

The Budget Hearing Meeting of the Board of Education of Madison Central School was held on May 2, 2023 at 6:00 pm in the auditorium.

MEMBERS PRESENT: Mr. Tobias Abrams
Mrs. Laura Billings
Ms. Jessica Clark
Mrs. Jennifer Lavoie
Mr. Brett Reiter
Mr. Jona Snyder
Ms. Jennah Turner - 6:05 pm

MEMBERS ABSENT: None

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mr. Brian Latella, Director of Curriculum
Mr. Larry Nichols, Building Principal
Mrs. LeeAnn Cucci, Elementary Principal
Ms. Melanie Brouillette, Treasurer
Ms. Tracey Lewis, District Clerk

- I. Call to Order
 - a. Mrs. Lavoie, president, called the meeting to order at 6:00 pm.
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 1 - APPROVAL OF AGENDA

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the agenda for this meeting. Motion carried 6 yes, 0 no.

- b. Approval of Minutes
 1. April 18, 2023 Regular Meeting Minutes

MOTION # 2 - APPROVAL OF MINUTES

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the minutes from the April 18, 2023 Regular Meeting. Motion carried 6 yes, 0 no.

- IV. Reports
 - a. Superintendent – Information Items
 1. Mr. Mitchell presented the 2023-24 Budget and Capital Project update.

Ms. Turner arrived at 6:05 pm.

2. Mr. Brett Reiter introduced himself as a candidate for the open board seat.

Mrs. Billings left at 6:20 pm.

- V. New Business
 - a. Personnel
 1. Adjustments
 - a. Brittni Hull - Effective date change from April 17 to April 19, 2023

MOTION # 3 - APPROVAL OF APPOINTMENT ADJUSTMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the adjustment in appointment date for Brittni Hull from April 17, 2023 to April 19, 2023. Motion carried 5 yes, 0 no.

VI. Question & Answer Opportunity/Public Forum

a. None

VII. Adjournment

MOTION # 4 - ADJOURNMENT

ON THE MOTION of Ms. Clark, seconded by Ms. Turner, the Board moved to adjourn at 6:35 pm. Motion carried 5 yes, 0 no.



FERRARA FIORENZA PC

ATTORNEYS AND COUNSELORS AT LAW

SYRACUSE • ROCHESTER • BINGHAMTON

5010 CAMPUSWOOD DRIVE, EAST SYRACUSE, NY 13057

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**NOT FOR SERVICE OF PROCESS*

KEGAVETT@FERRARAFIRM.COM

PRIVILEGED AND CONFIDENTIAL

February 28, 2023

Jason Mitchell, Superintendent of Schools
Madison Central School District
7303 State Route 20
Madison, NY 13402

Re: Rates for Legal Services: School Year 2023 - 24

Dear Jason:

To facilitate the District's financial planning for the upcoming school year, we write to advise you of the firm's hourly rates for legal services for the 2023-24 school year will increase five dollars per hour due to inflation. Our firm is mindful of the financial pressures on school districts and makes every effort to render cost-effective services while providing the highest quality of legal counsel that you expect and deserve.

Specifically, our rates for legal services will be \$230 per hour for partners, senior counsel and of counsel. Our hourly rate will range between \$175 and \$225 for our associates, based on experience level. Our law clerks will be billed at \$140 per hour and paralegals at \$120 per hour.

We will continue our practice of sending monthly invoices which detail the attorney working on a matter, the time spent, a description of the services rendered, and any significant disbursements and travel incurred on your behalf. We are also pleased to advise that we accept electronic payments as well as traditional paper checks. Please contact our Office Administrator, Katherine Senn, if your school district would like to make electronic payments and /or prefers electronic invoices rather than paper invoices.

We have included additional information about our rates in the enclosed statement of general Terms and Conditions that apply to our working relationship. Also enclosed is a Statement of Client's Rights and Responsibilities. In furtherance of Education Law 2-d requirements, enclosed is a copy of your Parent's Bill of Rights, the firm's Parent's Bill of Rights – Supplemental Information Addendum, and Data Security and Privacy Plan.

