

Highway, Buildings and Grounds
Wednesday, September 29, 2021 @ 2:00 PM
Chambers/Zoom

MINUTES

2:00 PM Call Meeting to Order

Approval of Minutes

- Approval of minutes for August 25, 2021 regular meeting minutes

Motion by Bill Zupan to approve the minutes of the August 25, 2021 regular meeting. Second by Rocky DiVeronica. The motion was Passed.
Absent: Walters

Highway:

1. Authorizing the Modification of the 2021 Adopted County Budget (5130 - Road Machinery)

Motion by Alex Stepanski to approve the resolution. Second by Rocky DiVeronica. The motion was Passed.
Absent: Walters
2. Authorizing the Modification of the 2021 Adopted County Budget

Motion by Rocky DiVeronica to approve the resolution. Second by Bill Zupan. The motion was Passed.
Absent: Walters
3. Highway Highlights 9-29-21

Highway Superintendent, Joe Wisinski, reviewed the department highlights with the committee
Absent: Walters

Facilities/Maintenance:

1. Authorizing the Chairman to enter into an agreement with Onondaga County Water Authority

Motion by Rocky DiVeronica to approve the resolution. Second by Alex Stepanski. The motion was Passed.
Absent: Walters
2. Authorizing the Chairman to renew an agreement with the NYS Unified Court System for Court Cleaning and Minor Repairs for 2021-2022

Motion by Bill Zupan to approve the resolution. Second by Rocky DiVeronica. The motion was Passed.

Absent: Walters

3. Authorizing the modification of the 2021 adopted county budget

Motion by Bill Zupan to approve the resolution. Second by Alex Stepanski. The motion was Passed.

Absent: Walters

4. Authorizing the modification of the 2021 adopted county budget

Motion by Rocky DiVeronica to approve the resolution. Second by Bill Zupan. The motion was Passed.

Absent: Walters

5. Designating Disposal of Obsolete and/or Surplus County Personal Property

Director of Facilities, John Regan, presented the list of surplus county property for disposal. Committee consensus to move to the A&O committee for approval.

6. Authorizing the Chairman to enter into a license agreement with Morrisville Fire Department

Motion by Rocky DiVeronica to approving the resolution. Second by Alex Stepanski. The motion was Passed.

Absent: Walters

7. Authorizing the Chairman to enter into a license agreement with Oneida-Madison Electric Cooperative, Inc.

Motion by Bill Zupan to approving the resolution. Second by Alex Stepanski. The motion was Passed.

Absent: Walters

8. Facilities Highlights

Director of Public Facilities, John Regan, reviewed the department highlights with the committee

9. Central Services Monthly Report

Director of Public Facilities, John Regan, reviewed the Central Services monthly report.

Preferred Agenda

all resolutions should be placed on preferred agenda Motion by Alex Stepanski to Motion. Second by Bill Zupan. The motion was Passed.

Absent: Walters

Next Meeting: Wednesday, October 27, 2021 @ 2:00 p.m.

Adjourn

Motion by Ron Bono to adjourn at 2:57 p.m.. Second by Alex Stepanski. The

motion was Passed.
Absent: Walters

Highway, Buildings and Grounds
Wednesday, August 25, 2021 @ 2:00 PM
Chambers/Zoom

MINUTES

2:00 PM Call Meeting to Order

Chairman Ron Bono called the meeting to order at 2:02 p.m. in the Supervisor's Large Conference Room.

Committee Members Present:

Chairman Ron Bono, Vice Chairman William Zupan, Supervisor Alexander Stepanski

Committee Members Absent:

Supervisors Charles Walters, Rocco DiVeronica

Others Present:

Director of Public Facilities John Regan, Highway Superintendent Joe Wisinski, Deputy Highway Superintendent Brad Newman, Highway Operations Manager Rich Durant, Assistant County Attorney Jeff Aumell, Board Chairman John Becker, County Treasurer Cindy Edick.

Approval of Minutes

- Approval of minutes for July 21, 2021 regular meeting minutes and August 10, 2021 special meeting minutes

Motion by Bill Zupan to approve the minutes of the July 21, 2021 regular meeting and August 10, 2021 special meeting. Second by Alex Stepanski. The motion was Passed.

Absent: DiVeronica, Walters

Other Committee Business

1. New Highway Garage Discussion with C&S/LeChase

Mike Lamontange from C&S and Laird Updyke from LeChase provided an update to the Committee on the status of occupancy at the new Highway Garage in Eaton. To date no temporary or permanent Certificate of Occupancy has been issued. All life safety items are in place. They will continue to push the contractors to finish up the punch list items and continue to seek out Certificate of Occupancy with the state.

Resolutions:

1. Authorizing the Modification of the 2021 Adopted County Budget (ARPA)

Motion by Alex Stepanski to approve the resolution. Second by Bill Zupan. The motion was Passed.

Absent: DiVeronica, Walters

Highway:

1. Highway Highlights 8-25-21

Highway Superintendent, Joe Wisinski, reviewed the department highlights with the committee

2. 2022 Budget Request

Highway Superintendent, Joe Wisinski, reviewed the department 2022 draft budget with the committee

Facilities/Maintenance:

1. Authorizing the modification of the 2021 adopted county budget

Motion by Bill Zupan to approve the resolution. Second by Alex Stepanski. The motion was Passed.

Absent: DiVeronica, Walters

2. Facilities Highlights

Director of Public Facilities, John Regan, reviewed the department highlights with the committee

3. Central Services Monthly Report

Director of Public Facilities, John Regan, reviewed the Central Services monthly report.

4. 2022 Budget Request

Director of Public Facilities, John Regan, reviewed the department 2022 draft budget with the committee.

Preferred Agenda

there were no resolutions for the preferred agenda

Next Meeting: Wednesday, September 29, 2021 @ 2:00 p.m. - Chambers

Adjourn

Motion by Bill Zupan to Motion. Second by Alex Stepanski. The motion was Passed.

Absent: DiVeronica, Walters

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

WHEREAS, the County Highway Department purchases fuel not only for its own use, but also for the entire County fleet utilized by all County departments; and

WHEREAS, historically the County Highway Department has billed the other County departments for their fuel, and credited back their fuel expense account; and

WHEREAS, Generally Accepted Accounting Principles and the Office of the New York State Comptroller provide for these expenses to be maintained on a gross basis, with the reimbursements from departments being accounted for as revenue; and

WHEREAS, the purpose of the following budget transfer is to estimate the gross amount of gasoline expense, and budget revenue from reimbursements anticipated by County departments, for the full 2021 fiscal year.

