



MADISON COUNTY BOARD OF SUPERVISORS

JOHN M. BECKER

Chairman

MARK SCIMONE

County Administrator

EMILY C. BURNS

Clerk

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Wampsville, NY 13163

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MADISON COUNTY BOARD OF SUPERVISORS

Meeting Agenda - Tuesday, March 14, 2023

Meeting Schedule

10:00 A.M. Committee of the Whole - All Supervisors - Chambers

11:00 A.M. Board Meeting - Chambers

11:05 A.M. Public Hearing - Including Properties in Madison County Agricultural Districts - Chambers

Presentation 2022 Departmental Review - County Administrator Mark Scimone

Proclamations

Problem Gambling Awareness Month 2023

Resolution of Appreciation

1. Resolution of Appreciation - Retiree Recognition

Resolutions - Preferred Agenda

By Government Operations Committee:

2. Resolution Amending Purchasing Policy and Procedures
3. Amending the Wage Rates and Fringe Benefits for Non-Represented Employees in Teamsters Bargaining Unit Job Titles Policy and Procedures
4. Amending the Non-Represented Employees in Job Titles in the Police Benevolent Association Bargaining Unit and for Special Patrol Officers Policy and Procedures
5. Creating a Temporary Full-time Deputy County Clerk Position in the Office of the County Clerk
6. Creating Two Temporary Positions in the Planning Department's Workforce Development Division
7. Reallocating the Title of Emergency Medical Services Coordinator in the Management Salary Plan and Suspending a Stipend
8. Approving Trade-In of 2006 Volvo G946 Grader
9. Approving Trade-In of 2020 Caterpillar 962M Loader
10. Approving Trade-In of Two 2018 John Deere 5100E Tractor with Boom Mowers
11. Approving Trade-In of 2020 Bobcat S630 Skid Steer
12. Authorizing the Chairman to Enter Into a Modification and Extension Agreement with Phoenix Graphics to Purchase Optical Scan Ballots

13. Authorizing the Chairman to Enter Into an Agreement with Madison County Municipalities for Information Technology Services

By Finance, Ways and Means Committee:

14. Indicating Certain Intent Pursuant to RPTL 487(9) and Directing the Madison County Department of Law to Issue Certain Notice to New Leaf Energy, Inc.
15. Authorizing the Chairman to Enter into an Agreement with Herkimer County Historical Society
16. Establishing an Emergency Medical Service Agency Funding Plan
17. Establishing Funding for the ALS Medic Car and EMS Training Programs and Establishing an EMS Reserve Fund
18. Authorizing the Modification of the 2023 Adopted County Budget (8990 Aquatic Vegetation Project)
19. Authorizing the Modification of the 2023 Adopted County Budget (5113 Consolidated Highway Program)
20. Authorizing the Modification of the 2023 Adopted County Budget (1990 Contingent Fund/3110 Sheriff's Office)

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

21. Authorizing an agreement with the New York Power Authority
22. Authorizing Chairman to Enter into an Agreement between the Oswego County Soil and Water District and Madison County
23. Adopting the Inclusion of Certain Parcels of Predominantly Agricultural Land in Certified Agricultural Districts
24. Urging New York State to return Home Rule Authority to localities for the siting of all wind and solar energy systems that was taken away under the Accelerated Renewable Energy Growth and Community Benefit Act and Regulations under 94-C of the Executive Law
25. Authorizing an Agreement with LeChase for the Delphi Falls County Park construction Project

By Criminal Justice, Public Safety and Emergency Communications Committee:

26. Appointing Madison County Fire Advisory Board Members for 2023-2026
27. Authorizing Verizon Wireless to Upgrade Equipment on Carey Hill Road Tower
28. Authorizing the Application and Acceptance of Grant Funds from the New York State Division of Homeland Security and Emergency Services for Statewide Interoperable Communications
29. Authorizing the Application and Acceptance of Grant Funds from the New York State Division of Homeland Security and Emergency Services for Public Safety Answering Points Operations
30. Authorizing the Chairman to Enter Into an Agreement with Chittenango Central School for Ambulance Refueling
31. Authorizing the Chairman to Enter into an Agreement with Diversion Management, LLC to Administer a Traffic Diversion Program
32. Authorizing the Chairman to Enter Into an Agreement with Support Canine

Handler Debra George

33. Authorizing the Chairman to Enter Into an Agreement with MultiMed Billing Service, Inc. for Emergency Medical Service Billing
34. Authorizing the Chairman to Enter into a Memorandum of Understanding with the Town of Sullivan for EMS/Ambulance Services

By Highway, Buildings and Grounds Committee:

35. Authorizing the Chairman to Modify an Agreement with C&S Engineers
36. Authorizing the Chairman to Enter into an Agreement with National Grid
37. Authorizing the Chairman to Renew an Agreement with Constellation NewEnergy, Inc. for Electric Supply

By Solid Waste and Recycling Committee:

38. Authorizing the Chairman to Enter into a Modification and Extension Agreement with Costich Engineering, Land Surveying and Landscape Architecture, D.P.C. for Professional Surveying Services
39. Authorizing the Chairman to Enter into a Modification and Extension Agreement with Barton & Loguidice, D.P.C. for Professional Solid Waste Engineering Services
40. Resolution Opposing Waste Disposal Surcharges and Requesting an Exemption for Planning Units
41. Authorizing the Chairman to Enter into a Termination Agreement with the Village of Canastota
42. Authorizing the Chairman to Enter into an Agreement with the Village of Canastota for Biosolids Disposal

Resolutions – Regular Agenda

43. Modifying an Agreement with VMC Group Inc, DBA VMC Consultants Inc. for Transportation Services

PUBLIC COMMENT PERIOD

ANY OTHER BUSINESS

Emily C. Burns, Clerk

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Click on Departments - Board of Supervisors

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

PROCLAMATION
PROBLEM GAMBLING AWARENESS MONTH 2023

WHEREAS, problem gambling is a preventable public health issue that affects over 600,000 New York residents of all ages, races, and ethnic backgrounds, and causes significant societal and economic costs for families, businesses and communities; and

WHEREAS, expanding availability and accessibility of gambling activities in New York State increase our collective risk for problem gambling; and

WHEREAS, problem gambling is treatable, and treatment is effective in minimizing this harm to both individuals and society as a whole; and

WHEREAS, promoting public awareness provides New Yorkers an opportunity to educate the public and policy makers about the warning signs and available support for individuals and families struggling with problems related to gambling activity; and

WHEREAS, the New York Council on Problem Gambling, and the Central Region Problem Gambling Resource Center invite all residents of Madison County, New York to participate in Problem Gambling Awareness Month; and

WHEREAS, the National Council on Problem Gambling, the New York Council on Problem Gambling and the Central Region Problem Gambling Resource Center have designated March 2023 as Problem Gambling Awareness Month; and

NOW, THEREFORE BE IT RESOLVED, I, John M. Becker, Chairman of the Board, do hereby proclaim the month of March 2023 as

Problem Gambling Awareness Month in Madison County, New York

and encourage all citizens to support the New York Council on Problem Gambling, and the Central Region Problem Gambling Resource Center in their efforts to raise awareness and stimulate action for the issue of problem gambling with friends, family, clients and communities.

**Given under my hand and the seal of Madison
County in Wampsville, New York on the 14th
day of March in the Year Two Thousand and
Twenty Three**

**John M. Becker, Chairman
Madison County Board of Supervisors**

RESOLUTION NO. 23-_____

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 certain County employees with an upcoming retirement is in order,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby recognize the dedicated contributions of Gwendalyn Williamson and Mark Bigelow upon their retirement.

Gwendalyn F. Williamson
Mark A. Bigelow

Planning
Sheriff's Office

2001 - 2023
2007 - 2023

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. _____

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 Government Operations 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: March 14, 2023

Paul Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AMENDING THE WAGE RATES AND FRINGE BENEFITS FOR
NON-REPRESENTED EMPLOYEES IN TEAMSTERS BARGAINING UNIT
JOB TITLES POLICY AND PROCEDURES**

WHEREAS, the current wage schedule for part-time Corrections Officers has been in effect since February of 2022; and

WHEREAS, in order to maintain adequate staffing of part-time Corrections Officers, the Sheriff has requested that the hourly wage for these employees be tied to the hire rate of the bargaining unit employees in that title; and

WHEREAS, the Wage Rates and Fringe Benefits for Non-Represented Employees in Teamsters Bargaining Unit Job Titles Policy outlines the terms and conditions of employment for this group of part-time (*working less than 50% of the normal work week*) and all temporary Corrections Officers; and

WHEREAS, Section 205 of the County Law authorizes the Board of Supervisors to fix the compensation of County employees; and

WHEREAS, the Government Operations Committee has reviewed the proposed changes to the wage rates for non-represented employees in Teamsters Bargaining Unit Job titles and recommends adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts the Wage Rates and Fringe Benefits for Non-Represented Employees in Teamster Bargaining Unit Job Titles Policy and Procedures as amended effective immediately.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AMENDING THE NON-REPRESENTED EMPLOYEES IN JOB TITLES IN THE POLICE
BENEVOLENT ASSOCIATION BARGAINING UNIT AND FOR SPECIAL PATROL
OFFICERS POLICY AND PROCEDURES**

