



MADISON COUNTY BOARD OF SUPERVISORS

JOHN M. BECKER

Chairman

MARK SCIMONE

County Administrator

EMILY C. BURNS

Clerk

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MADISON COUNTY BOARD OF SUPERVISORS

Meeting Agenda - Tuesday, December 5, 2023

Meeting Schedule

9:00 A.M. - Finance, Ways and Means Committee - Chambers

9:30 A.M. - Committee of the Whole - All Supervisors - Chambers

11:00 A.M. - Board of Supervisors Meeting - Chambers

Immediately Following Board Meeting - Government Operations Committee - County Attorney Conference Room

Unfinished Business

Unfinished Business, TABLED By: Supervisor Corbin, 2nd By: Supervisor Stepanski
Resolution No. 23-439 Modifying the Sales Tax Allocation From Madison County to Towns and Villages

Resolutions - Preferred Agenda

By Government Operations Committee:

1. Fixing time for Holding Meetings During 2024
2. Fixing Time and Date to Organize the Board in 2024
3. Acknowledging the Introduction of Proposed Local Law No. 7 for the Year 2023 and Calling for a Public Hearing

By Finance, Ways and Means Committee:

4. Authorizing the Modification of the 2023 Adopted Budget (5113 Consolidated Highway)
5. Authorizing the Modification of the 2023 Adopted County Budget (8340 Clockville Water District)
6. Authorizing the Modification of the 2023 Adopted County Budget (7988 Snowmobile Trails Maintenance)
7. Authorizing the Modification of the 2023 Adopted County Budget (9901 Contribution to Other Funds Expense)

By Health and Human Services Committee:

8. Authorizing the Chairman to Enter into an Agreement with Liberty Resources, Inc.
9. Appointing Members to the Madison County Youth Bureau Youth Board
10. Reappointing Members to the Madison County Youth Bureau Youth Board

11. Authorizing the Chairman to Enter into an Agreement with Consumer Services of Madison County, Inc.
12. Authorizing the Chairman to Enter into an Agreement with Madison County Council on Alcoholism and Substance Abuse (dba, BRiDGES)
13. Authorizing the Chairman to Enter into an Agreement with BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc (RFP P17-23) (Suicide Prevention)
14. Authorizing the Chairman to Enter into an Agreement with BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc (RFP P18-23) (Vaping)

By Planning, Economic Development, Environmental and Intergovernmental Affairs Committee:

15. Authorizing the Chairman to Approve the Proposed Action by Madison County Industrial Development Agency in Connection with a certain Commercial Project for The Oneida Group LLC
16. Authorizing the Chairman to Modify and Extend an Agreement with Beardsley Architects and Engineers for Delphi Falls County Park Design Project
17. Authorizing an Agreement with the Madison County Soil and Water Conservation District for Maintenance of the Drainage Network in the Cowaselon Creek Watershed District
18. Authorizing an Agreement with Madison County Soil and Water District for an Annual Stream Maintenance and Resiliency Program
19. Authorizing Chairman to Enter into an Agreement between Madison County Soil and Water Conservation District and Madison County (FL-LOWPA)
20. Authorizing Madison County to enter into Easement Agreement with the Town of Brookfield

By Criminal Justice, Public Safety and Emergency Communications Committee:

21. Authorizing the Chairman to Enter Into an Agreement with J. Scott Porter, Esq. for Appellate Case Services
22. Authorizing the Chairman to Enter Into an Agreement with Brenda Shimer, Court Reporter, for Stenographer and Transcription Services
23. Authorizing the Chairman to Enter Into an Agreement with Jessica Thompson, Court Reporter, for Stenographer and Transcription Services

Resolutions – Regular Agenda

24. Adopting Budgets for the County of Madison for Fiscal Year 2024
25. Appropriation for Conduct of County Government for Fiscal Year 2024
26. Apportionment of County Taxes
27. Levying Unpaid Central School District Taxes
28. Levying Unpaid Village Taxes
29. Authorizing the Modification of the 2024 Adopted County Budget (9901 Contribution to Other Funds Expense)
30. Authorizing the Modification of the 2024 Adopted County Budget (1410 County

Clerk)

31. Authorizing the Chairman to Modify an Agreement with D.H. Smith Co. Inc.
32. Authorizing the Chairman to Enter into an agreement with Johnson Controls, Inc.
33. Authorizing the Modification of the 2023 Adopted County Budget (Early Intervention)
34. Authorizing the Chairman to Enter into a Lease Agreement with the Southern Madison County Volunteer Ambulance Corp. Inc for Use of Ambulances
35. Designating Madison County as Lead Agency for SEQRA Review for the Proposed Award of an Operations, Maintenance, and Lease Agreement to New England Waste Services of N.Y., Inc.
36. Introducing Proposed Local Law No. 8 for the Year 2023 and Calling for a Public Hearing
37. Calling for a Public Hearing on the Proposed Award of an Operations, Maintenance, and Lease Agreement to the New England Waste Services of N.Y., Inc