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

Road Machinery Fund

5130 Road Machinery Repairs & Expense

Expense

	<u>From</u>	<u>To</u>
DM513050 548210 Gasoline	<u>\$105,000</u>	<u>\$283,000</u>

Control Total		<u>\$178,000</u>
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Revenue

DM513050 428123 IR Rd Mach Fuel/Dept Reimb	\$ -0-	\$175,000
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DM513050 428124 IR Rd Mach Other/Dept Reimb	<u>-0-</u>	<u>3,000</u>
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Totals	<u>\$-0-</u>	<u>\$178,000</u>
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Control Total		<u>\$178,000</u>
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Dated: October 12, 2021

Ronald C. Bono, Chairman
Highway, Buildings and Grounds
Committee

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

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

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

5110 Maintenance of Roads & Bridges

Expense

D511050 546002 Guide Rail	\$9,311	\$44,443
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5113 Consolidated Highway Program

Expense

D511350 545107 Cole Street Culvert #2	100,000	91,983
D511350 546002 Guide Rail	125,689	102,872
D511350 547350 In-Place Recycling	1,300,000	1,145,702
D511350 593991 Transfer to Road Machinery	<u>712,866</u>	<u>862,866</u>

Control Totals	<u>\$2,247,866</u>	<u>\$2,247,866</u>
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Road Machinery Fund

5130 Road Machinery Repairs & Expense

Revenue

DM513050 450316 Transfer from County Road	<u>\$712,866</u>	<u>\$862,866</u>
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Control Total		<u>\$150,000</u>
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Expense

DM513050 529050 10 Wheel Dump Truck	<u>\$1,212,292</u>	<u>\$1,362,292</u>
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Control Total		<u>\$150,000</u>
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Dated: October 12, 2021

Ron Bono, Chairman
Highway, Buildings & Grounds Committee

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

Highway Highlights September 29, 2021

1. Hot Mix Paving on Mount Hope is scheduled for next week, with milling being done this week. Tuscarora Road paving is scheduled around Columbus Day, with Albion last on the list as soon as Tuscarora is finished up.
2. Chip Sealing complete. Shoulders are done on Cole Street along with the Hot Mix paving. Fargo Road is paved.
3. New Boston Street Bridge is complete. Dyke Road Bridge has been demolished and the new superstructure is scheduled for delivery.
4. The new shoulder machine and sod loader are being ordered, using COVID funds. The new plow truck will follow as soon as orders can be placed.
5. The furniture for the Brown Road facility is in Marcy, with delivery coming soon. The fiber line is installed and being completed soon as well.
6. Wally Fallon (Senior Crew Supervisor) in Wampsville's, last day is Wednesday September 29th.

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH ONONDAGA COUNTY WATER AUTHORITY**

WHEREAS, it is necessary to enter into a Lease Agreement with Onondaga County Water Authority (OCWA) for the operation, maintenance and distribution of the Clockville Water District No. 1 formed in the Town of Lincoln and Town of Lenox; and

WHEREAS, this lease agreement shall be for a period of forty (40) years commencing on the date the Water System is placed into service after certification by the Department of Health; and

WHEREAS, the Highway, Buildings & Grounds Committee has discussed and approved entering into this lease agreement; and

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

Dated: October 12, 2021

Ronald C. Bono, Chairman
Highway, Buildings and Grounds Committee

LEASE AGREEMENT
FOR
OPERATION OF WATER DISTRICT
MADISON COUNTY, NY
AND
ONONDAGA COUNTY WATER AUTHORITY
CLOCKVILLE WATER DISTRICT NO. 1
Town of Lincoln / Town of Lenox

THIS AGREEMENT, made this _____ day of _____, 2021 by and between the Onondaga County Water Authority, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at 200 Northern Concourse, Town of Salina, New York, 13212, hereinafter referred to at times as the "AUTHORITY"; and the County of Madison, a municipal corporation of the State of New York located at 138 N. Court St., Wampsville, New York, 13163, hereinafter referred to at times as the "COUNTY", acting on behalf of the Clockville Water District No. 1, hereinafter referred to at times as the "DISTRICT"; all of the aforesaid hereinafter referred to at times as the "PARTIES".

WITNESSETH:

WHEREAS, the DISTRICT was duly formed pursuant to the provisions of County Law of the State of New York, and the DISTRICT now is the owner of or has under construction certain facilities used in the sale and distribution of water to consumers in the DISTRICT living in the Towns of Lenox and Lincoln, a map of which DISTRICT and facilities, existing or proposed, is hereto annexed as Exhibit "A" and made a part hereof showing the location of such facilities in the

DISTRICT, and

WHEREAS, the PARTIES hereto desire to enter into a Lease Agreement for the operation of the DISTRICT pursuant to Article 5-A of County Law, whereby the AUTHORITY will lease, maintain, repair and operate the facilities of the DISTRICT (which facilities sometimes hereinafter referred to at times as the Water System), supply water and water service directly to the customers of the DISTRICT, collect revenues from the customers supplied, and (if applicable) make payments to the DISTRICT under the terms and conditions hereinafter specified; and

WHEREAS the COUNTY represents and warrants that it is duly authorized to enter into this AGREEMENT by resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "B"; and the AUTHORITY represents and warrants that it is authorized to enter into this agreement by virtue of resolution, a certified copy of which is annexed hereto and made a part hereof as Exhibit "C".

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the mutual benefit expected to be derived from the performance thereof, the sum of One Dollar (\$1.00) to each of the PARTIES hereto, paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the PARTIES agree as follows:

I. OPERATION AND MAINTENANCE -

1.1 When the Water System is initially completed, certified and placed into service, the COUNTY hereby leases to the AUTHORITY for the term hereinafter specified the Water System, including the hydrants, supply mains, distribution mains, valves, meters, pump stations, storage facilities, appurtenances, real property and associated rights of way and easements, together with any replacements, additions, betterments and improvements which may hereafter be furnished and installed in or by the DISTRICT/COUNTY and any extension thereof during the term of this

AGREEMENT. Excepting any replacements, additions, betterments or improvements made by the AUTHORITY to said Water System, the Water System shall remain the property of the DISTRICT/COUNTY, which shall remain responsible for any unpaid indebtedness now due or owing thereon. The AUTHORITY shall review and approve in writing the plans, specifications and final construction of the Water System before assuming responsibility for its operation and maintenance.

1.2 The AUTHORITY agrees to operate, maintain and repair at its own cost and expense the entire Water System of the DISTRICT and to sell water to the customers of the DISTRICT in accordance with the Customer Rules of the Authority as they from time to time may be amended during the term of this lease agreement as is more specifically provided in Article V.

1.3 The AUTHORITY shall have the right to utilize the leased premises/facilities for purposes of operating the Water System and for such other additional or accessory uses as are permitted under law.