WHEREAS, the current wage schedule for Special Patrol Officers and part-time Deputy Sheriffs has been in effect since January of 2022; and

WHEREAS, in order to retain adequate staffing of Special Patrol Officers and part-time Deputy Sheriffs, the Sheriff has requested that the hourly wage for these employees be tied to the hire rate of Deputy Sheriff in the bargaining unit; and

WHEREAS, Section 205 of the County Law authorizes the Board of Supervisors to fix the compensation of County employees; and

WHEREAS, the Government Operations Committee has reviewed the proposed changes to the wage rates for non-represented employees in job titles in the Police Benevolent Association Bargaining Unit and Special Patrol Officer title and recommends adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts the Wage Rates and Fringe Benefits for Non-Represented Employees in Job Titles in the Madison County Deputy Sheriffs Police Benevolent Association and for Special Patrol Officers Policy and Procedures as amended effective immediately.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**CREATING A TEMPORARY FULL-TIME DEPUTY COUNTY CLERK POSITION IN
THE OFFICE OF THE COUNTY CLERK**

WHEREAS, a Deputy County Clerk will be retiring soon; and

WHEREAS, the County Clerk has requested the creation of a temporary, Deputy County Clerk position in order to accomplish a successful transition following the retirement; and

WHEREAS, the salary for this position will be funded through appropriations in the County Clerk's budget; and

WHEREAS, this request has been reviewed and approved in accordance with the vacancy review procedure by the Finance Ways and Means Committee and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that one (1) temporary full-time Deputy County Clerk position be and hereby is created effective April 1, 2023 to be abolished no later than July 1, 2023; and

BE IT FURTHER RESOLVED that the County Clerk be and hereby is authorized to fill said position at the 2023 salary of \$58,363 in accordance with the Madison County Management Salary Plan.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H, Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**CREATING TWO TEMPORARY POSITIONS IN THE PLANNING DEPARTMENT'S
WORKFORCE DEVELOPMENT DIVISION**

WHEREAS, the Madison County Planning Department's Workforce Development Division will operate a Workforce Innovation & Opportunity Act (WIOA) and/or Temporary Assistance for Needy Families (TANF) Summer Youth Employment Program during 2023 if funds are appropriated; and

WHEREAS, this summer program may employ up to one hundred (100) youths, ages 14-21 (age depends on the funding streams), which may require up to two (2) temporary Summer Youth Counselor positions; and

WHEREAS, the wages and fringe for the Summer Youth Counselor positions are one hundred percent (100%) federally funded under the WIOA and TANF programs; and

WHEREAS, the County Planning Director certifies that no hiring will occur until official word of appropriation is received; and

WHEREAS, the request was submitted in accordance with the vacancy review procedure and has been approved by the Planning, Economic Development, Environmental and Intergovernmental Affairs and Government Operations Committees;

NOW THEREFORE BE IT RESOLVED, that the two (2) Summer Youth Counselor positions be and hereby are created, if appropriations are received, at an hourly rate not to exceed \$20.00 per hour; and

BE IT FURTHER RESOLVED, that the County Planning Director is hereby authorized to fill the positions for the period May 10, 2023 through September 30th, 2023, in accordance with Civil Service Law and Rule provided appropriations are received that warrant the positions.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**REALLOCATING THE TITLE OF EMERGENCY MEDICAL SERVICES COORDINATOR IN
THE MANAGEMENT SALARY PLAN AND SUSPENDING A STIPEND**

WHEREAS, by resolution No. 316 of 2016, the title of Emergency Medical Services Coordinator was created; and

WHEREAS, resolution No. 256 of 2022 approved the operation of an Advanced Life Support (ALS) Transporting Service within Madison County thereby significantly altering the responsibilities of the Emergency Medical Services Coordinator; and

WHEREAS, the Personnel Officer and the Government Operations Committee have reviewed and recommend the reallocation of this title from Grade D to Grade F in Appendix A of the Management Salary Plan; and

NOW, THEREFORE BE IT RESOLVED that in accordance with the Management Salary Plan that the 2023 salary of \$75,610 be established for the Emergency Medical Services Coordinator effective immediately,

BE IT FURTHER RESOLVED, that the \$2,500 stipend established by resolution No. 542 of 2022 be suspended effective immediately.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

APPROVING TRADE-IN OF 2006 VOLVO G946 GRADER

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, Southworth-Milton has provided a trade-in value of \$65,000.00 for Madison County Highway department's 2006 Volvo G946 Grader (#WAM086); and

WHEREAS, Southworth-Milton has provided a trade difference cost of \$289,827.00 that would allow Madison County Highway department to trade #WAM086 for a Caterpillar 120 AWD Grader; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2023 Road Machinery Fund Budget (ARPA); and

WHEREAS, the Highway, Buildings and Grounds committee met on February 22, 2023, 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: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

APPROVING TRADE-IN OF 2020 CATERPILLAR 962M LOADER

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, Five Star Equipment has provided a trade-in value of \$245,000.00 for Madison County Highway department's 2020 Caterpillar 962M Loader (#WAM0718); and

WHEREAS, Five Star Equipment has provided a trade difference cost of \$64,084.25 that would allow Madison County Highway department to trade #WAM0718 for a 2023 John Deere 644P Loader; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2023 Road Machinery Fund Budget; and

WHEREAS, the Highway, Buildings and Grounds committee met on February 22, 2023, 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: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**APPROVING TRADE-IN OF TWO 2018 JOHN DEERE 5100E TRACTOR
WITH BOOM 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, Clinton Tractor & Implement Co. has provided a trade-in value of \$55,000.00/each for Madison County Highway department's two 2018 John Deere 5100E Tractor with Boom Mowers (#MOR4573 and #WAM4576); and

WHEREAS, Clinton Tractor & Implement Co. has provided a trade difference cost of \$79,199.85/each that would allow Madison County Highway department to trade #MOR4573 and #WAM4576 for two New Holland Powerstar 120 Tractor with Boom Mowers; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2023 Road Machinery Fund Budget; and

WHEREAS, the Highway, Buildings and Grounds committee met on February 22, 2023, 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: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

APPROVING TRADE-IN OF 2020 BOBCAT S630 SKID STEER

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, Warner Sales & Service has provided a trade-in value of \$40,000.00 for Madison County Highway department's 2020 Bobcat S630 Skid Steer (#MOR4775); and

WHEREAS, Warner Sales & Service has provided a trade difference cost of \$37,239.06 that would allow Madison County Highway department to trade #MOR4775 for a Bobcat T76 Compact Track Loader; and

WHEREAS, the cost of the trade-in equipment has been appropriated in the 2023 Road Machinery Fund Budget; and

WHEREAS, the Highway, Buildings and Grounds committee met on February 22, 2023, 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: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A MODIFICATION
AND EXTENSION AGREEMENT WITH PHOENIX GRAPHICS**

WHEREAS, the Madison County Board of Elections will continually require optical scan ballots for the Dominion ImageCast voting system for each and every election run by the Madison County Board of Elections; and

WHEREAS, Phoenix Graphics, Inc. is a certified election ballot provider in New York State for Dominion Voting; and

WHEREAS, Phoenix Graphics, Inc. will provide ballots at a reduced cost provided that Madison County Board of Elections commit to a one year contract (May 1, 2023- April 30, 2024) with three one year renewal options; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors is hereby authorized to enter into the agreement with Phoenix Graphics, Inc. in the form as is on file with the Clerk of the Madison County Board of Supervisors.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENTS WITH MADISON
COUNTY MUNICIPALITIES FOR INFORMATION TECHNOLOGY SERVICES**

WHEREAS, Madison County Information Technology department can provide Information technology services to municipalities in Madison County; and

WHEREAS, the following municipalities are receiving and or wish to receive Information Technology services;

City of Oneida	Town of Madison
Town of Brookfield	Town of Nelson
Town of Cazenovia	Town of Smithfield
Town of DeRuyter	Town of Stockbridge
Town of Eaton	Town of Sullivan
Town of Fenner	Village of Wampsville
Town of Georgetown	Village of Morrisville
Town of Hamilton	Village of Canastota
Town of Lebanon	Village of Cazenovia
Town of Lenox	Village of Chittenango
Town of Lincoln	Village of Hamilton
Canastota Police	Chittenango Police
City of Oneida Police	Hamilton Police
Cazenovia Police	Morrisville College Police

WHEREAS, an Inter-Municipal Agreement will be signed by each interested municipality for the 2023 calendar year; and

WHEREAS, the County shall then have the option to renew the Agreement(s) for four one year periods; and

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

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby authorizes the Chairman to enter into an agreement on behalf of Madison County with each of the various municipal agencies as listed as is on file with the Clerk of the Board.

Dated: March 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**INDICATING CERTAIN INTENT PURSUANT TO RPTL §487(9) AND DIRECTING THE
MADISON COUNTY DEPARTMENT OF LAW TO ISSUE CERTAIN NOTICE TO
NEW LEAF ENERGY, INC.**

WHEREAS, the Chairman of the Madison County Board of Supervisors received correspondence on January 30, 2023, from New Leaf Energy, Inc., pursuant to New York State Real Property Tax Law (RPTL) § 487(9) that they intend to construct a wind energy system at 4949 Forest Avenue, Oneida (the “Project”), referred to as Oneida Wind 1, LLC; and

WHEREAS, pursuant to RPTL § 487(9) where a county has not acted to remove the exemption under § 487, the County may require a wind energy system which meets the requirements of § 487(4) to enter into a contract for payments in lieu of taxes; and

WHEREAS, once the County has received written notification from the owner or developer of said system to construct such a system, the County then has sixty (60) days to notify in writing the developer or owner of the County’s intent to require a contract for payments in lieu of taxes;

NOW, THEREFORE, BE IT RESOLVED, that is such Project is eligible for such an exemption, Madison County intends to require a contract for payments in lieu of taxes up to the amounts which would otherwise be payable but for the exemption under RPTL § 487; and

BE IT FURTHER RESOLVED, that the Madison County Department of Law notify New Leaf Energy, Inc. in writing of Madison County’s intent to require a contract for payments in lieu of taxes up to the amounts which would otherwise be payable but for the exemption under RPTL § 487 if such Project is eligible for such an exemption.

Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH HERKIMER COUNTY HISTORICAL SOCIETY**

WHEREAS, Madison County Historian, Matthew Urtz, has been in possession of two (2) dairy separators since the courthouse restoration; and

WHEREAS, the items were found in the crawlspace and the county historian has determined that the items do not have provenance to Madison County;

WHEREAS, and the items were made in Little Falls, NY; and

WHEREAS, the Herkimer County Historical Society has expressed an interest in obtaining the separators to document their history

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be, and hereby is, authorized to enter into an agreement with the Herkimer County Historical Society to donate the dairy separators.

Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

ESTABLISHING AN EMERGENCY MEDICAL SERVICE AGENCY FUNDING PLAN

WHEREAS, pursuant to Madison County Resolution 22-536, the Madison County Board of Supervisors acknowledged a request from Emergency Medical Service (EMS) agencies providing services within Madison County to develop a funding plan replacing financial support from the towns and villages with support from the county; and

WHEREAS, a working group comprised of leaders from Madison County's EMS agencies, Madison County Emergency Management staff, and members of the Madison County Board of Supervisors have worked to identify the financial need, potential funding streams, agency expectations, and distribution methodology in an effort to provide equity throughout the county EMS system, a reliable revenue stream for budgetary stability, and ultimately provide increased sustainability for EMS agencies; and

WHEREAS, the County of Madison Criminal Justice, Public Safety, and Emergency Communications Committee endorses a plan to provide direct financial assistance EMS agencies distributed equally based upon taxable valuation and equalization rate of the area served by each EMS agency; and

WHEREAS, the total of said fund will be established at \$1,200,000 for the year 2024.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby directs the Budget Officer to establish an Emergency Medical Services fund within the 2024 County Budget of \$1,200,000 to provide financial assistance to participating Emergency Medical Service agencies providing EMS services within Madison County; and

BE IT FURTHER RESOLVED, said fund will be distributed to participating EMS agencies based upon taxable valuation and equalization rate of the area served by said EMS agency and in accordance with an agreement to be developed and entered into between each EMS agency and the County of Madison.

Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

**ESTABLISHING FUNDING FOR THE ALS MEDIC CAR AND EMS TRAINING PROGRAMS
AND ESTABLISHING AN EMS RESERVE FUND**

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

WHEREAS, the Madison County Office of Emergency Management has developed a plan to include the operation of ALS Medic Cars to provide additional support the Emergency Medical Service (EMS) agencies providing services to Madison County as well as a training program intended to support training needs necessary to recruit and retain EMS providers for all Madison County EMS agencies; and

WHEREAS, there is a need to identify sustainable funding for the Medic Car and Training programs; and

WHEREAS, the County of Madison Criminal Justice, Public Safety, and Emergency Communications Committee requests that a fund of \$1,000,000 be set aside each year beginning with the 2024 County Budget for the purpose of operating the Medic Car and EMS Training programs with any funds in excess of the actual operating budget to be placed into a reserve account for future EMS needs.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby directs the Budget Officer to establish funding in the 2024 County Budget in the amount of \$1,000,000 to support the Advanced Life Support Medic Car and Emergency Medical Service Training programs; and

BE IT FURTHER RESOLVED, the Director of Finances is directed to establish a reserve fund for future Emergency Medical Service needs with said reserve fund being funded by and amount above the operational needs of the Medic Car and EMS training programs up to \$1,000,000.

Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

Capital Projects Fund

8990 Aquatic Vegetation Project

Expense

	<u>From</u>	<u>To</u>
H899080 542515 Aquatic Veg 2021-2022	\$-0-	\$89,200

Control Total		\$89,200
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Revenue

H899080 439121 State Aid Aquatic Veg 2021-2022	\$-0-	\$89,200
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Control Total		\$89,200
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Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

County Road Fund

5113 Consolidated Highway Program

Expense

	<u>From</u>	<u>To</u>
D511350 529370 Reservoir Culvert Replacement	<u>\$560,000</u>	<u>\$590,500</u>

Control Total		<u>\$30,500</u>
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Revenue

D511350 435010 State Aid Consolidated Highway Aid	<u>\$5,687,198</u>	<u>\$5,717,698</u>
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Control Total		<u>\$30,500</u>
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Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

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

General Fund

1990 Contingent Fund

Expense

	<u>From</u>	<u>To</u>
A199010 544440 Contingent	\$1,910,000	\$1,810,747

3110 Sheriff's Office

Expense

A311030 513000 Personal Services Part Time	\$375,000	\$430,924
A311030 582100 Social Security & Medicare Expense	305,388	309,666

3119 School Resource Officers

Expense

A311930 513000 Personal Services Part Time	\$481,000	\$517,276
A311930 582100 Social Security & Medicare Expense	<u>36,797</u>	<u>39,572</u>

Control Totals	<u>\$3,108,185</u>	<u>\$3,108,185</u>
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Dated: March 14, 2023

Matthew A. Roberts, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING AN AGREEMENT WITH THE NEW YORK POWER AUTHORITY

WHEREAS, in September 2017, the New York Power Authority and the New York State Canal Corporation announced a competition to “Reimagine the Canals” as part of the New York State Canal System; and

WHEREAS, the Madison County Planning Department submitted an idea focused on designing pocket neighborhoods along the canal that take advantage of the unique historic and recreational asset; and

WHEREAS, a jury chosen by the State selected Madison County’s proposal as one of 7 finalists out of 145 proposals statewide to move forward under Phase 2 of the competition; and

WHEREAS, Madison County partnered with Stream Collaborative, an architecture and landscape architecture firm, to develop and submit the final “Canalside Pocket Neighborhood” proposal; and

WHEREAS, the “Canalside Pocket Neighborhood” submittal to the final jury was selected as a winning proposal and was awarded the \$1.5 million top prize; and

WHEREAS, Madison County has worked in the intervening months to develop a detailed scope of work, selected a project developer, and work on numerous fronts to move the project forward; and

WHEREAS, though great progress has been made on the project, both parties desire to extend the term of the contract to December 31, 2025 at no additional cost; and

NOW, THEREFORE, BE IT RESOLVED that Madison County Board of Supervisors hereby authorizes John M. Becker, Chairman of the Board, to sign a contract extension (a copy of which is on file with the Clerk of this Board) with the New York Power Authority, for award and implementation of the “Reimagine the Canals” competition funding.

Dated: March 14, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

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

WHEREAS, Madison County presently contracts with the Oswego County Soil and Water Conservation District (District) to receive a Finger Lakes-Lake Ontario Watershed Protection Alliance (formerly the Finger Lakes Aquatic Vegetation Control Program) grant from the New York State Environmental Protection Fund; and

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

WHEREAS, Madison County is presently one of 25 Counties that will be receiving a New York State Environmental Protection Fund Grant; and

WHEREAS, in order for Madison County to receive its 2022-2023 allocation of \$97,200, it is necessary to sign a contract with the District;

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors authorizes the Chairman to enter into an Agreement with the District, copies of which are on file with the Clerk of this Board; and

BE IT FURTHER RESOLVED that the Madison County Treasurer is authorized to make the necessary arrangements to receive and disburse the funds.

Dated: March 14, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

**ADOPTING THE INCLUSION OF CERTAIN PARCELS OF PREDOMINATELY
AGRICULTURAL LAND IN CERTIFIED AGRICULTURAL DISTRICTS**

WHEREAS, pursuant to the provisions contained in Section 303B of the New York State Agricultural Districts Law, and during one annual thirty-day period designated for the purpose, Madison County has received requests from property owners, for the addition of property belonging to them be added to a nearby existing agricultural district; and

WHEREAS, Madison County has undertaken a review process pursuant to Section 303B of the New York State Agricultural Districts Law; and

WHEREAS, the Madison County Agricultural and Farmland Protection Board has reported that the property of these landowners consists of predominately viable agricultural land, as defined in Section 301 (7) of the New York State Agricultural Districts Law; and

WHEREAS, the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within those existing agricultural districts;

WHEREAS, the Madison County Board of Supervisors have declared themselves Lead Agency for the environmental review; and

WHEREAS, the Madison County Board of Supervisors, after review and recommendation by the Madison County Planning Department, have determined that the inclusion of these parcels will not have a significant adverse impact on the environment and therefore an Environmental Impact Statement will not be required;

NOW, THEREFORE BE IT RESOLVED, that the following properties be approved for inclusion in Madison County Agricultural Districts; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Commissioner of the NYS Department of Agricultural and Markets for his action.

The properties for which requests for addition to an Agricultural District are the following:

	<u>Name</u>	<u>Town</u>	<u>Tax ID</u>	<u>Acres</u>
<u>District 1C:</u>	None			
<u>District 2C:</u>	None			
<u>District 3C:</u>	Bondi, Charles	T. Sullivan	25.-1-14.2	6.83 ac
	Tuscarora Landholding LLC	T. Sullivan	41.-1-27.4	26.7 6ac
<u>District 4C:</u>	None			

Dated: March 14, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

URGING NEW YORK STATE TO RETURN HOME RULE AUTHORITY TO LOCALITIES FOR THE SITING OF ALL WIND AND SOLAR ENERGY SYSTEMS THAT WAS TAKEN AWAY UNDER THE ACCELERATED RENEWABLE ENERGY GROWTH AND COMMUNITY BENEFIT ACT AND REGULATIONS UNDER 94-C OF THE EXECUTIVE LAW

WHEREAS, over the years, New York State has taken pioneering steps to combat climate change, especially its recent passage of the Accelerated Renewable Energy Growth and Community Benefit Act, which set ambitious goals for reducing the state's greenhouse gas emissions; and

WHEREAS, the Act and its regulations under 94-c is structured to engage all of New York State's residents in transforming the economy by decarbonizing the state's energy sector, the built environment, waste management, transportation, agriculture, forestry, land use, and industry; preparing for "green" workforce needs; and investing in disadvantaged communities; and

WHEREAS, the home rule powers granted to counties, cities, towns and villages under the New York State Constitution are among the most far reaching in the Nation and are engrained in local governance and the development of our communities; and

WHEREAS, under the Act, and through the creation of the Office of Renewable Energy Siting (ORES), the State has allowed the Office the opportunity to disregard, in whole or in part, all local laws or ordinances that are deemed "unreasonably burdensome" in the siting of major renewable energy facilities under the 94-c regulations; and

WHEREAS, this fundamentally eliminates the role of home rule and undermines the constitutional rights of local municipalities when it comes to the siting of these large renewable energy projects; and

NOW THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors respectfully requests that the State amend these regulations and return the rightful home rule authority to the municipalities of New York State as granted under Article 9 of the New York State constitution;

BE IT FURTHER RESOLVED, that this resolution be sent to Governor Kathy Hochul, Assemblyman Brian Maher, Assemblyman Joe Angelino, Assemblyman Brian Miller, Assemblyman Albert Stirpe, Assemblyman Jeff Gallahan, and Senator Joseph Griffo; and all others deemed necessary and proper.

Dated: March 14, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING WITH LECHASE FOR THE DELPHI FALLS COUNTY PARK
CONSTRUCTION PROJECT**

WHEREAS, Madison County acquired and opened Delphi Falls County Park in 2018;
and

WHEREAS, the County has worked to develop plans and design elements for the park
that will enhance the Park experience for users of all abilities; and

WHEREAS, Phase II of the project involves the design and construction of a conference
center to replace the existing residential building and barn; and

WHEREAS, it will save the County time and potentially cost to retain a firm that has the
ability to be onsite daily and to manage the coordination of all facets of this construction effort;
and

WHEREAS, based on very positive experiences with the County's recent Courthouse
and Highway Garage projects, Madison County would like to work again with LeChase to act as
Construction Managers for this project; and

WHEREAS, costs for this construction management project will not exceed \$181,000,
the funds for which are included in the 2023 County budget; and

NOW THEREFORE BE IT RESOLVED, that the Chairman is hereby authorized to enter
into a contract with LeChase for the Delphi Falls County Park project.

Dated: March 14, 2023

Joseph J. Pinard, Chairman

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

RESOLUTION NO. 23-_____

APPOINTING MADISON COUNTY FIRE ADVISORY BOARD MEMBERS FOR 2023-2026

WHEREAS, the duly appointed officers and members of the Madison County Fire Advisory Board met at their annual session on Thursday, January 26, 2023; and

WHEREAS, the following individuals were selected to represent the interests of the County's townships identified below; and

WHEREAS, the following individuals have agreed to serve without compensation as an Advisory body to the Board of Supervisors and the County Fire Coordinator in matters relating to fire service activities;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be appointed to the Madison County Fire Advisory Board for 2023-2026:

James McFadden	Town of Brookfield	David Vredenburg	Town of Cazenovia
Terry Austin	Town of Cazenovia	Edwin Coon	Town of DeRuyter
Richard Gorton	Town Of Eaton	Deona Ashton	Town of Eaton
Ronald Scott	Town of Fenner	Dale Burgess	Town of Georgetown
David G. Holcomb	Town of Hamilton	Kevin Donlan	Town of Lebanon
Richard Stagnetti	Town of Lenox	Alex Brown	Town of Lenox
Aaron S. LeClair	Town of Lincoln	Stephen Johnson	Town of Madison
Joseph Deyo	Town of Nelson	Dennis J. Fields	City of Oneida
Frederick Brooks	Town of Smithfield	Roland C. Shea	Town of Stockbridge
Timothy Flynn	Town of Sullivan	Robert Freunscht	Town of Sullivan

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING VERIZON WIRELESS TO UPGRADE EQUIPMENT
ON THE CAREY HILL ROAD TOWER**

WHEREAS, Madison County Office of Emergency Management oversees the Madison County Interoperable Communication System (MCICS) which consists of tower sites throughout the county; and

WHEREAS, Verizon Wireless leases space on the Madison County tower located at 2590 Carey Hill Road in the Town of Fenner; and

WHEREAS, Verizon Wireless is seeking authorization to update their equipment on the Carey Hill Tower site;

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors authorizes Verizon Wireless to update their equipment at the Madison County tower located at 2590 Carey Hill Road in the Town of Fenner; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to sign any and all documents related to this matter including, but not limited to, the Town of Fenner Permit Application.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
FOR STATEWIDE INTEROPERABLE COMMUNICATIONS**

WHEREAS, the New York State Division of Homeland Security and Emergency Services has announced Madison County is eligible to apply for funding from the 2022-2023 Statewide Interoperable Communications Grant (SICG); and

WHEREAS, the Madison County Office of Emergency Management intends to apply for funding through the SICG program to cover costs associated with the operation of the Madison County Interoperable Communications System;

NOW, THEREFORE, BE IT RESOLVED, that Madison County Board of Supervisors hereby authorizes the application for and subsequent acceptance of the Statewide Interoperable Communications Grant (SICG) from the New York State Division of Homeland Security and Emergency Services Office of Emergency Services; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to execute acceptance agreements associated with the New York State Division of Homeland Security and Emergency Services SICG Grant.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
FOR PUBLIC SAFETY ANSWERING POINTS OPERATIONS**

WHEREAS, Madison County operates a Public Safety Answering Point that receives calls for assistance from the public through the 911 Center for all types of emergencies; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services has announced Madison County is eligible to apply for funding from the Public Safety Answering Points (PSAP) Operations Grant Program; and

WHEREAS, the Madison County Office of Emergency Management intends to apply for funding through the PSAP program to cover costs associated with the operation of the Madison County Public Safety Answering Point;

NOW, THEREFORE, BE IT RESOLVED, that Madison County Board of Supervisors hereby authorizes the application for and subsequent acceptance of the Public Safety Answering Points (PSAP) Grant from the New York State Division of Homeland Security and Emergency Services Office of Emergency Services; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to execute acceptance agreements associated with the New York State Division of Homeland Security and Emergency Services PSAP Grant.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
CHITTENANGO CENTRAL SCHOOL FOR AMBULANCE REFUELING**

WHEREAS, Madison County Emergency Medical Services (EMS) will be operating an ambulance service located in the Town of Sullivan; and

WHEREAS, ambulances will require regular refueling and the County of Madison does not have refueling capabilities in close proximity to the Town of Sullivan; and

WHEREAS, the Chittenango Central School District has a fueling center capable of supporting the ambulance service's need; 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 the Chittenango Central School District, in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

INTERMUNICIPAL AGREEMENT
Shared Fueling Facility

This Agreement is made as of March 14, 2023, by the following Parties:

The CHITTENAGNO CENTRAL SCHOOL DISTRICT (the "School District"), a public school District with offices located at 1732 Fyler Road, Chittenango, New York 13037;

and

The COUNTY OF MADISON (the "Entity"), a municipal entity with offices located at 138 North Court St., Wampsville, NY 13163.

Recitals

The School District owns and operates an unleaded gasoline and diesel fueling facility for its school buses and other vehicles at its bus garage located at 1856 New Boston Rd in the Town of Sullivan (the "Facility") which includes a computerized fuel dispensing system that records the fuel usage for each vehicle (controlled by a key fob registered to the particular vehicle);

The Entity desires to fuel its vehicles at the Facility and the School District is willing to allow this upon the terms set forth below;

The School District and the Entity are authorized to enter into cooperative agreements pursuant to Article 5-G of the General Municipal Law;

The respective governing board of each Party has authorized the execution of this Agreement;

In Consideration Thereof, and of the promises and covenants contained herein, the Parties agree as follows:

1. The School District agrees that the Entity may use the Facility to fuel its authorized official vehicles at any time except during the hours of 6:00 to 8:30 AM and 1:30 to 3:30 PM on school days (or such other hours as the school District may specify in the event of a change in the school day); the Entity shall obtain a fob and gas key from the School District for each authorized vehicle to operate the pumps which will be used to track the fuel consumption by the Entity. The cost per key fob to be paid to the School District by the Entity shall be \$7.00. The cost per gas key to be paid to the School District from the Entity shall be \$8.00.
2. The School District shall invoice the Entity for fuel consumption on a monthly basis at cost plus \$0.07 per gallon; payment shall be made in full within 30 days of the invoice date. The School District may change this price upon thirty days written notice to the Entity
3. The initial term of this Agreement shall be for 3 years from the Effective Date and shall automatically renew for successive 1 year renewal terms unless either party gives written notice of intent not to renew at least 30

days before the end of a term. Either Party may terminate this Agreement by giving 30 days written notice to the other Party.

4. The Entity shall maintain general and automobile liability insurance naming the School District as an additional insured in the minimum amount of \$1,000,000 from insurance companies reasonably acceptable to the School District, and Workers Compensation coverage in accordance with statute. The Entity shall provide evidence of insurance coverage in the form of a certificate of insurance which shall show that the liability policies have been endorsed to provide at least 30 days notice to the School District prior to cancellation or any alteration of the coverage.

5. The Parties agree that each will perform its duties and/or exercise its rights under this Agreement in such a manner as not to create an unreasonable risk of liability or damage to the other. In the event that either Party performs or acts under this Agreement in a negligent or other culpable manner, causing uninsured damage or liability to the other Party, the Party causing the damage or liability shall hold harmless, defend at its expense, indemnify, and make whole the other Party from such damage or liability to the extent permitted by law.

6. The Entity agrees that it shall observe all reasonable rules or requirements which the School District deems appropriate to regulate the use of the Facility by the Entity.

7. Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

8. All notices to the Parties shall be in writing and personally delivered or mailed or to the Parties at their addresses set forth above, or to such other address as a party may designate by written notice. Notices shall be effective upon personal delivery or when deposited in the mail.

IN WITNESS WHEREOF, the School District and the Entity have caused this Agreement to be executed by their respective duty authorized officers as of the day and year first above written.

Chittenango Central School District

By: _____ Date of Authorizing Resolution: _____

Its:

County of Madison

By: _____ Date of Authorizing Resolution: 3/14/2023

Its: John Becker, Board of Supervisors Chairman

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH DIVERSION
MANAGEMENT, LLC TO ADMINISTER A TRAFFIC DIVERSION PROGRAM**

WHEREAS, the Madison County District Attorney's Office must contract out for the administration of a Traffic Diversion Program; and

WHEREAS, Diversion Management, LLC can provide the services needed; and

WHEREAS, Diversion Management, LLC will provide the services and be compensated for the same as set forth in Article 2 (Compensation) and Article 3 (Services to be Performed) of the contract; and

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

WHEREAS, this agreement has been reviewed and approved by the 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 Diversion Management, LLC, in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

SERVICES CONTRACT

THIS AGREEMENT first made and entered into on September 1, 2020 or date of last signing by and between the COUNTY of MADISON, a municipal corporation of the State of New York, having its principal office at 138 N. Court Street, Wampsville, New York 13163, hereinafter the "County",

and,

DIVERSION MANAGEMENT, LLC with its address being 3859 N. Buffalo Road, Suite 17, Orchard Park, NY 14127, ("Company").

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE 1. TERM

The services of the Company shall commence as of January 1, 2023 and shall terminate on December 31, 2023.

ARTICLE 2. COMPENSATION

The County shall pay to the Company, and the Company agrees to accept as full payment for services furnished under this Agreement, the sum of 10% of the application fee or \$20 for each file, whichever is greater. All requests for payment shall be made on properly executed Company Invoice, match exactly the on-line real-time accounting accessible to both parties at all times and shall be paid only after approval by the District Attorney. Such approval may be in the form of prescribed payment from an account under control of the Madison County Treasurer on the fifteenth day or next business day of each month unless approval withheld by the District Attorney but unless withheld for cause, payment is due within five business days of that date. There is to be no discount for high volume or penalty for low volume and the price is to never vary. Company acknowledges that District Attorney can send as few or as many files for processing by the Company as it wishes.

ARTICLE 3. SERVICES TO BE PERFORMED

The Company shall in a timely and professional manner, furnish and perform the services as set forth in this Agreement as follows:

- Receive, record, and maintain all traffic ticket records for the diversion process through an internet portal which the District Attorney has control, access to and use of at all times.
- Provide an online application for the Diversion Applicant. This portal, (diversionconnect.com) is to be exceptionally simple to use and "Hot Link" to the existing District Attorney Home Page but is to also be available separately for direct access and use by violator who then becomes an "Applicant" and then when the on-line form is completed, a Registrant, and if approved, a Participant.
- Ensure that all payments are made properly, securely and on-line. Fees are to be set and entirely controlled, (can be modified any time), by the District Attorney or his/her designated staff. If for any reason the violator is rejected acceptance, all funds, including the small credit or debit processing fee, are quickly returned. If the rejection occurs within 24 hours, the funds will be credited within another 24 hours. If rejection occurs later, funds will be returned within 72 hours.
- Provide both an access point for the District Attorney's Office to determine acceptance or denial of candidates for the diversion program along with access to a live spreadsheet and ability to reject any applicant.

- Provide a secure electronic datavault unique to Madison County District Attorney and for his access only or that of assigned representative, of every image, request, and entry of any kind.
- Develop reports as requested by the District Attorney's Office including a regular report of activity that includes all registrations and collections.
- If requested to do so by the District Attorney, establish a payment process with the Madison County Treasurer in regards to the fee payment process to ensure it is in full compliance with local law and requirements of this contract.
- Provide a notification protocol for the applicants and the Justice Courts and City Court(s) of the County per the District Attorney's Office.
- Provide notification to District Attorney of failure of each participant to complete program within 48 hours of such failure.
- Provide notification of completion of course to District Attorney within 48 hours of such completion.
- Provide a referral process that directs all applicants to open-sourced New York State Certified Traffic Safety Courses.
- Maintain a support phone line during a standard workday for Justice Courts within County and Technical Assistance for applicants to the diversion program.
- Establish as requested by the District Attorney (or his designee) four face-to-face meetings within each contract year. Meetings to be held in Wampsville, New York unless otherwise directed by the District Attorney or his designee. One meeting per calendar quarter: January - March, April - June, July-September, October-December.
- Company commits to ensure that staff are at all times respectful to violators and that the system will not focus on punishment but instead on a positive change in conduct and increased public safety and respect for the law. Further, that it will remove burdens from the court and over time, reduce reliance on tax-funded supports required. The system is meant to mitigate incarceration and greatly reduce record-keeping and staff time for the District Attorney and his staff.
- Company shall interface with Certified Payments and the bank chosen by the County Finance Director/Treasurer to ensure that all payments are made and that all reporting is proper and timely.
- Company pledges that there is and shall not be in future any requirement regarding the number of files to be processed.
- Company pledges that all revenues received from the use of this system must be paid to an account under control of the Madison County Treasurer and that overview access to view funds 24/7 will be provided.
- Company pledges to provide Help Desk support between the hours of 9 AM to 5 PM EST all business days.
- Company pledges to ensure that all debit and credit cards will be accepted. The convenience fee is to be included in the total collected.

ARTICLE 4. AGREEMENT DOCUMENTS

This Agreement, together with the standard provisions and outline of services that may be annexed to this agreement, which shall be deemed an integral part of this Agreement and same are incorporated herein by reference as though more fully set forth at length herein shall constitute the Agreement documents.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

In performing the services set forth in this Agreement, the Company shall comply with all existing and future Federal, State and Municipal laws, ordinances and regulations. The Company further represents that it holds such license or operating certificates necessary for the fulfillment of the services required hereunder in full force and effect and will be responsible for maintaining and continuing said license or operating certificates in full force and effect throughout the term of this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

The Company represents that it does not employ an officer or employee of the County of Madison in connection with this Agreement and shall adhere to the Code of Ethics of the County and with the provisions of Article 18 of the General Municipal Law of the State of New York.

ARTICLE 7. SURETY AND INSURANCE

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

(a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover

liability arising from the following:

1. premises and operations liability
2. contractual liability
3. products/complete operations
4. personal & advertising injury
5. independent contractors' liability.

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

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

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

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

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

ARTICLE 8. SUBLETTING AND ASSIGNING AGREEMENT

The Company shall not assign or transfer this Agreement or any interest herein without the prior written consent of the County and/or District Attorney.

ARTICLE 9. CHANGES IN AGREEMENT

Any change, modification or alteration to this Agreement shall be permitted only upon written mutual Agreement of the County and the Company.

ARTICLE 10. OWNERSHIP OF WORK PRODUCTS

All final written or tangible work products completed by the Company pursuant to this Agreement shall belong to the District Attorney. In the event of early termination, the Company agrees to promptly deliver all written and tangible work in progress to the District Attorney. All elements of the software and operations used to create the work product remain at all times the property of Company.

ARTICLE 11. TERMINATION

This Agreement may be terminated by District Attorney upon one (1) days written notice to Company or upon thirty (30) days written notice of termination by Company to County. Said notification would be mailed to Company via the US Postal Service; First Class Mail and would be considered sufficient and delivered.

That said, Company further acknowledges that no such contract is actually required and the number of files sent for processing, if any at all, is determined only by the District Attorney and any cancellation of the contract is immediate and will be honored without cost to the County.

ARTICLE 12. JURISDICTION VENUE

In the event of any question or dispute arising between the parties as to the interpretation of any term or condition of this Agreement, or with respect to any matter of compliance or non-compliance with the terms of this Agreement, resolution shall be governed by the Laws of the State of New York and the parties agree that such question or dispute shall be determined by the Court with appropriate jurisdiction of Madison County.

ARTICLE 13. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for compensation not provided for in this Agreement shall be made unless prior approval for such compensation is evidenced by the execution of a Supplemental Agreement between the County and the Company.

ARTICLE 14. COMPANY REPRESENTATION

By execution of this Agreement, the Company represents and warrants to the District Attorney and County that it has full authority to enter into this Agreement. This Agreement is a valid and enforceable obligation of the Company, enforceable against the Company in accordance with its terms except as such enforceability may be limited by applicable bankruptcy insolvency or similar laws in effect which affect creditor's rights generally.

ARTICLE 15. COMPLETE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties and their officers, directors or employees. Except as expressly set forth in this Agreement, none of the parties has relied upon any oral information given to it by any representatives of either party.

ARTICLE 16. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and permitted assigns of the respective parties hereto.

ARTICLE 17. INDEMNIFICATION CLAUSE

HOLD HARMLESS: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities including its District Attorney, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgment, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

ARTICLE 18. CORPORATE COMPLIANCE AND ADDITIONAL COMMITMENTS:

The Company hereby acknowledges its responsibility to comply with any and all Madison County Rules and Statutes and further that it complies fully with: Medicaid false claims and whistleblower protection under the Federal Deficit Reductions Act of 2005, the New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", pursuant to Section 165-a (3) (b) of the New York State Finance Law, all sections and provisions of Section 103 of the General Municipal Law. Company further commits that it is in full compliance with New York State Labor Law Section 201-g entitled "Prevention of Sexual Harassment" and shall contract with no party that is not and further commits that it is at all times in compliance with its written policy addressing sexual harassment prevention in the workplace and will provide training which meets the New York State Department of Labor's model policy and training standards, to all employees on at least an annual basis. Indeed, Company acknowledges that any person signing on behalf of Company, certifies under penalty of perjury, that we have implemented a written policy addressing sexual harassment prevention training to all employees that exceeds the requirements of Section Two Hundred One—g of the New York State Labor Law (NYS Labor Law §201-g). No sub-contractors are or will in future, be involved with performance of services to District Attorney and thus, that is not a consideration.

Company will at all times be in compliance with Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements and that it is the Company's obligation to perform in accordance with the above referenced articles. We understand and will comply with any changes in this matter as may be amended by the New York State Department of Labor regarding the Prevailing Wage Rate Schedule. Company is and at all times will remain in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21. Company further commits to fully honor and implement policies in support of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); the Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Companies, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49, C.P.R. parts 37 and 38. Company further commits compliance with the Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company will take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination due to because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Notwithstanding that Company has and shall have no employees or contractors working in the County, it specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that the Company will also comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, and will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law and Company further warrants that it is in and will remain in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations.

ARTICLE 19. CONFIDENTIAL INFORMATION

The information given by Company to Client regarding systems and operations will be considered proprietary and confidential unless specifically designated in writing as otherwise by the Company. Provided however, nothing in this paragraph shall be construed as contrary to the terms and provisions of any "Open Records Act" or similar laws insofar as they may be applicable. Company shall not use any information acquired by this program and especially in regards to violations or District Attorney operations for any purpose other than the program itself and accepts that to violate privacy laws is a criminal offense for which it would be held legally responsible.

ARTICLE 20. NOTICE

All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed as follows:

- (a) If to the District Attorney:

Hon. William G. Gabor
138 N. Court Street
Wampsville, New York 13163

- (b) If to County of Madison, New York:

John M. Becker
Chairman, Board of Supervisors
138 N. Court Street
Wampsville, New York 13163

- (c) If to Additional Attorney:

(d) If to Company:

Diversion Management, LLC
Attn. Michael McGrey, Company Secretary
3859 N. Buffalo Road, Suite 17,
Orchard Park, NY 14127

ARTICLE 21. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ARTICLE 22 SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23 RELATIONSHIP

The relationship of the Company to the District Attorney and County shall be that of independent Contractor of Remote Services. The Company, in accordance with its status as an independent Contractor, covenants and agrees that it neither holds itself out as nor claims to be an officer or employee of the District Attorney and County by reason thereof, nor will it make any claim, demand or application to an officer or employee of the District Attorney and County for, including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

SIGNATURES:

IN WITNESS WHEREOF, this Agreement has been approved and the parties have executed the Agreement as follows:

Signatures:

Company



Dr. Jonathan Miller, Chair

MADISON COUNTY:

John Becker, Chairman

Date: _____

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
SUPPORT CANINE HANDLER DEBRA GEORGE**

WHEREAS, Debra George of the Madison County Children's Advocacy Center will act as the contractor and primary handler for the two therapy trained canines to assist those who have experienced abuse, trauma or have witnessed violence. They will be at the Children's Advocacy Center on an as-needed basis for Madison County; and

WHEREAS, the compensation, limited to food, equipment and toys, for rendering the Therapy Dog services shall be paid for by the OVS/OCFS grants; and

WHEREAS, the term of this agreement shall begin on March 13, 2023 and end December 31, 2023; 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 Debra George, handler of the dogs, in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

A G R E E M E N T

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, Debra George
with principal offices at 2417 Timian Rd Sauquoit, NY 13456
hereinafter called the "Contractor";

W I T N E S S E T H

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

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

- 1) **TERM:** The term of this contract shall be from 3/13/2023 through 3/13/2024. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to William Wilcox
Undersheriff, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor
Zero

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

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

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

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

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

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

Requirements for Class A Contractors:

Class A Contractors are defined as those who: (1) on behalf of the County, furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services, performs billing or coding functions; or (2) provides administrative or consultative services, goods or services that are significant and material, are directly related to health care provision, and/or are included in or are a necessary component of providing items or services of Medicaid-funded programs; or (3) is involved in the monitoring of health care provided by the County.

- (a) **Corporate Compliance Training.** Class A Contractors will receive required training related to the County's overall compliance program prior to or within thirty (30) days of the approval of this Contract. The training and acknowledgement form can be viewed at: Corporate Compliance Training Video and Corporate Compliance Training Acknowledgement Form.
- (b) **Conflict of Interest Disclosure Statement.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Any potential conflicts of interest must be disclosed prior to contracting with the County. The Conflict of Interest Disclosure Statement form is available at Conflict of Interest.

Any questions regarding the above requirements should be directed to the Corporate Compliance Officer at 315-366-2832 or compliance@madisoncounty.ny.gov.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 18) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and ~~\$2,000,000~~ ^{RG} Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

- c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) **Automobile Liability**
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- ☒ Insurance is not required for the Services to be provided.
- 3) **Commercial Umbrella**
- a) Umbrella limits must be at least **DG**
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.
- 4) **Workers Compensation and Employers Liability**
- DG**
- 5) **Disability Benefits**
- DG**
- ☐ **(Optional** – check if to be required)
- Contractors Pollution Liability** – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project.

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

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

Waiver of Subrogation:

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

Certificates of Insurance:

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

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

MADISON COUNTY

DATED: _____

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

DATED: 01/09/2023

By: Debra George
Debra George

STATE OF NEW YORK)
COUNTY OF MADISON)

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

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

STATE OF New York)
COUNTY OF Madison)

On the 9th day of January, 20 23, before me, the undersigned, Debra George 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.

PAMELA E MOSHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6402360
Qualified in Madison County
My Commission Expires 12-31-2023

Notary Public, State of New York
Appointed in Madison County
My Commission Expires: 12/31/2023
Notary Public
[Signature]

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Debra George
Signed

Director
Title

Company Name

Sworn to before me this
9th day of January 2023

Notary Public

[Signature]

PAMELA E MOSHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6402360
Qualified in Madison County
My Commission Expires 12-31-2023

SCHEDULE A**SCOPE OF SERVICES****PURPOSE AND SCOPE:**

This contract establishes guidelines and requirements for the use of support canines at the Madison County Children's Advocacy Center to assist those who have experienced abuse, trauma, or have witnessed violence.

It is the obligation of the parties to this agreement that both parties agree to carry out the terms and requirements herein, with the goal of ultimately serving the clients and visitors entering the Child Advocacy Center ("CAC"). Obligations in this agreement. Support Canine teams assigned to the CAC function primarily to assist those who have experienced abuse, trauma, or have witnessed violence.

The Primary Handler of the support canine handler, Debra George, shall ultimately be responsible for the health and welfare of the canine outside of the CAC and shall insure that the canine receives proper nutrition, grooming, training, medical care, affection and living conditions.

DEFINITIONS:

Support Canine: canine who partners with a facilitator working in a child advocacy center, assigned to crisis response calls, or other types of professional environments where support services are permitted.

Canine Handler(s): The "Primary Handler" is Debra George.

SUPPORT CANINE HANDLER RESPONSIBILITIES:

- (a) The handler shall not expose a Madison County employee, visitor of the Child Advocacy Center or the canine to any reasonably foreseeable and/or unreasonable risk of harm.
- (b) Any changes in the living status of the handler that may affect the lodging or environment of the canine shall be reported to the Undersheriff as soon as possible.

- (c) The canine shall be permitted to socialize in the home with the handler's family.
- (d) Respect the rights of clients, visitors and staff not wishing to have contact with the dog will be respected.
- (e) In the event an incident or alleged incident should occur by the Support Canine (scratch, bite, nipping, jumping, allergic response, aggressive behavior, etc.) the handler or any employee will immediately notify the Undersheriff and document the incident, and depending on the incident, notify the Department of Health and the Department of Law, at the discretion of the Undersheriff.
- (f) While in service, if the handler is not with the support canine, the dog will be left secured in a dog crate in the Director's office.
- (g) The cost of food and toys used at the CAC shall be paid for by Madison County Children's Advocacy Center.

Madison County Rights and Obligations:

- (a) Madison County shall work with the Primary Handler to prepare and post appropriate signage and notifications to incoming employees and visitors (for example, in the event they have an accompanying therapy or service animal or allergy).

PREVENTION, VACCINE AND GENERAL HEALTH REQUIREMENTS:

- (a) Annual health requirements: All medical attention shall be rendered by a canine veterinarian, except during an emergency where treatment should be obtained from the nearest available veterinarian. All records of medical treatment shall be maintained in the handler's personally maintained files and will be regularly updated, as needed.
- (b) The Primary Handler shall maintain a copy of the canine's Rabies Vaccination Certificate on site at the Madison County Children's Advocacy Center. The original to remain with the Handler.
- (c) The Primary Handler shall ensure the canine will be maintained on year round flea and tick prevention.
- (d) The Primary Handler shall ensure the canine will be maintained on year round worm preventative and heartworm free.

- (e) The Primary Handler shall provide all appropriate food for the Support Canine and will be allowed to maintain a specific area for the storage of said food as well as an area for the Support Canine to eat and drink.

CANINE IN PUBLIC AREAS:

The canine should be kept on a leash when in areas that allow access to the public. Exceptions to this rule would include specific support operations for which the canine is trained or authorized.

The Support Canine shall be effectively controlled by a leash as necessary and will wear identifying badges and program harness as necessary.

The Support Canine may have certain equipment stored at the CAC facility, which includes the following equipment:

1. Collars and leads
2. Service harness
3. Water and feed bowls for residential use and facility use
4. Dog crate for residential use, facility use and vehicle transport
5. Service appropriate toys for client interaction

Any lost or damaged equipment will be reported to the Undersheriff and replaced as necessary.



INSURANCE BINDER

DATE (MM/DD/YYYY)

01/09/2023

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY SARA LYNCH ALLSTATE AGENCY 105 W MAIN STREET ILION, NY 13357		COMPANY ALLSTATE		BINDER # 978521662	
PHONE (A/C, No, Ext):		FAX (A/C, No):		DATE EFFECTIVE TIME	
CODE:		SUB CODE:		DATE EXPIRATION TIME	
AGENCY CUSTOMER ID:		INSURED AND MAILING ADDRESS Debra George 2417 Timian Rd Paris, NY 13456		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) LIABILITY FOR DOGS OFF PREMISE/ WHEN AT WORK	
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY		PER EXPIRING POLICY #:		DATE EFFECTIVE TIME	
DATE EFFECTIVE TIME		DATE EXPIRATION TIME		DATE EFFECTIVE TIME	
01/09/2023		12:01		01/30/2024	
☒ AM		☒ PM		☒ 12:01 AM	
☒ NOON					

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				774.60
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR		EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$ 1,000
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE		\$
COLLISION: ☐		STATED AMOUNT		\$
OTHER THAN COL: ☐				
GARAGE LIABILITY ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

Madison county PO BOX 635 Wampsville, NY 13163	☐ MORTGAGEE	☐ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE	

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
MULTIMED BILLING SERVICE, INC. FOR EMERGENCY MEDICAL SERVICE BILLING**

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

WHEREAS, services performed by Madison County EMS are subject to reimbursement by private insurance companies as well as Medicaid and Medicare; and

WHEREAS, Madison County EMS does not have the personnel or expertise to perform specialized billing for emergency medical services resulting in the need for a specialized professional firm; and

WHEREAS, following a review of available services, MultiMed Billing Service has been selected as an appropriate agency to provide said services; 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 MultiMed Billing Service, Inc., in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE TOWN OF SULLIVAN FOR EMS/AMBULANCE SERVICES**

WHEREAS, the Town of Sullivan has an EMS station which they are willing to allow Madison County to utilize in providing EMS services, as well an ambulance which they wish to give to Madison County for the provision of such services; and

WHEREAS, Madison County desires to utilize this station and ambulance in order to provide EMS services; and

WHEREAS, in order to utilize the station and ambulance, Madison County agrees to provide certain ambulance services to the Town of Sullivan; and

WHEREAS, Madison County and the Town of Sullivan wish to enter into Memorandum of Understanding so as to facilitate this agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a Memorandum of Understanding with the Town of Sullivan in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

Rex Vosburg, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH C & S ENGINEERS

WHEREAS, Madison County entered into an agreement (Res#22-314) with C&S Engineers for Professional Engineer Design Services with regards to the PSB Fire Alarm Upgrade Project; and

WHEREAS, additional services have been identified as needed for Construction Administration Services; and

WHEREAS, the County would like to amend the current agreement with C&S Engineers to include the construction administration services for an additional cost of \$3,800; and

WHEREAS, the Buildings and Grounds Committee has reviewed the modified agreement and recommend that the agreement be accepted; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to modify and agreement with C&S Engineers. Accordingly, a copy of said Agreement is filed with the Clerk of the Board.

Dated: March 14, 2023

William N. Zupan, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH NATIONAL GRID

WHEREAS, Madison County is in need of natural gas installation services with regards to the Emergency Generator Project; and

WHEREAS, National Grid has proposed to perform these professional services for a total cost of \$33,215.22; and

WHEREAS, effective February 22, 2023 this agreement has been reviewed and approved by the Highway, Buildings & Ground Committee;

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

Dated: March 14, 2023

William N. Zupan, Chairman

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

February 17, 2023

Madison County
John Regan
138 North Court Street
Wampsville, NY 13163

**Re: Gas Service Proposal WR#30743561 and WR30531358
138 N Court St, Wampsville NY 13163**

Enclosed please find a Gas Service Proposal for 331' 4" service and 7M meter Upgrade at 138 N Court St, Wampsville NY 13163.

Pursuant to PSC No. 219 Tariff Rule 18.1.2, there is an estimated cost to you in the amount of \$33,215.22 plus \$2,657.22 in applicable taxes.

NOTE: If you have an applicable tax exemption certificate, please forward along with this signed proposal.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of \$33,215.22 + \$2,657.22 in Taxes. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$12,252.44
Materials & Handling	\$6,585.48
Transportation	\$2,453.76
Overheads	\$11,923.54
Sub-Total	\$33,215.22
Taxes	\$2,657.22
Total Estimate Charges	\$35,872.44

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at 315-264-2240.

Sincerely,

Jesse Fenton
Gas Connections UNY – Central Division
Cell: 315-264-2240
[nationalgrid](#)
7496 Round Pond Rd
North Syracuse, NY 13212

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

GAS SERVICE PROPOSAL [WR#] [Customer Name/Billing Party] [Service Address]

Service Work Request:	
Gas Contractor:	
Customer's Contribution:	
Billing Party:	
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements ➤ Notify National Grid if any changes in the Billing Party occur ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax Exempt Certificate (if applicable)
National Grid Responsibilities:	[Short description of NG work to be performed]
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation is proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Jesse Fenton</i> Gas Connections Rep – 315-264-2240

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH
CONSTELLATION NEWENERGY, INC. FOR ELECTRIC SUPPLY**

WHEREAS, Madison County seeks to procure utility supplies for electricity supply at the lowest possible cost; and

WHEREAS, Madison County has reviewed the group procurement process of the Municipal Electric and Gas Alliance (MEGA) for its member agencies and municipalities; and

WHEREAS, Madison County is an eligible member of MEGA and participates in its Program Agreements; and

WHEREAS, MEGA has issued Invitations to Bid for electric supply, opened and reviewed such bids and executed a Program Agreement on behalf of its participants with Constellation NewEnergy, Inc. as the lowest responsible bidder for electricity; and

WHEREAS, Madison County has received and reviewed proposals for electric supply from Constellation under the terms of the Program Agreement with MEGA; and

WHEREAS, the intent of this purchasing action is to achieve savings in the cost of energy delivered to Madison County over the distribution lines of National Grid; and

WHEREAS, said utility will continue to provide energy delivery services in conformance with the regulations of the New York State Public Service Commission; and

WHEREAS, the County Building and Grounds Committee recommends renewing an agreement with Constellation NewEnergy, Inc. for the Nymex Plus Purchase Price;

WHEREAS, The County Buildings and Grounds Committee recommends entering into an agreement with Constellation NewEnergy, Inc. and locking in at a fixed price for thirty six (36) months, effective March 3, 2023;

NOW, THEREFORE, BE IT RESOLVED, that Board of Supervisors authorizes participation in MEGA with respect to its procurement process for electric supply; and

BE IT FURTHER RESOLVED, that Madison County agrees to accept the renewal offer and agreement presented by Constellation NewEnergy, Inc. in accordance with the terms and conditions of executed Program Agreement with MEGA; and

BE IT FURTHER RESOLVED, that the Chairman of the Madison County Board of Supervisors be and hereby is authorized to enter into an agreement with Constellation New Energy, Inc., a copy of which is on file with the Clerk of the Board.

Dated: March 14, 2023

William N. Zupan, Chairman

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

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO A MODIFICATION AND EXTENSION AGREEMENT WITH COSTICH ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. FOR PROFESSIONAL SURVEYING SERVICES

WHEREAS, the Madison County Department of Solid Waste requires professional surveying services for the Madison County Landfill; and

WHEREAS, Madison County issued a Request for Proposals (P319) for Professional Surveying Services and received twelve proposals in response; and

WHEREAS, after evaluation the proposals in accordance with the evaluation criteria specified in the Request for Proposals, Costich Engineering, Land Surveying and Landscape Architecture, D.P.C. received the highest composite score; and

WHEREAS, Costich Engineering, Land Surveying and Landscape Architecture, D.P.C. possesses the special skills and training required to perform the land surveying services in connection with the County's solid waste management system and facilities; and

WHEREAS, pursuant to Resolution 19-139, Costich Engineering, Land Surveying and Landscape Architecture, D.P.C. provided the required services at the costs specified in their proposal (included in Schedule A of the Agreement) for a two year term, beginning on April 1, 2019 and ending on March 31, 2021; and

WHEREAS, the terms of the agreement included optional renewals under the same terms and conditions for three (3) additional one (1) year periods upon written consent of both parties; and

WHEREAS, both parties previously extended the agreement for two one-year periods through March 31, 2023 (Resolution 21-129 and Resolution 22-118) and now would like to extend the agreement for the third and final extension option, through March 31, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a modification and extension agreement on behalf of the County of Madison with Costich Engineering, Land Surveying and Landscape Architecture, D.P.C., in the form as is on file with the Clerk of the Board.

Dated: March 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO A MODIFICATION AND EXTENSION AGREEMENT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL SOLID WASTE ENGINEERING SERVICES

WHEREAS, the Madison County Department of Solid Waste requires the professional engineering services with regard to the County's solid waste management system and facilities; and

WHEREAS, Madison County issued a Request for Proposals (P219) for Professional Engineering Services and received five proposals in response; and

WHEREAS, after evaluation the proposals in accordance with the evaluation criteria specified in the Request for Proposals, Barton & Loguidice, D.P.C. received the highest composite score; and

WHEREAS, Barton & Loguidice, D.P.C. possesses the special skills and training required to perform the solid waste engineering services in connection with the County's solid waste management system and facilities; and

WHEREAS, pursuant to Resolution 19-137, Barton & Loguidice, D.P.C. provided the requested services as specified in their proposal for an initial two year term, beginning on April 1, 2019 and ending on March 31, 2021; and

WHEREAS, the terms of the agreement included optional renewals under the same terms and conditions for three (3) additional one (1) year periods upon written consent of both parties; and

WHEREAS, both parties previously extended the agreement for two one-year periods through March 31, 2023 (Resolution 21-128 and Resolution 22-117) and now would like to extend the agreement for the third and final extension option, through March 31, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a modification and extension 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: March 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**OPPOSING WASTE DISPOSAL SURCHARGES AND REQUESTING AN EXEMPTION
FOR PLANNING UNITS**

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) requires, and relies upon, Local Solid Waste Management Planning Units (including Madison County) to provide comprehensive waste reduction, recycling, and disposal services to communities throughout the state; and

WHEREAS, Local Solid Waste Management Planning Units have collectively invested billions of dollars in their comprehensive solid waste management systems and are responsible to set rates to support such systems, including the implementation of their Local Solid Waste Management Plans that are approved by the NYSDEC; and

WHEREAS, Local Solid Waste Management Planning Units, including Madison County, face constant pressures by the local communities they serve to operate as efficiently as possible, such that they have the lowest possible operating costs, including the waste disposal fees charged to waste haulers and residents; and

WHEREAS, the Climate Action Council's Final Scoping Plan recommends (on page 338) that the State "enact legislation in 2023 to establish a disposal disincentive (fee per ton) on all waste generated in New York to provide financial support for reduction, reuse, and recycling;" and

WHEREAS, most Local Solid Waste Management Planning Units already implement fee structures that support their waste reduction, reuse, and recycling programs and disincentivize disposal because recycling programs are generally offered at no cost or at a fee significantly lower than disposal fees; and

WHEREAS, the implementation of statewide per ton fees essentially undermines and penalizes the efforts by Local Solid Waste Management Planning Units to provide cost-effective comprehensive systems; and

WHEREAS, waste disposal surcharges, or per ton fees, will not achieve the intended goals of waste reduction, as back-end fees do not change consumers' purchasing decisions or incentivize producers to make products that are easier to recycle.

NOW, THEREFORE, BE IT RESOLVED, that Madison County opposes the implementation of any type of waste disposal surcharge; and

BE IT FURTHER RESOLVED that Madison County hereby requests that Local Solid Waste Management Planning Units including Madison County receive an exemption from such surcharges should the State choose to implement them at other disposal facilities; and

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

Dated: March 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A TERMINATION AGREEMENT WITH
VILLAGE OF CANASTOTA**

WHEREAS, on July 9, 2013, Madison County entered into biosolids disposal and backup leachate Agreement with the Village of Canastota; and

WHEREAS, the Parties intend to enter into a new agreement, therefore creating the need to terminate the July 9, 2013 agreement; and

WHEREAS, the Parties desire to terminate the Agreements in accordance with the terms and conditions provided herein, and said termination is without cause or prejudice to either party;

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

Dated: March 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF CANASTOTA FOR BIOSOLIDS DISPOSAL

WHEREAS, Madison County (the “County”) currently owns and operates the Madison County Landfill pursuant to a permit issued by the New York State Department of Environmental Conservation (“NYSDEC”); and

WHEREAS, the Village of Canastota (the “Village”) owns a wastewater treatment facility that generates wastewater treatment plant sludge (“biosolids”) that must be transported and disposed in accordance with applicable environmental laws and regulations; and

WHEREAS, the County is authorized and has the capacity at the Madison County Landfill to dispose of the biosolids generated by the Village; and

WHEREAS, the County and Village hereby declare it to be in their mutual interests to enter into this intermunicipal agreement pursuant to Article 5-G of the New York State General Municipal Law to establish that the Village will provide transportation and the County will provide disposal of all the conforming biosolids generated by the Village for calendar year 2023;

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

Dated: March 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

MODIFYING AN AGREEMENT WITH VMC GROUP INC, DBA VMC CONSULTANTS INC.

WHEREAS, Resolution 20-171 was approved on April 14, 2020 approving administrative and technical assistance for managing transportation services for Preschool and Early Intervention children; and

WHEREAS, Madison County Department of Health is responsible to provide arrangements for the transportation of children with handicapping conditions to education facilities under the Early Intervention Program and Special Education Program for ages 0-5; and

WHEREAS, VMC Group Inc. DBA VMC Consultants Inc. has helped the County manage the cost of transportation services by working with transporters to maximize the routing, invoice assistance, ridesharing, evaluation, field inspections of buses and point of contact; and

WHEREAS, a modification to the current contract with VMC Consultants Inc. is necessary to manage the transportation coordination and contain costs associated with transporting Preschool and Early Intervention children to programs ; and

WHEREAS, the county agrees to the pay compensation at the rate of \$90,279 plus the 12 month CPI-U for the preceding 12 months as released by the Bureau of Labor Statistics in May 2023; and

WHEREAS, the Health & Human Services' Committee feels it's in the best interest of Madison County to modify and extend the agreement, and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to modify the agreement with VMC Consultants Inc. effective March 14, 2023 as is on file with the Clerk of the Board.

Date: March 14, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee