

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, May 24, 2023 @ 11:00 AM
Chambers**

MINUTES

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

Meeting was called to Order by Supervisor Pinard at 11:01 A.M.

Committee Members Present: Joseph Pinard, Joe Wicks, Joe Magliocca, Eve Ann Schwartz

Others Present: Ellen Bowe, Samantha Field, Scott Flaherty, Scott Ingmire, Becky Marsala, Larkin Podsiedlik, Mark Scimone, Emily Burns, Jamie Kowalczyk, Ryan Coe, Candy Morgan and Sara Miller with Melissa Felton, Peggy LeClair, and Town of Lincoln via Zoom.

Approval of Minutes

Approval of April Meeting minutes.

Motion by Joe Wicks to Meeting minutes approval. Second by Eve Ann Schwartz. The motion was Passed.

- Planning Minutes - April 26, 2023

Planning/Employment and Training:

1. Planning Update - Scott Ingmire

Hired 2 new employees to fill our openings, one is projected to start mid June the second should be starting late June or early July.

Delphi falls update: The parking lot was paved and finished this morning with paint and landscaping completed. The restroom is completed. Drainage and stabilization still needs to be completed along the trails.

Phase I contract ends June 6th, more time is needed, a month or so at no cost extension. Showed renderings from Beardsley of proposed facility and landscaping.

Additional restrooms to be built separate from the main building with a breezeway between allowing the view to be as original...waterfall not seen when arrive in parking lot. The main facility will have an open ceiling and large windows facing the falls. Outside an enhanced public space with tables and chairs, an awning and multi-tiered bank stabilization that can also be used for seating.

Bids come in tomorrow (5/25) for phase II. Asking for a quick

session planning committee meeting prior to monthly board meeting due to the bids coming in after this planning committee meeting.

2. Sales Tax Update - Cindy Edick

Becky Marsala: Started the year at 17.91% since then decreased by 1.77%. Uncertain about end of year totals but optimistic to end up even.

3. Real Property Update

Becky Marsala: Have 65 parcels to post in July for upcoming auction. At this time 2 properties have been deemed not ready, in part by DEC, for auction and will be held for now. New laws could be coming out in June with regard to Article 11 that could help move these properties and others in the future.

4. Career Center Update - Ellen Bowe

Drone Program: Proposal is being finalized. Working with MVCC to create 2 sessions for 5-6 students per session. Looking for locations in northern and southern parts of the county. Needs 150-200 acres with approximately 500 sqft. radius of open fields without trees. The proposed program would allow the students an opportunity to earn a drone pilot license, run submissions, applications and flight plans. Allowing students a look into a possible degree program.

Summer Youth Program: Monies were released with plans to hire 100 kids this summer.

Working with TDO on a grant for upskilling manufacturing workers: Workforce Opportunity for Rural Communities Grants. 2nd meeting upcoming.

WIB Contract: Hoping for contract approval regarding our 2 current WIB employees, they are responsible for outreach. Proposing 3 additional full-time employees. Since May 2022 12 kids have been placed in youth work experience positions vs. years past having only 1 kid. 3 of those 12 are still working the SAME placement.

Taxi Contract: On hold; Melissa Felton assisted and there are some concerns to work out prior to proceeding at this time.

Losing employee to NYS: 1 employee is leaving to take a position at the state office due to large increase of annual salary and remote work option. This being the second employee in a year lost to the state as well as 2 others lost to school districts; offering summers off. In June will be gaining 1 new state department employee formerly of Madison County DSS department. Recruitment will be to fill open position. Also hiring 2 individuals

for the summer program, their work will assist with staffing levels through the summer.

5. IDA Update - Kipp Hicks

No updates, Kipp was not in attendance.

6. CCE Update - Larkin Podsiedlik

Completed elderly tax prep program, 1200 tax returns completed for a total of about \$1,059,000 in return that patrons expressed will be used mostly towards debts.

With current staffing levels where they are, the gaps in AED will be reallocated. Cornell perennial program expert willing to help for the pest studies.

Live poultry demo at Thistle Dew Farm went very well, expected to do again in the future.

The paper clover fundraiser supported at TSC assisted 4 FFA students attend the Cornell for Future Developments program. Also assisted 4 youths to attend the 4-H summer camp.

Sara Miller spoke about AED-Ag.: Open Farm Day is coming up. Currently have 27 farms signed up. Working more on the digital and print marketing for Open Farm Day. Wants to work towards more online pre-check in.

Sara personally went out meeting the community farmers, finding everyone very nice and welcoming.

7. Tourism Update - Scott Flaherty

\$68,000 received this quarter from occupancy tax, this is \$15,000 higher than last year.

A journalist will be publishing in the capital region a large marketing piece for the Bouckville Antique Week, other smaller pieces will also be published in upcoming months.

Focusing on outdoor dining, the Inspiration Guide will be winding down through 2024.

8. MCPLUS Update

Progress going along well. New Resolution for the pole attachments, huts are on the way in and the pads are being completed.

CPCN # approved by public service allowing Madison County to be an entity that can provide the service, saving money by allowing a priority listing for pole attachments.

Resolutions:

1. Adopting Local Law No. 1 for the Year 2023 - Occupancy Tax Law
Public meeting upcoming. Motion by Eve Ann Shwartz to Adopt Local Law No. 1 for the Year 2023- Occupancy Tax Law. Second by Joe Magliocca. The motion was Passed.
2. Resolution Opposing Proposed Changes to the New York State Soil and Water Conservation District Law
Members opposed but requested more information to review for future discussion. Motion by Joe Wicks to Soil & Water District Opposition to proposal. Second by Joe Magliocca. The motion was Passed.
Abstain: Shwartz
3. Authorizing a Contract with Madison-Oneida BOCES for the 2023 Summer Youth Employment Program
Motion by Joe Magliocca to Madison-Oneida BOCES 2023 Summer Youth Program. Second by Joe Wicks. The motion was Passed.
4. Authorizing the Chairman to Execute an Indemnity Agreement for Pole Attachment Bonds
Motion by Eve Ann Shwartz to Execute an Indemnity Agreement for Pole Attachment Bonds. Second by Joe Wicks. The motion was Passed.
5. Authorization to sign agreements with Madison County Businesses for a Grant of COVID Relief Funding
Motion by Joe Wicks to Agreements with Madison County Businesses for a Grant of COVID Relief Funding. Second by Joe Magliocca. The motion was Passed.
6. Authorizing the Chairman to sign an agreement with the Local Workforce Development Board of Herkimer, Madison & Oneida Counties
Motion by Joe Magliocca to Agreement with the Local Workforce Development Board of Herkimer, Madison & Oneida Counties. Second by Eve Ann Shwartz. The motion was Passed.
7. Calling for a Public Hearing regarding the implementation of a Community Development Block Grant
Motion by Joe Magliocca to Public Hearing regarding the implementation of a Community Development Block Grant. Second by Joe Wicks. The motion was Passed.

Other Committee Business

Meeting planned for **Wednesday May 31st at 9 AM** due to Delphi Falls bids coming in after May Planning Board meeting.

Preferred Agenda

Next Meeting: Wednesday, June 28, 2023 @ 11:00 a.m.

Adjourn

Motion by Joe Wicks to Adjourn. Second by Joe Magliocca. The motion was Passed.

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, April 26, 2023 @ 11:00 AM
Chambers**

MINUTES

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

Meeting was called to Order by Supervisor Pinard at 11:02 A.M.

Committee Members Present: Joseph Pinard, Joe Wicks, Joe Magliocca, Ronda Winn, and Eve Ann Schwartz was present via Zoom.

Others Present: Ellen Bowe, Samantha Field, Scott Flaherty, Kipp Hicks, Scott Ingmire, Keith Lummis, Becky Marsala, Larkin Podsiedlik, Mark Scimone, Emily Burns, Ryan Chaires, Jamie Kowalczyk, with Melissa Martel Fleton and Town of Lincoln via Zoom.

Approval of Minutes

- Approval of March Meeting Minutes
Motion by Joe Wicks to Approval of March minutes.. Second by Ronda Winn. The motion was Passed.

Planning/Employment and Training:

1. Sales Tax Update - Cindy Edick
Sales Tax is 4.8% higher for the year and fluctuating. We are cautiously optimistic.
2. Real Property Update
Becky began the process of auction - kudos to the Sheriffs for diffusing a delicate situation.
There are 53 properties posted in 2 days. 111 for this years auction.
Canal road not looking great.
Car shop in Georgetown - neighbors are using it. 4 tanks have been filled with no problems. We are unsure of 1 tank.
Discussion on environmental toxic properties.
Munnsville property has railroad tanker buried in ground. Station Rd. property - not ready for auction 2.6 acres.
3. Career Center Update - Ellen Bowe
 1. RFP submitted for Summer Program; The RFP will be closed on 05.05.2023. Awaiting approval of NYS Budget.
 2. Awaiting approval from Melissa Felton regarding the contract for A&D Transport; will assist customers needing weekend transportation.
 3. Looking into the Workforce Opportunity for Rural

Communities Initiative; construction, manufacturing, etc.

4. Looking for information from Drone employers regarding the actual training needed for employment.

4. IDA Update - Kipp Hicks

Working with company to take over operations on Queensboro dairy. Services 60 farms within county. "Balancing plant" take milk even when not needed so that farmers are not losing out. Looking to keep all 25 existing employees and add 18 over the next few years.

Parking issues in Oneida - pushing for private land to help DRI.

Cazenovia college listed for sale. looking at any and all options.

Grow NY - active application can be submitted through mid June.

Resolutions - Appoint IDA Board member Steve Durfee.

Appoint CRC Board Member Steve Durfee

5. CCE Update - Larkin Podsiedlik

1. **New AED Manager** – CCE Madison is pleased to announce the hiring of Sara Miller as the new AED Manager. Sara comes to CCE Madison with a blend of digital marketing expertise and ecology training and interest. She received a degree from Rutgers University in Ecology & Natural Resources. Since graduating, Sara has been developing and executing successful marketing strategies for the higher education and nonprofit sectors, spending time working at both UCLA and Rutgers, and the Pennsylvania Horticultural Society.

a. If you would like to meet with Sara, or have connections you can help her make

2. **Recent Programming Highlights** – March programming focused on fruit, including a hands-on grafting session and Apple Integrated Pest Management with DEC Credits (our goal is to offer more credits locally over 2023). Other sessions included soil testing and native plants webinars, the Open Farm Day grower meeting, and several state and regional team agronomic webinars. Our Seed 2 Supper Program is about halfway through now, which teaches people how to grow their own food in a garden to stretch food dollars. And Master Gardener Helpline has re-started for the season and is very popular. In 4-H we are currently running a tractor safety program, which allows youth to work on farms. Ag Literacy Week was a huge hit, with 10 schools participating and over 1,400 children hearing the book and doing a tomato seed planting activity. We're also attending County Fair Board planning meetings when possible and getting ready to have a great presence at the Fair.

3. **Open Farm Day** – We are finalizing farms this week and so far are at 25 farms, with a couple more in progress, which is about what we had last year. We have 15 sponsors and passports should be available in the next couple months.

4. **Upcoming Programs** – This weekend is a Poultry Processing class at Thistledew Farms and a demonstration at Salt City Harvest Farm. A composting workshop with Solid Waste, we will be at the Great Swamp Conservancy Spring Migration Festival on May 7. Lots more is in the works!

