

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE

COUNTY OFFICE BUILDING
P.O. BOX 636

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



Eileen M. Zehr

Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward

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

Government Operations **Thursday, October 27, 2022 @ 10:30 AM** **Chambers**

MINUTES

10:30 Call Meeting to Order
AM

M. Cavanagh called the meeting to order at 10:20 a.m.

Committee Members present: C. Moses, M. Roberts, R. Vosburg and P. Walrod

Others present: R. Aylward, J. Becker, E. Burns, J. Cunningham, D. Curtis, M. During, C. Edick, S. Field, K. Guinto, C. Kennedy, P. Lutwak, L. Randall, M. Scimone, T. Wayland-Smith, and E. Zehr

Approval of Minutes

- Minutes - September 29, 2022

Motion by Matt Roberts to approve the minutes from September 29, 2022. Second by Cliff Moses. The motion was Passed.

Resolutions:

1. Abolishing an Office Assistant II Position and Creating an Office Assistant-Claims Processor in the Mental Health Department

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

2. Amending the Social Media/Social Networking Policy and Procedures

Motion by Matt Roberts to approve the motion. Second by Rex Vosburg. The motion was Passed.

3. Authorizing Attendance at an Out-of-State NACO Conference (NACo)
Motion by John Becker to approve the motion. Second by Matt Roberts. The motion was Passed.
4. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
Motion by Cliff Moses to approve the motion. Second by John Becker. The motion was Passed.
5. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
Motion by Rex Vosburg to approve the motion. Second by Matt Roberts. The motion was Passed.
6. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
Motion by Cliff Moses to approve the motion. Second by Matt Roberts. The motion was Passed.
7. Authorizing Commencement of a Lawsuit
Motion by Pete Walrod to approve the motion. Second by Cliff Moses. The motion was Passed.
8. Authorizing the Transfer of Real Property
Motion by Rex Vosburg to approve the motion. Second by Matt Roberts. The motion was Passed.
Abstain: Moses
9. Authorizing the Chairman to Enter Into an Agreement with L.G. Boucher
Motion by Pete Walrod to approve the motion. Second by Matt Roberts. The motion was Passed.
10. Authorizing the Chairman to Enter into an Agreement with ProArch Technologies
Motion by Rex Vosburg to approve the motion. Second by Matt Roberts. The motion was Passed.
11. Authorizing the Chairman to Enter into an Agreement with Microsoft
Motion by Cliff Moses to approve the motion. Second by Pete Walrod. The motion was Passed.
12. Authorizing the Chairman to Renew and Agreement with OneGroup for Professional Consulting Services
Motion by Pete Walrod to approve the motion. Second by Rex Vosburg. The motion was Passed.

13. Authorizing the Renewal of an Agreement with Delta Dental
Motion by Rex Vosburg to approve the motion. Second by Matt Roberts. The motion was Passed.
14. Authorizing the Renewal of an Agreement with MVP Health Care
Motion by Cliff Moses to approve the motion. Second by Matt Roberts. The motion was Passed.
15. Authorizing the Chairman to Enter into an Agreement (WellNow Urgent Care)
Motion by Pete Walrod to approve the motion. Second by Rex Vosburg. The motion was Passed.
16. Designating Newspapers for 2023
Motion by Matt Roberts to approve the motion. Second by Pete Walrod. The motion was Passed.
17. Authorizing Attendance at an Out-of-State Conference (Planning Department)
Motion by Matt Roberts to approve the motion. Second by Cliff Moses. The motion was Passed.
18. Authorizing the Chairman to Enter into an Enterprise Agreement with Day Automation
Motion by Matt Roberts to approve the motion. Second by Cliff Moses. The motion was Passed.

Other Committee Business

M. Scimone reviewed the Employee Engagement Survey with committee members.

1. Information Technology - Shared Services & Security
P. Lutwak discussed the shared services the Information Technology Department is providing the Towns and Villages.
2. MOTION TO ENTER EXECUTIVE SESSION
Motion by Rex Vosburg to Enter Executive Session. Second by Matt Roberts. The motion was Passed.
Motion by Matt Roberts to Exit Executive Session. Second by John Becker. The motion was Passed.
3. Litigation
4. Labor Relations
5. Negotiations

Preferred Agenda

It was the consensus of the committee to allow any eligible resolutions from today's meeting to be added to the preferred agenda. All resolutions were voted on and approved by the committee.