Our firm remains dedicated to the professional mission of representing the interests of public education. We are completing our twenty-eighth year of providing representation and

Jason Mitchell, Superintendent of Schools
February 28, 2023
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counsel to school districts and BOCES and are proud of the depth and breadth of our firm's education law experience, which allows us to serve you efficiently and effectively. We value our work with the Madison Central School District and we will continue to work to ensure that your District receives the reliable, accurate and prompt legal services we are proud to provide.

We hope that your administrative team and Board of Education will join us at our annual School Law Conference which will be held this year on **Thursday, July 27, 2023**. More information will follow but, for now, please save the date for this informative briefing on critical issues impacting our school district and BOCES clients.

Thank you for the continued confidence in our firm's service as counsel to the District. If you have any questions regarding this letter or the terms and conditions regarding the provision of legal services, please do not hesitate to contact me.

Very truly yours,

Ferrara Fiorenza PC



Katherine E. Gavett

KEG/jjr
Enclosures

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Madison Central School District (hereinafter “School District”) and Ferrara Fiorenza PC (hereinafter “Law Firm”) entered into an agreement for legal services effective July 1, 2023 (hereinafter “Agreement”) as described in the Law Firm's engagement letter (hereinafter “Legal Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Law Firm maintains the data security and privacy plan described herein in connection with the Legal Services provided to the School District.

1. During the term of the Agreement, Law Firm will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

All users will be required to have a unique logon ID and password for access to systems. The user’s password is kept confidential. Passwords must not be found in any English or foreign dictionary. Confidential data stored on-premises is only allowed on firm’s internal servers, which are secured in a locked environment. Any data that is transported outside the firm’s internal network is required to be stored on encrypted devices. Any portable device lost or stolen is to be reported immediately to the firm’s administrators, who will execute a remote wipe and/or disabled the device.

2. Law Firm has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Industry Standard Redundant Network Security Appliance (Firewall), Managed Endpoint Protection (Anti-Virus), Email Connection/Message Based Encryption, Remote Access Multi-Factor Authentication, Microsoft Windows Policy Based Strong Password and Frequent Password Change Enforcement. Data is protected with monitored daily disk to tape backups. Tapes stored offline in secure firesafe and kept for data retention. Daily offsite replication to disaster recovery site is performed over secure VPN encrypted tunnel. Disaster Recovery Site failover is tested periodically. Monitored network security appliances and cloud security services use all standard industry services including advanced services, such as, the ability to scan inbound and outbound mail messages, sandboxing technology of email attachments and Internet downloads, scan secure internet connections (HTTPS), message link protection and regional policy filters (GEO-IP Blocking).

3. Law Firm shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Law Firm will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Law Firm will ensure that any third-party contractor(s) or other authorized persons or entities to whom Law Firm will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Law Firm will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement, except as provided herein.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Law Firm and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided on an annual basis by Law Firm.

5. Third-party contractors. Law Firm may utilize third-party contractors for such matters as copying or transcribing. Law Firm shall ensure personally identifiable information is protected through the use of written agreements requiring 2-d compliance with such parties.

6. Law Firm has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Administrative Level Access to firm accounts and data is restricted to network administrators only. Access control is audited, including account creation, access level modification, password changes and account lockouts due to bad password attempts. Alert notifications are sent to network administrators for further investigation. Law Firm will promptly notify the School District of a breach or unauthorized disclosure in accordance with legal requirements.

7. Termination of Agreement. In accordance with legal and professional requirements, at the termination of Services, Law Firm shall retain certain data and documents in secure storage and destroy all remaining data and documents excluding original documents which will be returned to the School District.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security

and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Law Firm hereto has executed this Data Security and Privacy Plan as of February 28, 2023

FERRARA FIORENZA PC

A handwritten signature in blue ink, appearing to be 'K E Gavett', written over a horizontal line.