II. REPLACEMENT, ADDITIONS, BETTERMENTS AND IMPROVEMENTS -

2.1 Replacements, additions, betterments or improvements may be made by the COUNTY in its sole discretion and at its own cost and expense, and when so made by the COUNTY legal title thereto shall be and remain in the COUNTY. The plans and specifications for replacements, additions, betterments and improvements shall be subject to the prior approval by the AUTHORITY and the AUTHORITY may inspect the work during construction to insure that the construction complies with the said plans and specifications. Upon completion of any such replacement, addition, betterment or improvement, the improvements shall become subject to the terms of this AGREEMENT and the AUTHORITY shall then become responsible for the operation and maintenance thereof.

2.2 The COUNTY shall not at any time be obligated to make replacements, additions, betterments or improvements to the Water System at its own cost and expense.

2.3 The AUTHORITY may, in its sole discretion and its own cost and expense, make replacements additions, betterments or improvements within the territorial limits of the DISTRICT, when the AUTHORITY deems such to be economically feasible and necessary. The COUNTY agrees that such replacement, additions, betterments or improvements may be installed at such locations as the AUTHORITY may determine and may be connected and interconnected with the distribution systems of the DISTRICT, any extension of the Water System or other water systems outside the DISTRICT, in such manner as the AUTHORITY shall determine. Legal title to such replacements, additions, betterments and improvements installed by the AUTHORITY at its own cost and expense shall be and will remain in the AUTHORITY unless and until reimbursement therefor shall have been made pursuant to paragraph 7.1 hereof.

2.4 The COUNTY agrees that the AUTHORITY may use the facilities of the DISTRICT and Water System, without imposition of any additional rental or charge therefor other than as stated herein, to serve water to areas located outside of and beyond the limits of the DISTRICT, any extension thereof, or other water districts outside the Water System during the term of this AGREEMENT and subsequent thereto, and that this clause shall survive the termination date of this AGREEMENT. The AUTHORITY agrees that such use by it of the facilities of the DISTRICT shall not reduce below accepted standards the supply of water or pressure of water then being furnished by the AUTHORITY to customers within the DISTRICT.

2.5 All extensions of the DISTRICT shall be made under the exclusive control and jurisdiction of the COUNTY subject to the provisions of County Law and any amendments thereof. In the event the COUNTY shall extend the DISTRICT or make any extensions of facilities with the DISTRICT, said improvements shall be made subject to the following terms and conditions:

(a) Such improvements shall be installed without cost to the AUTHORITY and any system installed in any extension of the DISTRICT shall service the entire area of any such extension.

(b) The plans and specifications for all construction of any improvements shall be subject to the prior approval by the AUTHORITY and the AUTHORITY may inspect the work during construction to insure that the construction complies with the said plans and specifications.

(c) Upon completion of any such improvement, the improvement shall become subject to the terms of this lease agreement and the AUTHORITY shall then become responsible for the maintenance thereof.

III. SERVICE CONNECTIONS

3.1 During the term of this lease agreement, all service connections shall be made by the AUTHORITY in accordance with the Customer Rules of the AUTHORITY as they from time to time may be amended.

IV. HYDRANTS -

4.1 Upon receipt of a certified copy of a resolution of the COUNTY requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of system, or any extension thereof, or other districts, the AUTHORITY will place and install the hydrants and hydrant connections as provided in the Customer rules of the AUTHORITY as they from time to time may be amended.

4.2 Legal title to the hydrants and hydrant connections installed by the AUTHORITY at its own initial cost and expense shall be and remain in the AUTHORITY and will be charged for in accordance with the then current rate schedules contained in the Customer Rules as they may be

from time to time amended.

4.3 Hydrants may be also be installed as a part of main extensions made under Main Extension Agreements as provided for in the Customer Rules of the AUTHORITY as they from time to time may be amended.

4.4 Hydrants which are now existing or are installed after the date of this AGREEMENT without cost to the AUTHORITY shall be maintained in service by the AUTHORITY at the same charge made for hydrants in use for a period in excess of thirty (30) years in accordance with the Customer Rules as they from time to time may be amended.

4.5 The COUNTY agrees that it will pay annually to the AUTHORITY the hydrant maintenance fee as provided for in the Customer Rules of the AUTHORITY, as they may from time to time be amended.

V. WATER SUPPLY -

5.1 On and after the effective date of this lease agreement the AUTHORITY will furnish and supply water and water service to all those customers now being served or to be served by the DISTRICT, and to such other persons or corporations within the DISTRICT who shall apply to the AUTHORITY, pursuant to the Customer Rules as they may be from time to time amended during the term of this agreement. Customers in the DISTRICT will pay the then current AUTHORITY rates for water as set forth in the Customer Rules as they from time to time may be amended.

5.2 It is expressly understood and agreed that the furnishing of water and water service by the AUTHORITY to the DISTRICT and to the customers of the DISTRICT shall be in accordance with the terms of this agreement and the Customer Rules of the Authority as they from time to time may be amended.

5.3 The COUNTY agrees, represents, and warrants that it shall properly and lawfully

assess the real property and improvements within the DISTRICT and levy a tax thereon in sufficient amount in each year during the term of this AGREEMENT so that the sums to be paid hereunder to the AUTHORITY for hydrant maintenance shall be duly provided for and paid within such year as and when due. The tax shall be a lien on the real property within the DISTRICT.

5.4 It is expressly understood and agreed that the AUTHORITY makes no guarantee as to the pressure of water in the pipes or as to the supply of water in the pipes of the DISTRICT, or any extensions thereof, or other districts, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by interrupting water service in case of accident or for alterations, extensions, connections or repairs, or for any other cause whatsoever. It is also specifically agreed by the PARTIES that the performance under this AGREEMENT by the AUTHORITY shall not be required or continued when circumstances beyond its control prevent, prohibit or interfere with such performance. Such circumstances include, but shall not be limited to, delays in delivery of materials, weather conditions, strikes or other labor difficulties, clearing of easements on private roads, public road permits, causes commonly referred to as "Acts of God", acts or omissions attributable to the COUNTY and/or the DISTRICT and other conditions not reasonably foreseeable. The AUTHORITY shall hold the COUNTY harmless from any and all claims made against the COUNTY arising from the AUTHORITY's operation of the Water System, excepting claims arising from the omission of duty, negligence or wrongful act of the COUNTY, its employees or agents, and to pay reasonable attorney's fees incurred by the COUNTY in connection with any such claim made against the COUNTY.

VI. OBLIGATIONS OF THE COUNTY -

6.1 Any water bill which remains unpaid six (6) months after original billing by the

AUTHORITY, will be added by the COUNTY to the tax bill of the owner of the property in accordance with applicable provisions of County Law, and upon payment the COUNTY will forward such amount to the AUTHORITY.