Next Meeting:

1. To Be Determined

Adjourn

Motion by Matt Roberts to adjourn the meeting. Second by Rex Vosburg. The motion was Passed.

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE

COUNTY OFFICE BUILDING
P.O. BOX 636

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



Eileen M. Zehr

Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward

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

Government Operations **Thursday, September 29, 2022 @ 10:30 AM** **Chambers**

MINUTES

10:30 Call Meeting to Order
AM

DRAFT

M. Cavanagh called the meeting to order at 10:04 a.m.

Committee Members present: C. Moses, M. Roberts, R. Vosburg and P. Walrod

Others present: R. Aylward, E. Burns, D. Curtis, M. During, C. Edick, S. Field, K. Guinto, T. Hood, C. Kennedy, M. Keville, P. Lutwak, L. Randall, M. Scimone, H. Tulchinsky, T. Wayland-Smith, W. Wilcox and E. Zehr

Approval of Minutes

- August 25, 2022 - Minutes

Motion by Pete Walrod to approve the minutes from August 25, 2022. Second by Rex Vosburg. The motion was Passed.

Resolutions:

1. Adopting Local Law No. 6 for the Year 2022

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

2. Authorizing Attendance at an Out-of-State Committee Meeting (Highway)

Motion by Rex Vosburg to approve the resolution. Second by Pete Walrod. The motion was Passed.

3. Authorizing the Chairman to Enter into an Agreement with Madison County Council on Alcoholism and Substance Abuse (dba, BRIDGES) for EAP Services

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

4. Authorizing the Chairman to Modify an Agreement with SEDARA

Motion by Rex Vosburg to approve the resolution. Second by Cliff Moses. The motion was Passed.

5. Authorizing the Chairman to Renew an Enterprise Agreement with Sedara

Motion by Rex Vosburg to approve the resolution. Second by Matt Roberts. The motion was Passed.

6. Authorizing the Chairman to Enter into an Agreement with Gila LLC d/b/a Municipal Services Bureau

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

7. Authorizing the Chairman to Execute the Humana Group Medicare Advantage Plan Renewal for Plan Year 2023

Motion by Rex Vosburg to approve the resolution. Second by Matt Roberts. The motion was Passed.

8. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)

Motion by Rex Vosburg to approve the resolution. Second by Pete Walrod. The motion was Passed.

9. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)

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

10. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)

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

11. Authorizing the Modification of the Adopted 2022 County Budget (Solid Waste - Reallocation of ARPA Funds)

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

12. Amending the Employee Recognition Policy

Motion by Cliff Moses to approve the resolution. Second by Rex

Vosburg. The motion was Passed.

13. Amending the Unpaid Job Shadowing and Internship Policy and Procedures

Motion by Rex Vosburg to approve the resolution. Second by Pete Walrod. The motion was Passed.

14. Amending the Wage Rates and Fringe Benefits for Non-Represented Employees in White Collar Unit Job Titles Policy and Procedures

Motion by Matt Roberts to approve the resolution. Second by Rex Vosburg. The motion was Passed.

15. Revising the Madison County Management Compensation Plan

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

16. Establishing a Finance Department

Motion by Rex Vosburg to approve the resolution. Second by Pete Walrod. The motion was Passed.

Absent: Moses, Roberts

17. Establishing the 2022 Salary for the Assistant District Attorney-DWI

Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

Absent: Moses, Roberts

18. Resolution Approving Settlement Agreement

Motion by Mary Cavanagh to approve the resolution. Second by Pete Walrod. The motion was Passed.

Other Committee Business

Sheriff Hood addressed the committee on the staffing shortage in the jail. The committee discussed that the employee shortage is state wide and they acknowledged the marketing steps being taken to promote working for Madison County

1. 2023 Departmental Position Requests

E. Zehr presented the list of departmental positions being requested for 2023.

2. MOTION TO ENTER EXECUTIVE SESSION

Motion by Rex Vosburg to Enter into Executive Session. Second by Cliff Moses. The motion was Passed.

