

**Administration and Oversight**  
**Thursday, April 22, 2021 @ 12:30 PM**  
**Zoom**

**AGENDA**

**12:30 PM      Call Meeting to Order**

**Approval of Minutes**

- A&O Meeting Minutes - March 18, 2021

**Board of Elections:**

1. Department Update

**Purchasing:**

1. Department Update

**Resolutions:**

1. Approving Trade-In of 2017 Ferris Mowers
2. Authorizing the Chairman to enter into various agreements for pollsite usage for voting
3. Amending Rule No. 9A of the Rules of the Madison County Board of Supervisors
4. Modifying contract approval in the County Contract Policy and Procedures

**Other Committee Business**

**Preferred Agenda**

**Next Meeting:**

1. May 20, 2021 @ 12:30 PM

**Adjourn**

## **MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE**

COUNTY OFFICE BUILDING  
P.O. BOX 636

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



**Eileen M. Zehr**

Personnel Officer  
eileen.zehr@madisoncounty.ny.gov

**Ryan D. Aylward**

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

### **Administration and Oversight Thursday, March 18, 2021 @ 12:30 PM Chambers**

#### **MINUTES**

#### **12:30 Call Meeting to Order PM**

Chairman Dave Jones called the meeting to order at 12:33 p.m. via Zoom video conference.

Committee Members present:

Chairman Dave Jones, Vice Chairwoman Yvonne Nirelli, Supervisor Ron Bono, Supervisor T.J. Stokes, and Supervisor Joe Ostrander

Others present:

County Administrator Mark Scimone, Second Assistant County Attorney Melissa Martel Felton, Elections Commissions Mary Egger and Alan Cohen

#### **Approval of Minutes**

- A&O Meeting Minutes - February 18, 2021

Motion by Ron Bono to approve the minutes of the February 18, 2021 meeting. Second by T.J. Stokes. The motion was Passed.

#### **Board of Elections:**

1. Department Update

Elections Commissioner Mary Egger informed the committee that the village election in Earlville was a success. It was held from 12 - 9 p.m. and there were 21 voters. Elections is considering going to mayors to discuss coordinating all village elections into one. There are currently six village elections with varied dates and each one takes significant time. The proposal would add them to the November ballot, likely getting more residents to vote. Elections is looking at the options and logistics.

In regards to early voting, a new law requires voting be located in the most populated municipality which would be the Town of Sullivan in the north-west corner of our county. Moving to the Town of Sullivan instead of the County Office Building in Wampsville makes voting less convenient for our rural, south-east county residents. Unless there is an exception to the law, we will be looking at a couple different locations and transit routes in the Town of Sullivan. Security of ballots will be a priority. Egger stated that the law does not meet the needs of our county or residents and we do not have the budget or staff for two polling sites, and recommended contacted our legislators.

### **Resolutions:**

1. Designating Disposal of Surplus County Personal Property  
Motion by Ron Bono to approve the resolution. Second by T.J. Stokes. The motion was Passed.
2. Designating Disposal of Obsolete and/or Surplus County Personal Property  
Motion by T.J. Stokes to approved the resolution. Second by Yvonne Nirelli. The motion was Passed.
3. Authorizing the Chairman to enter into an agreement with Phoenix Graphics, Inc. to purchase Optical Scan Ballots  
Motion by Yvonne Nirelli to approve the resolution. Second by Joe Ostrander. The motion was Passed.
4. Authorizing the Board of Elections to enter into a Voting Equipment Usage Agreement for Elections not conducted by the County Board of Elections with School Districts  
Motion by Ron Bono to approve the resolution. Second by Yvonne Nirelli. The motion was Passed.
5. Authorizing an Inter-Municipal agreement with Madison-Oneida BOCES Business Card Printing and other printing services not provided by Central Services  
Motion by Yvonne Nirelli to approve the resolution. Second by T.J. Stokes. The motion was Passed.

### **Other Committee Business**

County Administrator Mark Scimone stated that Purchasing's new part-time OAI has been a big help to the Purchasing Office and thanked the committee for allowing her to fill the position.

### **Preferred Agenda**

Motion by Ron Bono to place resolutions 1-4 in Administration and Oversight's

preferred agenda. Second by T.J. Stokes. The motion was Passed.

**Next Meeting:**

1. April 22, 2021 @ 12:30 AM

**Adjourn**

Motion by Yvonne Nirelli to adjourn at 1:02 p.m.. Second by Joe Ostrander.  
The motion was Passed.