6.2 Prior to this AGREEMENT becoming effective, the COUNTY shall furnish the AUTHORITY with the following information:

(a) Certification by the COUNTY Engineer that the Improvements are 100% complete.

(b) Resolution of the COUNTY Board of Supervisors accepting the Improvements.

(c) Final Certification from the New York State Department of Health or its designee that testing is complete.

(d) Maps of the water system of the DISTRICT showing the location and size of any and all water mains and extensions thereto with identification as to the kind of pipe, location of existing main and branch valves, location of hydrants, location of services, and location of all other appurtenances, together with accurate "as-built" drawings of the Improvements, certified by the County Engineers. Said maps, plans, and "as-built" drawings shall contain such detail and information as may be reasonably required in the discretion of the Chief Engineer of the AUTHORITY.

(e) An itemized schedule showing all parcels of land, rights-of-way, structures, equipment and all other property presently used or to be used in the operation of the Water System of the DISTRICT and to be assigned or leased to the AUTHORITY pursuant to this AGREEMENT together with copies of current books and records of the COUNTY pertaining to water and water service.

6.3 Notwithstanding anything to the contrary contained in this Lease Agreement and in particular the provisions of paragraph 1.2 hereof, until such time as the COUNTY shall have furnished all of the

information required under paragraph 6.2 of this Lease Agreement, the COUNTY shall reimburse the AUTHORITY, on demand, for all costs and expenses incurred by the AUTHORITY in connection with the operation, maintenance, and repair of the Water System.

6.4 The COUNTY agrees to reimburse the AUTHORITY for all personnel expenses incurred with respect to inspection of the ongoing construction.

6.5 The COUNTY shall not sell, lease or otherwise incumber any portion of the Water System, including the real property presently used or to be used in the operation of the Water System, without the prior written consent of the AUTHORITY.

6.6 Receipt by the Town of Lincoln and Town of Lenox of water from the Water System will mean that the Towns will become secondary external customers of the Metropolitan Water Board ("MWB"), the administrative head of the Onondaga County Water District. As secondary external customers of MWB, the Towns will be subject to the annual external customer charge and will be required by MWB to produce certain real property assessment information. This information will be used by MWB to compute special ad valorem levies or special assessments which will be imposed by the Towns on the real property within territory of the Towns and shall be computed, collected and paid to MWB in accordance with MWB's rules and regulations. The COUNTY shall ensure that the Towns: a) pay the applicable levies and assessments, b) comply with the applicable rules and regulations of MWB, and c) require any future customers who receive water from the COUNTY'S Water System to be bound and comply with the applicable rules and regulations of MWB.

VII. TERM OF AGREEMENT -

7.1 This AGREEMENT shall be for a period of forty (40) years commencing on the date the Water System is placed into service after certification by the Department of Health. If this

AGREEMENT is not renewed at the end of such term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the COUNTY shall reimburse and acquire from the AUTHORITY, after public hearing, all replacements, additions, betterments or improvements installed by the AUTHORITY at its own cost and expense at any time during the AUTHORITY'S operation of the Water System or any portion thereof. The value of any such replacement, addition, betterment or improvement shall be computed at fair market value as determined by a current appraisal of the replacement, addition, betterment or improvement. Notwithstanding such acquisition by the COUNTY, the AUTHORITY shall have the right to continually use such replacements, additions, betterments or improvements in accordance with paragraph 2.4 hereof.

7.2 In the event that this AGREEMENT is not renewed at the end of such term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the COUNTY further agrees to reimburse the AUTHORITY for any and all sums paid, or credits made, by the AUTHORITY to the COUNTY, if any, pursuant to the terms hereof without interest.

VIII. AUTHORIZED AGENT FOR COUNTY -

8.1 The COUNTY hereby designates the AUTHORITY, as its agent, to enter any building or upon any premises where water is used from supply pipes for the purpose of examining such pipes and the manner of installation thereof.

8.2 The COUNTY hereby designates the AUTHORITY, as its agent, to act on behalf of the COUNTY with respect to any and all Federal, State and other water regulatory matters, including, but not limited to, water quality regulations and security regulations, including all reporting and certifications required by such regulations.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and Seals the day and year first above written.

ONONDAGA COUNTY WATER AUTHORITY

By: _____
Executive Director

**COUNTY OF MADISON
Acting on Behalf of Clockville Water District No. 1**

By: _____
Chairman

CERTIFICATE OF ONONDAGA COUNTY WATER AUTHORITY COUNSEL

I, THE UNDERSIGNED, JEFFREY D. BROWN, THE LEGAL COUNSEL OF THE ONONDAGA COUNTY WATER AUTHORITY (OCWA) DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

JEFFREY D. BROWN, ESQ.
COUNSEL TO OCWA

DATE: _____

CERTIFICATE OF COUNSEL

I, THE UNDERSIGNED, _____, THE LEGAL COUNSEL OF THE COUNTY OF MADISON DO HEREBY CERTIFY AS FOLLOWS: I HAVE EXAMINED THE FOREGOING AGREEMENT AND THE MANNER OF EXECUTION THEREOF AND AM OF THE OPINION THAT THE SAID AGREEMENT HAS BEEN DULY EXECUTED BY THE PROPER PARTIES ACTING THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AND THAT THE SAID AGREEMENT CONSTITUTES VALID AND LEGALLY BINDING OBLIGATIONS UPON THE PARTIES EXECUTING THE SAME IN ACCORDANCE WITH THE TERMS, CONDITONS AND PROVISIONS THEREOF.

COUNSEL TO THE COUNTY OF MADISON

DATE: _____

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

On this _____ day of _____, 2021, before me the undersigned, personally appeared _____, Chairman; _____, 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 individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, in the year 2021 before me, the undersigned personally appeared **Jeffrey D. Brown** 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 individuals, or the person upon which the individual(s) acted, executed the instrument.

Notary Public

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE COUNTY
OF MADISON, NEW YORK**

**RESOLUTION AUTHORIZING
LEASE AGREEMENT**

At a meeting of the Board of Supervisors of the COUNTY OF MADISON, State of New York,
held at the County Building, 138 N. Court St., Wampsville, New York, 13163, on the _____ day of
_____, 2021, at _____ p.m.

PRESENT: _____, Chairman
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor

_____, Supervisor
_____, Supervisor
_____, Supervisor
_____, Supervisor

WHEREAS, the COUNTY of MADISON and the AUTHORITY desire to enter into an Agreement for the lease of a water distribution system and for the supply of water and water service to the CLOCKVILLE WATER DISTRICT NO. 1, and

WHEREAS, the COUNTY of MADISON represents to the AUTHORITY that the CLOCKVILLE WATER DISTRICT NO. 1 was duly established as provided by law, including the imposition of a permissive referendum, and

WHEREAS, the COUNTY of MADISON represents to the AUTHORITY that the COUNTY has the power and the AUTHORITY to bind itself to the provisions of the proposed agreement,

NOW, THEREFORE,

BE IT RESOLVED, that the agreement between the AUTHORITY and the COUNTY of MADISON, New York in the form as is annexed hereto, be and hereby is approved by the COUNTY of MADISON, and

BE IT FURTHER RESOLVED that the Board of Supervisors of the COUNTY of MADISON hereby executes said agreement on behalf of the COUNTY of MADISON and the County Clerk is hereby authorized to deliver a copy of the executed agreement to the AUTHORITY, and any other party.

I, the undersigned, County Clerk of the COUNTY of MADISON, hereby certify that the foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the Board of COUNTY of MADISON, at which a quorum was present, held in the County Clerk's Office,

County Building, 138 N. Court St., Wampsville, New York, 13163 on the ____ day of ____, 2021
at ____ p.m.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 2021

County Clerk

**IN THE MATTER
OF
THE AUTHORIZATION OF AN AGREEMENT
BETWEEN THE AUTHORITY AND THE COUNTY
OF MADISON, NEW YORK**

**RESOLUTION AUTHORIZING
LEASE AGREEMENT**

The AUTHORITY met in regular session in the Town of Salina, County of Onondaga, State of New York on the _____ day of _____, 2021 at _____ p.m.

The meeting was called to order by John V. Bianchini and the following were present, namely:

John V. Bianchini, Chairman
John C. Dougherty, Vice Chair
Michael J. Luber, Secretary
Kenneth C. Gardiner, Treasurer
Benedicte H. Doran, Member

WHEREAS, the COUNTY of MADISON and the AUTHORITY desire to contract for the construction of a water distribution system and for the supply of water and water service to CLOCKVILLE WATER DISTRICT NO. 1 and,

WHEREAS, the COUNTY of MADISON will represent or has represented to the AUTHORITY that the CLOCKVILLE WATER DISTRICT NO. 1 was duly established as provided by law, and

WHEREAS, the COUNTY of MADISON will represent or has represented to the AUTHORITY that the COUNTY has the power and the authority to bind itself to the provisions of the proposed agreement.

NOW, THEREFORE,

BE IT RESOLVED, that the proposed agreement between the AUTHORITY and the

COUNTY of MADISON, New York in substantially the same form as is annexed hereto be and hereby is approved by the AUTHORITY, and

BE IT FURTHER RESOLVED, that the Chairman or the Executive Director of the AUTHORITY be and hereby is authorized to execute said agreement on behalf of the AUTHORITY and to deliver a copy of the executed agreement to the COUNTY of MADISON, New York, and any other party, and

BE IT FURTHER RESOLVED, that the Chairman, Executive Director, and Attorney be and hereby are authorized to carry out the intention of this resolution.

I, the undersigned, Secretary of the AUTHORITY, hereby certify that the foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the AUTHORITY, at which a quorum was present, held in the TOWN of SALINA, County of Onondaga and State of New York on the above date.

I further certify that public notice of this meeting was duly given as required by law.

Dated: _____, 2021

Michael J. Lubber, Secretary

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT
WITH THE NYS UNIFIED COURT SYSTEM FOR COURT CLEANING
AND MINOR REPAIRS FOR 2021-2022**

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts in the State of New York; and

WHEREAS, Madison County is responsible for furnishing and maintaining the Madison County Courthouse; and

WHEREAS, this renewal agreement (No. 300439) shall be effective beginning April 1, 2018, and shall terminate March 31, 2023; and

WHEREAS, the proposed budget for services to be rendered to this agreement for the period of April 1, 2021 through March 31, 2022 shall be \$121,851.00; and

WHEREAS, pursuant to the provisions of Chapter 686 of the laws of 1996, as amended to date, the maximum compensation for the 2021-2022 period shall be 100 percent of the total amount for cleaning and minor repairs and 25 percent for maintenance;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a renewal agreement on behalf of the County of Madison with the NYS Unified Court System, in the form as is on file with the Clerk of the board

Dated: October 12, 2021

Ronald C. Bono, Chairman
Highway, Buildings and Grounds Committee



**UNIFIED COURT SYSTEM
SIXTH JUDICIAL DISTRICT**
THE KILMER BUILDING
31 LEWIS STREET, FIFTH FLOOR
BINGHAMTON, NEW YORK 13901
Phone: (607) 240-5350
Fax: (212) 295-4927

LAWRENCE K. MARKS
Chief Administrative Judge

NORMAN ST. GEORGE
Deputy Chief Administrative Judge
Courts Outside New York City

EUGENE D. FAUGHNAN
District Administrative Judge

PORTER L. KIRKWOOD
District Executive

AMANDA WHALEN-GARNAR
Deputy District Executive

September 7, 2021

Hon. John M. Becker, Chairman
Madison County Board of Supervisors
County Office Building
138 North Court Street, P.O. Box 635
Wampsville, New York 13163

RE: Agreement Between UCS and the County of Madison for Court Cleaning and Minor Repairs (Contract No. 300439); Annual Renewal Letter and Budget (Appendix B) for SFY 2021-2022

Please be advised that pursuant to Section I of the existing contract agreement between the Unified Court System and the County of Madison, we have established a Renewal Period in the five-year term of this agreement. Said Renewal Period commenced on **April 1, 2021** and will terminate on **March 31, 2022**. During this 2021-2022 Renewal Period, all Terms and Conditions of the above-referenced agreement shall continue to apply, except as specified below.

The proposed budget amount for services to be rendered pursuant to this contract in the 2021-2022 SFY shall be \$121,851.00. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2021-2022 Renewal Period shall be 100% of this total amount. The attached, revised Appendix B, detailing the proposed budget for the Renewal Period, shall be incorporated into the original Contract Agreement and shall replace all prior Appendix B documents. The signatures below shall confirm acceptance of this Contract Renewal by the County of Madison and by the UCS.

Contract Renewal Letter for the County of Madison, SFY 2021-2022
(Contract No. C300439)

Accordingly, the original of this letter should be signed by an authorized representative of the County of Madison and the corresponding Acknowledgment Page *should be notarized*. **This Contract Renewal letter and related documents should be signed and notarized; originals returned to this office by October 31, 2021.** *We will return an electronic copy to you for your records. If you wish to receive a hard copy original, please return TWO signed copies of these documents.*

Thank you.