Absent: Roberts

Motion by Pete Walrod to Exit Executive Session. Second by Rex Vosburg. The motion was Passed.

Absent: Moses, Roberts

3. Litigation
4. Labor Relations
5. Negotiations
6. Personnel Matters
7. Salary Matter

Preferred Agenda

It was the consensus of the committee to allow any eligible resolutions from today's meeting to be added to the preferred agenda. All resolutions were voted on and approved by the committee

Next Meeting:

1. October 27, 2022 - Immediately Following Finance, Ways and Means Committee

Adjourn

Motion by Pete Walrod to adjourn the meeting. Second by Rex Vosburg. The motion was Passed.

Absent: Moses, Roberts

RESOLUTION NO. _____

ABOLISHING AN OFFICE ASSISTANT II POSITION AND CREATING AN OFFICE ASSISTANT-CLAIMS PROCESSOR IN THE MENTAL HEALTH DEPARTMENT

WHEREAS, the Director of Community Mental Health Services recommends that a full-time Office Assistant II position be abolished due to an assessment of duties previously completed by that position; and

WHEREAS, the Director of Community Mental Health Services has determined that specialized training and experience are required for the position; and

WHEREAS, the Director of Community Mental Health Services has requested a full-time Office Assistant-Claims Processor be created to accommodate duties; and

WHEREAS, the Personnel Officer certifies that Office Assistant-Claims Processor is the appropriate classification based on the description of duties submitted for this position; and

WHEREAS, this request was reviewed and approved in accordance with the vacancy review procedure by the Health and Human Services Committee and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that one full-time Office Assistant II position be and hereby is abolished effective immediately; and

BE IT FURTHER RESOLVED that one full-time Office Assistant-Claims Processor position be and hereby is created effective immediately; and

BE IT FURTHER RESOLVED that the Director of Community Mental Health Services be and hereby is authorized to fill said position in accordance with Civil Service Law and Rule, effective immediately.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

AMENDING THE SOCIAL MEDIA/SOCIAL NETWORKING POLICY AND PROCEDURES

WHEREAS, on April 8, 2014, the Madison County Board of Supervisors adopted the Social Media/Social Networking Policy and Procedures by Resolution No. 88-14; and

WHEREAS, the policy established procedures and guidelines for departments and employees to effectively and productively use of social media for the purpose of conducting County business; and

WHEREAS, the policy and procedures requires updates due to the evolution of social media and to reflect how these social media sites and platforms are used by departments and employees; and

WHEREAS, the amendments to this policy have been reviewed and approved by the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED, the Chairman of the Board of Supervisors approve the amending of the Social Media/Social Networking Policy, making the changes effective immediately.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(NACo)**

WHEREAS, the 2023 NACo Legislative Conference will be held in Washington D.C. from February 11 - 14, 2023; and

WHEREAS, the 2023 NACo Legislative Conference provides education and communication among all Counties throughout New York State and is beneficial for members of the Madison County Government to be in attendance; and

WHEREAS, the following members of the Madison County Government are requesting to attend said conference:

Mary Cavanagh, Oneida Supervisor, Wards 1,2,3
Brandee DuBois, Oneida Supervisor, Wards 4,5,6
Melissa During, Lincoln Supervisor
Rex Vosburg, DeRuyter Supervisor
Tina M. Wayland-Smith, County Attorney

WHEREAS, this request has been approved by the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that the above listed members of the Madison County Government be and hereby are authorized to attend said conference at a cost not to exceed \$ 3,000.00 per individual.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(ARPA)**

BE IT RESOLVED, that the 2022 Adopted County Budget be modified as follows:

General Fund

3411 Office of Emergency Management (ARPA)

Expense

	<u>From</u>	<u>To</u>
A341130 529064 Material Handling Equipment	\$40,000	\$47,500
A341130 540251 Concrete Pad for Vehicles-EMTC	<u>65,000</u>	<u>57,500</u>
Control Totals	<u>\$105,000</u>	<u>\$105,000</u>

Dated: November 10, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(American Rescue Plan Act of 2021)**

