEREAS**, after an intensive review process, Madison County selected Beardsley Architects and Engineers for this design project; and

**WHEREAS**, initial work on the project focused on a feasibility study to determine design options, building scale, and cost estimates and was completed in December, 2021; and

**WHEREAS**, Madison County wishes to extend this contract, at no cost, to coincide with the completion date of the project in 2024; and

**WHEREAS**, cost details and a scope of work are outlined in the original Contract and funds for this work have been appropriated in the 2024 Madison County Budget; and

**NOW THEREFORE BE IT RESOLVED**, that the Chairman is hereby authorized to sign a contract amendment with Beardsley Architects and Engineers for the Delphi Falls County Park design project.

Dated: December 5th, 2023

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

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT WITH C&D  
ADVERTISING.**

**WHEREAS**, Madison County has been working with C & D Advertising to market and develop the Buy Madison Program and the pandemic related “Madison Local Eats” program; and

**WHEREAS**, Madison County has also been working with C & D and others to develop the agriculture based Buy Madison Grown Local initiative; and

**WHEREAS**, C & D Advertising has been instrumental in helping to develop and implement this program with plans for marketing and outreach focused on the rich variety of farms and farm products grown and developed in Madison County; and

**WHEREAS**, the 2024 Madison County Budget includes \$50,000 for the continuation of the Buy Madison and Grown Local initiative; and

**NOW THEREFORE BE IT RESOLVED**, that Madison County Board of Supervisors hereby authorizes John M. Becker, Chairman of the Board, to enter into a contract (a copy of which is on file with the Clerk of this Board) with C&D Advertising for the Buy Madison and Buy Madison Grown Local programs.

**DATED:** December 14, 2023

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

**RESOLUTION NO. \_\_\_\_**

**AUTHORIZING MADISON COUNTY TO ENTER INTO EASEMENT  
AGREEMENT WITH THE TOWN OF BROOKFIELD**

**WHEREAS**, Madison County has a need to install points of presence (Huts) in various strategic locations around the County in order to support a future fiber network build related to the Reconnect Grant; and

**WHEREAS**, several of the huts require an easement agreement from a Town to the County in order to install, access and continuously maintain said huts; and

**WHEREAS**, the hut located in Town of Brookfield warrants an easement agreement for said access; and

**WHEREAS**, the easement will be located on a parcel owned by the Town of Brookfield, identified as all or part tax parcel no. 188.-1-33; and

**WHEREAS**, the Committee directs the Department of Law to draft said easement and to coordinate its approval and recording in the Madison County Clerk's Office and with the Town of Brookfield; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the Board of Supervisors is hereby authorized to sign the above-mentioned easement agreement and any related documentation necessary to facilitate its completion, a copy of which is on file with the Clerk of the Board.

**DATED:** December 5, 2023

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John Pinard, Chairman  
Planning, Economic Development,  
Environmental And Intergovernmental  
Affairs Committee

**AUTHORIZING A CONTRACT WITH THE MADISON COUNTY SOIL AND WATER  
CONSERVATION DISTRICT FOR MAINTENANCE OF THE DRAINAGE NETWORK  
IN THE COWASELON CREEK WATERSHED DISTRICT**

**WHEREAS**, the Cowaselon Creek Watershed District was formed pursuant to New York County Law by the Madison County Board of Supervisors in June of 1958; and

**WHEREAS**, the benefits to be realized from the establishment of the district were: reduction of flood water damage to farmland and surrounding area by almost 80%; and

**WHEREAS**, after being idle for many years, Madison County assumed the role of Administrator of the Cowaselon Creek Watershed District in July of 2018; and

**WHEREAS**, the County has appropriated \$75,000 in the 2024 budget as well as an approximate remainder of \$69,000 in carryover ARPA funds; and

**WHEREAS**, Madison County has determined that the Madison County Soil and Water Conservation District has the skills and experience necessary to oversee and implement drainage improvements within the District boundary that are long overdue; and

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

**DATED:** December 5, 2023

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

## A G R E E M E N T

**THIS AGREEMENT**, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, \_\_\_\_\_ with principal offices at \_\_\_\_\_ hereinafter called the "Contractor";

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

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

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

- 1) **TERM:** The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_. 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 any time.
- 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 \_\_\_\_\_, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

\_\_\_\_\_  
\_\_\_\_\_

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 Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall, if applicable, evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy.

Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's [Corporate Compliance Plan](#) (the "Plan") and [Compliance Code of Conduct](#). The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncounty.ny.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov). The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, 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 the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) \_\_\_\_\_ (Check if to be required)

**Class A Contractor Compliance Requirements.** “Class A Contractor” shall mean, contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County’s Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;
- b) Require its employee(s) to complete required training related to Madison County’s Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County’s Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov), mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County’s Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the 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.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including insecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
    - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
    - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad.