6. Tourism Update - Scott Flaherty

Operations

1. New Board members elected to three-year terms each:

- a. Jennifer Wong, Cazenovia Preservation Foundation
- b. Erica Gilmore, The Shoppes at Johnny Appleseed
- c. Lynn Harvey, Victoria Rose Antiques

2. Reelected to a two-year term:

- a. Christine O'Neil, Oneida Community Mansion House

3. Officers are:

- a. President - Nell Ziegler, Gerrit Smith Estate
- b. Vice President - Emily Zaengle, Stone Quarry Hill Art Park
- c. Secretary - Stephen Franks, The Brewster Inn
- d. Treasurer - Jennifer Wong, Cazenovia Preservation

Foundation

4. Annual Report Issued

Marketing/Public Relations

1. Streamlining advertising

2. Antiques campaign in development.

3. Inspiration Guide work continues.

4. Central NY vacation region (applicant is Oneida County Tourism) has been recommended for an EDA award of up to \$750,000.

7. Planning Update - Scott Ingmire

Candice Morgan took Gwen's position. Still working to fill 2 other planner positions. 1 interview tomorrow. possible June start date.

Delphi Falls - Bid for phase II construction being sent out tomorrow. Trying to maintain dates, Restrooms tomorrow and Friday therefore Delphi is closed Thursday 4/27/23. and Friday 4/28/23.

8. MC Plus Update - John Pinard/Scott Ingmire

Huts going in early Fall.

Easements in Sullivan and Lenox

National Grid plans in place.

All huts and generators have been ordered.

Resolutions:

1. Acknowledging Introduction of Proposed Local Law No 1 for the Year 2023 and Calling for a Public Hearing

Acknowledgement of Local Law No. 1 to modify occupancy tax. Motion by Joe Magliocca to Motion. Second by John Pinard. The motion was Passed.

2. Authorization to Sign Agreement for a Grant of CARES CDBG COVID Relief Funding

CDBG award resolution
of 40 applications received, 22 awarded
Motion by Joe Wicks to Motion. Second by Joe Magliocca. The motion was Passed.

3. Resolution for IDA Appointment Steve Durfee.doc

Resolutions for IDA appointment. Steve Durfee. Motion by John Pinard to Motion. Second by Joe Wicks. The motion was Passed.

4. Resolution Appointing Member of CRC Steve Durfee

Resolutions for CRC appointment. Steve Durfee. Motion by Joe Wicks to Motion. Second by Joe Magliocca. The motion was Passed.

5. Appointing an alternate member to the Region 7 Fish & Wildlife Management Board

Appointment Alternate - Norm Webber Motion by Joe Magliocca to Motion. Second by Joe Wicks. The motion was Passed.

Next Meeting:

1. Next Meeting May 24, 2023 11:00am

Adjourn

Motion of adjourn 12:00 PM Motion by Joe Wicks to Motion. Second by Joe Magliocca. The motion was Passed.

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

MINUTES

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

Meeting was called to Order by Supervisor Pinard at 11:03 A.M.

Committee Members Present: Joseph Pinard, Joe Wicks, Joe Magliocca, Eve Ann Schwartz and Ronda Winn was present via Zoom.

Others Present: Ellen Bowe, Ryan Coe, Cindy Edick, Melissa Martel Felton, Samantha Field, Scott Flaherty, Kipp Hicks, Scott Ingmire, Keith Lummis, Becky Marsala, Larkin Podsiedlik, Mark Scimone, Emily Burns, Kristin Guinto, Ryan Chaires, Jamie Kowalczyk, and Town of Lincoln via Zoom.

Approval of Minutes

- Approval of February Meeting Minutes

Motion by Ronda Winn to Approval of February Meeting Minutes.
Second by Joe Wicks. The motion was Passed.

Planning/Employment and Training:

1. Sales Tax Update - Cindy Edick

The County sales tax revenues to date (\$5,680,569) for 2023 remain ahead of 2022 so far by \$757,541, or an increase of 15.39%. Uncertainty about the future exists, but Cindy remains optimistic

2. Real Property Update

Rebecca began by giving Oneida a Kudos for taking their Auction online this year.

We are preparing for an auction and will be posting 67 Properties going up for Auction. We continue to work with the DEC regarding the Canal Road property but they have not released this yet.

Tax Collection is an ongoing process but continues to go strong.

3. Career Center Update - Ellen Bowe

The unemployment rate as of February 2023 is 4.2%.

They are working on setting up a Community Job Fair with Sam and Ryan from the Public Information Office.

4 customers have recently completed their CDL training and one individual has begun an OJT with a local small business. As for the Summer Youth program, they are still awaiting a funding announcement from the State.

A new Transportation Aid will begin on 4/11/2023 pending Government Operations and Full BOS approval. The individual will assist with transportation of customers for drivers training, clothing, SS cards, etc., which will help solve some current transportation issues with customers.

Due to many job openings and difficulties finding willing workers, Ellen plans to have staff begin making more effort to get out into the community in various ways at least once a week. The Committee wondered what more can be done to better connect workers with jobs. Ellen said they are trying all angles and will continue to think outside the box.

4. IDA Update - Kipp Hicks

Our office has been working with The Hub out of Hamilton, and Madison County has been participating too (Samantha).

They are focusing in on Equity Meetings with the Small Business Development Center and SBA.

Their plan is to host events and Familiarization Tours to educate Mayors, Village Clerks, Town Supervisors, etc. to promote the various community and economic development resources available for new and existing businesses. The IDA annual reports are due to the state at the end of the month, which is taking a lot of their time right now.