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

1631 County Buildings (ARPA)

Expense

	<u>From</u>	<u>To</u>
A163110 529355 Generator-County Office Building	\$516,104	\$745,887
A163110 540352 Morrisville Highway Garage Site	<u>1,550,000</u>	<u>1,320,217</u>
Control Totals	<u>\$2,066,104</u>	<u>\$2,066,104</u>

Dated: November 10, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(American Rescue Plan Act of 2021)**

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

9999 Non Departmental Revenue

Revenue

	<u>From</u>	<u>To</u>
A999995 440895 Fed Aid Coronavirus Fiscal Recovery Funds	\$ <u>9,406,771</u>	\$ <u>9,466,771</u>

Control Total		\$ <u>60,000</u>
---------------	--	------------------

1631 County Buildings (ARPA)

Expense

A163110 540116 Mowing Expense	\$ <u>-0-</u>	\$ <u>60,000</u>
-------------------------------	---------------	------------------

Control Total		\$ <u>60,000</u>
---------------	--	------------------

Dated: November 10, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

AUTHORIZING THE COUNTY ATTORNEY TO COMMENCE A LAWSUIT

WHEREAS, Madison County has a Third Party Administrator of Claims, LG Boucher, who investigates claims and makes recommendations regarding payment/adjustment of claims; and

WHEREAS, LG Boucher has investigated a motor vehicle accident occurring on 1/31/22, where a motor vehicle was stolen from John's Auto Restoration repair shop in Rome, NY, then caused damage to a Madison County Sheriff Office's patrol vehicle in the amount of \$ 1,446.41; and

WHEREAS, LG Boucher determined that John's Auto Restoration was liable for the damages incurred, as they are negligent as the individual who stole the vehicle was a former employee who knew where the spare key to the shop building was, entered and stole tools and the vehicle in question; and

WHEREAS, LG Boucher, on behalf of the Madison County Department of Law, has made numerous attempts to collect this debt;

NOW, THEREFORE, BE IT RESOLVED, that the County Attorney or her designee is hereby authorized to commence suit against John's Auto Restoration to collect damages owed to Madison County in the amount of \$ 1,446.41.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

AUTHORIZING THE TRANSFER OF REAL PROPERTY

WHEREAS, Madison County has constructed and is now utilizing an up-to-date highway facility located at 6200 Brown Road, Eaton, NY; and

WHEREAS, the aforementioned Brown Road facility has replaced a now deconstructed out-of-date highway garage located on Cedar Street in the Village of Morrisville, NY (also known as Tax Map Nos.: 111.14-1-14 and 111.14-1-21); and

WHEREAS, Madison County no longer has a use for the Cedar Street property; and

WHEREAS, the Town of Eaton has a use for the property and has asked the County to take it over; and

WHEREAS, Madison County, under the authority of General Municipal Law §72-h, intends to gift the above-mentioned Cedar Street property to the Town Eaton, but will retain an approximate 40 feet by 40 feet parcel and an easement to access said parcel;

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board is hereby authorized to execute any and all documents in connection with the conveyance of the property from Madison County to the Town of Eaton, which said documents are to be prepared by the Department of Law.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

William N. Zupan, Chairman
Highway, Buildings and Grounds Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH L.G. BOUCHER**

WHEREAS, on January 1, 2014, Madison County changed insurance carriers from Trident to Houston Casualty; and

WHEREAS, that with Houston Casualty the County now has a Third Party Administrator of our claims; and

WHEREAS, L.G. Boucher has, among other things, investigated all tort claims made against the County; provided reports on claims to the County, vigorously pursued any subrogation and loss recoveries and made recommendations regarding payment/adjustment of claims or settlement of claims;

WHEREAS, L.G. Boucher will provide the services of the Third Party Claims at a cost of \$36,000.00 per year, to be paid at a rate of \$3,000.00 per month;

WHEREAS, the term of this contract will be from January 1, 2023 through December 31, 2023;

WHEREAS, this agreement has been reviewed and approved by the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of Madison County with L.G. Boucher, a copy of which is on file with the Clerk of the Board.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

AGREEMENT

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

, with principal offices at PO Box 570, Galway, NY 12074

hereinafter called the "Contractor";

WITNESSETH

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

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

- 1) **TERM:** The term of this contract shall be from January 1, 2023 through December 31, 2023. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to Madison County Attorney, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor Thirty-six Thousand Dollars (\$36,000.00); at a rate of Three Thousand Dollars (\$3,000.00) per month.