**There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

- c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- \_\_\_\_\_ Insurance is not required for the Services to be provided.

3) **Commercial Umbrella**

- a) Umbrella limits must be at least \_\_\_\_\_
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.

4) **Workers Compensation and Employers Liability**

\_\_\_\_\_

5) **Disability Benefits**

\_\_\_\_\_

6) \_\_\_\_\_ **(Optional** – check if to be required)

**Contractors Pollution Liability** – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project.

- 7) \_\_\_\_\_ (**Optional** – check if to be required)  
**Professional Liability** - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.
- 8) \_\_\_\_\_ (**Optional** – check if to be required)  
**Property Insurance/Installation Floater** - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- 9) \_\_\_\_\_ (**Optional** – check if to be required)  
**Cyber Liability Insurance** with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.
- 10) \_\_\_\_\_ (**Optional** – check if to be required)  
**Bonding Requirement** (insert specific Bonding requirement)
- 
- 

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

**Waiver of Subrogation:**

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

**Certificates of Insurance:**

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

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

**MADISON COUNTY**

DATED: \_\_\_\_\_

By: \_\_\_\_\_

John M. Becker

Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MADISON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared **John M. Becker**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York  
Appointed in \_\_\_\_\_ County NY  
Commission Expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_

STATE OF )  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of \_\_\_\_\_  
Appointed in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Sworn to before me this

\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public  
\_\_\_\_\_

## SCHEDULE A

### SCOPE OF SERVICES

## A G R E E M E N T

**THIS AGREEMENT**, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, \_\_\_\_\_ with principal offices at \_\_\_\_\_ hereinafter called the "Contractor";

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

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

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

- 1) **TERM:** The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_. 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 any time.
- 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 \_\_\_\_\_, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

\_\_\_\_\_  
\_\_\_\_\_

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 Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall, if applicable, evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy.

Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

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- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's [Corporate Compliance Plan](#) (the "Plan") and [Compliance Code of Conduct](#). The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncounty.ny.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov). The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, 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 the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) \_\_\_\_\_ (Check if to be required)

**Class A Contractor Compliance Requirements.** “Class A Contractor” shall mean, contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County’s Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;
- b) Require its employee(s) to complete required training related to Madison County’s Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County’s Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov), mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County’s Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the 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.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including insecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
    - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
    - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad.

**There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

- c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- \_\_\_\_\_ Insurance is not required for the Services to be provided.

3) **Commercial Umbrella**

- a) Umbrella limits must be at least \_\_\_\_\_
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.

4) **Workers Compensation and Employers Liability**

\_\_\_\_\_

5) **Disability Benefits**

\_\_\_\_\_

6) \_\_\_\_\_ **(Optional** – check if to be required)

**Contractors Pollution Liability** – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project.

- 7) \_\_\_\_\_ (**Optional** – check if to be required)  
**Professional Liability** - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.
- 8) \_\_\_\_\_ (**Optional** – check if to be required)  
**Property Insurance/Installation Floater** - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- 9) \_\_\_\_\_ (**Optional** – check if to be required)  
**Cyber Liability Insurance** with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.
- 10) \_\_\_\_\_ (**Optional** – check if to be required)  
**Bonding Requirement** (insert specific Bonding requirement)
- 
- 

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

**Waiver of Subrogation:**

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

**Certificates of Insurance:**

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

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

**MADISON COUNTY**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
John M. Becker  
Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MADISON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared **John M. Becker**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York  
Appointed in \_\_\_\_\_ County NY  
Commission Expires: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_

STATE OF )  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of \_\_\_\_\_  
Appointed in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Notary Public  
\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Sworn to before me this

\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public  
\_\_\_\_\_

**SCHEDULE A**  
**SCOPE OF SERVICES**



**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING AGREEMENT FOR AN ANNUAL STREAM MAINTENANCE AND  
RESILIENCY PROGRAM**

**WHEREAS**, Madison County is blessed with a wide variety of creeks and streams that provide natural beauty, recreational resources, and ecosystem functions; and

**WHEREAS**, historical settlement patterns often focused in and around many of these water courses for the many resources they provided; and

**WHEREAS**, many of these creeks and streams are subjected to periods of heavy and intense rainfall that from time to time cause them to flood resulting in damage to nearby lands and buildings; and

**WHEREAS**, though a natural process, these flooding events seem to have been exacerbated in recent years, causing more frequent and intense damage; and

**WHEREAS**, Madison County plans to be progressive in addressing some of these flooding issues by developing an annual stream maintenance program that looks to find solutions before problems arise; and

**WHEREAS**, the Madison County Soil and Water District has the skills and resources necessary to undertake such a stream maintenance program;

**NOW, THEREFORE BE IT RESOLVED**, that the Chairman of this Board of Supervisors be and is hereby authorized and directed to enter into an agreement with Madison County Soil and Water Conservation District for an annual stream maintenance program, a copy of such agreement being on file with the Clerk of this Board; and

**BE IT FURTHER RESOLVED** that the cost of this program will not exceed \$150,000.00, which was appropriated within the 2024 Madison County Budget.

**Dated:** December 5, 2023

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

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT BETWEEN  
THE MADISON COUNTY SOIL AND WATER CONSERVATION DISTRICT  
AND MADISON COUNTY.**

**WHEREAS**, Madison County presently contracts with the Finger Lakes Association, Inc. to receive a Finger Lakes-Lake Ontario Watershed Protection Alliance (FL-LOWPA, formerly the Finger Lakes Aquatic Vegetation Control Program) grant from the New York State Environmental Protection Fund; and

**WHEREAS**, Madison County uses these funds for a number of water quality improvement projects throughout the County; and

**WHEREAS**, the Madison County Soil and Water Conservation District (District) works with farmers through the Agricultural Environmental Management (AEM) program to implement best management practices (BMP's) that minimize soil erosion and nutrient pollution; and

**WHEREAS**, for FL-LOWPA funds not to exceed \$70,000, the District will design and construct BMP's on cooperating farms and implement appropriate grazing systems on priority farms;

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

**Dated:** December 5, 2024

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

## A G R E E M E N T

**THIS AGREEMENT**, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, \_\_\_\_\_ with principal offices at \_\_\_\_\_ hereinafter called the "Contractor";

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

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

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

- 1) **TERM:** The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_. 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 any time.
- 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 \_\_\_\_\_, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

\_\_\_\_\_  
\_\_\_\_\_

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 Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall, if applicable, evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy.

Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's [Corporate Compliance Plan](#) (the "Plan") and [Compliance Code of Conduct](#). The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncounty.ny.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov). The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, 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 the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) \_\_\_\_\_ (Check if to be required)

**Class A Contractor Compliance Requirements.** “Class A Contractor” shall mean, contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County’s Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;
- b) Require its employee(s) to complete required training related to Madison County’s Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County’s Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: [christina.kennedy@madisoncounty.ny.gov](mailto:christina.kennedy@madisoncounty.ny.gov), mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County’s Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the 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.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
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- 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
    - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
    - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad.

**There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

- c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- \_\_\_\_\_ Insurance is not required for the Services to be provided.

3) **Commercial Umbrella**

- a) Umbrella limits must be at least \_\_\_\_\_
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.

4) **Workers Compensation and Employers Liability**

\_\_\_\_\_

5) **Disability Benefits**

\_\_\_\_\_

6) \_\_\_\_\_ **(Optional** – check if to be required)

**Contractors Pollution Liability** – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project.

- 7) \_\_\_\_\_ (**Optional** – check if to be required)  
**Professional Liability** - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.
- 8) \_\_\_\_\_ (**Optional** – check if to be required)  
**Property Insurance/Installation Floater** - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- 9) \_\_\_\_\_ (**Optional** – check if to be required)  
**Cyber Liability Insurance** with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.
- 10) \_\_\_\_\_ (**Optional** – check if to be required)  
**Bonding Requirement** (insert specific Bonding requirement)
- 
- 

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

**Waiver of Subrogation:**

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

**Certificates of Insurance:**

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

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

**MADISON COUNTY**

DATED: \_\_\_\_\_

By: \_\_\_\_\_

John M. Becker

Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF MADISON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared **John M. Becker**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York  
Appointed in \_\_\_\_\_ County NY  
Commission Expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_

STATE OF )  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of \_\_\_\_\_  
Appointed in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