The Alliance Apartment project at the Lake Street schoolhouse in Chittanooga was granted final approval for tax abatement from our agency.

John Pinard was successful in submitting a CDBG for Merlin, who is the new owner of Thermold in the Town of Lenox.

IDA Reports are due to the state at the end of the month so that is taking a lot of their time right now.

5. CCE Update - Larkin Podsiedlik

Working on Tech assistance, receiving a lot of fruit questions and have had many conversations for Laying Hen Business. They helped educate interested patrons and helped write business plans and unfortunately probably turned away some Laying Hen Business Participants.

Working on Open Farm Day Pre planning. looking to add Buy Local Vendors.

Hired an Agriculture Economic Program Manager who is scheduled to start on April 11th, pending all background checks and paperwork.

Seed to gardening classes will be scheduled. Currently have 2 classes scheduled, Morrisville and Lenox.

4H Newsletter has been sent out. Have a scholarship program for any child ages 5-17ish to attend any of their 9 camps. Applications and information are available.

Also as an FYI, Avian Flu - Currently we are not seeing any cases. However there have been some cases in Ithaca.

6. Tourism Update - Scott Flaherty

Tourisms annual membership drive continues and this year they currently have more members than they've had in a few years.

April 13th is their annual meeting and this year they are giving the Champion of Tourism award to Jamie Kowalczk!

Their spring ads are out and they are working on revamping their group tour profile sheet.

7. Planning Update - Scott Ingmire

With Gwen's retirement and Stefan's recent departure for a job in Syracuse with the Department of State, Jamie, Jessica, and Scott are doing their best to hold down the fort!

We have selected a candidate to replace Gwen who will start on April 17th and we have an opening being extended until the end of April for the 2 Planner positions. This was extended in hopes of getting more candidates to apply.

The Planning Department is managing a huge number of grants with

many from NYS HCR and others from State Parks, DASNY, ReImagine the Canals, DOS, and others. In total grants currently being managed add up to \$5,816,400, which is more than ever before.

8. MCPLUS Update

MCPlus Updates presented by Scott Ingmire and Supervisor Pinard

Scott stated that County Administrator Mark Scimone told him he should submit a resolution for Accepting the bid response from Empire Access for hut components

Additional MCPlus Updates offered by Supervisor Pinard.

Meeting dates have been changed so they do not conflict with committee meetings. They will now take place on the first and third Wednesday of the month. There will be 3 phases of this project. Each phase contains about 45 miles of fiber optics.

Resolutions:

1. Authorizing the Chairman to enter into an agreement with Ann Duffy
Authorization to enter into an agreement with Ann Duffy for a New York Main Street Program Grant.

Motion by Joe Magliocca to Motion. Second by Eve Ann Schwartz.
The motion was Passed.

2. Authorizing the Chairman to enter into an agreement with Earlville Opera House, Inc.

Authorization to enter into an agreement with Earlville Opera House, Inc. for a New York Main Street Program Grant.

Motion by Joe Magliocca to Motion. Second by Eve Ann Schwartz.
The motion was Passed.

3. Authorizing the Chairman to enter into an agreement with Earlville Library

– Authorization to enter into an agreement with Earlville Free Library for a New York Main Street Program Grant.

Motion by Joe Magliocca to Motion. Second by Eve Ann Schwartz.
The motion was Passed.

4. Authorizing the Chairman to enter into an agreement with Main Street - Wilburn

Authorization to enter into an agreement with 2-6 E. Main Partnership for a New York Main Street Program Grant.

Motion by Joe Magliocca to Motion. Second by Eve Ann Schwartz.
The motion was Passed.

Other Committee Business

1. Resolution - Authorization to Enter into Easements Agreements

Resolution for easements with the Towns of Lenox, Sullivan, Eaton, and Stockbridge for hut placement as part of the Broadband project.
Motion by Eve Ann Schwartz to Motion. Second by Joe Magliocca.
The motion was Passed.

2. Resolution - to Accept Empire Access Grant Funds per BId

A Resolution for the acceptance of Empire Access (sole responding bidder) for the Electronic and Support Equipment Bid (RFB 23-10) for \$769,512.29 as part of the Broadband project.

Motion by Joe Wicks to Motion. Second by Eve Ann Schwartz. The motion was Passed.

3. Resolution - Transfer Land from Highway Garage Eaton to Town of Eaton

A Resolution was approved to allow for the transfer of land from Madison County to the Town of Eaton for the former Highway Garage property with the County retaining an easement for a hut placement as part of the Broadband project.

Motion by Eve Ann Schwartz to Resolution - Transfer Land from Highway Garage Eaton to Town of Eaton. Second by Joe Magliocca. The motion was Passed.

Abstain: Wicks

4. New Business

Sam Field updated the Committee on the great and successful business match maker event they held at the HUB in Hamilton last week as part of the Buy Madison program. 32 local businesses attended and numerous matches and connections were made. It was very successful and we want to thank Sam, Ryan, the HUB, and C&D advertising for the time and effort that went into the event!

Preferred Agenda

Next Meeting:

1. Next Meeting April 26, 2023 11:00am

Adjourn

Motion to Adjourn 11:50 A.M. Motion by Eve Ann Shwartz to Motion. Second by Joe Magliocca. The motion was Passed.

RESOLUTION NO. 23-_____

**ACKNOWLEDGING INTRODUCTION OF PROPOSED LOCAL LAW NO. 1 FOR THE YEAR
2023 AND CALLING FOR A PUBLIC HEARING**

WHEREAS, Supervisor Pinard has duly introduced proposed Local Law No. 1 for the year 2023, entitled "A LOCAL LAW ADOPTING THE MADISON COUNTY OCCUPANCY TAX LAW AND RESCINDING ALL PREVIOUS HOTEL AND MOTEL OCCUPANCY TAX LOCAL LAWS AND AMENDMENTS IN MADISON COUNTY; and

WHEREAS, a copy of said proposed local law has been furnished to each Supervisor;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held on the proposed local law in the chambers of the Board of Supervisors at the County Office Building, Wampsville, New York on June 13, 2023 at 11:15 a.m.; and

BE IT FURTHER RESOLVED that the Clerk of the Board duly publish a notice of said hearing in the official newspapers of the County at least five days prior to the scheduled hearing date.

Dated: May 9, 2023

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

RESOLUTION 23-_____

AUTHORIZATION TO SIGN AGREEMENTS WITH MADISON COUNTY BUSINESSES FOR A GRANT OF CARES CDBG COVID RELIEF FUNDING

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

WHEREAS, The Madison County Planning Department, in partnership with the Madison County Industrial Development Agency, has worked to make available CARES funds to local small businesses to prevent, prepare for, and respond to the effects of the coronavirus pandemic; and

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

WHEREAS, Madison County has worked with its consultant and reviewed and ranked applications based on completeness, timeliness, program eligibility, and a defined scoring matrix; and

WHEREAS, Madison County has determined that the following businesses are eligible for a grant award in the amount specified:

1. Flour and Salt Bakery for \$50,000
2. Camden Dental for \$45,000
3. Dave's Diner for \$50,000
4. Pewter Spoon for \$46,000
5. Kalamata Pita for \$25,000
6. The Rippleton Center for \$50,000
7. Quacks Village Inn for \$50,000
8. FoJo Beans for \$50,000
9. The Apple Kitchen for \$9,000
10. Monanfran Farms for \$50,000
11. AJT for \$50,000
12. Theodores for \$50,000
13. Casolwood Golf for \$50,000
14. CNY Youth Connections for \$50,000
15. BJK Photos for \$50,000
16. New Moon Farmstead for \$25,000
17. Hamilton Inn for \$50,000
18. Hamilton Farmhouse for \$50,000
19. Holcomb B&B for \$25,000
20. The Zen Den for \$25,000
21. Manor on the Green for \$18,000
22. Ye Olde Landmark Tavern for \$22,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to sign Agreements with the above mentioned businesses for CARES CDBG grant awards in the amounts specified above.

Dated: May 9, 2023

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

RESOLUTION NO. _____

**APPOINTING A MEMBER TO
THE MADISON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

BE IT RESOLVED, that Steve Durfee, of Chittenango, NY, 13037, be hereby appointed to the Madison County Industrial Development Agency, filling a vacant position, commencing on May 9th 2023, and to serve at the pleasure of the Board of Supervisors.

Dated: May 9, 2023

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

RESOLUTION NO. _____

**APPOINTING A MEMBER TO
THE MADISON COUNTY CAPITAL RESOURCE CORPORATION**

BE IT RESOLVED, that Steve Durfee, of Chittenango, NY, 13037, be hereby appointed to the Madison County Capital Resource Corporation, filling a vacant position, commencing on May 9th, 2023, and to serve at the pleasure of the Board of Supervisors.

Dated: May 9, 2023

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

RESOLUTION NO. 23-_____

ADOPTING LOCAL LAW NO. 1 FOR THE YEAR 2023

WHEREAS, there has been duly introduced Local Law No. 1 for the year 2023 entitled “A LOCAL LAW ADOPTING THE MADISON COUNTY OCCUPANCY TAX LAW AND RESCINDING ALL PREVIOUS HOTEL AND MOTEL OCCUPANCY TAX LOCAL LAWS AND AMENDMENTS IN MADISON COUNTY”; and

WHEREAS, a public hearing on said local law was duly held by the Board of Supervisors of the County of Madison on June 13, 2023;

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 1 for the year 2023 be and the same is hereby adopted.

Dated: June 13, 2023

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

RESOLUTION NO. 23-_____

**RESOLUTION OPPOSING PROPOSED CHANGES TO THE NEW YORK STATE SOIL AND
WATER CONSERVATION DISTRICT LAW**

WHEREAS, in the 1930s soil and water conservation districts were established in local communities throughout the United States in direct response to the environmental disaster of the Dust Bowl. In 1940, the New York State Soil and Water Conservation Districts Law ("Districts Law") was enacted creating the State Soil Conservation Committee ("State Committee") and authorizing counties to create local soil and water conservation districts ("Local Districts") led by local leadership; and

WHEREAS, Local Districts currently provide all counties in New York State with environmental services, including but not limited to climate resiliency, watershed monitoring, soil health protection, sediment and erosion control, nutrient reduction, stormwater management, forestry management, water quality improvement, education and technical training, invasive species mitigation, green infrastructure, best management implementation, and technical assistance for private citizens, municipalities, and the State; and

WHEREAS, the New York Association of Conservation Districts recently alerted counties of an initiative attempting to drastically amend Article 2 of the Districts Law which specifically governs the State Committee and the creation of Local Districts; and

WHEREAS, the proposed legislative amendment significantly modifies the make-up, board size, and scope of work being performed by the State Committee and Local District boards; and

WHEREAS, the proposal changes the State Committee's membership by increasing the number of members from five (5) to seven (7) and completely eliminates the authority of the New York State Grange ("the Grange") to nominate a member for appointment. This power is instead granted to the Northeast Organic Farming Association of New York. In addition, one of the other members of the State Committee would have to be appointed from a combined nomination list submitted by other newly identified organizations, including but not limited to the state college of agriculture and life sciences at Cornell University and the college of environmental science and forestry of the state university of New York; and

WHEREAS, the legislative amendment also seeks to modify the make-up of Local District boards. While these boards would continue to consist of five (5) members, the three (3) members who are not representatives of the county board would be appointed from a combined list of nominees submitted by newly identified organizations, including but not limited to the New York State Soil Conservation Districts Association, Inc., the local office of Cornell Cooperative Extension, and the local chapter of the National Young Farmers Coalition. The proposed change specifically eliminates the ability of the county grange and the county farm bureau to independently nominate two (2) of the three (3) board members who are not representatives of the county board. Lastly, the proposal allows Local Districts to move from two (2) appointed county legislative representatives to an open election for these positions; and

WHEREAS, the legislative bill creates sweeping changes to the Districts Law that only benefits the organizations involved in drafting it. The proposal would marginalize Local Districts and empower various environmental groups. Projects already being developed or in a state of being completed may be jeopardized; now, therefore, be it

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby strongly opposes the proposed legislative changes to the Soil and Water Conservation Districts Law due to the negative long term economic and environmental impacts to small communities; and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall forward copies of this Resolution to Governor Kathy Hochul, elected state representatives that represent Madison County in Albany, the New York State Association of Counties and all others deemed necessary and proper.

Dated: June 13, 2023

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

RESOLUTION NO. _____

**AUTHORIZING A CONTRACT WITH MADISON-ONEIDA BOCES FOR THE
2023 SUMMER YOUTH EMPLOYMENT PROGRAM**

WHEREAS, the Madison County Department of Planning & Workforce Development will operate a Temporary Assistance for Needy Families (TANF), Summer Youth Employment Program during 2023; and

WHEREAS, this summer program aims to employ up to one-hundred (100) youths, ages 14-20 at various jobsites around Madison County; and

WHEREAS, Madison County solicited proposals through the Purchasing Department; and

WHEREAS, BOCES has the skills and experience necessary to supervise and lead a number of these youth work teams at a number of the job sites throughout the County; and

WHEREAS, BOCES will provide educational experience, worksite training, and jobsite supervision for a total cost not to exceed \$76,7491 for 2023; and

WHEREAS, all costs are one hundred percent (100%) funded under a NYS OTDA TANF allocation, and the program will not move forward if the funds are not provided by New York State; and

NOW THEREFORE BE IT RESOLVED, that the Chairman is hereby authorized to sign a contract with BOCES for the Summer Youth Employment Program for 2023.

Dated: June 13, 2023

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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

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

PRODUCER OneGroup NY, Inc. 182 Main Street Oneida NY 13421	CONTACT NAME: Marina Jones PHONE (A/C, No, Ext): 315-280-6339 E-MAIL ADDRESS: mjones@onegroup.com FAX (A/C, No): 315-457-7902
INSURED Madison-Oneida BOCES 4937 Spring Road PO Box 168 Verona NY 13478-0168	INSURER(S) AFFORDING COVERAGE INSURER A: Republic Franklin Insurance Co. INSURER B: Utica National Insurance Co of Ohio INSURER C: Travelers Property Cas Co of America INSURER D: INSURER E: INSURER F:
	NAIC # 12475 13998 25674

COVERAGES**CERTIFICATE NUMBER:** 1347707760**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		CPP1483571	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAC1483572	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CULP1483574	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Professional Liability Electronic Data Equip			CPP1483571 APPQT6309J223116TIL120	7/1/2022 11/1/2022	7/1/2023 11/1/2023	\$1,000,000 each occur \$25,000,000 RC \$1,000,000 Agg All Risk \$2500 Ded

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

CERTIFICATE HOLDER**CANCELLATION**Madison County
PO Box 635
Wampsville NY 13163

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BOCMA

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY OneGroup NY, Inc.		NAMED INSURED BOCES Madison-Oneida 4937 Spring Road; PO Box 168 Verona, NY 13478
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage Applies per the Following Form(s):

General Liability:

8-E-3042NY (07/16) - Educational Institution Coverage Endorsement (Excluding Student Medical Expenses)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT (EXCLUDING STUDENT MEDICAL EXPENSES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. The rendering or failure to render:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;

- (2) Any health or therapeutic service, treatment, advice or instruction; or

- (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.

- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable physical force to protect oneself or other persons from physical injury;

- (2) The use of reasonable physical force to protect the property of the educational institution or others; or

- (3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

- (4) The use of force which is reasonable and necessary:
 - (a) To quell a disturbance, threatening physical injury to others; and/or
 - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or
 - (c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

- (4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:
 - (a) Administered without malicious intent and without intent to cause injury; and
 - (b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph 2. Exclusions of Section - I Coverage A, the following is added to part (1)(a) of the Pollution exclusion:

- (iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and
 - (b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph e.(1), f.(2) or f.(3) of the definition of "mobile equipment."

With respect to (5) above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

- (i) Used with any educational institution curriculum or program; and
- (ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

- a. With respect to property in your care, custody or control, the following is added to Exclusion j. of **COVERAGE A (SECTION I)**:

Paragraph (4) of this exclusion applies only to:

- (a) Liability assumed by you under any contract or agreement; or
- (b) "Property damage" to property which is:
 - (i) Owned or occupied by or rented to you; or
 - (ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part (ii) does not apply to "property damage" arising from the use of elevators.

- b. Exclusion j.(4) under **SECTION I - COVERAGE A.** applies as follows:

- (i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
- (ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto;"
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."

- c. The following are added to exclusion j. **SECTION I - COVERAGE A.:**

- (1) Paragraphs (3), (4) and (6) of exclusion j. of **SECTION I - COVERAGE A** do not apply to the use of elevators.
- (2) Paragraph (4) of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under **Section I - Coverage B - Personal And Advertising Injury**, the following is added to Exclusion e. **Contractual Liability**:

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

- b. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

- 6. Subject to 5. above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) \$500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

- c. Paragraph 4.b.(1)(a)(ii) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

- (ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The paragraph related to bail bonds is replaced by the following which increases the limit:
Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:
All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
 - (1) Under your direction and within the scope of duties for you; or
 - (2) Under your curriculum requirements. When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
- c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

- (2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:
 - (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are a partnership or joint venture, any partner or member;
 - (c) Any member or manager if you are a limited liability company.
- d. Any of the following, but only with respect to their duties in connection with the positions described below:
 - (1) Any of your appointed or elected administrative officials;
 - (2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
 - (3) Any of your board members or commissioners if you are a public board or commission; or
 - (4) Any student teachers teaching as part of their educational requirements.
- e. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- f. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.
- 4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured,

but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
6. The following is added under SECTION II - WHO IS AN INSURED:
- a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
 - b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **6.a.** above; is also an insured.

The insurance afforded under paragraphs **6.a.** and **6.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3) and (4)** and in **M.c.(1), (2), (3), (4), (5), (6) and (7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2) and (3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii)** Any express warranty unauthorized by you;
- (iii)** Any physical or chemical change in the product made intentionally by the vendor;
- (iv)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (vi)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2. Exclusions, COVERAGE A (Section I)**, other than exclusion **b. Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1)** The independent acts or omissions of such additional insured.
- (2)** Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a)** The occurrence of any "bodily injury" or "property damage"; or
 - (b)** The commission of any offense which caused "personal and advertising injury."
- (3)** Any liability arising from construction or demolition work or operations performed for you.
- (4)** Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (5)** Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

- (6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

- (7) Any person or organization included as an insured under any other provision of Section **C. Who Is An Insured** or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A and B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by 1. and 2. above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit - \$25,000
Each Occurrence Limit - \$25,000

- b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions of Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.
2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:
 - a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your "volunteer workers", but only while acting:
 - (1) Under your direction and within the scope of duties for you; or
 - (2) Under your curriculum requirements.
 - c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in **a.** above; or
 - (b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - (a) The territory described in **a.** above;
 - (b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;
- or in a settlement we agree to.

S. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

- a. Under the **Definitions** Section "impaired property" does not apply.

- b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or
- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of "your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

- 1. False arrest, detention or imprisonment;
- 2. Malicious prosecution or abuse of process;
- 3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 5. Oral or written publication of material that violates a person's right of privacy;
- 6. The use of another's advertising idea in your "advertisement";

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include:

- a. Acts of differentiation that cause injury to a person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- c. Acts of differentiation involving any actual or alleged:
- (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

- (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

In the State of New York, the word discrimination as used above only means actual or alleged conduct:

- (a) That results in disparate impact; or
- (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section IV - **Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.



**Workers'
Compensation
Board**

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage

*****This form cannot be used to waive the workers' compensation rights or obligations of any party.*****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of
(Legal Entity Name and Address):**

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
DBA: MADISON ONEIDA BOCES
PO BOX 168 - 4937 SPRING RD.
VERONA, NY 13478
PHONE: 315-361-5500 FEIN: XXXXX8113

**Business Applying For:
Contract with Government Agency**

From: MADISON COUNTY, P.O. BOX 635, WAMPSVILLE, NY 13163

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY
DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, SANDRA FOLEY, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN
HERE**

Signature:

Date:

5/18/23

Exemption Certificate Number

2023-035945

Received

May 18, 2023

NYS Workers' Compensation Board

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. 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, 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 unsecure 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

STATE OF NEW YORK
WORKERS COMPENSATION BOARD

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

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use street address only) Madison-Oneida BOCES 4937 Spring Rd PO Box 168 Verona, NY 13478 1b. Effective date of Membership in the Group: 07/1/1984. 1c. The Proprietor, Partners or Executive Officers are: _ included. (Only check box if all partners/officers included) _ all excluded or certain partners/officers excluded.	1d. Telephone Number of Business referenced in box 1a: (315) 361-5514 1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box 1a: 04-63686 1f. Federal Employer Identification Number of Business referenced in box 1a: 15-6008113
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Madison County PO Box 635 Wampsville, NY 13163	3. Name and address of Group Self-Insurer Madison Oneida Herkimer Workers Compensation Consortium 4937 Spring Road PO Box 168 Verona, NY 13478-0168

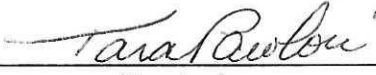
This **certifies** that the business referenced above in box 1a is complying with the mandatory coverage requirements of the New York State Workers Compensation Law as a participating member of the Group Self-Insurer listed above in box 3 and participation in such group self-insurance is still in force.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

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

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

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

Certified by: Tara Pawlowski
(Print name of authorized representative of Group Self-Insurer)

Certified by:  5/18/23
(Signature) (Date)

Title: Fiscal Officer

Telephone Number: (315)361-5514

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO EXECUTE AN INDEMNITY AGREEMENT
FOR POLE ATTACHMENT BONDS**

WHEREAS, the County is working towards finalizing pole attachment agreements with various utility companies for the rural broadband project; and

WHEREAS, the County is required to secure pole attachment bonds in order to comply with the agreements; and

WHEREAS, Propeller, Inc. has approved the County's application, and provided the annual premium rate of \$100.00 per \$1,000.00 of security; and

WHEREAS, the security amount is determined by the number of pole attachments; and

WHEREAS, the bond expense is included in the Adopted County Budget for the rural broadband project.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors is hereby authorized to execute an Indemnity Agreement with Propeller, Inc., as is on file with the Clerk of the Board of Supervisors.

Dated: June 13, 2023

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

RESOLUTION

AUTHORIZATION TO SIGN AGREEMENTS WITH MADISON COUNTY BUSINESSES FOR A GRANT OF COVID RELIEF FUNDING

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

WHEREAS, Madison County received requests for over \$2,000,000 in grant funds from small business applicants throughout the County, leaving us unable to fund all the eligible projects, and

WHEREAS, after the grant funds were completely awarded, it has been determined that there were a number of worthy and deserving applicants that didn't receive funding as a result of our limited grant award, and

WHEREAS, Madison County has determined that it will use its revolving loan fund for this one-time grant award (for a total of \$350,000) due to the extenuating circumstances presented to local businesses as a result of the COVID-19 Pandemic, and

WHEREAS, these grants will be awarded to the local businesses listed below using the same criteria and program rules as our CARES CDBG grant award via our work with the Harrison Studio; and

WHEREAS, Madison County, with further guidance from Harrison Studios, has determined that the following businesses are eligible for a grant award in the amount specified:

1. Kubecka Farms for \$25,000
2. Canastota Highway Bowling Center for \$50,000
3. Canastota Publishing for \$25,000
4. Intents Events for \$25,000
5. Erie Canal Brewing Company for \$50,000
6. Heartstone Artisan Bakery for \$25,000
7. Blooms and Blossoms for \$25,000
8. Shol's Boutique for \$25,000
9. Madison Bistro for \$50,000
10. Dizzy Lizzy's Farm for \$25,000
11. Olive Branch for \$25,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to sign Agreements with the above mentioned businesses for grant awards in the amounts specified above.

DATED: May 9, 2023

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO SIGN AN AGREEMENT WITH THE LOCAL
WORKFORCE DEVELOPMENT BOARD OF HERKIMER, MADISON, & ONEIDA
COUNTIES**

WHEREAS, the Workforce Innovation and Opportunity Act ("WIOA") which was approved in 2014 and took effect on July 1, 2015 continues a longstanding federal commitment to help people with employment barriers to be productive members of the labor force; and

WHEREAS, the three chief elected officials of Herkimer, Madison, and Oneida Counties have enter into an agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of New York; and

WHEREAS, for many years Herkimer, Madison, and Oneida Counties have implemented and operated their workforce development programs by way of a Consortium Agreement, and a Chief Local Elected Officials Agreement among the Chief Elected Officials of the three Counties and the Workforce Development Board; and

WHEREAS, Madison County wishes to provide funding to the Workforce Development Board for the hiring of two full time employees and one part time employee or any combination of full time equivalents (fte). The employee's main purpose will be to explore, grow and monitor Youth Work Experience opportunities, monitor and enter WIOA Performance Measures and assist Workforce Development Counselors with adult, youth and dislocated workers ; and

WHEREAS, no local funds are involved herewith or encumbered hereby; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of this Board is hereby authorized and directed to execute the Memorandum of Understanding, a copy of which is on file with the Clerk of the Board of Supervisors.

Dated: June 13, 2023

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

MEMORANDUM OF UNDERSTANDING

**MADISON COUNTY WORKFORCE DEVELOPMENT
WORKFORCE DEVELOPMENT BOARD OF HERKIMER, MADISON AND ONEIDA
COUNTIES, INC.**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is hereby entered into by and between MADISON COUNTY WORKFORCE DEVELOPMENT with its office and principal place of business located at 133 N. Court St. Wampsville, New York 13163, hereinafter referred to as MCWD, and The WORKFORCE DEVELOPMENT BOARD OF HERKIMER, MADISON AND ONEIDA COUNTIES, INC with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York, 13501, hereinafter referred to as the WDB.

- A. PURPOSE. The purpose of this MOU is set to hire two full time employees and one part time employee or any combination of full time equivalents. The employee's main purpose will be to explore, grow and monitor Youth Work Experience opportunities, monitor and enter Workforce Innovation and Opportunity Act (WIOA) Performance Measures and assist Workforce Development Counselors with adult, youth and dislocated workers.
- B. TERM. The term of this agreement shall commence on July 1, 2023 and expire on June 30, 2024.
- C. COSTS The Workforce Development Board (WDB) agrees to pay costs of \$25.00 per hour, plus all applicable fringe and taxes. Under this agreement, the WDB agrees to spend a maximum of \$200,012.47 utilizing Adult, Dislocated Worker, and Youth funding during the program year. Any expense will be billed, at least quarterly, to Madison County Workforce Development. Adult, dislocated worker and/or youth funds will be expended to pay all expenses.
- D. TERMINATION. Either Madison County Workforce Development or the Workforce Development Board may terminate this Agreement without penalty upon two weeks written Notice to Terminate, including a statement of specific grounds for the request for termination.

IN WITNESS WHEREOF, the foregoing provisions and any exhibits to this MOU have been examined by the undersigned and the parties hereto have caused this MOU to be executed by their duly authorized agents.

For: The Workforce Development Board
for Herkimer, Madison and Oneida Counties

For: Madison County Workforce Development

By: Alice J. Savino
Executive Director

By: John M. Becker
Chairman of the Board of Supervisors

Date

Date

RESOLUTION NO. ____

**CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT**

WHEREAS, Madison County wishes to have a public hearing on the implementation of Community Development Block Grant ("CDBG") Project # 686ME979-21, from the New York State Office of Community Renewal for a Madison County Microenterprise Grant;

WHEREAS, the County is required to hold a public hearing to consider citizen comments regarding the implementation of the grant program;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held regarding the project's implementation in the Madison County Board of Supervisors chambers, County Office Building #4, Wampsville, New York on July 11th @ 11:15 a.m. or as soon thereafter as possible; and

BE IT FURTHER RESOLVED, that the Clerk duly publish a notice of said hearing in the official newspapers of the County at least ten (10) days prior to the scheduled hearing date.

DATED: July 13, 2023

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