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.

12/16/21

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

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

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

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

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.
To access the County's Training Video and Acknowledgement Form, please visit the following links: [Corporate Compliance Training Video](#) and [Corporate Compliance Training Acknowledgement Form](#).

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

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

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

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

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

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

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

Exclusion Screening Statement:

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

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

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

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

Initials

GWB

- 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)~~
- e) ~~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.~~

12/16/21

- 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.~~

Initials
GWB

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.~~

Initials
GWB

3) Commercial Umbrella

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

4) Workers Compensation and Employers Liability

- a) Statutory limits apply.

5) Disability Benefits-New York State Statutory Requirements.

6) (Optional – check if to be required)

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

Initials
GWB

7) x (Optional – check if to be required)

Professional Liability - with a limit of \$1,000,000 per claim and \$2,000,000.00
 aggregate.

8) (Optional – check if to be required)

Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) **(Optional – check if to be required)**
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

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

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

Waiver of Subrogation:

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

Certificates of Insurance:

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

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

MADISON COUNTY

DATED: _____

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

DATED: _____

By:  _____
Gustave Boucher
L.G. Boucher

STATE OF NEW YORK)
COUNTY OF MADISON)

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

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

Notary Public

12/16/21

STATE OF New York)
 COUNTY OF Saratoga)

On the 22nd day of October, 2022, before me, the undersigned, personally appeared Gustave Boulder 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.

MICHELLE ALLEN
 Notary Public, State of New York
 Qualified in Saratoga County
 Registration No. 01AL6379978
 Commission Expires Aug. 27, 2026

Notary Public, State of New York
 Appointed in Saratoga County
 My Commission Expires: August 27 2026

Michelle Allen
 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

L. G. Boucher

Company Name

Sworn to before me this
22nd day of October, 2022



Notary Public

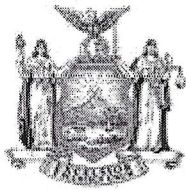
MICHELLE ALLEN
Notary Public, State of New York
Qualified in Saratoga County
Registration No. 01AL6379978
Commission Expires Aug. 27, 2026

SCHEDULE A SCOPE OF SERVICES

Plan of Services:

1. General Services:

- a. Investigate all tort claims made against the County;
 - b. Provide periodic written reviews and reports on all claims to the County or any required or designated agencies of the county;
 - c. Provide any administrative and clerical work in connection with managing and tracking the claims;
 - d. Vigorously pursue any subrogation and loss recoveries;
 - e. Establish and maintain individual files for each claim, which files shall be the sole and exclusive property of the County;
 - f. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to claims;
 - g. Retain and store, at the County's request, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County.
2. Make recommendations and retain defense counsel to represent the County in any proceedings related to such claims.
 3. Be prepared to retain counsel chose from the County's panel of lawyers/firms.
 4. Monitor and document the status of all County tort claims so as to be able to provide the county with a current status report upon request.
 5. Provide detailed and cumulative claims analysis reports to the County in electronic from on an annual basis, select item and summary reports from Consultant's Standard Report Guide, as may be selected by the County, which indicated cumulative claims and loss and expense payment; quarterly basis upon request.



**Department of
Financial Services**

BOUCHER, GUSTAVE W

**BOUCHER, GUSTAVE W
5505 CROOKED ST
BROADALBIN, NY 12025**

LICENSE NUMBER: IA-841842

IS LICENSED AS AN INDEPENDENT ADJUSTER FOR

General Auto Damage & Theft Appraisals

EFFECTIVE DATE: January 01, 2023

EXPIRATION DATE: December 31, 2024

UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED



In Witness Whereof,
I have caused my official seal to
be affixed at the city of Albany