Sincerely,

Porter L. Kirkwood
District Executive

Attachments

Accepted for: The County of Madison

Accepted for: Unified Court System

John M. Becker
Chairman

Maureen McAlary
Director, Division of Financial
Management

Dated _____

Dated _____

Contract Renewal Letter for the County of Madison, SFY 2021-2022
(Contract No. C300439)

ACKNOWLEDGMENT

[illegible]

On the _____ day of _____, 20____, personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ (Title) of _____ (Municipality), the municipality described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said municipality.

Notary Public

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget
(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: **2021-2022**

Name of County or City: **County of Madison**

Court Spaces to be Cleaned and
Repaid Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable		Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
		Square Feet			
Court House, [CH] N Court Street	owned	33,075		33,075	100%
County Office Building [COB] N Court Street	owned	53,796		0	0%
Veterans' Memorial [VMB] N Court Street	owned	31,803		2,288	7%
CH and COB	owned	86,871		33,075	38%
CH, COB and VMB	owned	118,674		35,363	30%
CH, COB, VMB and Public Health [PH]	owned	121,877		35,363	29%
CH, COB, VMB, PH and Dept of Soc. Serv. [DSS]	owned	189,377		35,363	19%
CH, COB, VMB, PH, DSS & Correctional Facility[PSB]	owned	244,817		35,363	14%
COB and PH	owned	67,510		0	0%
CH, COB and PH	owned	89,785		33,075	37%
CH, COB, VMB, PH, PSB	owned	188,117		35,363	19%
CH and VMB	owned	64,878		35,363	55%
COB and PSB	owned	109,236		1,887	2%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:
Name and Address of Affected Building(s)

Nature of Changes

Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	N/A			\$0		
2				\$0		
3				\$0		
4				\$0		
5				\$0		
6				\$0		
1(a) Subtotal:						\$0

1(b) Local Payroll

No. of Positions		Building	Total				
			Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
7	9	CH	\$57,614	\$8,966	\$66,580	100%	\$66,580
8	9	VMB	\$31,388	\$5,458	\$36,846	7%	\$2,579
9							
10							
11							
12							
1(b) Subtotal:							\$69,159

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13 Supplies & Equipment	CH	Lump Sum	\$2,436	100%	\$2,436
14 Supplies & Equipment	VMB	Lump Sum	\$3,164	7%	\$221
15 Supplies & Equipment	CH	Lump Sum	\$5,000	100%	\$5,000
16			\$0		
17			\$0		
18			\$0		
1(c) Subtotal:					\$7,657
1(d) - Total Cleaning Costs (1a+1b+1c):					\$76,816

2 Trash Removal and Disposal

2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19 Madison County	CH	wage/fringe	\$3,767	100%	\$3,767
20 Madison County	VMB	wage/fringe	\$3,767	7%	\$264
21			\$0		
22			\$0		
23			\$0		
2(a) Total:					\$4,031

2(b) Trash Disposal

Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24 Madison County Landfill	CH	Lump Sum	\$3,328	100%	\$3,328
25 Madison County Landfill	VMB	Lump Sum	\$2,675	7%	\$187
26			\$0		
27			\$0		
28			\$0		
29			\$0		
30			\$0		
2(b) Total:					\$3,515

2(c) - Total Trash Removal & Disposal (2a+2b):

2(c)

\$7,546

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
31 N/A			\$0	100%	\$0
32			\$0		
33			\$0		
34			\$0		
3(a) Subtotal:					\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions		Building	Total				
			Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
35	1	CH	\$2,014	\$643	\$2,657	100%	\$2,657
36	1	VMB	\$2,014	\$643	\$2,657	7%	\$186
37			\$0	\$0	\$0		
38			\$0	\$0	\$0		
39			\$0	\$0	\$0		
40			\$0	\$0	\$0		
3(b) Subtotal:							\$2,843

3(c) Filter Changing - Filters Only

Type of Material		Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters (high quality)	CH	Lump Sum	\$1,134	100%	\$1,134
42				\$0		
43	Filters	VMB	Lump Sum	\$82	7%	\$6
44				\$0		
45				\$0		
46				\$0		
3(c) Subtotal:						\$1,139

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$3,983

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d:

4

\$88,344

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

	Code	Building	Describe Work	Total Costs	Aid Eligible Percentage	Budget Request
47	g	CH	Staff work orders (labor and materials)	2,500	100%	\$2,500
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
Total (5):						\$2,500

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$90,844**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
b - Elevators
c - HVAC
d - Telephone Wiring

- e - Security & Alarm Systems
f - Property Maintenance
g - Other (Identify)

Code		Contractor		Type	Contract		Aid Eligible Percentage	Budget Request
				Work Performed	Building	Amounts for Budget Period		
59	a	Gates-Street Svcs	Pest Control		CH	\$312	100%	\$312
60	a	Gates-Street Svcs	Pest Control		VMB	\$156	7%	FALSE
62	b	Alps Elevator	Elevator Inspection		CH	\$300	100%	\$300
66	b	Schindler Elevator	Elevator Inspection		CH	\$7,826	100%	\$7,826
67	b	Schindler Elevator	Elevator Inspection		VMB	\$1,810	7%	\$127
68	c	Upstate Temp Ctrl	HVAC Inspection		CH	\$1,851	100%	\$1,851
69	c	Upstate Temp Ctrl	HVAC Inspection		VMB	\$2,059	7%	\$144
70	c	Upstate Temp Ctrl	HVAC Repairs		VMB	\$2,600	7%	\$182
71	c	Adirondack Comb	HVAC Maintenance		VMB	\$1,176	7%	\$82
72	g	Chem Aqua	Treatment/Prevention		VMB	\$3,191	7%	\$223
74	e	Tyco Fire & Sec	Alarm Inspection/Repair		CH	\$2,397	100%	\$2,397
75	e	Tyco Fire & Sec	Service call		CH	\$1,097	100%	\$1,097
77	e	Tyco Fire & Sec	Alarm Inspection/Repair		VMB	\$1,118	7%	\$78
78	f	TR Enterprises	Blackflow Test		CH	\$499	100%	\$499
79	g	Gregg Meyers	Fire Exting. Inspection		CH	\$106	100%	\$0
80	g	Gregg Meyers	Fire Exting. Inspection		VMB	\$200	7%	\$0
81	g	Davis-Ulmer	Sprinkler Monitoring		CH	\$333	100%	\$333
82	b	Alps Elevator	Elevator Inspection		VMB	\$198	7%	\$14
	f	Hudson Valley	Lawn Service		VMB	\$626	7%	\$44
84	f	Hudson Valley	Lawn Service		COB, CH, PH	\$1,461	37%	\$540
85	c	TBD	Repair to Service		CH	\$50,000	100%	\$50,000
7(a) Subtotal:								\$66,050