PUBLIC COMMENT PERIOD

ANY OTHER BUSINESS

Emily C. Burns, Clerk

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Click on Departments - Board of Supervisors

For Public Comment please contact the Madison County Board of Supervisors by email
at publiccomment@madisoncounty.ny.gov

UNFINISHED BUSINESS

Tabled By: Supervisor Corbin, 2nd by: Supervisor Stepanski

RESOLUTION NO. 23-439

MODIFYING THE SALES TAX ALLOCATION FROM MADISON COUNTY TO TOWNS AND VILLAGES

WHEREAS, in accordance with Section 1262(d) of the Real Property Tax Law, Madison County allocates net sales tax collections generated outside the City of Oneida with the towns and villages, on the basis of full valuation of real property; and

WHEREAS, these allocations are first used to reduce County real property tax rates in the towns and villages in accordance with the Law; and

WHEREAS, currently Madison County shares 50% of net sales tax collections, outside the City of Oneida, with the towns and villages; and

WHEREAS, New York State continues to push costly mandates down to counties, while providing inadequate funding or no aid whatsoever; and

WHEREAS, a prime example is New York State withholding enhanced Federal Medicaid Assistance Percentage funding from counties for the State's Medicaid program, resulting in a \$1,372,587 increase in cost for Madison County in 2024; and

WHEREAS, New York State officials have asserted that counties should be able to finance these mandates with sales tax revenue; and

WHEREAS, following review of other New York State counties' sales tax sharing arrangements, it was noted that Madison County has one of the most generous sales tax distribution formulas, resulting in its retention of less sales tax revenue to finance State mandates; and

WHEREAS, Madison County continues to expand upon shared services and provides for other services benefiting its municipalities, such as: highway, road patrol, information technology, emergency medical services, soil and water conservation, economic development, various not-for-profit agencies, and animal control; and

WHEREAS, the County wishes to maintain these services benefiting its municipalities and residents into the future, while being required to finance State mandates, but implores some relief.

NOW, THEREFORE, BE IT RESOLVED that the sales tax allocation from Madison County to Towns and Villages be modified to limit the annual distribution to a maximum of \$16,500,000, the approximate amount allocated in fiscal year 2022; and

BE IT FURTHER RESOLVED that this modification to the sales tax allocation is effective beginning with the first quarter 2025 allocation that will be distributed in April 2025.

Dated: November 16, 2023

Rex Vosburg, Supervisor

Rex Vosburg, Supervisor
Town of DeRuyter

RESOLUTION NO. 23-_____

FIXING TIME FOR HOLDING MEETINGS DURING 2024

RESOLVED, that pursuant to provisions contained in Section 152 of the County Law, the Madison County Board of Supervisors shall hold meetings on the second Tuesday of each month, such meeting to be called at 11:00 a.m.; and

BE IT FURTHER RESOLVED, that the session held in November shall be designated as the "**ANNUAL SESSION**" and shall convene on the Thursday following Election Day;

NOW, THEREFORE BE IT RESOLVED that the Board hereby sets the first day of "Annual Session" for **Thursday, November 7, 2024 at 11:00 a.m.**

Dated: December 5, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

FIXING TIME AND DATE TO ORGANIZE THE BOARD IN 2024

RESOLVED, that pursuant to provisions in Section 151 of the County Law, **Tuesday, January 2, 2024 at 11:00 a.m.**, at the County Office Building, Wampsville, New York is hereby fixed as the date, time and place of the meeting to organize the Board of Supervisors for the year 2024; with the Board commencing immediately following the Organization meeting for their first regular monthly meeting.

Dated: December 5, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**ACKNOWLEDGING INTRODUCTION OF PROPOSED LOCAL LAW NO. 7
FOR THE YEAR 2023 AND CALLING FOR A PUBLIC HEARING**

WHEREAS, Supervisor Walrod has duly authorized proposed Local Law No. 7 for the year 2023, fixing the salaries of certain County Officials for the year 2024; and

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

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held on the proposed local law in the Chambers of the Board of Supervisors at the Madison County Office Building on December 14, 2023 at 11:10 a.m., or as soon as possible thereafter; and

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

Dated: December 5, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

**COUNTY OF MADISON
LOCAL LAW NO. 7
FOR THE YEAR 2023**

**A LOCAL LAW FIXING THE SALARIES OF CERTAIN COUNTY OFFICIALS
FOR 2024**

BE IT ENACTED, by the Board of Supervisors of the County of Madison as follows:

SECTION 1. TITLE. This Local Law shall be titled “A Local Law Fixing the Salaries of Certain County Officials for the Year 2024”.