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING TRADE-IN OF 2017 FERRIS MOWERS**

**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**, White's Farm Supply has provided a trade-in value of \$6,000 & \$6,500 for Madison County Facilities Department's 2017 153200 Ferris Mower & Pro S Ferris Mower; and

**WHEREAS**, White's Farm Supply has provided a trade difference cost of \$7,500 that would allow Madison County Facilities Department to trade 153200 Ferris Mower & 125414 Pro S Ferris Mower for 2 new 2021 153200 Ferris Mowers; and

**WHEREAS**, the cost of the trade-in equipment has been appropriated in the 2021 County Buildings Budget; and

**WHEREAS**, the Highway, Buildings and Grounds Committee met on March 24, 2021, to review and recommend the trade-in of equipment; and

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

Dated: May 11, 2021

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**David Jones, Chairman**  
**Administration and Oversight Committee**

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING THE CHAIRMAN TO ENTER INTO VARIOUS AGREEMENTS FOR  
POLLSITE USAGE FOR VOTING**

**WHEREAS**, pursuant to Election Law § 4-104 a resolution was passed by the Madison County Board of Supervisors consolidating the responsibility for polling sites, and other election matters, solely in the Madison County Board of Elections; and

**WHEREAS**, in the past, the local municipalities have entered into agreements with the owners of the respective polling sites for the purpose of allowing elections to be held at said sites; and

**WHEREAS**, the Board of Elections has been undertaking the changes required to transition the control of polling sites and other election functions from the local municipalities to the Madison County Board of Elections; and

**WHEREAS**, Madison County requires an agreement to determine terms, insurance and liability before said premise(s) can be used for the purpose of holding elections; and

**WHEREAS**, the Agreements with the polling site owners are regarding the following pollsites; Leonardsville Fire House, Brookfield Town Building, North Brookfield Fire House, New Woodstock Free Library, Cazenovia American Legion Post 88, Cazenovia Public Library, DeRuyter Town Building, Eaton Town Building, Fenner Town Hall, Georgetown Town Hall, Hamilton Public Library, Earlville Village Office, Poolville Community Center, Lebanon Town Office Building, New Life Church Cafe, Grace Lutheran Church, St. Agatha's Church Center, Canastota Overseas Veteran's Association, Heritage Baptist Church, Lincoln Town Building, Madison Fire House, Erieville Fire House, Nelson Town Building, Smithfield Community Center, Stockbridge Town Building, Sullivan Free Library, Sullivan Veteran's Memorial Parks & Recreational Building, Bridgeport Fire House, Fyler Community Center, Sullivan Town Office Building, St. Paul's United Methodist Church and Kallet Civic Center; and

**WHEREAS**, the Agreements have been reviewed and approved by the Administration and Oversight Committee;

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into these agreements on behalf of Madison County with the above listed the polling site owners, in the forms as are on file with the Clerk of the Board.

Dated: May 11, 2021

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David Jones, Chairman  
Administration and Oversight Committee

**THIS LEASE AGREEMENT**, by and between the COUNTY OF MADISON, a municipality of the State of New York, with John M. Becker as Chairman of the Madison County Board of Supervisors, with its principal offices at 138 North Court Street, Wampsville, New York, hereinafter called the "Tenant," and Hamilton Public Library, having a principal office and place of business at 13 Broad St, Hamilton, New York hereinafter called the "Landlord";

### **W I T N E S S E T H**

**WHEREAS**, the Tenant is charged with designating and conducting elections within the election district for the benefit of the citizens; and

**WHEREAS**, by holding elections at the Building, the Landlord is providing a community service and gaining notoriety of its facility; or

**WHEREAS**, the Landlord receives a tax exemption, tax abatement, subsidy, grant or loan by an agency of the state or a political subdivision thereof, and is entering this Lease Agreement to satisfy the provisions of §4-104 of the Election Law;

**NOW, THEREFORE**, in consideration of which the undersigned hereto do mutually agree as follows:

#### **ARTICLE 1: Premises, Term and Rent**

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described as the meeting room at the Public Library located at 13 Broad Street, (the "Building"), for the term hereinafter stated, and upon and subject to the terms and conditions and covenants hereinafter provided.

1.02 The term of the Lease for use of the Building for the general elections shall commence at 12:01 a.m. on November 2nd, 2021, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.03 The term of the Lease for use of the Building for Village of Hamilton election shall commence at 12:01 a.m. on June 22<sup>nd</sup>, 2021, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.04 The term of the Lease for use of the Building for any special election shall commence at 12:01 a.m. on the day of the special election, and shall expire at 11:59 p.m. on the same day. Notice of the date of any special election will be provided as soon after the State informs the Board of Elections of said election as is feasible. The term of the Lease for use of the Building for any special election will be subject to the covenants and conditions of this lease or pursuant to law.

#### **ARTICLE 2: Use**

2.01 Tenant shall use and occupy the lower level meeting room of the Building for the conduct of primary, general, village and special elections and for no other purposes.

### **ARTICLE 3: Insurance**

3.01 Tenant represents that it maintains and covenants to keep in full force and effect during the term hereof a deductible legal liability insurance policy in excess of five million (\$5,000,000) dollars.

3.02 Landlord represents that it maintains and covenants to keep in full force and effect during the term hereof a comprehensive policy of liability insurance protecting Landlord against any liability whatsoever occasioned by accident on or about the Building or any appurtenances thereto. The Landlord agrees to provide General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits one million (\$1,000,000) dollars each occurrence, two million (\$2,000,000) dollars aggregate.

3.03 When possible, the required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Cindy Urtz, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

### **ARTICLE 4: Landlord's Other Services**

4.01 Landlord, at its expense, shall provide public elevator service, if necessary. In conjunction with the Tenant, the Landlord shall be responsible for ensuring that the Building is in compliance with the Americans with Disabilities Act and other similar governmental requirements during all terms of this Lease.

### **ARTICLE 5: Indemnification**

5.01 Landlord agrees to defend, indemnify, and hold harmless the Tenant, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with the Building which the Tenant, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Landlord, its employees, representatives, assignees, or agents.

5.02 Tenant agrees to defend, indemnify, and hold harmless the Landlord, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with use of the Building as a polling place during the terms of this Lease, which the Landlord, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Tenant, its employees, representatives, assignees, or agents. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord shall resist and defend such action or proceeding.

## ARTICLE 6: Miscellaneous

Except as otherwise provided herein,

6.01 the Tenant shall have no liability under this Lease to Landlord or to anyone else beyond funds appropriated and available for this Lease.

6.02 this Lease shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by both parties.

6.03 the Tenant may, by written notice to the Landlord effective upon mailing, terminate this Lease in whole or in part at any time (1) for the Tenant's convenience or (2) upon the failure of the Landlord to comply with any of the terms or conditions of this Lease.

6.04 the Landlord shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Building during all terms of this Lease. The Landlord shall also ensure that adequate lighting is provided both inside and outside the Building, including all areas designated for parking within the control of the Landlord, during all terms of this Lease.

6.05 the Landlord must ensure that there is a sufficient number of tables and chairs per election district in the area of the Building established as the polling place.

6.06 the Landlord must ensure that any baked food sales or other public events scheduled to occur in the Building during all terms of this Lease are held in an area away from the polling place and all voters and in a manner that will not interfere with the conduct of the elections.

6.07 if the Landlord requires the Tenant to complete a separate use of facilities form, the Landlord must forward such form to the Board of Elections with a signed copy of this Lease at least thirty (30) days prior to the commencement of the lease term for the primary elections.

6.08 The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on , for the primary election, and on November 2nd, 2021, for the general election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on the day of any special election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Tenant shall be permitted to access the Building commencing at 5:30 A.M. and to remain in the Building until the election process is complete for each election.

6.09 the Landlord must allow the Tenant access to the Building to setup and inspect voting machines during any mutually agreeable hours, however permission cannot be unreasonably withheld by the Landlord.

6.10 it is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Lease, which alone fully and completely expresses their agreements and that the same is entered into after full investigation. Neither party is relying upon any statement nor representation made by the other that is not embodied in this Lease.