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
86	8	CH	\$19,204	\$6,814	\$26,018	100%	\$26,018
87	12	VMB	\$38,530	\$16,782	\$55,312	7%	\$3,872
88			\$0	\$0	\$0		
89			\$0	\$0	\$0		
90			\$0	\$0	\$0		
91			\$0	\$0	\$0		
92			\$0	\$0	\$0		
93			\$0	\$0	\$0		
7(b) Subtotal:							\$29,890

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
93	Supplies & Equipment	CH	Lump Sum	\$3,230	100%	\$3,230
94	Landscape Sup. & Equip.	CH, COB, VMB	Lump Sum	\$5,440	30%	\$1,632
95	Supplies & Equipment	VMB	Lump Sum	\$220	7%	\$15
96				\$0		
97				\$0		
98				\$0		
99				\$0		
7(c) Subtotal:						\$4,878

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d):

\$100,817

8

Total - Building and Property Maintenance Costs:

\$100,817

9

Total Cost Reimbursable @ 25% = (Box 8 x 25%)

\$25,204

10

Total Proposed Direct Costs (Item 6 + Item 9):

\$116,049

11

Overhead Costs (Item 10 x .05):

\$5,802

12

Total Proposed Contract Amount (Item 10 + Item 11):

\$121,851

13 Local Government Certification:
 I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

Title:

Signature:

Date:

County or City:

Address:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No.	Explanation:

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

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

Capital Projects Fund

8342 Clockville Water District No. 1

Expense

	<u>From</u>	<u>To</u>
H834280 529803 Contingency	\$64,363	\$17,585
H834280 529820 Construction Expense	<u>2,212,380</u>	<u>2,259,158</u>
Control Totals	<u>\$2,276,743</u>	<u>\$2,276,743</u>

Dated: October 12, 2021

Ron Bono, Chairman
Highway, Buildings & Grounds Committee

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

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

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

Capital Projects Fund

5132 Highway Facility

Expense

	<u>From</u>	<u>To</u>
H513250 529515 Salt Brine Equipment	\$101,543	\$-0-
H513250 529530 Shop Equipment	368,000	458,273
H513250 529540 DDC Control System	131,864	141,134
H513250 529809 Misc Project Expense	<u>5,000</u>	<u>7,000</u>
Control Totals	<u>\$606,407</u>	<u>\$606,407</u>

Dated: October 12, 2021

Ron Bono, Chairman
Highway, Buildings & Grounds Committee

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

RESOLUTION NO. _____

**DESIGNATING DISPOSAL OF OBSOLETE AND/OR SURPLUS COUNTY PERSONAL
PROPERTY**

WHEREAS, in accordance with Madison County Purchasing Policy and Procedures, certain County personal property is required to be declared obsolete and/or surplus by the Board of Supervisors before disposal; and

WHEREAS, the current County personal property waiting obsolete and/or surplus designation is listed below; and

WHEREAS, the list of items has been reviewed and approved by the Administration and Oversight Committee;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors declares the list of said items as obsolete and/or surplus.

ITEM	DEPARTMENT	MILEAGE	CONDITION	COMMENT
000266- Large Printing Press Abdick 9840	Central Services	n/a	Obsolete	Obsolete
000265-Small Printing Press Abdick 360	Central Services	n/a	Obsolete	Obsolete

Dated: October 12, 2021

David Jones, Chairman
Administration and Oversight Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A LICENSE AGREEMENT
WITH MORRISVILLE FIRE DEPARTMENT**

WHEREAS, the Morrisville Fire Department wishes to utilize the parking lots at the Highway Garage in Eaton for an EVOC Cone Course training;

WHEREAS, the Morrisville Fire Department wishes to utilize the parking lots of 6200 Brown Rd. in the town of Eaton, for the event to be held October 30, 2021; and

WHEREAS, it is in the public interest that the Morrisville Fire Department be permitted to use such premises, and that same constitutes a public use;

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings and Grounds Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to execute a license agreement on behalf of the County of Madison with Morrisville Fire Department, in the form as is on file with the Clerk of the Board.

Dated: October 12, 2021

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee

THIS REVOCABLE LICENSE made this 12 th day of October, 2021, by and between the County of Madison, hereinafter referred to as the "County," and the Morrisville Fire Department;

WITNESSETH:

WHEREAS, Morrisville Fire Department wishes to utilize a portion of the lands of the County in the 6200 Brown Rd. Eaton, for EVOC Cone Course in the parking lot; and

WHEREAS, the County has determined that the use is appropriate and that it is in the public interest that Morrisville Fire Department be permitted to use such premises, and that same constitutes a public use;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

1. The County shall permit Morrisville Fire Department the use of the property located at Highway Garage 6200 Brown Rd. Eaton, NY 13334.
2. Such use shall be limited for the specific dates of 10/30/2021, as more fully described on the attached Schedule A.
3. This agreement shall be interpreted according to the laws of the State of New York. Morrisville Fire Department shall comply with all laws, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments applicable hereto.
4. To the fullest extent permitted by law, Morrisville Fire Department shall defend, indemnify and hold harmless the County of Madison, 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 Morrisville Fire Department 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 negligent, culpable, and/or wrongful act or omission of Morrisville Fire Department, directly or indirectly, and/or by Morrisville Fire Department agents, servants, employees, subcontractors and/or any person or entity employed by Club or for whose conduct or action Morrisville Fire Department may be found or held liable, directly or indirectly. 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, Morrisville Fire Department 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 Morrisville Fire Department.
5. Morrisville Fire Department shall take good care of the premises and make all repairs necessary to preserve the premises in good order and condition at its own cost and expense.

6. Morrisville Fire Department shall make no alterations to the premises without the prior written consent of the County.

7. Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- (a) Workers Compensation Insurance with statutory limits and employers liability coverage.
- (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from the following:
 - 1. premises and operations liability
 - 2. contractual liability
 - 3. products/complete operations
 - 4. personal & advertising injury
 - 5. independent contractors liability.
- (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
- (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
- (e) Professional Liability insurance \$1,000,000 per occurrence and \$2,000,000 per aggregate.

If Morrisville Fire Department 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 Morrisville Fire Department required insurance.

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

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating.

The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

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

8. Either party may terminate this revocable license on 30 days' written notice to the other party. There shall be no liability on the part of the terminating party by reason of same.
9. Morrisville Fire Department shall, at the end of the term, quit and surrender the demised premises in as good order and condition as when received, natural wear and tear and damage by the elements excepted. 10.
10. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

TO THE COUNTY:
John Becker, Chairman
Madison County Board of
Supervisors
Madison County Office Building
Wampsville, New York 13163

TO Morrisville Fire Department _____ :
PO Box 244
Morrisville, NY 13408

or such other addressee as may be hereafter designated by written notice. Any notice becomes effective only when received by the addressee.