SECTION 2. PURPOSE AND INTENT: The annual salaries of the following County officials are fixed as follows commencing January 1, 2024:

	<u>1/1/2024</u>
Madison County Human Resources Director	118,061
Madison County Commissioner of Social Services	107,485
Madison County Real Property Tax Services Director	85,685

SECTION 3. AUTHORITY. This local law is adopted subject to permissive referendum as provided in Section 24 of Municipal Home Rule Law.

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

County Road Fund

5113 Consolidated Highway Program (CHIPs)

Expense

	<u>From</u>	<u>To</u>
D511350 547330 Contract Paving	\$2,733,653	\$2,811,726
D511350 547350 In-Place Recycling	<u>2,690,800</u>	<u>2,612,727</u>
Control Totals	<u>\$5,424,453</u>	<u>\$5,424,453</u>

Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

Water Fund

8340 Clockville Water District No. 1

Revenue

	<u>From</u>	<u>To</u>
FX834080 424001 Interest & Earnings	\$ <u>481</u>	\$ <u>2,481</u>

Control Total		\$ <u>2,000</u>
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Expense

FX834080 540215 Bond Issuance Expense	\$ <u>10,500</u>	\$ <u>12,500</u>
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Control Total		\$ <u>2,000</u>
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Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

General Fund

7988 Snowmobile Trails Maintenance

Expense

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

Control Total

\$11,650

Revenue

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

\$11,650

Dated: December 5, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

General Fund

9901 Contribution to Other Funds

Expense

	<u>From</u>	<u>To</u>
A990199 594101 Transfer to Road Machinery Mid-Year	\$ <u>0-</u>	\$ <u>279,500</u>
Control Total		\$ <u>279,500</u>

Fund Balance

A 300599 Appropriated Fund Balance	\$ <u>7,090,061</u>	\$ <u>7,369,561</u>
Control Total		\$ <u>279,500</u>

Road Machinery Fund

5130 Road Machinery Repairs & Expense

Expense

DM513050 529061 Roof Expense	\$ <u>775,500</u>	\$ <u>1,055,000</u>
Control Total		\$ <u>279,500</u>

Revenue

DM513050 450326 Transfer from General Fund Mid-Year	\$ <u>0-</u>	\$ <u>279,500</u>
Control Total		\$ <u>279,500</u>

Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
LIBERTY RESOURCES, INC.**

WHEREAS, Madison County desires to contract with Liberty Resources, Inc. to provide (OMH) Respite, Health Home Care Management, and Supported Housing, and to provide (OASAS) Alcohol Community Residence program (Maxwell House) and permanent Supported Housing services and other specific services; and

WHEREAS, the NYS Office of Mental Health has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2024 through December 31, 2024; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2024 through December 31, 2024; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue (OMH)	\$ 361,943
Full 100% State Revenue (OASAS)	\$ 457,411
Madison County appropriation of not more than	\$ 0
Total	\$ 819,354; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

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

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

APPOINTING MEMBERS TO THE MADISON COUNTY YOUTH BUREAU YOUTH BOARD

WHEREAS, the Madison County Board of Supervisors must approve the appointment of members to the Madison County Youth Bureau Youth Board, which acts as a community advisory board to the Madison County Youth Bureau; and

WHEREAS, the following individuals have been recommended by the membership of the Madison County Youth Bureau Youth Board for appointment to the Youth Board and has been approved by the Health and Human Services Committee;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors does hereby appoints the following individual to the Madison County Youth Bureau Youth Board for the term indicated below:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Cindy Ciaralli	136 Willow Tree Terrace, Oneida	1/1/24-12/31/25
Reenie Dailey	2471 Stables Road, Chittenango	1/1/24-12/31/25
Jeremy Wattles	226 Bates Avenue, Oneida	1/1/24-12/31/25

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

REAPPOINTING MEMBERS TO THE MADISON COUNTY YOUTH BUREAU YOUTH BOARD

WHEREAS, the Madison County Board of Supervisors must approve the appointment of members to the Madison County Youth Bureau Youth Board, which acts as a community advisory board to the Madison County Youth Bureau; and

WHEREAS, the following individuals have been recommended by the membership of the Madison County Youth Bureau Youth Board for reappointment to the Youth Board and have been approved by the Health and Human Services Committee;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors does hereby reappoint the following individuals to the Madison County Youth Board for the terms indicated below:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Matthew Roberson	102 Laura Court, Chittenango	1/1/24-12/31/24
Marla Velky-Reger	3833 Charles Road, Cazenovia	1/1/24-12/31/25

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
CONSUMER SERVICES OF MADISON COUNTY, INC.**

WHEREAS, Madison County desires to contract with Consumer Services of Madison County, Inc. to provide Personalized Recovery Oriented Services (PROS) services and other specific services; and

WHEREAS, the Office of Mental Health has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2024 through December 31, 2024; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue	\$ 101,886
Madison County appropriation of not more than	\$ 0
Total	\$ 101,886; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized execute an agreement on behalf of the County of Madison with Consumer Services of Madison County, Inc. in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
MADISON COUNTY COUNCIL ON ALCOHOLISM AND SUBSTANCE ABUSE
(dba, BRIDGES)**

WHEREAS, Madison County desires to contract with Madison County Council on Alcoholism and Substance Abuse (dba, BRIDGES) to provide community alcoholism information and referral, prevention and education, and to provide BRIDGES Middle School educational services and other specific services; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2024 through December 31, 2024; and

WHEREAS, Madison County has agreed to fund \$10,000 on all approved expenses for the period January 1, 2024 through December 31, 2024, subject to review on an annual basis; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue (OASAS)	\$ 443,660
Madison County appropriation of not more than	\$ 10,000
Total	\$ 453,660; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Madison County Council on Alcoholism and Substance Abuse (dba, BRIDGES) in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH BRIDGES, MADISON COUNTY COUNCIL ON ALCOHOLISM AND SUBSTANCE
ABUSE INC. (RFP P17-23)**

WHEREAS, in the report of the 2018 Madison County Teen Assessment Project (TAP) Survey released in the spring of 2019, 32 to 45% of students, grade level dependent, have felt depressed, helpless, hopeless, or very sad for a period of two weeks or longer and 14 to 21% seriously considered attempting suicide; and

WHEREAS, BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc. submitted a proposal to the Madison County Youth Bureau for the promotion, organization, training and implementation of the Sources of Strength Suicide Prevention Program, a peer to peer youth led program which is an evidence-based, upstream approach to suicide prevention supported by the Center for Disease Control and the Substance Abuse and Mental Health Services Administration; and

WHEREAS, Sources of Strength's expected short-term impact will be to increase involvement of youth in training and activities that promote resiliency of youth, and to increase parental/adult and youth awareness of current issues and trends facing teens and increased involvement and open communication with their own children and/or children they work with; and

WHEREAS, the Madison County Youth Bureau Youth Board evaluated the proposal on October 3, 2023, and has recommended the allocation of \$25,536.43 in county funding to operate the proposed program during the period of January 1, 2024, to December 31, 2024, and the Health and Human Services Committee has approved the allocation;

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 BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc. in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH BRIDGES, MADISON COUNTY COUNCIL ON ALCOHOLISM AND SUBSTANCE
ABUSE INC. (RFP P18-23)**

WHEREAS, in 2018, the US Surgeon General declared vaping a public health crisis among youth; and

WHEREAS, despite this, no additional resources have been allocated by the NYS Office of Addiction Services and Supports or the NYS Department of Health for vaping education and cessation and alternative funding is needed to respond to an ever present community need; and

WHEREAS, BRIDGES submitted a proposal to the Madison County Youth Bureau for the promotion, organization, training and implementation of youth vaping education and awareness to support presentations in school classrooms, an alternative to suspension program (My/Our Healthy Future) and youth cessation (N-O-T on Tobacco in Madison County Schools, all of which implements support services at each of the tiers of the Addiction Medicine Classification System, universal, selected and indicated; and

WHEREAS, the Madison County Youth Bureau Youth Board evaluated the proposal on November 7th, 2023, and has recommended the allocation of \$27,000 in in NYS Office of Children and Family Services to operate the proposed program during the period of January 1, 2024, to September 30, 2024, and the Health and Human Services Committee has approved the allocation; and

WHEREAS, these costs are reimbursed 100% by State Aid and it is understood that any reduction in State Aid will result in a commensurate reduction in agency funding;

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 BRIDGES, Madison County Council on Alcoholism and Substance Abuse, Inc. in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on September 21, 2023 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the City of Oneida Joint Zoning Board of Appeals/Planning Commission (the “Planning Board”) was designated to act as “lead agency” with respect to the Project and (B) acknowledged receipt of a copy of the Negative Declaration from the Planning Board issued on June 13, 2023 (the “Negative Declaration”) in which the Planning Board determined that that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on November 16, 2023 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in the making of retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project Facility is located in a highly distressed area, (C) determined, following a review of the

Public Hearing Report, that the Project would serve the public purposes of the Act by creating and preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Board of Supervisors of Madison County, as the elected legislative body of Madison County, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

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

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

RESOLVED, that this resolution shall take effect immediately.

Dated: December 5th, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO.23- _____

**AUTHORIZING THE CHAIRMAN TO MODIFY AND EXTEND AN AGREEMENT WITH
BEARDSLEY ARCHITECTS AND ENGINEERS FOR A DELPHI FALLS COUNTY PARK
DESIGN PROJECT**

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

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

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

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

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

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

Dated: December 5th, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

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

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

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

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

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

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

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

Dated: December 5, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING AN AGREEMENT WITH MADISON COUNTY SOIL AND WATER DISTRICT
FOR AN ANNUAL STREAM MAINTENANCE AND RESILIENCY PROGRAM**

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the cost of this program will not exceed \$150,000.00, which was appropriated within the 2023 Madison County Budget.

Dated: December 5, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

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

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

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

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

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

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

Dated: December 5, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

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

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

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

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

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

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

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

Dated: December 5, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
J. SCOTT PORTER, ESQ. FOR APPELLATE CASE SERVICES**

WHEREAS, the Madison County District Attorney's Office must contract out for appellate case services; and

WHEREAS, J. Scott Porter, Esq. can provide the services needed; and

WHEREAS, J. Scott Porter, Esq. will provide appellate case services charging \$158.00 per hour and the IRS standard mileage rate per mile to argue appeal if necessary; and

WHEREAS, the term of this contract will be from January 1, 2024 through December 31, 2024;

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 J. Scott Porter, Esq., in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications 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, J. Scott Porter
with principal offices at 78 Cayuga Street, Seneca Falls, New York 13148
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, 2024 through December 31, 2024. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.
 - 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to William G. Gabor,
District Attorney, or his/her designee.
 - 3) **COMPENSATION:** The County hereby agrees to pay the contractor
\$158.00 per hour and the IRS standard mileage rate per mile to argue appeal if necessary
- Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.
 - 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

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

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

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

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) ☐ (Check if to be required)

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

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

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

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

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

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

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

2) **Automobile Liability**

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

3) **Commercial Umbrella**

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

4) **Workers Compensation and Employers Liability**

☐ Insurance not required. Contractor is a sole proprietor.

5) **Disability Benefits**

☐ Not required for the services to be provided.

6) ☐ **Optional** – check if to be required)

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

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

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

Waiver of Subrogation:

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

Certificates of Insurance:

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

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

MADISON COUNTY

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

DATED: Nov. 1, 2023

By: _____

J. Scott Porter, Esq.

STATE OF NEW YORK)
COUNTY OF MADISON)

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

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

Notary Public

STATE OF New York)
COUNTY OF Seneca)

On the 1 day of November, 20 23, before me, the undersigned, James Scott Porter personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in Wayne County
My Commission Expires: 7/7/2027

Notary Public

Angela Redder

ANGELA REDDER
NOTARY PUBLIC STATE OF NEW YORK
WAYNE COUNTY
LIC. #01RE0010705
COMM. EXP. 07/07/2027

Version 5/1/23

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

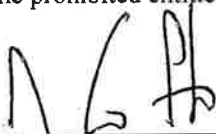
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited 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.

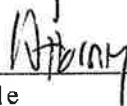
By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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
 Law Office of J. Scott Pickett

 Company Name

Sworn to before me this

1 day of November, 2023

Notary Public


ANGELA REDDER
 NOTARY PUBLIC STATE OF NEW YORK
 WAYNE COUNTY
 LIC. #01RE0010705
 COMM. EXP. 07/07/2027

Version 5/1/23

**SCHEDULE A
SCOPE OF SERVICES**

TO HANDLE ALL ASPECTS OF ASSIGNED APPELLATE CASES AT A RATE OF \$158.00 PER HOUR; INCLUDING

- RECORD INCLUDING RECORD ON APPEAL
- BRIEF
- ORAL ARGUMENT

THE 2024 STANDARD MILEAGE RATE PER MILE TO ARGUE APPEAL(S) IF NECESSARY

Version 5/1/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 USI Affinity 90 Matawan Road, Suite 203 Matawan, NJ 07747	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED J. Scott Porter 78 Cayuga Street Seneca Falls NY 13148	INSURER A: CNA INSURANCE COMPANIES		NAIC # 20443
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						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 ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lawyers Professional Liability			425165238	10/10/2023	10/10/2024	Each Claim	\$ 2,000,000
							Aggregate	\$ 2,000,000
							Deductible	\$ 2,000

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

CERTIFICATE HOLDER

CANCELLATION

J. Scott Porter 78 Cayuga Street Seneca Falls NY 13148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
BRENDA SHIMER, COURT REPORTER, FOR STENOGRAPHER AND
TRANSCRIPTION SERVICES**

WHEREAS, the Madison County District Attorney's Office must contract out for stenography and transcription services; and

