



MADISON COUNTY BOARD OF SUPERVISORS

JOHN M. BECKER

Chairman

MARK SCIMONE

County Administrator

CINDY URTZ

Clerk

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MADISON COUNTY BOARD OF SUPERVISORS

Meeting Agenda - Tuesday, August 9, 2022

Meeting Schedule

10:00 a.m. Committee of the Whole - All Supervisors - Chambers

11:15 a.m. Public Hearing - CDBG Application STK Electronics dba PELCO - Chambers

11:20 a.m. Public Hearing - LL#3 of 2022 Adopt Amendments to the NYS Open Meetings Law for Expanded use of Video Conferencing - Chambers

Resolution of Appreciation

1. Resolution of Appreciation - Retiree Recognition

Resolutions - Preferred Agenda

By Government Operations Committee:

2. Abolishing a Registered Professional Nurse Position and Creating a Public Health Nurse Position in the Public Health Department
3. Abolishing a Caseworker Position and a Caseworker Assistant Position and Creating a Senior Caseworker Position in the Department of Social Services
4. Appointing a Corporate Compliance Officer
5. Appointing an Americans with Disabilities Act (ADA) Coordinator
6. Amending the Americans with Disabilities Act (ADA) Grievance Procedure
7. Adopting the NYS Archives Retention Schedule LGS-1 as Madison County's Current List by Subject Matter

By Finance, Ways and Means Committee:

8. Authorizing the Modification of the 2022 Adopted County Budget (Mental Health Office Equipment/Furniture)
9. Authorizing the Modification of the 2022 Adopted County Budget (Highway-County Road Fund)
10. Authorizing the modification of the 2022 adopted county budget (Wayfinding Signage)
11. Authorizing the Modification of the 2022 Adopted County Budget (1930 Liability Insurance)
12. Authorizing Treasurer to Collect Unclaimed Funds on Behalf of Madison

County, New York

13. Establishing a Year-End Budget Transfer Policy
14. Acknowledging Introduction of Proposed Local Law No. 4 for the Year 2022 and Calling for a Public Hearing

By Administration and Oversight Committee:

15. Approving Trade-In of 1998 Ingersoll Rand Roller
16. Designating Disposal of Surplus County Personal Property
17. Amending Purchasing Policy and Procedures

By Health and Human Services Committee:

18. Appointing a Member to Madison County Board of Health
19. Foster Boarding Home Rates (Regular, Therapeutic, Special Needs and Emergency Foster Boarding Homes)
20. Foster Boarding Home Rates (Foster Parents, Adoptive Parents or KinGap Guardians)
21. Authorizing the Modification of the 2022 Adopted Budget (Rental Supplement Program)
22. Authorizing the Chairman to Enter into an Agreement with Chittenango Central School District for a Satellite Mental Health Clinic
23. Authorizing the Chairman to Enter into an Affiliate Agreement with Healthy Alliance IPA, LLC

By Criminal Justice, Public Safety and Emergency Communications Committee:

24. Authorizing the Chairman to Enter Into an Agreement with Thomson Reuters Enterprise - West Publishing Corporation on Behalf of the Madison County Assigned Counsel Program
25. Authorizing Participation in a Federal Traffic Safety Grant and Modifying the 2022 County Budget
26. Authorizing Acceptance of a Reimbursement Grant Award from New York State Sheriff's Association to Madison County Sheriff's Office and Modifying the 2022 Adopted County Budget
27. Authorizing Acceptance of Grant Award from NYS Office of Children and Family Services to Madison County Sheriff's Office for Madison County Children's Advocacy Center and Modification of the 2022 Adopted County Budget
28. Authorizing Participation in a Federal Grant and Modifying the 2022 County Budget
29. Authorizing the Chairman to Enter into an Agreement with Madison-Oneida BOCES for Inmate Continuing Education

By Highway, Buildings and Grounds Committee:

30. Authorizing the Chairman to Enter into an Agreement with Barton and Loguidice, D.P.C. for the Design and Construction Support of Larkin Road Bridge Replacement

31. Authorizing the Chairman to Enter into an Agreement with Town & County Bridge and Rail, Inc.
32. Authorizing the Chairman to award Bid 22-10 and enter into an agreement with Atlantic Contracting Partners, LLC
33. Authorizing the Chairman to Enter into an Agreement with King & King Architects, LLP
34. Authorizing the Chairman to Enter into an Agreement with LaBella Associates, D.P.C.

By Solid Waste and Recycling Committee:

35. Entering into New Standard Waste Disposal Agreements for the Term 2021-2023 (Ritter & Paratore, Rasmussen Excavating, Marshmill Ranch, Oneida ANY AM)
36. Increasing the Not-to-Exceed Limit of an Agreement with Cornerstone Engineering & Geology, PLLC for Professional Engineering Services
37. Authorizing the Chairman to Enter into an Agreement with Eggan Excavating and Equipment Co., Inc. for Vacuum Truck Services

Resolutions – Regular Agenda

38. Madison County Board of Supervisors Oppose Legislation S.51001/A.41001 or any Further Regulations to be Imposed on Responsible and Legal Gun Owners
39. Authorizing the Chairman of the Board to Enter into an Agreement (New York State Nurses Association)
40. Adopting Local Law No. 3 for the year 2022
41. Appointing a member to the Region 7 Department of Environmental Conservation Regional Advisory Committee on Open Space
42. Appointing members to the Region 7 Fish & Wildlife Management Board
43. Appointing a Clerk to the Board of Supervisors

APPROVAL OF VOUCHERS FOR PAYMENT

PUBLIC COMMENT PERIOD

ANY OTHER BUSINESS

Cindy Urtz, Clerk

Visit our Website at: www.madisoncounty.ny.gov
Click on Departments - Board of Supervisors

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

RESOLUTION NO. 22-_____

RESOLUTION OF APPRECIATION – RETIREE RECOGNITION

WHEREAS, the Madison County Board of Supervisors believes that County employees should be recognized for their faithful service to the public; and

WHEREAS, recognition of the distinguished service of a certain County employee with an upcoming retirement is in order,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby recognizes the dedicated contributions of Chad Chapman upon his retirement.

Chad L. Chapman

Sheriff's Office

2009 - 2022

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

**ABOLISHING A REGISTERED PROFESSIONAL NURSE POSITION AND CREATING
A PUBLIC HEALTH NURSE POSITION IN THE PUBLIC HEALTH DEPARTMENT**

WHEREAS, a Registered Professional Nurse in the Public Health Department has recently received a Bachelor of Science in Nursing; and

WHEREAS, the Public Health Director would like to promote the Registered Professional Nurse to Public Health Nurse; and

WHEREAS, in order to accomplish this, the Public Health Director recommends that the full-time Registered Professional Nurse position be abolished and a Public Health Nurse position be created; and

WHEREAS, the Personnel Officer certifies that Public Health Nurse is the appropriate classification based on the description of duties submitted for this position; and

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

NOW, THEREFORE BE IT RESOLVED that one (1) full-time Registered Professional Nurse position be and hereby is abolished effective immediately; and

BE IT FURTHER RESOLVED that one (1) full-time Public Health Nurse position be and hereby is created effective immediately; and

BE IT FURTHER RESOLVED that the Public Health Director be and hereby is authorized to fill said position in accordance with Civil Service Law and Rule and the Agreement between Madison County and the New York State Nurses Association effective immediately.

DATED: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

**ABOLISHING A CASEWORKER POSITION AND A CASEWORK ASSISTANT
POSITION AND CREATING A SENIOR CASEWORKER POSITION IN THE
DEPARTMENT OF SOCIAL SERVICES**

WHEREAS the Commissioner of Social Services recommends that a currently unoccupied Casework Assistant position and an occupied Caseworker position both be abolished and upgraded to a single Senior Caseworker position in the Department of Social Services; and

WHEREAS the Personnel Officer certifies that Senior Caseworker is the appropriate classification based on the description of duties for this position; and

WHEREAS, the salary and fringe benefits for the Senior Caseworker will not generate a local cost increase; and

WHEREAS, with the implementation of NY State Family First Legislation in October 2021, the requirements as it related to the placements of Juvenile Delinquents into the custody of DSS requires more of an administrative involvement and oversight outside of the scope of Caseworker duties; and

WHEREAS, the Caseworker currently doing this work has the knowledge and expertise to do the work that meets the Family First requirements of aftercare obligations saving the county \$52.00 per day from the date of placement for every adjudicated Juvenile Delinquent ordered into the custody of the Department of Social Services; and

WHEREAS, the Caseworker currently doing this work has provided supervision to coworkers in learning compliance with the new mandates in conjunction with ongoing collaboration with other agencies; and

NOW, THEREFORE BE IT RESOLVED that one (1) full-time Caseworker position and one (1) full-time Casework Assistant position be and hereby be abolished,

BE IT FURTHER RESOLVED that one (1) full-time Senior Caseworker position be and hereby be created effective immediately,

BE IT FURTHER RESOLVED that the Commissioner of Social Services be and hereby is authorized to fill said position in accordance with Civil Service Law and Rule and the Agreement between Madison County and the CSEA White Collar Unit effective immediately.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwomen
Government Operations Committee

RESOLUTION NO. 22-_____

APPOINTING A CORPORATE COMPLIANCE OFFICER

WHEREAS, Madison County is committed to conducting the business of local county government in accordance with applicable federal, state, and local laws and regulations, and adhering to the highest ethical standards; and

WHEREAS, the County adopted a Corporate Compliance Plan, effective December 29, 2009, to help ensure that the organization maintains a high level of honesty and ethical behavior in all aspects; and

WHEREAS, the compliance program requires the County to designate an employee vested with responsibility for the day-to-day operation of the compliance program; and

WHEREAS, Resolution No. 449 of 2011 appointed Eric Faisst, Public Health Director as Corporate Compliance Officer; and

WHEREAS, in March 2020, the County hired a full-time Corporate Compliance Officer whose responsibilities include operation of the compliance program and oversight of federal, state and local regulations; and

WHEREAS, the Government Operations Committee recommends that Christina Kennedy be formally appointed as the Corporate Compliance Officer;

NOW, THEREFORE, BE IT RESOLVED, Christina Kennedy be and hereby is appointed Corporate Compliance Officer effective March 2, 2020.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

APPOINTING AN AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR

WHEREAS, the Americans with Disabilities Act of 1990 (ADA, or the Act) requires the County to appoint an ADA Coordinator to facilitate and monitor the County's compliance with the Act; and

WHEREAS, Resolution No. 448 of 2011 appointed Eric Faisst, Public Health Director, the County's Corporate Compliance Officer at that time, as the ADA Coordinator; and

WHEREAS, the County now employs full-time Corporate Compliance Officer position responsible for overseeing compliance with the federal, state and county policies, including the Act; and

WHEREAS, the Government Operations Committee recommends that Christina Kennedy, Corporate Compliance Officer, be appointed as the ADA Coordinator;

NOW, THEREFORE, BE IT RESOLVED, Christina Kennedy be and hereby is appointed ADA Coordinator effective March 2, 2020.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-____

AMENDING THE AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE PROCEDURE

WHEREAS, the Americans with Disabilities Act of 1990 (ADA) requires local governments with 50 or more employees to adopt and publish procedures for resolving grievances arising under Title II of the ADA; and

WHEREAS, the contact information listed in the Madison County Americans with Disabilities Act (ADA) Grievance Procedure has been amended to reflect the appointment of Christina Kennedy as the ADA Coordinator; and

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

NOW, THEREFORE BE IT RESOLVED, the Chairman of the Board of Supervisors approve the amending of the Madison County Americans with Disabilities Act (ADA) Grievance Procedure, making the changes effective immediately.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee



NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), Madison County will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: Madison County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: Madison County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Madison County programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: Madison County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Madison County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Madison County should contact **Christina Kennedy, ADA Coordinator, at 315-366-2832 or via e-mail at christina.kennedy@madisoncounty.ny.gov**, as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Madison County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Madison County is not accessible to persons with disabilities should be directed to **Christina Kennedy, ADA Coordinator, at 315-366-2832 or via e-mail at christina.kennedy@madisoncounty.ny.gov**.

Madison County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Madison County Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Madison County (the "County"). The County's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

Christina Kennedy
ADA Coordinator
PO Box 635, Wampsville, NY 13163
Phone - (315) 366-2832
Fax – (315) 366-2502
Email – christina.kennedy@madisoncounty.ny.gov

Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen (15) calendar days of the meeting, the ADA Coordinator or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the County and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the Madison County Chairman of the Board of Supervisors or his designee.

Within fifteen (15) calendar days after receipt of the appeal, the Madison County Chairman of the Board of Supervisors or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the Madison County Chairman of the Board of Supervisors or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or her designee, appeals to the Madison County Chairman of the Board of Supervisors or his designee, and responses from these two offices will be retained by the Madison County for at least three (3) years.

Adopted: September 19, 1995
Revised: October 12, 2010
Revised: January 1, 2012
Revised: August 12, 2022

RESOLUTION NO. 22-_____

**ADOPTING THE NYS ARCHIVES RETENTION SCHEDULE LGS-1
AS MADISON COUNTY'S CURRENT LIST BY SUBJECT MATTER**

WHEREAS, on November 5, 2020, the Board of Supervisors of Madison County resolved to adopt the retention and disposition schedule for New York Local Government Records (LGS-1) through Resolution No. 20-457 effective; and

WHEREAS, effective January 1, 2021, Madison County adopted the Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records; and

WHEREAS, in accordance with Article 57-A, only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; and

WHEREAS, only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established legal minimum periods;

WHEREAS, additionally, Public Officers Law Article 6§87(3)c requires a reasonably detailed current list by subject matter of all records in the possession of the agency;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors adopts the Retention and Disposition Schedule for New York Local Government Records (LGS-1) as Madison County's detailed current list by subject matter as required by Public Officers Law Article 6§87(3)c.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

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

General Fund

4308 Mental Health Clinic

Expense

	<u>From</u>	<u>To</u>
A430840 540400 Office Equipment/Furniture	\$ <u>120,783</u>	\$ <u>123,136</u>

Control Total		\$ <u>2,353</u>
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Revenue

A430840 444883 FA Medicaid ADM Claiming	\$ <u>259,967</u>	\$ <u>262,320</u>
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Control Total		\$ <u>2,353</u>
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Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

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

County Road Fund

5112 Construction Projects

Expense

D511250 529062 Water Street Superstructure

D511250 547340 Asphalt Paving

Control Totals

From

To

\$250,000

\$190,000

200,000

260,000

\$450,000

\$450,000

Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

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

General Fund		
<u>1620 Public Facilities</u>	<u>From</u>	<u>To</u>
<u>Expense</u>		
A162010 540364 Wayfinding Signage Expense	\$-0-	\$48,780
<u>1990 Contingent Fund</u>		
<u>Expense</u>		
A199010 544440 Contingent Fund	<u>697,169</u>	<u>648,389</u>
Control Totals	<u>\$697,169</u>	<u>\$697,169</u>

Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

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

General Fund

1930 Liability and Fleet Insurance

Revenue

	<u>From</u>	<u>To</u>
A193010 426800 Insurance Recoveries	<u>\$-0-</u>	<u>\$3,436</u>

Control Total

\$3,436

1930 Liability and Fleet Insurance

Expense

A193010 544002 Excess Insurance Premiums	<u>\$617,025</u>	<u>\$620,461</u>
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Control Total

\$3,436

Dated: August 9, 2022

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance Ways & Means Committee

RESOLUTION NO. 22-_____

**AUTHORIZING TREASURER TO COLLECT UNCLAIMED FUNDS
ON BEHALF OF MADISON COUNTY, NEW YORK**

WHEREAS, many states have abandoned property laws that require holders of funds to report and remit dormant or unclaimed funds to the appropriate state agency responsible for administering these types of funds; and

WHEREAS, Madison County is occasionally listed as a possible owner of funds being held by these state agencies; and

WHEREAS, the state agencies perform due diligence to ensure that they are providing information and accepting claim forms signed by an individual who is authorized to collect on behalf of the entity listed as a possible owner of the funds; and

WHEREAS, the Madison County Treasurer, as the custodian of public funds in the name of Madison County, NY, is the appropriate individual to make inquiries and execute forms requested by state agencies in order to research and claim funds that may belong to Madison County.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Treasurer be, and hereby is, authorized to make inquiries and collect unclaimed funds on behalf of Madison County, New York.

Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

ESTABLISHING YEAR-END BUDGET TRANSFER POLICY AND PROCEDURES

WHEREAS, the current procedures for reviewing and approving budget modifications during the fiscal year-end closing process were discussed with the Finance, Ways and Means Committee; and

WHEREAS, it was recommended that these procedures be revised to improve efficiency and provide consolidated records of all of the year-end budget modifications; and

WHEREAS, the Madison County Year-End Budget Transfer Policy and Procedures was created to streamline the procedures and provide transparency of all year-end budget modifications; and

WHEREAS, the Madison County Year-End Budget Transfer Policy and Procedures has been reviewed and approved by the Finance, Way and Means Committee.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Year-End Budget Transfer Policy and Procedures is hereby adopted, as is on file with the Clerk of the Board of Supervisors.

Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

**Madison County
Year-End Budget Transfer
Policy and Procedures**

- I. **Purpose** – The purpose of this policy is to streamline the procedures for certain budget transfers as part of the year-end closing process in the County’s financial management system.
- II. **Adopted** – August 9, 2022
- III. **Background**
 - a. There are processes in place to avoid actual expenditures exceeding budgeted appropriations. However, there are occasions when such occurrences are unavoidable and not determined until the year-end closing procedures are performed and all accounting entries for the fiscal year are posted to the general ledger.
 - b. The County employs the use of encumbrances, and utilizes the Capital Projects Fund to budget and account for qualifying expenditures that are expected to span more than one fiscal year. However, there are limited circumstances that warrant “rolling over” unexpended appropriations into the next year when unable to encumber the funds or account for the project or equipment in the Capital Projects Fund. The offsetting entry for rollovers is generally appropriated fund balance.
- IV. **Process**
 - a. Once all year-end entries have been finalized and the County’s financials are considered closed in the financial management system, the Finance Office and/or Budget Officer will prepare a single document memorializing the budget modifications necessary to ensure no expenditure account exceeds budgeted appropriations at year-end. This document will be in a format similar to what appears on a typical Resolution modifying the budget. The Finance Office will post the budget modification in the financial management system, and provide the document to the Finance, Ways and Means Committee and the County Administrator. The Finance, Ways and Means Committee and the County Administrator will sign the budget modification to indicate they have received and reviewed the document. The Finance Office will retain a copy of the fully executed document. The document will be provided to any member of the Board of Supervisors upon request.
 1. The budget modification will not increase the total County budget, unless it is necessary to increase certain budgeted revenue items in order to have ample appropriations to make distributions based on the amount of revenue actually received (i.e. sales tax, occupancy tax, traffic diversion, etc.). Any other budget modifications that would increase the total County budget will require a Resolution authorized by the Board of Supervisors.
 2. In preparation of the budget modification, every effort will be made to utilize excess appropriations to cover shortfalls from within the department, and if not feasible, from within the functional activity (i.e. Public Safety, Health, Transportation). In most circumstances, when making budget transfers for “central” expense accounts and fringe benefit expense accounts in the departments, every effort will be made to cover shortfalls from the same account across the departments in the General Fund, only. (For example,

transfer excess appropriations from Central Postage Expense in the Finance Office to cover a budget shortfall in Central Postage Expense in the Treasurer's Office.)

3. In order to reduce the number of entries included in the year-end budget modification, departments will be asked to make budget transfers in the County's financial management system within the guidelines specified in the Budget Transfer Policy previously authorized by the Board of Supervisors.
 4. The year-end budget modification will only apply to those accounts included in the annually adopted County budget.
 5. The year-end budget modification will not include transfers between Funds (i.e. from the General Fund to the Debt Service Fund). Budget transfers from one Fund to another will require a Resolution authorized by the Board of Supervisors.
- b. Once all year-end entries have been finalized and the County's financials are considered closed in the financial management system, the Finance Office and/or Budget Officer will prepare a single document memorializing the budget modifications necessary to rollover appropriations from one fiscal year to the next. This document will be in a format similar to what appears on a typical Resolution modifying the budget. The Finance Office will post the budget modification in the financial management system, and provide the document to the Finance, Ways and Means Committee and the County Administrator. The Finance, Ways and Means Committee and the County Administrator will sign the budget modification to indicate they have received and reviewed the document. The Finance Office will retain a copy of the fully executed document. The document will be provided to any member of the Board of Supervisors upon request.
1. Departments will submit a written request to the Budget Officer to rollover unexpended appropriations only for the following circumstances: a planned project that was budgeted in one year that will not be completed and paid for until the following year; a planned equipment purchase that was budgeted in one year that will not be received and paid for until the following year.
 2. The amount of each rollover will be limited to the amount of appropriations remaining in the expense account in the prior year.
 3. Requests to rollover unexpended appropriations from one expense account to a different expense account will not be approved.
 4. Requests to rollover unexpended appropriations for trivial amounts may not be approved.

- V. **Review** – This Policy shall be reviewed by the Finance, Ways and Means Committee on an annual basis.

RESOLUTION NO. 22- _____

**ACKNOWLEDGING INTRODUCTION OF PROPOSED LOCAL LAW NO. 4 FOR THE
YEAR 2022 AND CALLING FOR A PUBLIC HEARING**

WHEREAS, Supervisor Cavanagh has duly introduced proposed Local Law No. 4 for the year 2022, entitled "A LOCAL LAW ADOPTING A DOMESTIC PARTNERSHIP REGISTRY"; and

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

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 September 13, 2022 at 11:15 a.m.; 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 date.

Dated: August 9, 2022

Matthew A. Roberts, Chairman

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

LOCAL LAW NO. 4 OF 2022

A LOCAL LAW ADOPTING A DOMESTIC PARTNERSHIP REGISTRY

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

SECTION 1. Title.

This Local Law shall be known as “A Local Law Adopting a Domestic Partnership Registry.”

SECTION 2. Purpose and Declaration of Policy.

Significant changes in our society have resulted in the creation of diverse living arrangements and the emergence of an expanded concept of the family unit. Many persons today live as families in enduring, committed relationship other than marriages. The County of Madison has an interest in supporting all caring, committed and responsible family units. The County also recognizes that it is in the public interest for persons in committed relationships and who share common households to be able to register those relationships formally.

SECTION 3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- I. Affidavit Of Domestic Partnership- An affidavit prepared by the Office of the County Clerk with regard to such affidavits shall be adopted by the effective date of the legislation
- II. Domestic Partner-
 - a. For purposes of this chapter, a domestic partner shall be:
 - i. An unmarried person 18 years of age or older and competent to contract
 - ii. Unrelated by blood to their domestic partner in a manner that would bar their marriage in New York State; and
 - iii. Sharing a common household with a partner in a close and committed, financially interdependent personal relationship.
 - b. In addition, such person shall have:
 - i. Elected to execute with their domestic partner an affidavit of domestic partnership attesting to the foregoing requirements and further attesting to their present intention to remain in that relationship; and
 1. Attested that the domestic partnership has not been terminated.
- III. Marriage-As used in the chapter shall mean a marriage as defined in §10 of the New York State Domestic Relations Law.

SECTION 4. Domestic partnership registration.

- I. Persons may register as domestic partners if, on the date of the initial registration, they are residents of Madison County.

- II. In order to register as domestic partners, persons shall execute an affidavit of domestic partnership before a notary public and file the affidavit in the Office of the County Clerk. Persons submitting an affidavit of domestic partnership must declare under penalty of perjury that:
- a. The persons are residents of Madison County;
 - b. Neither person is married;
 - c. The persons are 18 years of age or older;
 - d. The persons are competent to enter into a contract;
 - e. The persons are unrelated by blood to their domestic partner in a manner that would bar marriage in New York State;
 - f. The persons share a common household;
 - g. The persons are in a close and committed, financially interdependent personal relationship and intend to remain in the relationship;
 - h. The persons are each other's sole domestic partner, each has no other domestic partner and the persons intend to remain each other's sole domestic partner;
 - i. Neither person has terminated a previous domestic partnership within the 60 calendar days immediately prior to the filing of the affidavit of domestic partnership; and
 - j. The persons agree to file an affidavit of termination in the event that the domestic partnership is terminated.
- III. A domestic partnership shall be established and effective upon the filing of an executed affidavit of domestic partnership with the Office of the County Clerk.
- IV. No person shall be eligible to register in the Office of the County Clerk as a domestic partner if such person has terminated a previous domestic partnership during the 60 calendar days prior to the filing of the affidavit of domestic partnership. The sixty-day waiting period shall not apply if the domestic partnership ended as a result of death or marriage of one of the domestic partners.

SECTION 5. Form of Declaration.

All affidavits relating to the domestic partnership shall be executed on a form provided by the Office of the County Clerk. The affidavit of domestic partnership shall contain the following information and shall be in substantially the following form:

We the undersigned, do hereby declare ourselves to be domestic partners. We reside in the County of Madison. We are both 18 years of age or older, unmarried and competent to enter into a contract. We are not related by blood in a manner that would bar marriage under the laws of the State of New York. We share a common household. We are in a close and committed, financially interdependent personal relationship and intend to remain in the relationship. We are each other's sole domestic partner, have no other domestic partner and intend to remain each other's sole domestic partner. Neither of us has terminated another domestic partnership within the last 60 days. We agree to file a termination statement in the event that the domestic partnership is terminated.

SECTION 6. Amendment of Domestic Partnership.

Either domestic partner may, on a form provided by the County Clerk, amend an affidavit of domestic partnership filed with the Office of the County Clerk at any time to reflect a change in the information previously provided to the County Clerk.

SECTION 7. Termination of Domestic Partnership.

- I. The domestic partnership shall end a) as of the date that either of the domestic partners dies; b) as of the date that either of the domestic partners marries; or c) as of 30 days after either or both domestic partners file an executed affidavit of termination, except that the death of a domestic partner shall not automatically terminate any benefits extended by third parties.
- II. Either or both domestic partners may terminate a registered domestic partnership by filing in the Office of the County Clerk a notarized statement declaring, under the penalty of perjury, that the domestic partnership is terminated, on a form provided by the County Clerk. In the event that only one of the partners executes the affidavit of termination, the terminating partner shall attest upon filing that they has sent a written notice that they is terminating the partnership to the other partner at the other partner's last known address, by means of registered mail, return receipt requested. Any domestic partnership so terminated shall be effective 30 days from the date of the filing of the executed affidavit of termination with the Office of the County Clerk.
- III. Upon the filing of the affidavit of termination, a former partner may cancel a declaration given to any third party by giving such third party a certified copy of the affidavit of termination.

SECTION 8. New domestic partnerships.

When a domestic partnership has been terminated pursuant to § of this chapter, no new affidavit of domestic partnership involving either of the parties to the terminated domestic partnership shall be valid under this chapter until 60 calendar days after the effective date of the executed affidavit of termination. This sixty-day waiting period shall not apply where the domestic partnership terminated as a result of the death or marriage of one of the domestic partners.

SECTION 9. Fees.

The County Clerk shall set reasonable fees of not more than \$100.00 to be charged for the 1) filing, 2) amendment to, or 3) termination of, a domestic partnership registration. Upon payment of the aforesaid fee, the individual(s) shall receive two certified copies of the applicable document. The fee for obtaining additional certified copies of the applicable document shall be the fee customarily charged by the County Clerk for obtaining additional certified copies of documents filed with the Office of the County Clerk.

SECTION 10. Obligations of domestic partners.

- I. When a domestic partnership has ended, at least one of the partners to the domestic relationship shall file an affidavit within 30 days of the domestic partnership termination with the Office of the County Clerk.
- II. Any person registered as a domestic partner shall, within 30 days of any change in that status, give notice to any party who, in order to qualify the domestic partner for a benefit or right, was originally given a copy of the certificate of domestic partnership.

SECTION 11. Records.

- I. The County Clerk shall maintain a log of registrations, amendments and terminations of domestic partnerships by name of each individual and date of filing in a format designed to facilitate access to such statements. The log shall be a public record pursuant to the New York State Freedom of Information Law. The County Clerk shall treat any other information of a personally identifying nature relating to any individual as a matter of personal privacy exempt from disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law.)
- II. Nothing herein shall be construed to prohibit the publication of statistics pertaining to domestic partnership that have been registered with the Office of the County Clerk.

SECTION 12. Visitation rights in correctional facilities, hospitals, nursing homes and other health care facilities.

- I. Upon the proper filing of the documents required by this law, the County Clerk shall issue to each registering domestic partner a certified copy of a certificate of domestic partnership and may additionally provide them with a copy of the law and information about available counseling for AIDS and sexually transmitted diseases in the same manner as is required for marriage license.
- II. The certificate of domestic partnership shall constitute sufficient and conclusive evidence of a registered domestic partnership when persons apply for rights and benefits available to domestic partners.
- III. No domestic partner who holds a valid certificate of domestic partnership shall be denied any rights of visitation of their domestic partner which are accorded to spouses, next of kin or family members at any correctional facility, hospital, nursing home or health care facility located within Madison County.
- IV. Nothing contained in this chapter shall be construed to require any hospital, nursing home or health care facility that is operated or controlled by any religious institution or organization to provide visitation rights to an individual based solely upon their relationship as a domestic partner.

SECTION 13. Limited effect.

Nothing in this chapter shall be deemed to supersede, alter, affect or conflict with any state or federal laws or rules.

SECTION 14. Severability.

If any section of this chapter or the application thereof to any individual, partnership or circumstance shall be adjudged invalid or unconstitutional by any court of competent

jurisdiction, such order of judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the controversy in which such order of judgment was rendered.

SECTION 15. Effective Date.

This Local Law shall be effective upon its filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

RESOLUTION NO. 22-_____

APPROVING TRADE-IN OF 1998 INGERSOLL RAND ROLLER

WHEREAS, in accordance with Madison County Purchasing Policy and Procedures, Article 13, certain County equipment must be approved for trade-in by the Board of Supervisors; and

WHEREAS, Alta Construction Equipment NY LLC has provided a trade-in value of \$17,000 for Madison County Highway department's 1998 Ingersoll Rand SD100DPR Roller (#MOR093); and

WHEREAS, Alta Construction Equipment NY LLC has provided a trade difference cost of \$127,429 that would allow Madison County Highway department to trade #MOR093 for a new Volvo SD115B Roller; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2022 Road Machinery Fund Budget; and

WHEREAS, the Highway, Buildings and Grounds committee met on July 27, 2022, to review and recommend the trade-in of equipment;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors approves the trade-in of the above piece of equipment.

Dated: August 9, 2022

David R. Jones, Chairman

David R. Jones, Chairman
Administration and Oversight Committee

RESOLUTION NO. 22-_____

DESIGNATING DISPOSAL OF SURPLUS COUNTY PERSONAL PROPERTY

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

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

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

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

ITEM	DEPARTMENT	MILEAGE	CONDITION	COMMENT
EM6740 – 2017 Chevrolet 2500	Emergency Mgmt	96,674	Good	Enterprise Replace
SS4561 – 2016 Dodge Caravan	Social Services	32,220	Good	Enterprise Replace

Dated: August 9, 2022

David R. Jones, Chairman

David R. Jones, Chairman
Administration and Oversight Committee

RESOLUTION NO. 22-_____

AMENDING PURCHASING POLICY AND PROCEDURES

WHEREAS, the Madison County Board of Supervisors has previously adopted a revised Purchasing Policy and Procedure; and

WHEREAS, the current policy requires amendments to comply with procedural changes; and

WHEREAS, the amendments will also increase efficiencies countywide; and

WHEREAS, the Administration and Oversight Committee has reviewed the amendments to the procedures and recommends adoption by the Board of Supervisors;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts Madison County's Purchasing Policy and Procedures as amended.

Dated: August 9, 2022

David R. Jones, Chairman

David R. Jones, Chairman
Administration and Oversight Committee

Purchasing Policy Additions and Revisions

Reconstructed Policy

Added Policy and Procedures page 3

Added Quick Reference Sheet page 5

Added Identification of Purchasing Office page 7

Article 2 – Revised Article 2- Purchasing Agent and Department Head Duties

Added quoting requirements page 15

Article 6 – Revised Thresholds

Added Credit Card Statement and revised Procurement Card page 19

Article 7 – Revised Requisitions and Specifics for Purchasing

Added IT Services section page 23

Added Grants page 25

Revised Emergency Purchases page 31

Revised leases and rental thresholds and added GASB 87 page 32

Article 9 – Revised Contracts and processes

Article 12 – Revised Reimbursements and added Food and Beverage section page 38

Article 13 – Revised receiving of goods

Article 14 – Revised Disposal of Obsolete and/or Surplus County Property, corrected and revised the value of items less than and in excess from 10K to 20K

Added Appendix A – GSA 2022 Per Diem Rates for food and beverage

Added Appendix B – Contract Procedures

RESOLUTION NO. 22-_____

APPOINTING A MEMBER TO MADISON COUNTY BOARD OF HEALTH

WHEREAS, pursuant to Section 340 of the Public Health Law, the Madison County Board of Supervisors, January 1, 1994 established a Public Health District and appointed a Board of Health for said County Health District; and

WHEREAS, there is a vacant position on the Board of Health; and

WHEREAS, Dr. Kurt Gormley, DDS is interested in becoming a Board of Health member; and

WHEREAS, upon review, both the Board of Health and the Health and Human Services Committee feel it appropriate to appoint Dr. Kurt Gormley, DDS. to the Madison County Board of Health; and

NOW, THEREFORE BE IT RESOLVED that Dr. Kurt Gormley, DDS. is appointed to the Board of Health effective August 9, 2022 through December 31, 2024.

Dated: August 9, 2022

Alexander R. Stepanski, Chairman

Alexander R. Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. 22-_____

**FOSTER BOARDING HOME RATES
(Regular, Therapeutic, Special Needs and Emergency Foster Boarding Homes)**

WHEREAS, when children are in need of care outside of their family home, it is best for them to be cared for by a foster family within their home community rather than in an institution or foster care by agencies outside of Madison County; and

WHEREAS, the foster and adoptive families certified by Madison County Department of Social Services have done an excellent job caring for our children over the past several years, helping the Department to exceed many of the outcome guidelines set by New York State Office of Children and Family Services (OCFS); and

WHEREAS, the cost of caring for a child has increased steadily over the past year due to the increase in costs for such items such as food and fuel; and

WHEREAS, the rate of payments made to foster parents and adoptive parents in Madison County is below the maximum rate set by OCFS; and

WHEREAS, Social Services law §398-a (2-c) mandates local districts to pay the OCFS established maximum state aid rates for children in regular, therapeutic, special needs and emergency foster boarding homes as follows, and

WHEREAS, Districts paying less than 100% of the MSAR as of July 1, 2022, the current rate must be increased by no less than one half of the difference between their current rate and the maximum state aid rates

WHEREAS, foster parent and adoptive parent payments are included as part of the state reimbursement methodology; and

NOW, THEREFORE, BE IT RESOLVED that effective July 1, 2022, the foster care boarding home payment rates be and are hereby established as follows:

Infants-through-five years of age:	\$26.60 per day
Six-through-eleven years:	\$29.86 per day
Twelve years and over:	\$32.07 per day
Special:	\$53.25 per day
Exceptional:	\$82.23 per day

So long as these rates do not result in a decrease in payment for any adoptive parent already approved at a higher rate.

Dated: August 9, 2022

Alexander R. Stepanski, Chairman

Alexander R. Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. 22-_____

**FOSTER BOARDING HOME RATES
(Foster Parents, Adoptive Parents or KinGap Guardians)**

WHEREAS, when children are in need of care outside of their family home, it is best for them to be cared for by a foster family within their home community rather than in an institution or foster care by agencies outside of Madison County; and

WHEREAS, the foster and adoptive families certified by Madison County Department of Social Services have done an excellent job caring for our children over the past several years, helping the Department to exceed many of the outcome guidelines set by New York State Office of Children and Family Services (OCFS); and

WHEREAS, the cost of caring for a child has increased steadily over the past year due to the increase in costs for such items such as food and fuel; and

WHEREAS, the rate of payments made to foster parents and adoptive parents in Madison County is below the average paid by neighboring counties and below the maximum rate set by OCFS; and

WHEREAS, per 22-OCFS-ADM-15, the maximum state aid rates for replacement clothing and diapers paid to foster parents or adoptive parents or KinGAP guardians, have been discontinued; and

WHEREAS, Counties are required to increase their foster care or adoptive parents or KinGAP guardians room and board rates by 5.4%; and

WHEREAS, foster parent and adoptive parent payments are included as part of the state reimbursement methodology; and

NOW, THEREFORE, BE IT RESOLVED that effective April 1, 2022, the foster care boarding home payment rates be and are hereby established as follows:

Infants-through-five years of age:	\$23.81 per day
Six-through-eleven years:	\$24.70 per day
Twelve years and over:	\$28.73 per day
Special:	\$43.05 per day
Exceptional:	\$66.67 per day

So long as these rates do not result in a decrease in payment for any adoptive parent already approved at a higher rate.

Dated: August 9, 2022

Alexander R. Stepanski, Chairman

Alexander R. Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. 22-_____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(Rental Supplement Program)**

WHEREAS, the New York State Office of Temporary and Disability Assistance has allocated monies to counties related to the New York State Rental Supplement Program (RSP) per 21-LCM-24; and

WHEREAS, these monies are to be used to provide vital rental assistance to individuals and families who are experiencing homelessness or are facing an imminent loss of housing. Households must earn no more than 50% of the area median income (AMI) with initial priority given to households who earn no more than 30% of AMI. Rental supplements will be set at 85% of the Fair Market Rent (FMR); and

WHEREAS, these funds being 100% state reimbursed through the New York State Office of Temporary and Disability Assistance.

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

General Fund

6010 Social Services Administration

Expense

	<u>From</u>	<u>To</u>
A601060 541184 Rental Supplement Program Expense	<u>\$-0-</u>	<u>\$102,032</u>

Control Total		<u>\$102,032</u>
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Revenue

A601060 436100 SA Social Services Administration	<u>\$2,417,910</u>	<u>\$2,519,942</u>
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Control Total		<u>\$102,032</u>
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Alexander R. Stepanski, Chairman

Dated: August 9, 2022

Alexander R. Stepanski, Chairman
Health and Human Services Committee

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
CHITTENANGO CENTRAL SCHOOL DISTRICT FOR A SATELLITE
MENTAL HEALTH CLINIC**

WHEREAS, there is a need for additional mental health services to school aged children;
and

WHEREAS, the Chittenango Central School District desires to establish a School Satellite
Mental Health Clinic with clinical mental health services provided by the County; and

WHEREAS, the District requires the services of the Clinic to address mental health needs
and both parties have agreed that the Clinic will establish school-based mental health clinic for the
District's students at certain Chittenango Schools; and

WHEREAS, the County desires and has the capacity to provide clinical mental health
service to the District through its employment of Staff Social Workers as authorized by Resolution
No. 22-237; and

WHEREAS, Madison County Mental Health will generate revenue through insurance
billing/patient fees for these services; and

WHEREAS, the County and the District wish to enter into an agreement so as to set forth
and define the parties' understanding of the terms and conditions; 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 enter into an agreement on behalf of the County of Madison with
the Chittenango Central School District, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

Alexander R. Stepanski, Chairman

Alexander R. Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AFFILIATE AGREEMENT
WITH HEALTHY ALLIANCE IPA, LLC**

WHEREAS, Healthy Alliance IPA, LLC (“IPA”) is an independent practice association approved the State of New York to arrange for the provision of health and health related services; and

WHEREAS, IPA has contracted with Unite Us to issue unlimited web-based licenses for the Unite Us Referral Technology Service Software (the “Service Software”) throughout New York State; and

WHEREAS, IPA has established a Network which utilizes the Service Software, which includes social service organizations primarily providing non-clinical services, and primary and specialty care medical care providers, behavioral health providers, pharmacies, federally qualified health centers, health systems, hospitals, school, and government agencies to address social, behavioral and medical needs while also capturing and analyzing referral data; and

WHEREAS, IPA has established standards for Social Determinants of Health screenings and referrals across the Network; and

WHEREAS, IPA seeks to promote the Network and engage the Madison County Department of Health (“Affiliate”) to make and receive referrals in accordance with Network Standards to improve health and lower the total cost of care for vulnerable individuals through a focus on the social determinants of health; and

WHEREAS, the Madison County Department of Health both accepts referrals for Department services and refers individuals to needed services, and that this agreement would enhance the Department’s ability to connect our residents to needed services; and

WHEREAS, there are no fees or payments exchanged between the Parties as part of this agreement; and

WHEREAS, upon review, both the Board of Health and the Health and Human Services Committee feel it appropriate to enter in an affiliate agreement with the Health Alliance IPA;

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 Health Alliance IPA, LLC, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

Alexander R. Stepanski, Chairman

Alexander R. Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH THOMSON REUTERS ENTERPRISE - WEST PUBLISHING CORPORATION
ON BEHALF OF THE MADISON COUNTY ASSIGNED COUNSEL PROGRAM**

WHEREAS, the Madison County Assigned Counsel wishes to provide legal research subscriptions and research materials to our panel attorneys, who subscribe to provided research services in subject areas related to the provisions of Article 18-B services; and

WHEREAS, Thomson Reuters Enterprise - West Publishing Corporation offers a subscription based legal program, hereinafter referred to as "West Proflex," which would improve the quality legal representation from our attorneys to our indigent clients; and

WHEREAS, the West Proflex online service would cover a 36-month period of time to start August 12, 2022 to run through September 1, 2025; and

WHEREAS, Dist. #12 funding will allow us to subscribe to West Proflex and related research packets, including document search and public records access for a 3-year period at a monthly rate of \$2,357.88. It will allow access to 23 separate attorney panel memberships, plus complimentary membership for each of their staff. This will decrease out of pocket costs for our panelists and also serve as a strong incentive for attorney retention; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 Thomson Reuters Enterprise - West Publishing Corporation, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 22-_____

**AUTHORIZING PARTICIPATION IN A FEDERAL TRAFFIC SAFETY
GRANT AND MODIFYING THE 2022 COUNTY BUDGET**

WHEREAS, Madison County has been awarded a Federal Traffic Safety Grant through the New York State Governor's Traffic Safety Committee; and

WHEREAS, the Federal awards grant is identified as follows:

Awarding Agency: National Highway Safety Administration
Pass-through Agency: New York State Governor's Traffic Safety Committee
Catalog of Federal Domestic Assistance: #20.600
Program Name: Madison County Traffic Safety Plan
Award Year: October 1, 2022 through September 30, 2023
Federal Funds Percentage: 100%
Total Grant Amount: \$26,763.00, and

WHEREAS, the funding agencies have approved the following budget for this project during the project year 10/1/22– 9/30/23:

General Fund

3111 Sheriff's Office -Traffic Safety Coordinator Grant

		<u>From</u>	<u>To</u>
<u>Expense</u>			
A311130 512000	Personal Services Grants	\$14,825	\$34,985
A311130 541181	Commodities 2022-23	0	1,700
A311130 541182	Travel-Conference & Seminar		
	Expense 2022-23	0	700
A311130 544233	Equipment	0	2,600
A311130 581001	Allocation of Fringe Benefits	<u>1,173</u>	<u>2,776</u>
	Totals	<u>\$15,998</u>	<u>\$42,761</u>
	Control Total		<u>\$26,763</u>

Revenue

A311130 443930	Federal Aid Distracted Driving 2022-23	<u>\$0</u>	<u>\$26,763</u>
	Control Total		<u>\$26,763</u>

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board is hereby authorized to execute the necessary documents to finalize receipt of the grant; and

BE IT FURTHER RESOLVED, that the adopted 2022 County Budget be modified in accordance with this grant.

Dated: August 9, 2022

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

**AUTHORIZING ACCEPTANCE OF A REIMBURSEMENT GRANT AWARD FROM
NEW YORK STATE SHERIFF'S ASSOCIATION TO MADISON COUNTY SHERIFF'S
OFFICE AND MODIFYING THE 2022 ADOPTED COUNTY BUDGET**

WHEREAS, the New York State Sheriff's Association (NYSSA) has been awarded a grant/contract with the Center Disease Control Prevention; and

WHEREAS, Madison County Sheriff's Office is requesting to purchase qualified and approved materials and/or services for the Detection and Mitigation of COVID-19 in the facility; and

WHEREAS, the NYSSA will reimburse for said materials and/or services through said grant; and

WHEREAS, the NYSSA has awarded Madison County \$81,943 for the three year contract period commencing August 1, 2021 and ending July 31, 2024; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Finance, Ways and Means Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board be and hereby is authorized to execute the necessary documents to finalize receipt of the grant; and

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

General Fund

3150 Sheriff's Correctional Facility

Expense

	<u>From</u>	<u>To</u>
A315030 540780 NYSSA COVID19 Grant-Supplies	\$-0-	\$81,943

Control Total		\$81,943
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Revenue

A315030 433931 SA NYSSA Grant – COVID19	\$-0-	\$81,943
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Control Total		\$81,943
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Paul H. Walrod, Chairman

Dated: August 9, 2022

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

Matthew A. Roberts, Chairman

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

AGREEMENT

This Agreement, made this _____ day of _____, 2022 by and between the New York State Sheriff's Association, with offices located at, 27 Elk Street, Albany, NY 12207 hereinafter referred to as NYSSA, and the **Madison County Sheriff's Office**

WHEREAS, NYSSA has been awarded a grant/contract from the Center Disease Control Prevention, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NU50CK0005160301, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Detection & Mitigation of COVID-19 in Confinement Facilities

WHEREAS, the **Madison County Sheriff's Office** has represented to NYSSA that it will purchase qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in their facility and is therefore requesting reimbursement for said material and or services.

Contract Start Date: 8/01/2021

Contract End Date: 07/31/2024

Contract Amount: \$81,943

NYSSA Detection and Mitigation Manager: Robert Cuttita

Voucher Frequency: Monthly

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Grant Reimbursement

This grant is a reimbursement grant. Accordingly, the facilities **must first purchase** the approved item or service and then submit for reimbursement. All reimbursements requested must be for purchases made within the grant period. August 1, 2021 – July 31, 2024. All requested Items or services must fall within the allowable purchases as permitted by the Federal Law establishing this grant.

The County Sheriff's Office agrees to the following:

- a) Prior to the purchase of an item or a service the county shall submit a written request to the Detection and Mitigation Manager with all appropriate documentation prior to obtaining such item or service.

Documentation required prior to purchase of such Item or service is as follows:

1. Written documentation with an explanation of how the item or service will detect, diagnose, trace, and monitor SARS-CoV-2 and COVID-19 infections, and mitigate the spread of COVID-19 in confinement facilities
2. Estimated cost of the item or service
3. Estimated purchase date
4. Policies and procedures for the item or service, and
5. Signature and approval from the Sheriff or Designee

- b) Once the information is received by the Detection and Mitigation Manager, he/she will review the information, process the request, and give written approval for the item or the service to be approved for purchase. Items that are of questionable reimbursements will be forwarded to the NYSSA Rapid Response Team for review and determination.
- c) Items sent to the Rapid Response Team for review and determination will be reviewed by the team. All determination made by the team will be final and a written determination of the findings for approval or disapproval will be given to the requesting facility Sheriff or CAO in writing outline the reasons for such determination.
- d) Upon the facility receiving approval for the item or service the facility can purchase the item or service.

Reimbursement process back to the county

1. Once the Item or service is received:

Once the item is purchased and received the reimbursement process can begin. To obtain reimbursement the facility must submit the following to the Detection and Mitigation Manager

1. Purchase order (PO)
2. PO Date
3. Copy of the Item or service Check, check #, Check Date (proof of purchase)
4. Invoice
5. Amount of the item or service
6. Date of arrival to the facility (packing slip)
7. Date put into service

Once all is received the mitigation manager will process the county request for reimbursement.

Attachments:

Following forms must be filled out for reimbursement to be processed

- This Agreement;
- Reimbursement Form;
- On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. Therefore, FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District. Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization See attached Form:
- W-9 Form

NYSSA _____	Date _____	Sheriff _____	Date _____	County Rep _____	Date _____
Name _____		Name <u>Todd M. Hood</u>		Name _____	
Title _____		Title <u>Sheriff</u>		Title _____	

RESOLUTION NO. 22-_____

AUTHORIZING ACCEPTANCE OF GRANT AWARD FROM NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO MADISON COUNTY SHERIFF'S OFFICE FOR MADISON COUNTY CHILDREN'S ADVOCACY CENTER AND MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

WHEREAS, Madison County has been the recipient of a state grant through the Office of Child and Family Services ("OCFS") since 2003 for the creation and maintenance of a Multi-disciplinary Team/Children's Advocacy Center program; and

WHEREAS, said grant was a straight, state-funded grant with no federal funds passing through; and

WHEREAS, the original grant period has been amended and extended continuously to the present time, the most recent grant period ending on September 30, 2022; and

WHEREAS, OCFS has awarded Madison County a further grant of \$485,721 for the three year contract period commencing on October 1, 2022, each year being awarded \$161,907. Said monies to be used to cover program costs, including staff positions, operational expenses and training of team members, and to be allocated as set forth below; and

WHEREAS, this request to have said monies accepted by the County has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Finance, Ways and Means Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board be and hereby is authorized to accept the \$485,721 from the NYS OCFS and execute an agreement with the State of New York permitting the County's continued participation in this grant; and

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

General Fund

3114 Grant-Multidisciplinary Teams

<u>Expense</u>	<u>From</u>	<u>To</u>
A311430 512000 Personal Services Grants	\$139,083	\$212,622
A311430 540040 Equipment Expense	-0-	12,681
A311430 540200 Miscellaneous Expense	26,993	48,293
A311430 541000 Travel Expense	1,200	5,200
A311430 542340 Contracted Services	2,641	3,641
A311430 549110 Supplies Expense	14,195	32,695
A311430 581001 Allocation of Fringe Benefits	<u>57,585</u>	<u>88,472</u>
Totals	<u>\$241,697</u>	<u>\$403,604</u>
Control Total		<u>\$161,907</u>

Revenue

A311430 433899 SA Multidisciplinary Team	<u>\$133,458</u>	<u>\$295,365</u>
Control Total		<u>\$161,907</u>

Paul H. Walrod, Chairman

Dated: August 9, 2022

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

**AUTHORIZING PARTICIPATION IN A FEDERAL GRANT AND
MODIFYING THE 2022 ADOPTED COUNTY BUDGET**

WHEREAS, Madison County has received a Federal Grant through the New York State Governor's Traffic Safety Committee; and

WHEREAS, the Federal awards grant is identified as follows:

Awarding Agency:	National Highway Safety Administration
Pass-through Agency:	New York State Governor's Traffic Safety Committee
Catalog #:	20.600
Program Name:	Police Traffic Services (PTS)
Award Year:	October 1, 2022 through September 30, 2023
Federal Funds Percentage:	100%
Total Grant Amount:	\$13,000; and

WHEREAS, the funding agencies have approved the following budget for this project during the project year 10/1/2022 – 9/30/2023:

General Fund

3113 Sheriff's Office - "PTS" Federal Grant

		<u>From</u>	<u>To</u>
<u>Revenue</u>			
A311330 443983	Federal Aid "PTS" Grant 2022-23	\$ <u>-0-</u>	<u>\$13,000</u>
Control Total			<u>\$13,000</u>

Expense

A311330 514000	Overtime	<u>\$12,579</u>	<u>\$25,579</u>
Control Total			<u>\$13,000</u>

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board is hereby authorized to execute the necessary documents to finalize receipt of the grant; and

BE IT FURTHER RESOLVED, that the 2022 Adopted County Budget be modified in accordance with this grant.

Dated: August 9, 2022

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH MADISON-ONEIDA BOCES FOR INMATE CONTINUING EDUCATION**

WHEREAS, it is necessary and required to provide educational services and programs to inmates at the Madison County Jail in the regular course of their incarceration; and

WHEREAS, the Sheriff of Madison County seeks to continue to cut costs and enhance the efficiency in the provision of such services and programs by continuing to utilize the expertise of Madison-Oneida BOCES; and

WHEREAS, Madison-Oneida BOCES possesses experienced personnel with special skills and training required to perform the necessary services pursuant to the terms of the contract by providing a staff person to the Madison County Jail; and

WHEREAS, the term of this contract shall be from July 1, 2022 through June 30, 2023. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime; and

WHEREAS, the County hereby agrees to pay Madison-Oneida BOCES a monthly rate of Two Thousand Seven Hundred Fifty Dollars and 00/100 (\$2,750) in full and final satisfaction of all services and expenses. The total amount of compensation shall not exceed Thirty Three Thousand Dollars (\$33,000); and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 Madison-Oneida BOCES, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2022

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

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

PRODUCER OneGroup NY, Inc. 169 Main Street Oneida NY 13421	CONTACT NAME: Marina Jones PHONE (A/C, No, Ext): 315-280-6339 E-MAIL ADDRESS: mjones@onegroup.com FAX (A/C, No): 315-457-7902
INSURED Madison-Oneida BOCES 4937 Spring Road PO Box 168 Verona NY 13478-0168	INSURER(S) AFFORDING COVERAGE INSURER A: Republic Franklin Insurance Co. INSURER B: Travelers Property Cas. Co. of America INSURER C: Utica National Insurance Co of Ohio INSURER D: INSURER E: INSURER F:
	NAIC # 12475 25674 13998

COVERAGES**CERTIFICATE NUMBER:** 918492082**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		CPP1483571	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAC1483572	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CULP1483574	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B	Professional Liability Electronic Data Equip			CPP1483571 QT6309J223116TIL120	7/1/2021 11/1/2021	7/1/2022 11/1/2022	\$1,000,000 each occur \$25,000,000 RC \$1,000,000 Agg All Risk \$2500 Ded

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

CERTIFICATE HOLDER**CANCELLATION**County of Madison
Madison County Office Building
Wampsville NY 13163-0000

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BOCMA

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage Applies per the Following Form(s):

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT (EXCLUDING STUDENT MEDICAL EXPENSES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NEW JERSEY LAWS

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

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

B. STATE OF NEW YORK LAWS

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

Such insurance as is afforded by the Policy applies:

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

C. STUDENT MEDICAL EXPENSE EXCLUSION

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

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

D. HOSPITAL EXCLUSION

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

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

- a. The rendering or failure to render:

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

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

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

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

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

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

E. EXTENDED BODILY INJURY COVERAGE

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

Expected Or Intended Injury

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

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

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

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

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

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

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

H. EXTENDED PROPERTY DAMAGE COVERAGE

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

Paragraph (4) of this exclusion applies only to:

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

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

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

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

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

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

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

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

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

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

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

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

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

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

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

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

(1) \$500,000; or

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

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

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

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

K. SUPPLEMENTARY PAYMENTS

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

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

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

The following replaces SECTION II - WHO IS AN INSURED:

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

2. Each of the following is also an insured:

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

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

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

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

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

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

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

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

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

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

a. Additional Insureds - By Contract, Agreement or Permit

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

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

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

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

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

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

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

(2) Owner of Leased Land

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

This insurance does not apply to:

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

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

(3) Managers or Lessors of Premises

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

This insurance does not apply to:

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

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

(4) Engineers, Architects or Surveyors

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

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

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

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

(5) Vendor's of "Your Products"

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

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

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

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

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

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

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

Limits of Insurance for This Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) You;

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

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

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

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

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

(2) Notify us as soon as practicable.

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

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

(1) You;

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

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

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

c. You and any other involved insured must:

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

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

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

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

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

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

Unintentional Failure To Disclose Hazards

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

R. COVERAGE TERRITORY

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

"Coverage territory" means:

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

S. BODILY INJURY DEFINITION

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

"Bodily injury" means:

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

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

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

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

m. Loss Of Use Of Tangible Property

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

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

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

n. Recall Of Products, Work Or Other Property

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

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

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

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

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

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

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

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

8. Discrimination.

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

But discrimination does not include:

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

Paragraphs a. and b. above apply:

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

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

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

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

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

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

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

This provision does not apply in New York.

W. LIBERALIZATION

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

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH BARTON
AND LOGUIDICE, D.P.C. FOR THE DESIGN AND CONSTRUCTION SUPPORT OF
LARKIN ROAD BRIDGE REPLACEMENT**

WHEREAS, RFPs were submitted for design and construction support for Larkin Road Bridge Replacement, BIN 3308580, in the Town of Hamilton, Madison County, P9-22, and;

WHEREAS, selection based on the highest scoring summary is as follows;

Barton & Loguidice, D.P.C. Lump Sum of \$54,950.00

WHEREAS, the cost for services has been appropriated in the 2022 County Road Fund Budget;

WHEREAS, this agreement was reviewed and approved by the Highway, Buildings and Grounds Committee on July 27, 2022,

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 Barton & Loguidice, D.P.C., in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

William N. Zupan, Chairman

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

RFP P9-22 – Professional Engineering Design Services for the Larkin Road Bridge over the Sangerfield River, BIN 3308580

Tally Sheet

	LaBella Associates	Fisher Associates	Foit-Albert Associates	Barton & Loguidice	C&S Engineers	Lu Engineers	Creighton Manning Engineering	Colliers Engineering & Design	Erdman Anthony
Qualifications, experience, references (40 points)	37	33	35	40	37	35	35	35	35
Fee (30 points)	13	22	27	30	21	15	18	17	22
Technical Information meeting Scope Requirements (30 points)	28	30	28	30	30	27	30	25	25
TOTAL POINTS	78	85	90	100	88	77	83	77	82

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
TOWN & COUNTY BRIDGE AND RAIL, INC.**

WHEREAS, sealed bids were opened in Jefferson County on February 9, 2021 for Shotcrete Supply and Application and awarded to the lowest responsive/responsible bidder who meet all the terms of the Bid specifications; and

WHEREAS, Jefferson County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York ("GML"), to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to GML based on the following; and

WHEREAS, the Highway Buildings and Grounds Committee met on July 27, 2022 and approved entering into an agreement based on Jefferson County Bid #2021H-8 as follows;

Town & County Bridge and Rail, Inc. – Shotcrete Supply and Application for a cost of \$284.00 per applied bag;

WHEREAS, the cost for services has been appropriated in the 2022 County Road Fund Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors, be and is hereby authorized to enter into an Agreement on behalf of the County of Madison with Town & County Bridge and Rail, Inc., in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

William N. Zupan, Chairman

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

RESOLUTION NO. 22-_____

AUTHORIZING THE CHAIRMAN TO AWARD BID 22-10 AND ENTER INTO AN AGREEMENT WITH ATLANTIC CONTRACTING PARTNERS, LLC

WHEREAS, sealed bids were received and opened on July 19, 2022 for the Cedar St. Highway Garage Demobilization project (BID 22-10); and

WHEREAS, all bids have been canvassed and reviewed by design engineer Barton & Loguidice, D.P.C., who made their recommendation to award the bid to the lowest responsible bidder; and

WHEREAS, the Highway, Buildings and Grounds Committee has reviewed and recommends moving forward with entering into the agreement as recommended by Barton & Loguidice, D.P.C. for the performance of this work;

NOW, THEREFORE, BE IT RESOLVED, that the County accept the following bid for the work heretofore described, to wit:

Bid Ref No. 22-10- Cedar St. Highway Garage Demobilization Project

**Atlantic Contracting Partners, LLC
375 Colvin Avenue, Unit 27
Buffalo, NY 14216**

1-6 Total or Gross Bid (Sum of items 1 through 6)	\$ 1,062,000.00
9a Alternate Add: New Electrical Service Entrance	\$ 149,000.00
9b Alternate Add: Salt Dome Conveyor System Removal	\$ 16,000.00
TOTAL	\$ 1,227,000.00

BE IT FURTHER 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 Atlantic Contracting Partners, LLC, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

William N. Zupan, Chairman

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

RESOLUTION NO. 22- _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
KING & KING ARCHITECTS, LLP**

WHEREAS, Madison County is in need of professional engineer design services with regards to the County Office Building Bathrooms; and

WHEREAS, King & King Architects, LLP has served previously as the design engineer for the County Office Building possess the special skills and training to perform the services required, and

WHEREAS, King & King Architects, LLP., has agreed to perform these professional engineering services for a total cost of \$31,800 with services to commence August 9, 2022 and ending December 31, 2023; and

WHEREAS, the costs of these services have been allocated within the 2022 adopted county budget; and

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings and Grounds 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 King & King Architects, LLP, in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

William N. Zupan, Chairman

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

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH LABELLA ASSOCIATES, D.P.C.**

WHEREAS, Madison County is in need of professional engineer design services with regards to the County Office Building Complex exterior and interior wayfinding and signage; and

WHEREAS, LaBella Associates, D.P.C. has previously performed design engineer services for the County satisfactorily and possess the special skills and training to perform the services required, and

WHEREAS, LaBella Associates, D.P.C., has agreed to perform these professional engineering services for a total cost of \$48,780 with services to commence August 9, 2022 and ending August 8, 2023; and

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings and Grounds 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 LaBella Associates, D.P.C., in the form as is on file with the Clerk of the Board.

Dated: August 9, 2022

William N. Zupan, Chairman

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

RESOLUTION NO. 22-_____

**ENTERING INTO NEW STANDARD WASTE DISPOSAL AGREEMENTS FOR THE
TERM 2021-2023**

WHEREAS, Madison County offers a discounted disposal rate to Commercial Solid Waste Permittees that sign a Solid Waste Disposal Agreement, wherein such Permittees commit to deliver all collected waste and recyclable materials to the Madison County Landfill and Recycling Center; and

WHEREAS, the Solid Waste Committee has created two classifications: a Standard Waste Disposal Agreement (for traditional waste haulers that collect residential, commercial, and industrial waste materials) and a Contractor Agreement, also known as the "Business Convenience Agreement," recognizing that many commercial permit holders are businesses such as landscapers, roofers, general contractors and small businesses that generate waste in the course of their business and then haul it to the landfill for disposal; and

WHEREAS, there are separate insurance requirements for each classification and Commercial Solid Waste Permittees must maintain minimum insurance requirements for the term of the Agreement; and

WHEREAS, on September 8, 2020, the Madison County Board of Supervisors established new standard agreements for the term of January 1, 2021 through December 31, 2023; and

WHEREAS, each agreement requires approval by the Madison County Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED, that Madison County enter into Solid Waste Disposal Agreements and Business Convenience Agreements with Commercial Solid Waste Permittees that are approved by the Solid Waste Committee and that agree to abide by the provisions of the Agreements, copies of which are on file with the Clerk of the Board; and

BE IT FURTHER RESOLVED, that the Chairman of the Madison County Board of Supervisors is hereby authorized and directed to enter into the Solid Waste Disposal Agreements and Business Convenience Agreements with the following Solid Waste Committee approved Commercial Solid Waste Permittee:

Ritter & Paratore Contracting, Inc.
Oneida ANY AM, LLC
Marshmill Ranch, LLC
Rasmussen Excavation, LLC

Dated: August 9, 2022

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 22-_____

INCREASING THE NOT-TO-EXCEED LIMIT OF AN AGREEMENT WITH CORNERSTONE ENGINEERING AND GEOLOGY, PLLC FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, pursuant to Resolution No. 21-632, Madison County entered into an agreement with Cornerstone Engineering and Geology, PLLC for Professional Engineering Services to comprehensively analyze the components of the current solid waste management system and make recommendations to improve the long term system sustainability, for a one year term beginning January 1, 2022 and a not-to-exceed limit of \$75,000; and

WHEREAS, Cornerstone Engineering and Geology, PLLC has completed Phase I of the scope of work, as well as several components of Phase II, and continues to work towards completion of the summary report, however additional funds will be necessary to complete the project; and

WHEREAS, the County allocated \$75,000 of its American Rescue Plan Act of 2021 (ARPA) funds to this project (the original \$75,000 came out of the Solid Waste Department's budgeted funds) and the Solid Waste Committee recommends increasing the not-to-exceed limit to \$150,000 with the addition of these funds;

NOW, THEREFORE, BE IT RESOLVED, that the not-to-exceed limit of the agreement with Cornerstone Engineering and Geology, PLLC be increased to \$150,000. This resolution shall take effect immediately.

Dated: August 9, 2022

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH EGGAN
EXCAVATING AND EQUIPMENT COMPANY FOR VACUUM TRUCK SERVICES**

WHEREAS, the Madison County Department of Solid Waste requires vacuum truck services to properly maintain infrastructure at the Madison County Landfill; and

WHEREAS, the cost of these services are included in the Solid Waste Department budget; and

WHEREAS, Eggan Excavating and Equipment Company possesses the special skills and training required to perform these services;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby authorizes and directs the Chairman of the Board of Supervisors to enter into an agreement with Eggan Excavating and Equipment Company, Inc. for vacuum truck services at the Madison County Landfill, a copy of which is on file with the Clerk of the Board.

Dated: August 9, 2022

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

MADISON COUNTY BOARD OF SUPERVISORS OPPOSE LEGISLATION S.51001/A.41001 OR ANY FURTHER REGULATIONS TO BE IMPOSED ON RESPONSIBLE AND LEGAL GUN OWNERS

WHEREAS, on July 1, 2022, New York State Legislature enacted Senate Bill S.51001 and Assembly Bill A.41001, which among other things, makes obtaining and retaining a concealed carry gun permit an overly involved and lengthy burdensome process; and

WHEREAS, the Madison County Board of Supervisors is responsible for over 67,000 Residents in Madison County, many of whom are conceal carry permit holders and have been for many years; and

WHEREAS, many Madison County Residents also enjoy the sport of hunting and target shooting; and

WHEREAS, the New York State Legislature rolled through legislation in two days with no public input or discussion on new pistol, gun and ammunition restrictions, making it harder to obtain and retain gun and pistol permits, and ammunition for law abiding citizens; and

WHEREAS, among the most onerous of its provisions, it makes it a felony for any individual who has a valid concealed carry permit to bring a handgun to ANY New York State Park, house of worship and restaurants, where residents, businesses and municipalities operate, live, work, socialize, worship and pay taxes; and

WHEREAS, this legislation makes the public less safe by expanding and advertising the number of gun free zones and in doing so further penalizes valid concealed carry permit holders who abide by existing rules and regulations; and

WHEREAS, the Madison County Board of Supervisors consider this law to be an unconstitutional infringement upon our Second Amendment right for law abiding citizen's to bear arms and an overt infringement upon freedom and liberty in New York State, which will not resolve the problems of crime and illegal firearms; and

WHEREAS, Mental Health has become a concern in everyday life and has played a significant role in the recent increase in mass shootings and gun violence; and

WHEREAS, New York State Bail Reform has also played a significant role in recent gun violence and public safety; and

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors is strongly against any new or current gun control legislation that punishes, or is punitive in nature to current pistol permit holders, legal Madison County firearms dealers as well as legal Madison County gun owners; and

BE IT FURTHER RESOLVED that the Madison County Board of Supervisors recognizes that Mental Health plays a significant role in gun safety as well as public safety and supports better mental health screening of any new pistol permit applicants.

BE IT FURTHER RESOLVED that the Clerk to the Madison County Board of Supervisors shall forward copies of this resolution to New York State Governor Kathy Hochul, the New York State Legislature, and all others deemed necessary and proper.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Criminal Justice, Public Safety
and Emergency Communications Committee

RESOLUTION NO. 22-_____

ADOPTING LOCAL LAW NO. 3 FOR THE YEAR 2022

WHEREAS, there has been duly introduced Local Law No. 3 for the year 2022 entitled “A LOCAL LAW TO ADOPT AMENDMENTS TO THE NEW YORK STATE OPEN MEETINGS LAW FOR THE EXPANDED USE OF VIDEOCONFERENCING IN THE COUNTY OF MADISON”; and

WHEREAS, a public hearing on said local law was duly held by the Board of Supervisors of the County of Madison on August 9, 2022;

NOW, THEREFORE BE IT RESOLVED, that Local Law No.3 for the year 2022 be and the same is hereby adopted.

Dated: August 9, 2022

David R. Jones, Chairman

David R. Jones, Chairman
Administration and Oversight Committee

RESOLUTION NO. 22-_____

**APPOINTING A MEMBER TO THE REGION 7 DEPARTMENT OF ENVIRONMENTAL
CONSERVATION REGIONAL ADVISORY COMMITTEE ON OPEN SPACE**

WHEREAS, Article 49 of the Environmental Conservation Law established Regional Advisory Committees to provide the Department of Environmental Conservation and Office of Parks, Recreation and Historic Preservation with advice on preparation and implementation of an open space conservation program; and

NOW, THEREFORE BE IT RESOLVED, that Jamie Kowalczyk, Assistant Planning Director, be and is hereby appointed to represent Madison County on the Regional Advisory Committee for a term commencing on August 9, 2022 and to continue to serve at the pleasure of the Board.

Dated: August 9, 2022

Cliff Moses, Chairman

Cliff Moses, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. 22-_____

**APPOINTING MEMBERS TO THE REGION 7 FISH & WILDLIFE
MANAGEMENT BOARD**

WHEREAS, each of the nine counties comprising the Region 7 Fish & Wildlife Management Board (FWMB) may have three voting members, a landowner representative, a sportsmen's representative, and a legislative representative as well as an alternate for each position; and

NOW THEREFORE, BE IT RESOLVED, that Pete Walrod, Supervisor of the Town of Georgetown be appointed to the FWMB as the Madison County Legislative Representative's for a two year term, which expires on December 31, 2023, and Dave Wood, a Madison County landowner, be appointed as the Landowner Representative for a two year term, also expiring on December 31, 2023.

Dated: August 9, 2022

Cliff Moses, Chairman

Cliff Moses, Chairman
Planning, Economic Development,
Environmental and Intergovernmental Affairs
Committee

RESOLUTION NO. 22-_____

**APPOINTING A CLERK TO THE BOARD OF SUPERVISORS AND
ESTABLISHING THE 2022 SALARY**

WHEREAS, the office of the Clerk to the Board of Supervisors will be vacant effective August 10, 2022,

WHEREAS, Cindy Urtz will resign from her position of Clerk to the Board of Supervisors after forty-six years of dedicated County service; and

THEREFORE BE IT RESOLVED, pursuant to Section 47 of the County Law, that Emily Burns be and is hereby appointed as Clerk to this Board of Supervisors effective August 11, 2022, to serve for the life of this Board and until her successor is appointed and shall have qualified.

BE IT FURTHER RESOLVED that the 2022 salary of \$68,422 be and hereby is established in accordance with the Madison County Management Salary Plan.

Dated: August 9, 2022

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Government Operations Committee