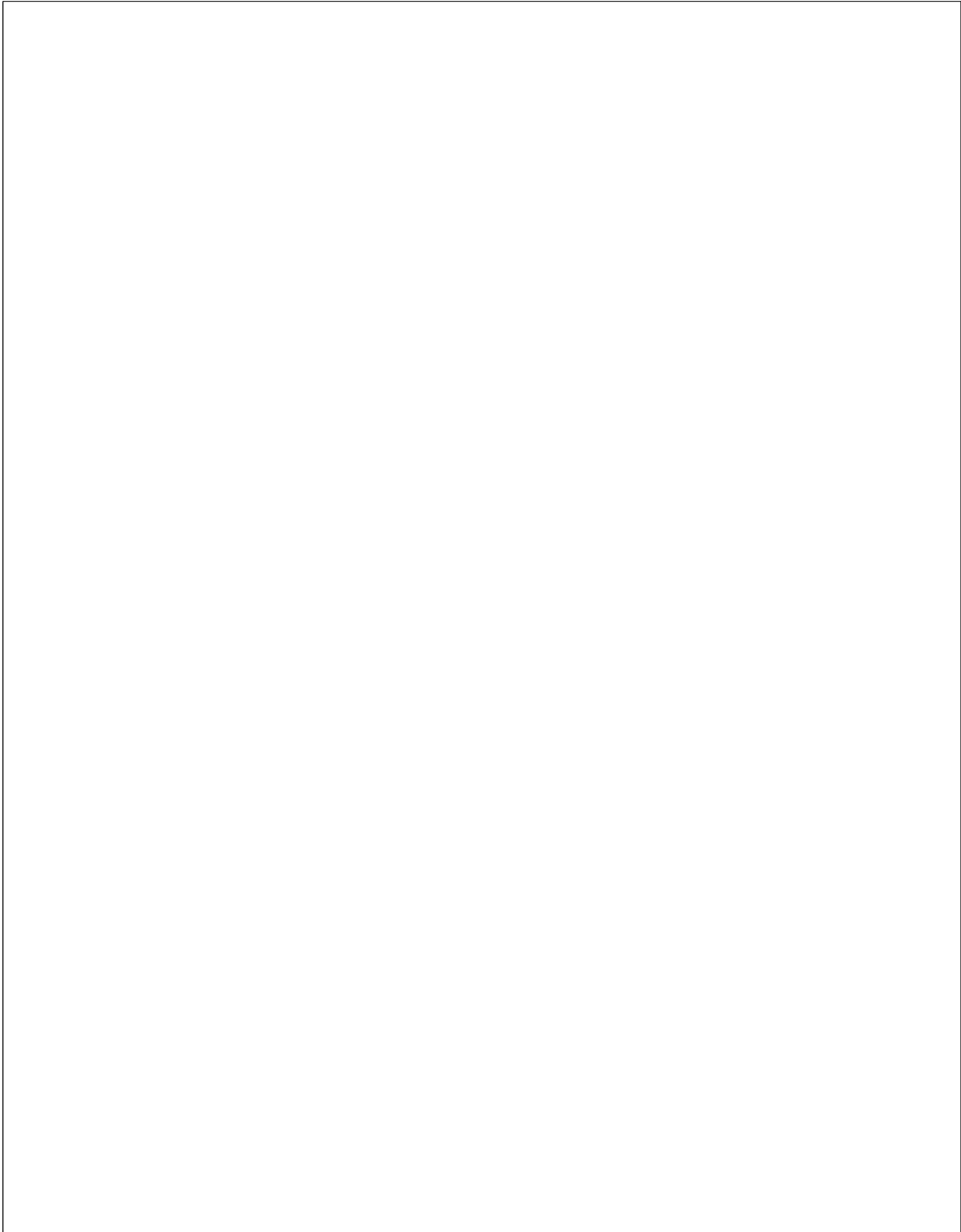
\_\_\_\_\_  
Company Name

Sworn to before me this

\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public  
\_\_\_\_\_

**SCHEDULE A**  
**SCOPE OF SERVICES**



**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET**

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

**General Fund**

**7988 Snowmobile Trails Maintenance**

**Expense**

|                                              | <u>From</u>      | <u>To</u>        |
|----------------------------------------------|------------------|------------------|
| A798870 542747 Snowmobile Trails Maintenance | <u>\$150,000</u> | <u>\$161,650</u> |

|               |  |                 |
|---------------|--|-----------------|
| Control Total |  | <u>\$11,650</u> |
|---------------|--|-----------------|

**Revenue**

|                                                 |                  |                  |
|-------------------------------------------------|------------------|------------------|
| A798870 438890 St Aid Snowmobile Trail Grooming | <u>\$150,000</u> | <u>\$161,650</u> |
|-------------------------------------------------|------------------|------------------|

|               |  |                 |
|---------------|--|-----------------|
| Control Total |  | <u>\$11,650</u> |
|---------------|--|-----------------|

Dated: December 5, 2023

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

**RESOLUTION NO. \_\_\_\_**

**AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET**

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

**General Fund**

**5682 Madison Transit**

Expense

|                                            | <u>From</u>      | <u>To</u>        |
|--------------------------------------------|------------------|------------------|
| A568250 541072 Mass Transportation Program | <u>\$350,000</u> | <u>\$450,000</u> |
| Control Total                              |                  | <u>\$100,000</u> |

Revenue

|                                               |                |                  |
|-----------------------------------------------|----------------|------------------|
| A568250 435890 State Aid Operating Assistance | <u>225,000</u> | <u>325,000</u>   |
| Control Total                                 |                | <u>\$100,000</u> |

Dated: December 14, 2023

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