**Adrienne A. Harris
Superintendent**



6-15,16-102522-3970515



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2022

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 Upstate Agency, LLC 103 Main Street South Glens Falls NY 12803		CONTACT NAME: Debra Romeo PHONE (A/C, No, Ext): (518) 792-5841 FAX (A/C, No): (518) 793-3627 E-MAIL ADDRESS: debra.romeo@upstateagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mount Vernon Fire Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 26522	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master E&O **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Errors and Omissions	Y		SP2553239E	10/01/2022	10/01/2023	Each Claim Limit 1,000,000 Annual Aggregate Limit 2,000,000 Deductible 1,000

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

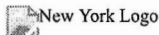
Certificate holder is Additional Insured when required by written contract or agreement

CERTIFICATE HOLDER

CANCELLATION

Madison County Court Street 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
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) Gustave W Boucher 5505 Crooked St Broadalbin, NY 12025 Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-466-4925 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 273635602
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Madison County PO Box 635 Court Street Wampsville, NY 13163	3a. Name of Insurance Carrier Sequoia Insurance Company 3b. Policy Number of entity listed in box "1a": QWC1188678 3c. Policy effective period: 1/1/2022 to 1/1/2023 3d. The Proprietor, Partners or Executive Officers are: ☐ included (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded

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

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Signature 10/24/2022
 (Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

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

Workers' Compensation Law**Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.**

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

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

C-105.2 (9-17) REVERSE



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) GUSTAVE W BOUCHER 5505 CROOKED STREET BROADALBIN, NY 12025 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-882-1864 1c. Federal Employer Identification Number of Insured or Social Security Number 35602
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Madison County PO Box 635 Court St Wampsville, NY 13163	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL629124 3c. Policy effective period 01/01/2022 to 12/31/2023

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

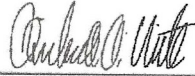
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/24/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

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

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
PROARCH TECHNOLOGIES**

WHEREAS, Madison County will be moving from an on premise Exchange server to Microsoft Exchange Online; and

WHEREAS, this process will need consultation; and

WHEREAS, the Information Technology Department recommends using ProArch Technologies at a cost not to exceed \$33,000.00; and

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

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

Dated: November 10, 2022

Mary B. Cavanagh, Chairman
Government Operations Committee

RESOLUTION NO. _____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH MICROSOFT

WHEREAS, Madison county will be moving from an on premise Exchange server to Microsoft Exchange Online; and

WHEREAS, a volume licensing agreement with Microsoft is needed; and

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

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

Dated: November 10, 2022

Mary B. Cavanagh, Chairman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN
AGREEMENT WITH ONEGROUP
FOR PROFESSIONAL CONSULTING SERVICES**

WHEREAS, OneGroup has provided the County with professional consulting services for the employee and retiree health plans and actuarial services for the past several years; and

WHEREAS, due to the complexity of health plan administration, the increasing costs of providing health insurance coverage and the specialization needed for actuarial valuation and reporting, it is necessary to retain the services of professional consultants; and

WHEREAS, the agreement is for professional consulting services for 2023 at a maximum cost of \$4,000.00 per month; and

WHEREAS, the actual monthly expense will vary, depending on the amount of commissions applied each month; and

WHEREAS, these commissions are built into one of the County's fully insured healthcare plans and the premium amounts for that plan will not change regardless of whether the commissions are allocated to the County's health benefit consultants; and

WHEREAS, the proposal made by OneGroup has been reviewed and approved by the Health Plan Administrator and the Government Operations Committee.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board be, and hereby is, authorized to execute a renewal with OneGroup, as is on file with the Clerk of the Board of Supervisors.

Dated: November 17, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE RENEWAL OF
AN AGREEMENT WITH DELTA DENTAL**

WHEREAS, Madison County offers dental coverage for its eligible employees that is self-funded; and

WHEREAS, Delta Dental has developed administrative fees for the current program offering for fiscal years 2023 - 2025; and

WHEREAS, the administrative fees reflect a decrease of 28% from the 2022 plan year and will be \$3.49 per enrollee, per month; and

NOW, THEREFORE, BE IT RESOLVED, that the County's agreement with Delta Dental be, and hereby is, renewed for the period of January 1, 2023 through December 31, 2025.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE RENEWAL OF
AN AGREEMENT WITH MVP HEALTH CARE**

WHEREAS, Madison County offers a Health Maintenance Organization (HMO) option for health insurance coverage for its eligible employees; and

WHEREAS, MVP Health Care has developed premium rates for the HMO portion of the County's health insurance program for fiscal year 2023; and

WHEREAS, the 2023 annualized rates, reflecting an increase of 5.8% from the 2022 plan year, are as follows:

Single - \$13,578
2-Person - \$31,229.40
Family - \$33,266.04

WHEREAS, this is a community-rated plan and the rate increases are primarily due to the experience of the overall claims pool.

NOW, THEREFORE, BE IT RESOLVED, that the County's agreement with MVP Health Care be, and hereby is, renewed for the period of January 1, 2023 through December 31, 2023.

Dated: November 10, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
(WellNow Urgent Care)**

WHEREAS, the Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing of employees who are required to have commercial driver's licenses (CDL) for the performance of their duties; and

WHEREAS, this federal law requires pre-employment, random, post accident and reasonable suspicion testing for CDL holders; and

WHEREAS, a written policy has been adopted that requires a pre-placement examination and controlled substances screening of an applicant who has been offered a permanent, full-time or permanent, part-time position in Madison County; and

WHEREAS, 2023 rates for required services have been negotiated with WellNow Urgent Care for a two year contract period; and

WHEREAS, the Government Operations Committee has reviewed and approved the agreement with WellNow Urgent Care for the provision of these services,

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board of Supervisors be and hereby is authorized to enter into the agreement with WellNow Urgent Care for the period January 1, 2023 through December 31, 2024 as is on file with the Clerk to the Board.

DATED: November 17, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

DESIGNATING NEWSPAPERS FOR 2023

WHEREAS, Subdivision 2 of Section 214 of the County Law states that the Board of Supervisors shall annually designate two newspapers to publish local laws, notices and other matters required by law to be published; and

WHEREAS, in designating such newspapers, “. . .consideration shall be given to those newspapers [with] general circulation throughout the county”; and

WHEREAS, Subdivision 1 of Section 214 of County Law requires that a majority of the members of the Board of Supervisors from each party designate a newspaper for the publication for concurrent resolutions, election notices issued by the secretary of state, and the official canvass; and

WHEREAS, a majority of the members of the Board of Supervisors from each party have designated the *Oneida Daily Dispatch* and *Rome Sentinel* as the papers to publish the concurrent resolutions, the election notices issued by the secretary of state, and the official canvass;

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors hereby designates the following newspapers for the following official publications:

Concurrent Resolutions	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Official Canvass	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Election Notices	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Official Notices	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Local Laws, Notices, and other matters required by law to be published	<i>Oneida Daily Dispatch or Rome Sentinel</i>

BE IT FURTHER RESOLVED, that a copy of each County legal advertisement shall be distributed by the official County newspapers to all of the following located in Madison County: Town Clerks, Village Clerks, City Clerks, Public Libraries and Reading Centers, County Clerk, Clerk of the Board of Supervisors, County Veterans, and County Board of Elections.

Dated: December 15, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. ____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Planning Department)**

WHEREAS, the 2022 Youth Symposium is being held on November 14-16, 2022, in Charlotte North Carolina; and

WHEREAS, Ellen Bowe, Workforce Development Supervisor, has been recommended to attend this conference; and

WHEREAS, these expenses are included in the Federal WIOA allocation, thereby costing no County tax dollars; and

WHEREAS, this request has been reviewed and approved by the Planning Committee and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that Ellen Bowe be and hereby is authorized to attend said conference in November 2022.

DATED: November 10, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

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

WHEREAS, video surveillance and access control security is needed on the Emergency Management Training Center doors and building; and

WHEREAS, Day Automation is the security company that the county utilizes for access control and video surveillance; and

WHEREAS, the Information Technology Department recommends using Day Automation as the installers and integrators of this system at a cost not to exceed \$26,000.00; and

WHEREAS, funds for this project are allocated in the State Homeland Security Grant; and

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

Dated: November 10, 2022

Mary B. Cavanagh, Chairman
Government Operations Committee