WHEREAS, Brenda Shimer can provide the services needed; and

WHEREAS, Brenda Shimer will provide stenographer services charging \$350.00 per day and transcriptions charging \$4.50 per page; and

WHEREAS, the term of this contract will be from January 1, 2024 through December 31, 2024;

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 Brenda Shimer, in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH JESSICA THOMPSON, COURT REPORTER, FOR STENOGRAPHER AND
TRANSCRIPTION SERVICES**

WHEREAS, the Madison County District Attorney's Office must contract out for stenography and transcription services; and

WHEREAS, Jessica Thompson can provide the services needed; and

WHEREAS, Jessica Thompson will provide stenographer services charging \$350.00 per day and transcriptions charging \$4.50 per page; and

WHEREAS, the term of this contract will be from January 1, 2024 through December 31, 2024;

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 Jessica Thompson, in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

ADOPTING BUDGETS FOR THE COUNTY OF MADISON FOR FISCAL YEAR 2024

WHEREAS, tentative budgets for the year 2024 have been duly presented to the Board by the Budget Officer and public hearings have been duly advertised and held;

NOW, THEREFORE BE IT RESOLVED, pursuant to Section 261, Section 271, Section 299-P and Section 360 of the County Law, said tentative budgets, as changed, altered and revised, be and the same is hereby adopted as the budget for Madison County for the year 2024, said budget being attached hereto and made a part of this resolution.

Dated: December 5, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

APPROPRIATION FOR CONDUCT OF COUNTY GOVERNMENT FOR FISCAL YEAR 2024

WHEREAS, this Board by Resolution dated the 5th of December 2023, has adopted a budget for the fiscal year 2024;

NOW, THEREFORE BE IT RESOLVED, pursuant to Section 356 of the County Law, the several amounts specified in such budget in the column entitled "**ADOPTED**" be and hereby are appropriated for the objects and purposes specified effective January 1, 2024.

Dated: December 5, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

APPORTIONMENT OF COUNTY TAXES

WHEREAS, the Committee on Apportionment has apportioned the amount set forth in the budget for 2024, to be raised by tax on real property among the Towns and City of Oneida in proportion to the full value of real property liable to taxation in the various districts;

NOW, THEREFORE BE IT RESOLVED, that the attached amounts are hereby levied against the real property of each Town and City of Oneida.

Dated: December 5, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

LEVYING UNPAID CENTRAL SCHOOL DISTRICT TAXES

WHEREAS, Subsection 1330 of the New York State Real Property Tax Law directs the County Treasurer to transmit to the Board of Supervisors a listing of unpaid Central School District Taxes returned to her and remaining unpaid for the purpose of re-levying the unpaid amounts with accrued interest and penalties to date upon the real property which the same were imposed; and

WHEREAS, there has been delivered to the Board of Supervisors a Central School District Tax Report, which report is on file with the Clerk of the Board; and

WHEREAS, it is anticipated that a supplemental report will be delivered on or about December 15, 2023 in the event payments made prior to December 1, 2023 are returned for insufficient funds;

NOW, THEREFORE BE IT RESOLVED, that the unpaid Central School District Taxes as listed on the unpaid Central School District Tax Report so delivered, together with such unpaid taxes as shall be contained in a supplemental report be relevied onto the 2024 Town and County Tax Roll.

Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance Ways and Means Committee

RESOLUTION NO. 23-_____

LEVYING UNPAID VILLAGE TAXES

WHEREAS, Subsection 1442 of the New York State Real Property Tax Law directs the County Treasurer to transmit to the Board of Supervisors a listing of unpaid Village Taxes returned to her and remaining unpaid for the purpose of re-levying the unpaid amounts with accrued interest and penalties to date upon the real property upon which the same were imposed; and

WHEREAS, there has been delivered to the Board of Supervisors a Village Tax Report, which report is on file with the Clerk of the Board; and

WHEREAS, it is anticipated that a supplemental report will be delivered on or about December 15, 2023 in the event payments made prior to December 1, 2023 are returned for insufficient funds;

NOW, THEREFORE BE IT RESOLVED, that the unpaid Village Taxes as listed on the unpaid Village Tax Report so delivered, together with such unpaid taxes as shall be contained in a supplemental report be relevied onto the 2024 Town and County Tax Roll.

Dated: December 5, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2024 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2024 Adopted County Budget be modified as follows:

General Fund

9901 Contribution to Other Funds

Expense

	<u>From</u>	<u>To</u>
A990199 594100 Contribution to Road Machinery Fund	\$ <u>3,039,931</u>	\$ <u>2,760,431</u>
Control Total		(\$ <u>279,500</u>)

Fund Balance

A 300599 Appropriated Fund Balance	\$ <u>7,750,000</u>	\$ <u>7,470,500</u>
Control Total		(\$ <u>279,500</u>)

Road Machinery Fund

5130 Road Machinery Repairs & Expense

Expense

DM513050 529061 Roof Expense	\$ <u>279,500</u>	\$ <u>-0-</u>
Control Total		(\$ <u>279,500</u>)

Revenue

DM513050 450312 Contribution from General Fund	\$ <u>3,039,931</u>	\$ <u>2,760,431</u>
Control Total		(\$ <u>279,500</u>)

Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2024 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2024 Adopted County Budget be modified as follows:

General Fund

1410 County Clerk

Expense

	<u>From</u>	<u>To</u>
A141010 511000 Personal Services Full Time	\$1,032,344	\$1,027,344
A141010 582100 Social Security & Medicare Expense	86,730	86,348

1990 Contingent Fund

Expense

A199010 544440 Contingent Fund	\$761,899	\$750,643
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3510 Control of Animals

Expense

A351030 542700 Wanderers Rest Contract	<u>\$110,920</u>	<u>\$127,558</u>
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Control Totals	<u>\$1,991,893</u>	<u>\$1,991,893</u>
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Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH
D.H. SMITH CO. INC. FOR THE REPLACEMENT OF LARKIN ROAD BRIDGE**

WHEREAS, sealed bids were opened on April 13, 2023 for the Replacement of Larkin Road Bridge over Sangerfield River, BIN 3308580, in the Town of Hamilton, Madison County, Bid 23-15, and reviewed by the Highway Buildings and Grounds Committee on April 26, 2023, and

WHEREAS, the Highway Buildings and Grounds Committee approved awarding the bid to D.H. Smith Co. Inc. with a term from October 1, 2023 through December 1, 2023 and;

WHEREAS, since the project will not be completed by the termination date of December 1, 2023, a modification is needed to extend the termination date to June 30, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors, be and is hereby authorized to approve the modification to the agreement on behalf of the County of Madison with D.H. Smith Co. Inc., in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

William N. Zupan, Chairman

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

RESOLUTION NO 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
JOHNSON CONTROLS, INC**

WHEREAS, Madison County Facilities has identified a need to install/upgrade the equipment for the temperature control system for the Isolation Unit within the County Public Service Building; and

WHEREAS, Johnson Controls, Inc, who have successfully perform this service in the past, has agreed to provide these services per NYS Contract PT#68817 pricing, commencing November 17, 2023 continuing through December 31, 2024, in the amount of \$63,185.98; and

WHEREAS, the funds for this project have been allocated within the 2023 adopted county budget; and

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings & Ground 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 Johnson Controls, Inc, in the form as is on file with the Clerk of the Board.

Dated: December 5, 2023

William N. Zupan, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

WHEREAS, the Madison County Health Department provides transportation services to Madison County Children through the Early Intervention program; and

WHEREAS, due to increased enrollment in Early Intervention center based program, there has been a significant increase in transportation costs and there is not sufficient funds budgeted for the program needs; and

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

<u>Expense</u>	<u>From</u>	<u>To</u>
A296120.511000 Personal Services F/T	\$246,387	\$242,387
A296120.513000 Personal Services P/T	7,000	3,000
A296120.586100 Employee Health Insurance	41,250	31,000
A296120.541190 Transportation 0-2	100,000	118,250
Total	\$394,637	\$394,637
Control Total		<u>\$0</u>

Dated: December 5, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A LEASE AGREEMENT WITH THE
SOUTHERN MADISON COUNTY VOLUNTEER AMBULANCE CORP, INC FOR USE OF
AMBULANCES**

WHEREAS, pursuant to Madison County Resolution 22-526, the Madison County Board of Supervisors approved the operation of an Advanced Life Support (ALS) Transporting Service within Madison County known as Madison County EMS; and

WHEREAS, the Southern Madison County Volunteer Ambulance Corp., Inc. (COMAC) ceased emergency medical service operations on November 11, 2023; and

WHEREAS, Madison County EMS is now the primary emergency medical service agency for the Town of Hamilton and portions of the Towns of Brookfield and Lebanon; and

WHEREAS, SOMAC owns a building suitable for EMS operations located at 86 Lebanon Street in the Village of Hamilton; and

WHEREAS, it is appropriate and necessary for SOMAC and the County of Madison to enter into a Lease Agreement for Madison County to utilize the SOMAC building to facilitate EMS operations.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be and hereby is authorized to execute a Lease Agreement with the Southern Madison County Volunteer Ambulance Corp, Inc. for use of the SOMAC building located at 86 Lebanon Street in the Village of Hamilton for the purpose of facilitating emergency medical service operations.

Dated: December 5, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety, and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**DESIGNATING MADISON COUNTY AS LEAD AGENCY FOR SEQRA REVIEW FOR THE
PROPOSED AWARD OF AN OPERATIONS, MAINTENANCE, AND LEASE AGREEMENT
TO NEW ENGLAND WASTE SERVICES OF N.Y., INC.**

WHEREAS, pursuant to General Municipal Law 120-w, Madison County proposes to award an Operations, Maintenance, and Lease Agreement (OMLA) to New England Waste Services of N.Y., Inc., a wholly owned subsidiary of Casella Waste Systems; and

WHEREAS, the proposed award of the OMLA is a Type I action for purposes of environmental review under SEQR, as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the SEQRA Full Environmental Assessment Form Parts 1 and 2, have been reviewed by the Madison County Board of Supervisors; and

WHEREAS, Madison County has determined that the NYSDEC is an involved agency;

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors hereby determines that: 1) this action is a Type I action for purposes of SEQR; 2) Madison County declares its intent to act as lead agency; 3) the Chairman of the Madison County Board of Supervisors hereby is authorized to sign Parts 1 and 2 of the Full Environmental Assessment Form; 4) Madison County shall circulate Parts 1 and 2 of the Environmental Assessment form and notify all involved agencies that it shall be lead agency for this action unless it receives written objection to this determination within thirty (30) days from the date of mailing of such notice; and

BE IT FURTHER RESOLVED that Madison County staff and consultants are hereby authorized to take all actions, serve all notices, and complete all documents in order to give full force and effect to this determination.

Dated: December 5, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**INTRODUCING PROPOSED LOCAL LAW NO. 8 FOR THE YEAR 2023 AND CALLING FOR
A PUBLIC HEARING**

WHEREAS, the Board of Supervisors hereby introduces, and calls for a public hearing on Local Law No. 8 for the year 2023, which amends Local Law No. 3 for the year 2004 by repealing Section III (4)(c); and

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

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held on the proposed local law in the Chambers of the Board of Supervisors at the Madison County Office Building on December 19, 2023 at 4:00 p.m., or as soon as possible thereafter; and

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

Dated: December 5, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

**COUNTY OF MADISON - NOTICE OF ADOPTION
LOCAL LAW NO. 8 OF 2023**

NOTICE IS HEREBY GIVEN, that Local Law No. 8 of 2023 was duly adopted by the Madison County Board of Supervisors on December 19, 2023.

TITLE

A LOCAL LAW AMENDING LOCAL LAW NO. 3 FOR THE YEAR 2004 BY REPEALING
SECTION III (4) (c)

PURPOSE

To amend Local Law No. 3 of 2004 by repealing Section III (4) (c)

GENERAL EFFECT

The proposed Amendment is to repeal Section III (4) (c) [Solid Waste generated outside the County will not be accepted at the County Landfill or at any other Facility located in the County, except pursuant to approval by the Board of Supervisors.]

AVAILABILITY FOR FURTHER REVIEW

A copy of said local law may be obtained by any interested party in the office of the Clerk to the Board of Supervisors, located at the County Office Building #4, second floor, Wampsville, New York during regular business hours.

Requests to review the entire text of this local law may be made in writing or in person to the Clerk to the Board of Supervisors at the following address:

Emily C. Burns, Clerk
Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

Upon such request, a copy of such entire text will be made available without charge for on premises review at the office of the Clerk to the Board of Supervisors at the above address or at the office of the Clerk of the Town, Village or City in the County of Madison nearest to the residence of the requesting party. Individual copies will be provided upon request at rates prevailing under Article 6 of the Public Officers Law.

Dated: December 5, 2023

Emily C. Burns, Clerk
Madison County
Board of Supervisors

RESOLUTION NO. 23-_____

**CALLING FOR A PUBLIC HEARING ON THE PROPOSED AWARD OF AN OPERATIONS,
MAINTENANCE, AND LEASE AGREEMENT TO NEW ENGLAND WASTE SERVICES OF
N.Y., INC.**

WHEREAS, Madison County issued a Request for Proposals to Lease and Operate the County's Solid Waste Facilities (P14-23), in accordance with the requirements of General Municipal Law 120-w; and

WHEREAS, the County has reviewed the proposals and has made a determination that awarding an agreement to New England Waste Services of N.Y., Inc., a wholly owned subsidiary of Casella Waste Systems, provides the greatest net revenue and best overall value to Madison County; and

WHEREAS, the Madison County Board of Supervisors hereby calls for a public hearing, in accordance with General Municipal Law 120-w on the proposed award;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held on the proposed award of an Operations, Maintenance, and Lease Agreement to New England Waste Services of N.Y., Inc. in the Chambers of the Board of Supervisors at the Madison County Office Building on December 19, 2023 at 4:05 p.m., or as soon as possible thereafter; and

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

Dated: December 5, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee