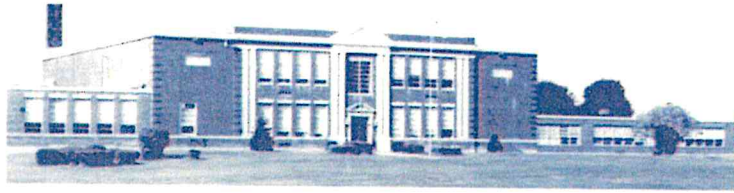


Board of Education

Jennifer Lavoie
President
Michael Filipovich
Vice President
Laura Billings
Jessica Clark
Brittany Rizzo
Jona Snyder
Jennah Turner



Madison Central School District
7303 Route 20, Madison, New York 13402
Phone: (315) 893-1878
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Jason Mitchell
Superintendent
Larry Nichols
Building Principal
Brian J. Latella
Elementary Principal
Melanie Brouillette
Treasurer
Tracey Lewis
District Clerk

**BOARD OF EDUCATION
BUDGET WORKSHOP MEETING**

**APRIL 13, 2021
7:00 P.M. – AUDITORIUM**

- I. Call to Order
- II. Approval of Agenda
- III. Public Forum
- IV. Budget Discussion
- V. Superintendent's Approval Items
 - a. Approval of 2021-2022 Budget and Property Tax Report Card with a total budget amount of \$11,181,980.00
 - b. Approval of Bus Proposition for 2021-22 Annual Budget Vote for purchase of one (1) new 77 passenger bus at a cost not to exceed \$135,511.85
 - c. Approval of Proposition for 2021-22 Annual Budget Vote to increase the existing Building Capital Reserve Fund by \$200,000, plus earnings
 - d. Tenure Recommendation
 1. Kelly Diehl - effective April 19, 2021 as a Teacher's Assistant
 - e. Approval of Madison County Municipal Agreement for use of Voting Machines and Equipment
 - f. Approval of Vote Inspectors
 1. Susan Anderson
 2. Gerry Peckham
 3. Kathy Burns
 4. Jo Blunt
 - g. Approval of Non-Resident Students for the remainder of the 2020-21
 - a. Student attending in Kindergarten
 - b. Student attending in grade 5
- VI. Question and Answer Opportunity
- VII. Adjournment



MADISON CENTRAL SCHOOL DISTRICT

PROPOSED CAPITAL PROJECT PLANNING TIMELINE

The following timeline is meant to serve a guide to assist the District and Capital Project Team in identifying necessary steps in the project planning and completion process. The dates should be shared with and commented on by all interested parties to ensure the timeline is reasonable and obtainable for all involved.

<u>PRE-VOTE ACTIONS</u>	<u>DATE</u>
Form School/Community Facilities Planning Committee	Spring/Summer 2021
Provide Committee with charge, timeline and initial education related to building aid and scope development. If available provide list of “needs” from Building Conditions Survey as starting point for scope development with committee	Spring/Summer 2021
Scope development and related costs with calculation of tax impact (periodical presentations to BOE on status of development)	May 2021 – November 2021
Presentation to BOE on Committee proposed scope and related tax impact (seeking Board acceptance of proposed scope)	December 2021/ January 2022
Letter of Intent submitted to NY State Education Department	February 2022
Local Counsel to prepare SEQRA Resolution/Bond Counsel to prepare resolution to establish the date of voter referendum. BOE to adopt both resolutions (must be done no less than 45 days prior to vote while still providing at least 45 days prior to vote for publications to take place))	February/March 2022
Submit for publication of Legal Notice of Special Election in District’s official newspaper(s) (1 st publication must be at least 45 days prior to voter referendum date). Four publications need to be made prior to vote	March 2022
Development of Newsletter to be distributed to residents. Discussion on what will be place on the District website as communication efforts as well as what community presentations/informational sessions will be made.	March 2022
Community presentations/informational sessions	April/May 2022
Voter referendum	May 2022



FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

CORPORATE HEADQUARTERS
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ccrowley@fiscaladvisors.com

	<u>DATE</u>
Coordinate returning certified vote results to bond counsel for preparation of bond resolution	May 2022
Bond resolution is adopted by the BOE, subsequent Estoppel Notice is published in the District's official newspaper(s)	June 2022
Architect design phase	May 2022 – November 2022
NY State Education Department submission of plans	December 2022
NY State Education Department Approval of Plans	March 2023
Contract bidding and award	May 2023
Schedule of Values become available and SA-139 Forms submitted to NY State Education Department (not later than October 1, 2023)	June 2023
Construction begins	July 2023
First borrowing for Construction	July 2023
Construction completion/Contract Closeout	September 2024
Certificate of substantial completion and final cost reports submitted to NY State Department of Education	No later than December 1, 2024

Note: If proposition is not successfully approved by voters the timeline for construction/borrowing would be shifted accordingly.

USER AGREEMENT

THIS AGREEMENT made as of the dates listed below, by and between MADISON COUNTY, a municipal corporation, having its office and principal place of business located at 138 North Main St, Wampsville, New York, hereinafter referred to as COUNTY, and _____, New York, with an address of _____, New York hereafter referred to as USER.

WITNESSETH:

WHEREAS, the COUNTY and the USER wish to enter into an agreement whereby the COUNTY shall permit the USER to use a Dominion 2019 Imagecast Evolution PCOS-410A voting system (hereinafter "Imagecast") owned by Madison County for the USER'S election under the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations herein made, as well as other good and valuable consideration, the COUNTY and the USER mutually agree and obligate themselves as follows:

1. **PURPOSE.** To enter into a written contract setting forth the terms and obligations of each of the parties under which the COUNTY will provide _____ (insert number) ImageCast machine(s) and voting equipment to the USER, and the USER agrees to pay for such service and materials necessary to conduct USER'S election as described in Exhibit A.

2. **USE OF EQUIPMENT.** The USER shall be responsible for returning to the COUNTY the ImageCast machine and all equipment in the same condition as they were in when provided to the USER by the COUNTY. The USER shall be responsible for any and all damages to the ImageCast machine, the ballot marking booth, privacy screen, signs and election materials while in the custody of USER, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party.

3. **HOLD HARMLESS.** To the fullest extent permitted by law, the USER 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 USER'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 USER, directly or indirectly, and/or by the USER's agents, servants, employees, subcontractors and/or any person or entity employed by USER or for whose conduct or action the USER 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 USER'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 USER or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the USER 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 USER 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 USER 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 USER.

4. **GOODS AND/OR SERVICES TO BE PERFORMED.** The COUNTY shall provide to the USER, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibit "A", attached hereto and made a part hereof.

5. **TERM.** The voting machine(s) and other services are to be provided for the USER'S election to take place on

_____. Madison County will deliver the aforementioned voting machine(s) and voting equipment on or about the day before election and said equipment shall be picked up by Madison County on or about the day after the election.

6. **CONTRACT MODIFICATIONS.** This agreement represents the entire and integrated agreement between the County and the USER 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 USER.

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

MADISON COUNTY

DATED: _____

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

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

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

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

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her 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

EXHIBIT A
TERMS AND CONDITIONS OF USE

1. As mutually agreed the County shall create the ballot, programming and testing of the ImageCast and will submit to the USER the ballot proofs for approval. The County will provide one (1) voting machine, one (1) four-section ballot marking booth, ten (10) privacy sleeves and pens and miscellaneous other materials such as signage and ballot marking instructions to conduct the USERS Election at each polling place. Additional machines and supplies may be requested.

2. The election equipment and materials will be delivered and picked up by the County. The USER will be required to meet the County at the time of delivery and to keep the ImageCast and supplies in a secure location, which shall constitute a heated and cooled room, where equipment will not be disturbed or abused. The USER will again meet the County to return the ImageCast and any and all equipment and supplies.

3. The USER will be responsible for the purchase of the ballots. The ballot order will include ballots for testing which will be delivered to the Madison County Board of Elections for pre-election machine testing. Following the Election all the Election Day ballots and the Opening/Closing receipt tapes will be retained by the USER.

4. Only Election Inspectors certified by the Madison County Board of Elections will be employed to operate the Image Cast voting machine. The USER will be responsible for paying the Election Inspectors the County Inspector pay rate of \$12.50 per hour or a fee agreed upon by the User and Election Inspectors.

Number of ImageCast machines contracted for said Election _____

Name and Location of pollsites (including street address and room numbers, etc.) _____

Number of Election Day Ballots to order _____

Do you want Madison County Board of Elections to create the Absentee Ballots?

Yes No

Contact person(s) _____

Telephone Number: _____

Email: _____