IN WITNESS WHEREOF, the parties hereto have executed this Revocable License the day and year first above written.

COUNTY OF MADISON

By: _____
John Becker, Chairman
Madison County Board of Supervisors

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 2021, before me, the undersigned, personally appeared John M. Becker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

Jenkins On the 6 day of Oct, 2021 before me, the undersigned, personally appeared Bran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in Madison County
My Commission Expires: Aug 18, 2025

SHERIE L. CONVERTINO
Notary Public, State of New York
Appointed in Madison Co.
No. 01C05083740
My Commission Expires August 18, 2025

Notary

Schedule A

Use the parking lot at the New Eaton Highway Garage 6200 Brown Rd. Eaton for the EVOC Cone
Course they are doing on October 30th



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2021

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 NBT Insurance Agency LLC 66 South Broad Street Norwich NY 13815		CONTACT NAME: PHONE (A/C, No, Ext): 1-800-965-6264 E-MAIL: cservice@nbtinsurance.com ADDRESS:		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Arch Insurance Company		11150
INSURED Morrisville Fire District PO Box 1111 Morrisville NY 13408		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1654125792

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	Y		MEPK07888209	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MEPK07888209	1/1/2021	1/1/2022	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 \$	Y		MEUM07909509	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 15,000,000 \$
	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 ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Highway garage 6200 brown road Eaton NY 13334

CERTIFICATE HOLDER

CANCELLATION

Madison County office buidling
 138 N court st
 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

TL # Jey

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ACORD 25 (2016/03)

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From: generalmanager@oneida-madison.coop <generalmanager@oneida-madison.coop>
Sent: Friday, September 3, 2021 1:13 PM
To: John Regan <john.regan@madisoncounty.ny.gov>
Subject: New Building Use inquiry

Hello there John;

I was sharing my "super excited" impressions of your awesome new highway building with our Board of Directors here when an idea came up: wondering if we could use and help showcase a bit of fine stylish place for our annual membership meeting which is being held in October. We normally have used the Madison Central School, but fear that access there could be hard to plan around due to the children, education specific rules, special circumstances, etc.

Would you be available to discuss this inquiry late today or sometime next week?

Keith D. Pitman, P.E., CEO

Oneida-Madison Electric Cooperative, Inc.
PO Box 27
Bouckville, New York 13310
315 893-1851

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RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A LICENSE AGREEMENT
WITH ONEIDA-MADISON ELECTRIC COOPERATIVE, INC.**

WHEREAS, the Oneida-Madison Electric Cooperative, Inc. wishes to utilize the Highway Garage in Eaton for an annual member meeting;

WHEREAS, the Oneida-Madison Electric Cooperative, Inc. wishes to utilize 6200 Brown Rd. in the town of Eaton, for the event to be held October 26, 2021; and

WHEREAS, it is in the public interest that the Oneida-Madison Electric Cooperative, Inc. be permitted to use such premises, and that same constitutes a public use;

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings and Grounds Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a license agreement on behalf of the County of Madison with Oneida-Madison Electric Cooperative, Inc., in the form as is on file with the Clerk of the Board.

Dated: October 12, 2021

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee

Facilities Updates 9/29/21

Maintenance Highlights

- Repaired and painted lettering on Oxbow Park sign
- Paint all office interior walls and trim at new landfill offices (old CAC house)
- Helped Supervisor Pete Walrod of Georgetown and Annette Clark of Madison County Office for the Aging plant 911 tree and flowers
- Perform trenching at Delphi Falls for IT cameras
- Moved CAC to Gorman Center location in Oneida
- Continue seasonal grounds work, including park mowing
- Q-Wares- ongoing maintenance requests

Facilities Projects:

- Clockville Water District –OCWA has accepted the Clockville water system and all district residents will now be able to connect. Notifications will be mailed 9/24/21. Bags have also been removed from the fire hydrants and are ready for use. Possible WIAA grant money might be available. B&L reviewing specifications and application.
- New Highway Complex – As of 9/24/21., state codes inspection @ 9:00 (Scott Shane-NYS, Mike-C&S, Greg-Lechase)- As of noon, nothing has been issued as far as Temp CEO or COO. Additional items have been added to the list by Scott Shane which will be distributed Friday afternoon to contractor's from C&S. All on list, Mike from C&S feels can be completed on Monday 9/27. Still holding on occupancy until temp COO or permanent COO issued.
- 3071 Seneca Turnpike Canastota (county owned house that had garage fire) - Property was sold in the county auction for \$46,000.
- Sanitary Sewer Project- Signed agreement from J. Hughes received for inter-municipal agreement with City of Oneida. Funding is being sought by B&L. WIAA grants just announced. B&L is reviewing requirements and we start drafting the application.
- RFP sent out for engineering firm for an emergency generator to support the Emergency Management, IT and Board of Elections Department within the County Office Building. Bid are due 10/14/21.
- Gorman Center building for Mental Health Pathways program. King & King is currently working on the drawings. Construction Bid to tentatively go out 10/19/21 and bids due 11/9/21 for November committee and board approval. Tentative Construction period of 11/19/21-1/21/22 (2 months).
- Preparations for roof repairs at the Public Health and Veterans building have started. Speaking with Tremco (previous vendor that worked on county roof's) regarding possible co-op or state contract pricing. If not, job will most likely need to be bid.
- Scope for engineering firm to survey the needs for Morrisville Highway garage on cedar St has been created and sent to Purchasing to do a RFP for this project. This is to remove the Cedar St. highway garage and buildings. This survey will need to wait until the Morrisville Garages and buildings are emptied.
- Pursuing quotes for minimum 20KW generator for CAC new building (Gorman Building in Oneida).



MADISON COUNTY CENTRAL SERVICES

PO Box 546

Wampsville, New York 13163

(315) 366 2380

To: Buildings & Grounds Committee

From: **Todd Russell** Central Services Technician

Subject: **Central Services Monthly Report** Report Date: 09 / 1 / 20 21

Listed below are the totals for the month August 2021 for the Central Services Department.

PRINTING

Jobs	<u>38</u>	<u>307</u>
Impressions (Copies)	<u>47 109</u>	<u>652,658</u>
Charge Back	<u>1,534.18</u>	<u>22,529.64</u>

YEAR TO DATE

US MAIL Postage

Pieces Processed	<u>33,493</u>	<u>138,239</u>
Charged Postage	<u>19,210.870</u>	<u>99,862.44</u>

UPS / FEDEX / other

Incoming Pieces	<u>253</u>	<u>2450</u>
Outgoing Pieces	<u>115</u>	<u>1,007</u>

Freight & Other Deliveries

Incoming Shipments	<u>19</u>	<u>242</u>
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STOCK Replacement

31
(4 total Items)

138