By: Katherine E. Gavett

Terms and Conditions for Legal Services Provided to School Clients

FERRARA FIORENZA PC
(2023 - 24 School Year)

1. **Services.** The Firm, when appointed by the Board of Education, agrees to act as counsel for the District and to provide legal services and counsel necessary for the successful operation of the District. Such services shall include, but shall not be limited to, the following:

(a) Preparing and rendering legal opinions upon request to the Superintendent of Schools, other authorized school administrators or the Board of Education.

(b) Attending and providing legal advice at meetings of the Board as the Board may direct.

(c) Providing legal assistance in the drafting and review of legal documents, contracts, policies, rules and regulations, resolutions, applications, and other legal or quasi-legal papers upon request of the Board or the Superintendent.

(d) Performing such other professional duties on behalf of the District as the Superintendent, authorized administrators or the Board may, from time to time, assign.

2. **Compensation.**

(a) **Fees.** The hourly rate for the Firm's partners, associates, law clerks and paralegals are set forth below.

(b) **Rate Schedule:**

Partners/	
Senior Counsel/Counsel:	\$230/hour
Associates:	\$175- 225/hour
Law Clerks	\$140/hour
Paralegals:	\$120/hour

(c) **Disbursements and Costs.** In addition to fees, the District shall also reimburse the Firm for reasonable and necessary disbursements and costs incurred in its representation of the District. In instances where larger disbursements are involved, we may require that the District pay same in advance or directly to the vendor.

(d) **Invoicing and Payment.** The Firm shall invoice the District monthly for fees and disbursements. The District agrees to make payment within thirty (30) days of receipt of the invoice.

(e) **Dispute Resolution.** As with all legal clients, the District has the right to arbitrate any dispute arising out of the fees charged. New York's Rules of Professional Responsibility for Attorneys requires fee disputes in civil representations to be resolved by arbitration at the client's election pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division. These rules permit arbitration where the amount of disputed fees range from \$1,000 to \$50,000. Copies of these rules will be provided to the District upon request.

3. **Education Law §2-d Compliance.**

(a) **Protection of Confidential Data.** The Firm shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirement articulated under New York State Education Law §2-d and 8 NYCRR 121.9.

(b) **Breach of Confidential Data.** In the event Confidential Data is accessed or obtained by an unauthorized individual, the Firm shall notify the District without unreasonable

delay and not more than seven calendar days after the discovery of such breach. The Firm shall follow the protocol outlined in 8 NYCRR 121.10 with respect to same.

4. **Termination.** Either party may terminate the attorney-client relationship at any time, with or without cause, by giving prior written notice to the other party. The District's termination will not affect the District's responsibility for payment of amounts due for services rendered before termination and for additional charges incurred in connection with an orderly transition of pending matters to other counsel.

5. **Attorney-Client Relationship.**

(a) **Organization as Client.** In accordance with the ethical standards set forth in Rule 1.13 of the Rules of Professional Conduct, the parties acknowledge that, when the lawyer is employed or retained by an organization or entity, the lawyer represents the organization through its duly authorized officers, Board members, employees and other constituents. This means that the District and its Board, as a Board of Education, not as individuals, are the clients. While the attorneys in the Firm will work in most instances, and on a day-to-day basis, with the Superintendent and the Administration, the Board and the Firm recognize that the attorney's responsibility is to the School Board (and not to the Superintendent or the administration or any individual Board members).

(b) **Statement of Client Rights.** A copy of the Statement of Client Rights, adopted by the Judicial Departments of the Appellate Division of the New York State Supreme Court is enclosed.

6. **General.** We reserve the right to destroy the contents of any file not claimed by a client after 10 years of inactivity. Other file/document destruction procedures will be communicated separately to clients. Other applicable terms will be communicated to the District

as appropriate. If you have any questions about any aspect of our working relationship, please do not hesitate to discuss them with the attorney responsible for your matter. It is important that we work together in a clear and mutually beneficial way. We encourage open discussion on all of these matters, and always welcome full communication with our clients. We truly appreciate the opportunity to work with you and serve the interests of your District.

February 2023

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

An attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and the attorney, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled once you retain the attorney, you are responsible to ask your attorney. Your attorney should be readily available to represent your best interests and to keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that you reveal in the course of the relationship, to the extent permitted by law. You are responsible to communicate honestly, civilly and respectfully with your attorney.

If you are hiring an attorney you and your attorney are required to sign a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. Before you sign the retainer agreement, you are responsible to read it and ask the attorney any questions you have before you sign it. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract. The retainer fee you pay to your attorney, as is written in the retainer agreement, may not be enough money to pay for all the time that the attorney works on your case.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

An attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

An attorney may not request a retainer fee that is non-refundable. That is, should you discharge the attorney, or should the attorney withdraw from the case with court permission, before the retainer has been used up, the attorney is entitled to be paid commensurate with the work performed on your case and any expenses. The attorney must return to you any balance of the retainer that has not been used. However, the attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the attorney's handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

You may be responsible at the beginning of the case or before or after the trial to contribute to or pay the other party's attorney's fees and other costs if the court has ordered you to do so.

The other party may be responsible to contribute to or to pay your attorney's fees, if the court orders the other party to do so. However, if the other party fails to pay the court ordered fee, you are still responsible for the fees owed to your attorney and experts in your case.

You are required to pay for court filing fees, process servers as well as fees for expert reports, testimony, depositions and/or trial testimony and you may seek reimbursement from the other party.

If you engage in conduct which is found to be frivolous or meant to intentionally delay the case you could be fined or sanctioned and/or responsible for additional fees.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case. That estimate shall be made in good faith but may be subject to change due to facts and circumstances that develop during your case. There are no guarantees that the cost of your case will be as originally estimated.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent to you by your attorney, and to raise any objections or errors in a timely manner in writing. Time spent in discussion or explanation of bills will not be charged to you.

You are responsible to be honest and truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable her or him to competently prepare your case. Attorneys and clients must make reasonable efforts to maintain open communication during business hours throughout the representation. An attorney may seek to be relieved as your attorney if you are not honest and truthful with her or him.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You are responsible to be present and on time in court at the time that conferences, oral arguments, hearings and trials are conducted unless excused by the Judge or the part rules of the assigned Judge.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case. Your attorney has the right to send you written communications if your attorney disagrees with how you want your case handled.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment. In some cases your attorney may exercise a "retaining lien" which, subject to court proceedings, may allow them to keep your file as security.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a

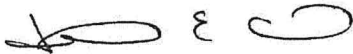
lien or mortgage on your home to pay for legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration pursuant to Part 137 of the Rules of the Chief Administrative Judge where the dispute involves a sum of more than \$1,000.00 or less than \$50,000.00 unless you agree otherwise. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:

A handwritten signature in black ink, appearing to be "J E C", written above a horizontal line.

Attorney's signature

Client's signature

Date

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM
(2023-24 School Year)

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Ferrara Fiorenza PC (“Ferrara Fiorenza”) are limited to use in connection with the ongoing professional and legal services provided by Ferrara Fiorenza to Madison Central School District (the “School District”) (the “Legal Services”).

2. **SUBCONTRACTOR OVERSIGHT DETAILS:** Ferrara Fiorenza will ensure that any subcontractors, or other authorized persons or entities to whom Ferrara Fiorenza will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d; 8 NYCRR Part 121).

3. **PRACTICES:** Ferrara Fiorenza provides ongoing Legal Services. During the pendency and at the conclusion of such Legal Services, Confidential Data will be maintained by Ferrara Fiorenza PC in accordance with all legal requirements, as well as Ferrara Fiorenza PC’s Data Security and Privacy Plan.

4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”) stored by the School District by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Ferrara Fiorenza by the School District will be stored in Ferrara Fiorenza’s secure offices and/or on its secured server. Ferrara Fiorenza will protect the Confidential Data in accordance with its Data Security and Privacy Plan.

6. **ENCRYPTION PRACTICES:** Ferrara Fiorenza will apply encryption to the Confidential Data while in motion and at rest in accordance with its Data Privacy and Protection Plan and to the extent required by applicable state and federal laws and regulations.

Madison Central School District Parents' Bill of Rights for Data Privacy and Security

The Madison Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Madison Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Madison Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7060. You may access this Policy from the District's website.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Annual Drinking Water Quality Report for 2022
Madison Village
7358 State Route 20
Madison, NY 13402
PWS # NY2602378

INTRODUCTION

To comply with State regulations, the Village of Madison, will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year, your tap water met all State drinking water health standards. We are proud to report that our system did not violate a maximum contaminant level or any other water quality standard. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards.

If you have any questions about this report or concerning your drinking water, please contact Mark Lewis, Water Operator, Village of Madison at 315-893-1894. We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled village board meetings. The meetings are held the second Wednesday of every month at 7:00 P.M. at the Village Offices.

WHERE DOES OUR WATER COME FROM?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water system serves approximately 390 people through 160 service connections. Our water source is a 75-foot drilled well which is located off Solsville Road. Our well water is disinfected with chlorine prior to distribution. We also have a backup spring source, to only be used in the event of an emergency. Approval from the Madison County Department of Health is required prior to the utilization of the spring source. The spring source is not disinfected and is not normally distributed to our customers.

NEW YORK STATE DEPARTMENT OF HEALTH SOURCE WATER ASSESSMENT – GROUNDWATER SOURCE

The NYS DOH has completed a source water assessment for this system, based on available information. Possible and actual threats to this drinking water source were evaluated. The state source water assessment includes a susceptibility rating based on the risk posed by each potential source of contamination and how easily contaminants can move through the subsurface to the wells. The susceptibility rating is an estimate of the potential for contamination of the source water, it does not mean that the water delivered to consumers is, or will become contaminated. See section "Are there contaminants in our drinking water?" for a list of the contaminants that have been detected. The source water assessments provide resource managers with additional information for protecting source waters into the future.

The public water supply serving the Village of Madison is derived from 1 drilled well. The source water assessment has rated this well as having a high to very high susceptibility rating for microbials, a high susceptibility for industrial solvents, a medium-high to high susceptibility for other industrial contaminants, and a very high susceptibility for nitrates. These ratings are due primarily to the close proximity of permitted discharge facilities (industrial/commercial

facilities that discharge wastewater into the environment and are regulated by the state and/or federal government) identified within the assessment area. Based on submitted data, the well draws from fractured bedrock and overlying soils may not provide adequate protection from potential contamination. Please note that, while the source water assessment rates the well as being susceptible to microbials, the water is disinfected to ensure that the finished water delivered into your home meets the New York State drinking water standards for microbial contamination.

NEW YORK STATE DEPARTMENT OF HEALTH SOURCE WATER ASSESSMENT – SPRING SOURCE:

The NYS DOH has evaluated this PWS's susceptibility to contamination under the Source Water Assessment Program (SWAP), and their findings are summarized in the paragraph(s) below. It is important to stress that these assessments were created using available information and only estimate the potential for source water contamination. Elevated susceptibility ratings do not mean that source water contamination has or will occur for this PWS. This PWS provides does not provide treatment and regular monitoring for this emergency use source. This assessment found an elevated susceptibility to contamination for this emergency source of water. The amount of agricultural and residential lands in the assessment area results in elevated potential for microbials, phosphorus, DBP precursors, and pesticide contamination. While there are some facilities present, permitted discharges do not likely represent an important threat to source water quality, there are no noteworthy contamination threats associated with other discrete contaminant sources. Finally it should be noted that underground water flows to springs could make water sources highly sensitive to existing and new sources of contamination from solvents and petroleum products. In the event that we will be required to distribute water from our emergency spring source we will be required to issue a boil water order for all residents serve by the water system. If you have any questions or concerns regarding the Source Water Assessments or if you would like to review it please feel free to contact the Madison County Department of Health at 315-366-2526

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, inorganic compounds, nitrate, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds. The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the Madison County Health Department at 315-366-2526.

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample	Level Detected Avg/Max (Range)	Unit	MCLG	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination

Inorganic Contaminants

Nitrate	No	3/24/22	2.51	ppm	10	10	Runoff from fertilizer and erosion from natural deposits.
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Sodium	No	3/17/21	63.4	ppm	NA	See Footnote #5	Naturally occurring; Road salt; Water softeners; Animal waste.
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Inorganic Contaminants

Copper See footnote #1	No	8/20/22 – 8/21/22	0.087 Range: (ND-0.104)	ppm	1.300	AL = 1.300	Corrosion of household plumbing systems; Erosion of natural deposits; leaching from wood preservatives.
Lead See footnote #4	No	8/20/22 – 8/21/22	0.5 Range: (ND-1.0)	ppb	0	AL= 15	Corrosion of household plumbing systems; Erosion of natural deposits.

Sodium See footnote #2	No	3/7/22	93	ppm	NA	20	Erosion of natural deposits; water softeners, animal wastes, road salt.
Barium	No	5/13/20	0.281	ppm	2.0	2.0	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.

Disinfection By-Products

Total Haloacetic Acids	No	8/13/20	9.2	ppb	NA	60	By-product of drinking water chlorination needed to kill harmful organisms.
Total Trihalo-methanes	No	8/13/20	1.3	ppb	NA	80	By-product of drinking water chlorination needed to kill harmful organisms. THMS are formed when source water contains large amounts of organic matter.

facilities that discharge wastewater into the environment and are regulated by the state and/or federal government) identified within the assessment area. Based on submitted data, the well draws from fractured bedrock and overlying soils may not provide adequate protection from potential contamination. Please note that, while the source water assessment rates the well as being susceptible to microbials, the water is disinfected to ensure that the finished water delivered into your home meets the New York State drinking water standards for microbial contamination.

NEW YORK STATE DEPARTMENT OF HEALTH SOURCE WATER ASSESSMENT – SPRING SOURCE:

The NYS DOH has evaluated this PWS's susceptibility to contamination under the Source Water Assessment Program (SWAP), and their findings are summarized in the paragraph(s) below. It is important to stress that these assessments were created using available information and only estimate the potential for source water contamination. Elevated susceptibility ratings do not mean that source water contamination has or will occur for this PWS. This PWS provides does not provide treatment and regular monitoring for this emergency use source. This assessment found an elevated susceptibility to contamination for this emergency source of water. The amount of agricultural and residential lands in the assessment area results in elevated potential for microbials, phosphorus, DBP precursors, and pesticide contamination. While there are some facilities present, permitted discharges do not likely represent an important threat to source water quality, there are no noteworthy contamination threats associated with other discrete contaminant sources. Finally it should be noted that underground water flows to springs could make water sources highly sensitive to existing and new sources of contamination from solvents and petroleum products. In the event that we will be required to distribute water from our emergency spring source we will be required to issue a boil water order for all residents serve by the water system. If you have any questions or concerns regarding the Source Water Assessments or if you would like to review it please feel free to contact the Madison County Department of Health at 315-366-2526

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, inorganic compounds, nitrate, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds. The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the Madison County Health Department at 315-366-2526.

Table of Detected Contaminants

Contaminant	Violation Yes/No	Date of Sample	Level Detected Avg/Max (Range)	Unit	MCLG	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination
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Inorganic Contaminants

Nitrate	No	3/24/22	2.51	ppm	10	10	Runoff from fertilizer and erosion from natural deposits.
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