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

COUNTY OF MADISON

DATED: \_\_\_\_\_

By: \_\_\_\_\_

John M. Becker  
Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

**THIS LEASE AGREEMENT**, by and between the COUNTY OF MADISON, a municipality of the State of New York, with John M. Becker as Chairman of the Madison County Board of Supervisors, with its principal offices at 138 North Court Street, Wampsville, New York, hereinafter called the "Tenant," and Cazenovia Public Library, having a principal office and place of business at 100 Albany St, Cazenovia, New York hereinafter called the "Landlord";

### **W I T N E S S E T H**

**WHEREAS**, the Tenant is charged with designating and conducting elections within the election district for the benefit of the citizens; and

**WHEREAS**, by holding elections at the Building, the Landlord is providing a community service and gaining notoriety of its facility; or

**WHEREAS**, the Landlord receives a tax exemption, tax abatement, subsidy, grant or loan by an agency of the state or a political subdivision thereof, and is entering this Lease Agreement to satisfy the provisions of §4-104 of the Election Law;

**NOW, THEREFORE**, in consideration of which the undersigned hereto do mutually agree as follows:

#### **ARTICLE 1: Premises, Term and Rent**

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described as the downstairs community room located at 100 Albany Street, (the "Building"), for the term and rent hereinafter stated, and upon and subject to the terms and conditions and covenants hereinafter provided.

1.03 The term of the Lease for use of the Building for the general election shall commence at 12:01 a.m. on November 2nd, 2021, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.04 The term of the Lease for use of the Building for Village and Primary elections shall commence at 12:01 a.m. on day of the special election, and shall expire at 11:59 p.m. on the same day. Notice of the date of any special election will be provided as soon after the State informs the Board of Elections of said election as is feasible. The term of the Lease for use of the Building for any special election will be subject to the covenants and conditions of this lease or pursuant to law.

1.05 The total "rent" for any and all terms of the Lease, which occur between June 1st, 2021 and May 31, 2022, for use of the Building shall be seventy-five dollars (\$75). Such rent shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification). Further, such rent shall include gas, electric, water, sewer, telephone, trash removal, snow and ice removal, and other utilities.

## **ARTICLE 2: Use**

2.01 Tenant shall use and occupy the lower level meeting room of the Building for the conduct of primary, general, village and special elections and for no other purposes.

## **ARTICLE 3: Insurance**

3.01 Tenant represents that it maintains and covenants to keep in full force and effect during the term hereof a deductible legal liability insurance policy in excess of five million (\$5,000,000) dollars.

3.02 Landlord represents that it maintains and covenants to keep in full force and effect during the term hereof a comprehensive policy of liability insurance protecting Landlord against any liability whatsoever occasioned by accident on or about the Building or any appurtenances thereto. The Landlord agrees to provide General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits one million (\$1,000,000) dollars each occurrence, two million (\$2,000,000) dollars aggregate.

3.03 When possible, the required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Cindy Urtz, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

## **ARTICLE 4: Landlord's Other Services**

4.01 Landlord, at its expense, shall provide public elevator service, if necessary. In conjunction with the Tenant, the Landlord shall be responsible for ensuring that the Building is in compliance with the Americans with Disabilities Act and other similar governmental requirements during all terms of this Lease.

## **ARTICLE 5: Indemnification**

5.01 Landlord agrees to defend, indemnify, and hold harmless the Tenant, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with the Building which the Tenant, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Landlord, its employees, representatives, assignees, or agents.

5.02 Tenant agrees to defend, indemnify, and hold harmless the Landlord, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with use of the Building as a polling place during the terms of this Lease, which the Landlord, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Tenant, its employees, representatives, assignees, or agents. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord shall resist and defend such action or proceeding.

## **ARTICLE 6: Miscellaneous**

Except as otherwise provided herein,

6.01 the Tenant shall have no liability under this Lease to Landlord or to anyone else beyond funds appropriated and available for this Lease.

6.02 this Lease shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by both parties.

6.03 the Tenant may, by written notice to the Landlord effective upon mailing, terminate this Lease in whole or in part at any time (1) for the Tenant's convenience or (2) upon the failure of the Landlord to comply with any of the terms or conditions of this Lease.

6.04 the Landlord shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Building during all terms of this Lease. The Landlord shall also ensure that adequate lighting is provided both inside and outside the Building, including all areas designated for parking within the control of the Landlord, during all terms of this Lease.

6.05 the Landlord must ensure that there is a sufficient number of tables and chairs per election district in the area of the Building established as the polling place.

6.06 the Landlord must ensure that any baked food sales or other public events scheduled to occur in the Building during all terms of this Lease are held in an area away from the polling place and all voters and in a manner that will not interfere with the conduct of the elections.

6.07 if the Landlord requires the Tenant to complete a separate use of facilities form, the Landlord must forward such form to the Board of Elections with a signed copy of this Lease at least thirty (30) days prior to the commencement of the lease term for the primary elections.

6.08 The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on , for the primary election, and on November 2nd, 2021, for the general election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on the day of any special election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Tenant shall be permitted to access the Building commencing at 5:30 A.M. and to remain in the Building until the election process is complete for each election.

6.09 the Landlord must allow the Tenant access to the Building to setup and inspect voting machines during any mutually agreeable hours, however permission cannot be unreasonably withheld by the Landlord.

6.10 it is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Lease, which alone fully and completely expresses their agreements and that the same is entered into after full investigation. Neither party is relying upon any statement nor representation made by the other that is not embodied in this Lease.

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

COUNTY OF MADISON

DATED: \_\_\_\_\_

By: \_\_\_\_\_

John M. Becker  
Chairman, Board of Supervisors

DATED: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

**THIS LEASE AGREEMENT**, by and between the COUNTY OF MADISON, a municipality of the State of New York, with John M. Becker as Chairman of the Madison County Board of Supervisors, with its principal offices at 138 North Court Street, Wampsville, New York, hereinafter called the "Tenant," and the Sullivan Veteran's Memorial Parks & Recreation Bldg. having a principal office and place of business at 707 Mohawk St., Chittenango, New York hereinafter called the "Landlord";

### **W I T N E S S E T H**

**WHEREAS**, the Tenant is charged with designating and conducting elections within the election district for the benefit of the citizens; and

**WHEREAS**, by holding elections at the Building, the Landlord is providing a community service and gaining notoriety of its facility; or

**WHEREAS**, the Landlord receives a tax exemption, tax abatement, subsidy, grant or loan by an agency of the state or a political subdivision thereof, and is entering this Lease Agreement to satisfy the provisions of §4-104 of the Election Law;

**NOW, THEREFORE**, in consideration of which the undersigned hereto do mutually agree as follows:

#### **ARTICLE 1: Premises, Term and Rent**

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described as the main room of the Sullivan Veteran's Memorial Parks & Recreation Bldg located at 707 Mohawk Street, (the "Building"), for the term and rent hereinafter stated, and upon and subject to the terms and conditions and covenants hereinafter provided.

1.02 The term of the Lease for the use of the building for the primary election shall commence at 6:00 a.m. on June 22<sup>nd</sup>, 2021 and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of the lease of pursuant to law.

1.03 The term of the Lease for use of the Building for the general election shall commence at 12:01 a.m. on November 3rd, 2020, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.04 The term of the Lease for use of the Building for any special election shall commence at 12:01 a.m. on day of the special election, and shall expire at 11:59 p.m. on the same day. Notice of the date of any special election will be provided as soon after the State informs the Board of Elections of said election as is feasible. The term of the Lease for use of the Building for any special election will be subject to the covenants and conditions of this lease or pursuant to law.

1.05 The term of the Lease for the use of the Building for Early Voting shall commence at 9:00 ten days before the primary and general election and shall expire at 11:59 p.m. the Sunday before the election, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of the lease or pursuant to law.

## **ARTICLE 2: Use**

2.01 Tenant shall use and occupy the main room of the Building for the conduct of primary, general, village and special elections and for no other purposes.

## **ARTICLE 3: Insurance**

3.01 Tenant represents that it maintains and covenants to keep in full force and effect during the term hereof a deductible legal liability insurance policy in excess of five million (\$5,000,000) dollars.

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3.02 Landlord represents that it maintains and covenants to keep in full force and effect during the term hereof a comprehensive policy of liability insurance protecting Landlord against any liability whatsoever occasioned by accident on or about the Building or any appurtenances thereto. The Landlord agrees to provide General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits one million (\$1,000,000) dollars each occurrence, two million (\$2,000,000) dollars aggregate.

3.03 When possible, the required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Cindy Urtz, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

## **ARTICLE 4: Landlord's Other Services**

4.01 Landlord, at its expense, shall provide public elevator service, if necessary. In conjunction with the Tenant, the Landlord shall be responsible for ensuring that the Building is in compliance with the Americans with Disabilities Act and other similar governmental requirements during all terms of this Lease.

## **ARTICLE 5: Indemnification**

5.01 Landlord agrees to defend, indemnify, and hold harmless the Tenant, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with the Building which the Tenant, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Landlord, its employees, representatives, assignees, or agents.

5.02 Tenant agrees to defend, indemnify, and hold harmless the Landlord, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with use of the Building as a polling place during the terms of this Lease, which the Landlord, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Tenant, its employees, representatives, assignees, or agents. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord shall resist and defend such action or proceeding.

**ARTICLE 6:** Miscellaneous

Except as otherwise provided herein,

6.01 the Tenant shall have no liability under this Lease to Landlord or to anyone else beyond funds appropriated and available for this Lease.

6.02 this Lease shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by both parties.

6.03 the Tenant may, by written notice to the Landlord effective upon mailing, terminate this Lease in whole or in part at any time (1) for the Tenant's convenience or (2) upon the failure of the Landlord to comply with any of the terms or conditions of this Lease.

6.04 the Landlord shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Building during all terms of this Lease. The Landlord shall also ensure that adequate lighting is provided both inside and outside the Building, including all areas designated for parking within the control of the Landlord, during all terms of this Lease.

6.05 the Landlord must ensure that there is a sufficient number of tables and chairs per election district in the area of the Building established as the polling place.

6.06 the Landlord must ensure that any baked food sales or other public events scheduled to occur in the Building during all terms of this Lease are held in an area away from the polling place and all voters and in a manner that will not interfere with the conduct of the elections.

6.07 if the Landlord requires the Tenant to complete a separate use of facilities form, the Landlord must forward such form to the Board of Elections with a signed copy of this Lease at least thirty (30) days prior to the commencement of the lease term for the primary elections.

6.08 The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on November 3rd, 2020, for the general election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on the day of any special election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Tenant shall be permitted to access the Building commencing at 5:30 A.M. and to remain in the Building until the election process is complete for each election.

6.09 the Landlord must allow the Tenant access to the Building to setup and inspect voting machines during any mutually agreeable hours, however permission cannot be unreasonably withheld by the Landlord.

6.10 it is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Lease, which alone fully and completely expresses their agreements and that the same is entered into after full investigation. Neither party is relying upon any statement nor representation made by the other that is not embodied in this Lease.

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

COUNTY OF MADISON

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
John M. Becker  
Chairman, Board of Supervisors

DATED: \_\_\_\_\_ By: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

STATE OF NEW YORK )

COUNTY OF MADISON )

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

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

\_\_\_\_\_  
Notary

**RESOLUTION NO. 21-\_\_\_\_\_**

**AMENDING RULE NO. 9A OF THE RULES OF THE  
MADISON COUNTY BOARD OF SUPERVISORS**

**WHEREAS**, the Administration and Oversight Committee reviewed and approved changes to Rule No. 9a of the Rules of the Madison County Board of Supervisors; and

**WHEREAS**, the proposed change has been made in writing, offered and laid upon the table for more than 24 hours prior to this meeting in accordance with Rule No. 25 of the Rules of the Madison County Board of Supervisors; and

**WHEREAS**, a copy of proposed changes have been distributed to all Supervisors by placing same on their desks;

**NOW, THEREFORE BE IT RESOLVED**, that the attached revised Rule No. 24 is hereby approved by the Madison County Board of Supervisors, effective immediately.

Dated: May 11, 2021

*Due to Coronavirus executive order no  
Signature obtained at this time.*

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David R. Jones, Chairman  
Administrative and Oversight Committee

## **RULE 9A.**

**A Preferred Agenda by legislative committee may be presented at any regular/annual session of the Board of Supervisors. A Preferred Agenda shall be limited to resolutions that have been adopted unanimously in committee(s) and designated by the recommending legislative committee or the Chair of the Board of Supervisors, as being routine and not likely to need or require discussion by the Board. However, any Supervisor may request, and must be granted in all instances, that separate consideration be given to any resolution within a Preferred Agenda, as such Agenda comes before the Board for consideration. A Preferred Agenda, as such shall be voted upon by a single Roll Call vote. The Clerk of the Board shall assign appropriate introductory and permanent numbers to each resolution within a Preferred Agenda. Resolutions shall not be included in the preferred agenda if they: Adopt local laws; Change the Rules of the Board of Supervisors; Require a greater than simple majority vote to approve; Appropriate more than \$100,000 from the Contingent fund or from any fund balance; Levy taxes or fees; Ratify union contracts; Authorize borrowing; Received any negative vote(s) in committee; Are designated as non-routine by the recommending**

**legislative committee or Chair of the Madison County Board of Supervisors.**