

# FINANCE, PERSONNEL AND HIGHER EDUCATION COMMITTEE

## AGENDA

MARCH 31, 2016

**DRAFT AGENDA - SUBJECT TO CHANGE**

**Committee Members:** Conover, Seeber, Sokol, Simpson, Merlino, Dickinson, Girard, Frasier, Beaty, McDevitt and Braymer.

- I. Committee meeting called to order by Chairman.
- II. Motion to approve minutes of prior Committee meetings.
- III. Privilege of the floor
- IV. **Action Agenda**
  - 1) **Privilege of the floor to any SUNY Adirondack representatives wishing to address the Committee.**
  - 2) **Request for transfers of funds as attached for Committee approval.**
  - 3) **Requests/Items to be Discussed by the Personnel Officer and/or Human Resources Director:**

***Personnel Officer -***

    - A) Request to authorize Patricia Nenninger, *Personnel Officer*, to attend the NYS Association of Personnel and Civil Service Officers Conference to be held on June 5-8, 2016, and for authorization to waive the GSA Rate requirements included in the Travel Policy for attendance at said Conference.

***Human Resources Director -***

    - B) Review of report on tracking of vacancies filled.
    - C) Proposed changes to Warren County Plans and Policies - personnel policies for County employees outside the bargaining units.
    - D) Proposed changes to Warren County Plans and Policies - salary and compensation policies for County employees outside the bargaining units.
    - E) Proposed changes to Warren County Plans and Policies - time and attendance system procedures.
  - 4) **Request from the County Treasurer:**

Request for a Contingent Fund transfer in the amount of \$8,111.93; as noted by the County Attorney, it appears that the County will continue to pay the Performance Assurance portion of the Siemens Co-Generation contract.
  - 5) **Referral from the County Facilities Committee:**

***Buildings & Grounds -***  
Request for a Contingent Fund transfer in the amount of \$20,000 to fund the retention of engineering services through NYSERDA FlexTech program to review the savings reported under the Municipal Center Energy Performance Contract, as was authorized by Resolution No. 45 of 2016.
  - 6) **Referrals from the Criminal Justice & Public Safety Committee:**

***Public Defender -***  
A) Request to amend the 2016 County Budget in the amount of \$3,500 to reflect the receipt of grant funds from the New York State Office of Indigent Legal Services.

***Sheriff & Communications -***  
B) Committee authorized the County Attorney to compromise a claim regarding the case of Russo v. Warren County; a source of funding is needed to fund the County's \$25,000 insurance deductible.
  - 7) **Referrals from the Health, Human & Social Services Committee:**

***Countryside Adult Home -***  
A) Request to amend the Departmental Table of Organization to reduce the hours of the Account Clerk #3 position from 24 hours per week to 20 hours per week effective April 18, 2016, as well as for permission to fill the position which is currently vacant due to termination.

*Continued*

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**Referrals from the Health, Human & Social Services Committee, continued**

**Department of Social Services -**

- B) Request to amend the Departmental Table of Organization and Salary Schedule to create the new position of Intake Clerk #7, *Grade 4, Annual Base Salary of \$27,027*, effective April 18, 2016, as well as for permission to fill the position due to creation.
- C) Request to amend the Departmental Table of Organization and Salary Schedule to create the new positions of Caseworker #34 and #35, *Grade 16, Annual Base Salary of \$39,979*, effective April 18, 2016, as well as for permission to fill the positions due to creation.

**Public Health -**

- D) Request to amend the Departmental Table of Organization and Salary Schedule to create new temporary position of Supervising Public Health Nurse, *Annual Salary \$68,973.84*, effective April 22, 2016 in order to cover for an employee who will be out of work on a long-term medical leave.
- E) Request to establish a weekend and holiday hourly rate for per diem Registered Nurse and LPN Nurse Technicians.
- F) Request to amend the 2016 County Budget in the amount of \$1,095 to reflect the actual amount of funding received for the Lead Grant which was more than anticipated.

**8) Referral from the Park Operations & Maintenance Committee:**

Request to amend the 2016 County Budget in the amount of \$3,500.10 to reflect the receipt of funds from an insurance recovery.

**9) Referrals from the Public Works Committee:**

**DPW -**

- A) Request to amend the 2016 County Budget in the amount of \$50,000 in anticipation of Household Hazardous Waste Assistance Program which will provide \$25,000 in grant funds; a source of funding for the remaining \$25,000 local share is requested.
- B) Request to amend the 2016 County Budget in the amount of \$50,000 to create a new budget line D.5112.8250, *CR16 Bay Street*, which will be funded by a transfer from Budget Code D.5142 410, *County Road, Snow Removal-County, Supplies*.

**10) Referral from the Support Services Committee:**

**County Attorney -**

Request for a transfer of funds in the amount of \$49,000 from the Contingent Fund to cover the costs of retiree and separation payouts which were not accounted for in the 2016 Budget, as well as for the budget increase for the difference in salary amount for the Confidential Secretary position.

**11) Requests/Items to be Discussed by the County Administrator:**

- A) Request for a new contract with P&NP Computer Services for annual software support agreement.
- B) Request for a new contract with Direct Energy Business to provide for the natural gas supplier agreement over the term commencing January 1, 2017 and terminating December 31, 2018.
- C) Journal Report of transfers approved by County Administrator since the last Committee meeting.

**V. Pending Items:**

**Finance -**

- 1) Discussion regarding the County Treasurer's request to amend Resolution No. 745 of 2011 to change the Unassigned Fund Balance minimum range from \$6 million - \$12 million to \$10 million - \$16 million was tabled until after the Committee reviewed the Multi-Year Plan. (10.07.15) Update: Committee elected to delay a decision on this matter until it was determined how this change would affect other Fund Balances. (11.10.15)
- 2) Referral from Support Services Committee requesting the Finance Committee to consider taking action early in 2016 to restore \$65,000 in requested funding removed from the Board of Elections 2016 Budget. (12.02.15) Update: Committee decided to delay further discussion on this matter until after the Primary Elections in June. (02.29.16)
- 3) Committee tabled request from the Criminal Justice & Public Safety Committee to identify a source of funding in an amount not to exceed \$150,000 for the construction of a storage building to house Office of Emergency Services equipment, which the Criminal Justice & Public Safety Committee desires to be constructed in 2016, pending additional information relating to placement of the structure, as well as more definitive cost estimates. (02.10.16)

**Personnel -**

No items this month.

**Higher Education -**

No items this month.

**VI. Vacancies Approved for Filling:**

<b>District Attorney -</b>	<b>6<sup>th</sup> Assistant District Attorney, Annual Salary \$58,833, due to resignation</b>
<b>Office for the Aging -</b>	<b>Meal Site Manager #5, Grade 2, Annual Base Salary \$18,961, due to resignation</b>
<b>Public Health -</b>	<b>Community Health Nurse, Grade 20, Annual Base Salary \$45,661, due to retirement</b>
	<b>Public Health Nurse, Grade 21, Annual Base Salary \$46,821, due to retirement</b>
<b>Public Works -</b>	<b>Sr. Engineering Technician, Grade 12, Annual Base Salary \$35,767, due to death of employee.</b>
<b>Sheriff -</b>	<b>Communication Officer #19, Annual Base Salary \$37,393.40, due to retirement</b>
	<b>Patrol Officer #24, Annual Base Salary \$39,214.05, due to retirement</b>

- VII. Executive Session - to discuss possible litigation concerning Siemens Building Technologies and to receive legal counsel regarding same.**

**RESOLUTION REQUEST FORM NO. 10**

*Request for Transfer of Funds*

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: County Administrator

SIGNED:

DATE: 3/21/2016

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1011 110	County Administrator Salary Regular	A.1011 436	County Administrator Advertising	\$2,000.00

Please state reason for transfers requested: To provide funds for County Administrator advertising.

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

**RESOLUTION REQUEST FORM NO. 10**

*Request for Transfer of Funds*

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Department of Public Works

SIGNED:

DATE: March 28<sup>th</sup>, 2016

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.3310 410	Co Roads, Traffic Control, Supplies	D.3310 260	Co. Roads, Traffic Control, Other Equipment	\$16,500.00
D.5142 410	Co Roads, Snow Removal - Co, Supplies	D.5112.8250 280	Co. Roads, (CR 16) Bay Street	\$50,000.00

Please state reason for transfers requested: To fund VMS Traffic message board, funding for new road project

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- [X] In-State (needs Supervisory Committee authorization)
[] Out-Of State (needs Board resolution)

The Finance, Personnel and Higher Education Committee hereby authorizes Patricia Nennerger (Supervisory Committee) (Employee Name)

to attend NYS Association of Personnel and Civil Service Officers Conference (Name of meeting or organization)

at Hyatt Regency in Rochester, New York (Address)

on June 5th through 8th. Mode of transportation to be used County Vehicle (Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is not a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- [X] Notice of meeting or convention including cost.

For Overnight Travel

- [X] Room rate \$ \$567.34(combined) GSA \* Rate \$ \$ 480.00 (160.00/day)
[] Meal costs - GSA \*per diem rate \$

\*www.gsa.gov

Date: 3/24/16

Handwritten signature of Patricia Nennerger, Department Head Signature

Date: \_\_\_\_\_

Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

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Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

\*\*\*\*\*

Filing Instructions:

- 1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, If required.
5. Copy to County Administrator if credit card will be used.



# HYATT REGENCY®

ROCHESTER



## NYS Association of Personnel & Civil Service Officers

June 5 to 8, 2016

### Overnight Guest Rooms for 1 Night Only

Room Rate of \$105.00 plus tax for Single or Double Occupancy (room only).

### Room Packages

#### 3 Night Package – Includes:

Three (3) Overnight Guest Rooms ~ Sunday, Monday, Tuesday  
Dinner ~ Sunday and Tuesday  
Breakfast ~ Monday, Tuesday, and Wednesday  
Lunch ~ Monday, Tuesday

Single \$567.34 | Double \$406.84 per person  
w/tax Single \$630.67 | Double \$448.12

#### 2 Night Package – Includes:

Two (2) Overnight Guest Rooms ~ Monday, Tuesday  
Dinner ~ Tuesday  
Breakfast ~ Tuesday, Wednesday  
Lunch ~ Monday, Tuesday

Single \$403.44 | Double \$281.80 per person  
w/tax Single \$447.68 | Double \$310.16

Reservations can be made at:

1 (888) 421-1442 with the group code: G-CIVI

Or online:

<https://resweb.passkey.com/go/nysap>

**Reservations Due May 12, 2016 for package pricing**

### Check-in/Check-out Times

Check-In time at Hyatt Regency Rochester is 3:00pm. The Check-out time is 11:00am

### Guarantee Policy

The Hotel requires that all reservations be guaranteed either by a credit card (American Express, Carte Blanche, Diners Club, Discover, JCB, MasterCard, and Visa) or by a cash/check deposit for one night's room and tax. Guarantee/Deposit will not be refunded unless the reservation is canceled more than 24 hours in advance. **Hotel does not accept purchase orders.**

### Taxes & Tax Exempt

To be tax exempt the government employee must provide Hyatt Regency Rochester with a valid New York State (ST-129) Exemption Certificate Tax on occupancy of hotel or motel rooms form. **Tax exempt forms should be faxed prior to arrival to the front desk at: 585-546-6777. Bring government ID with you to the hotel.**

### Early Departure Fee

An early departure fee will be assessed to any guest who departs earlier than the date confirmed at check-in. The fee of one (1) night room and tax will be posted automatically to the guest folio on or after departure

### Parking Options

Valet Parking: \$17.00 per car, per night with in/out privileges.

Self-Parking: Room Packages include in/out parking privileges in the pricing.

**RESOLUTION REQUEST FORM NO. 20****MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME: Civil Service Administration**

**DATE: 3/24/16**

- (a) Purpose of Request: **Request approval to waive Travel Policy relating to GSA Conference Rate; conference location includes on-site educational forums and full day networking opportunities.**
- (b) Details: **NYS Personnel and Civil Service Officers Association conference in Rochester June 5<sup>th</sup> to June 8<sup>th</sup>. Conference Package of \$567.34 includes room, meals and conference services. GSA Rate for Rochester, N.Y. (6/16): \$101 (lodging) and \$59 (M&IE)= \$160/day.**

**\$567.34 - (\$ 160 x 3 days)= \$87.34**

- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **A.1430 444 Civil Service-Travel/Education/Conference \$567.34**

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS

# FY 2016 Per Diem Rates for Rochester New York

(October 2015 - September 2016)

Cities not appearing below may be located within a county for which rates are listed.  
 To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

The following rates apply for **Rochester New York**

Primary Destination (1, 2)	County (3, 4)	Max lodging by Month (excluding taxes)												M&IE (5)	
		2015			2016										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Rochester	Monroe	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$59

## Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.



**PROPOSED CHANGES TO WARREN COUNTY PLANS AND POLICIES SECTIONS VI.045 –  
VI.051**

**AFFIRMING, RESTATING AND AMENDING PERSONNEL POLICIES FOR COUNTY  
EMPLOYEES OUTSIDE THE BARGAINING UNITS**

Attached is a complete update of policies related to employees Outside of Bargaining Units. The majority of the changes are related to compiling and reformatting various policies and resolutions to make the policies easier to refer to.

The resolutions included in this update are:

- Res. 308 of 1996
- Res. 500 of 1999
- Res. 194 of 2004
- Res 820 of 2004
- Local Law 4 of 2008
- Res. 151 of 2008
- Res. 753 of 2009
- Res. 756 of 2009
- Res. 336 of 2010
- Res. 439 of 2010
- Res. 495 of 2010
- Res. 790 of 2012
- Res. 54 of 2013
- Res. 160 of 2013
- Res. 465 of 2013
- Res. 143 of 2016
- Res. 145 of 2016

The following changes were made to existing policies:

**§ VI.046 WORKDAY, WORKWEEK, OVERTIME**

(C) Flex time. In addition to the foregoing, the regular hours in each day for all departments in which employees outside the bargaining unit work shall not exceed eight (8) hours per day except where an employee and a Department Head agree that the employee may work in excess of eight (8), but not more than ten (10) and take authorized time off later in the same pay period on an hour for hour basis. Hours worked under this provision must be tracked and marked as flex time on the employee timesheet. The employee shall not be entitled to overtime pay for the hours used as flex time.

*Inclusion of this language is consistent with the policy included in the CSEA agreement and reflects current practice.*

**§ VI.048 VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE.**

(B) Sick leave.

- a. Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, 1) the sickness or disability of the immediate family member must require the physical presence and actual assistance of the employee; 2) a full-time employee may use no more than 5 10 or the maximum

number of sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability and the number of days available for use by the part-time employee shall be that portion of ~~5~~ 10 days which is in the same proportion to the number of hours worked when compared to full time employees and in no event shall exceed that the employee has accrued; 3) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; 4) the use of sick leave for immediate family member sickness or disability shall be subtracted from or charges to the employee's sick leave balance in the same manner as if used for the employee's own sickness or disability; and 5) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee.

*This change is consistent with the policy included in the CSEA agreement and current practice.*

#### § VI.049 HEALTH INSURANCE AND DENTAL INSURANCE PLANS.

##### 1. Employee Eligibility.

(A) Warren County employee shall be eligible for coverage under the Warren County Health Insurance Plan if any of the following conditions apply:

1. Said employee is employed at a rate of at least ~~thirty five (35)~~ thirty (30) hours per week on a regularly scheduled basis, or
2. Is employed less than ~~thirty five (35)~~ thirty (30) hours per week:
  - (1) Is a paid elected official. Or
  - (2) Is a paid member of a public legislative board.

*This change is consistent with the requirements set forth in the Affordable Care Act and current practice.*

#### § VI.048 VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE.

(2) *Medical leave, education leave and family leave.*

- a. To request a leave of absence under the Family and Medical Leave Policy, please refer to the Family and Medical Leave Policy for Warren County Employees found in Resolution 217 of 2015.
- b. Extension of authorized medical leave will be granted after an approval by the Department Head and the Personnel Committee of Warren County.
- c. Unpaid educational leave may be requested up to a period not to exceed 10 months.

~~(e) 1. Unpaid family and medical leave may be requested up to a period not to exceed 12 weeks in a 12 month period of time and under the following conditions:~~

- a. ~~To care for the employee's child after birth, or placement for adoption or foster care;~~
- b. ~~To care for the employee's spouse, son or daughter, or parent, who has a serious health condition as defined in the Federal Regulations implementing the Family and Medical Leave Act; or~~
- e. ~~For a serious health condition as defined in the Federal Regulations, that makes the employee unable to perform the employee's job.~~

~~2. The Federal Regulations implementing the Family and Medical Leave Act of 1993, effective February 6, 1994, shall govern and define the terms and conditions of Family and Medical Leave.~~

(3) All requests for leave shall be approved by the Department Head and the Personnel Officer County Director of Human Resources prior to the granting of leave. An employee shall receive a reason in writing for any denial of a request for leave.

*These changes are consistent with the updated FMLA Policy adopted in Res. 217 of 2015.*

## Affirming, Restating and Amending Personnel Policies for County Employees Outside the Bargaining Units

### § VI.045 SALARY AND COMPENSATION PLAN.

(A) All employees outside the bargaining units shall be compensated according to the Warren County Salary and Compensation Plan adopted by the Board of Supervisors and according to such further Resolutions as may be adopted by the Board from time to time. For the purposes of computing salaries and where applicable, overtime and other benefits, the annual salary of all employees outside the bargaining units (with the exception of the appointed and executive employees) shall be divided by 2,080 hours. The salaries of all appointed and executive employees outside the bargaining units shall be divided by 1,820 hours as set forth in Res. 439 of 2010.

(Res. 308 of 1996, passed - -1996; Res. 500 of 1999, passed - -1999; Res. 194 of 2004, passed - -2004; Res. 820 of 2004, passed - -2004; Res. 756 of 2009, passed - -2009; Res. 495 of 2010, passed - -2010)

### § VI.046 WORKDAY, WORKWEEK, OVERTIME

(A) The regular hours of work in each day shall not exceed eight hours, except that the hours worked when attending an authorized out-of-town conference, training class, seminar or similar educational class may be more than eight hours but not more than 11 hours when the Department Head (or designee) and the employee agree that the time worked over eight hours (not more than 11), will be taken as authorized time off later in the same workweek. Agreement by the Department Head and employee must be in writing using a form provided by the County Attorney. If an agreement is not reached it is understood that the Department will either pay overtime or not authorize/require the employee to attend the conference, training class, seminar or similar education class for more than eight hours.

(B) *Overtime.* Overtime must first be authorized by the Department Head. When an employee who is required under law to receive overtime pay is authorized or required by the Department Head to work in excess of 40 hours per week, or more than eight hours in one day, he/she shall be entitled to receive compensation at the rate of time and one-half of his hourly rate of pay, except no overtime compensation shall be required under circumstances where an agreement is reached pursuant to division (A) above.

(C) *Flex time.* In addition to the foregoing, the regular hours in each day for all departments in which employees outside the bargaining unit work shall not exceed eight (8) hours per day except where an employee and a Department Head agree that the employee may work in excess of eight (8), but not more than ten (10) and take authorized time off later in the same pay period on an hour for hour basis. Hours worked under this provision must be tracked and marked as flex time on the employee timesheet. The employee shall not be entitled to overtime pay for the hours used as flex time.

(D) *Compensatory time.* Compensatory time shall not be permitted. All time worked for employees not considered executive, administrative, or professional, in excess of the regular eight-hour day or 40-hour week will be considered as overtime and payment for such overtime will be made at the next regularly scheduled payroll period, except no overtime compensation shall be required under circumstances where an agreement is reached, pursuant to division (A) above.

(E) *Miscellaneous compensation.* The County will reimburse an employee required by the County to use his/her private automobile for County business at the rate allowable by Internal Revenue Service rules as amended from time to time.

(F) *Definition of employees.* The following definitions shall apply:

**Administrative Employee.** Employees responsible for department activities in the absence of the Department Head or Deputy Department Head and who assist in the enforcement of departmental policies and regularly exercise discretion and independent judgment with authority to make important agency decisions. NOTE: Administrative positions are NOT subject to agency fee provisions.

**Executive Employee.** A Department Head or Deputy Department Head. NOTE: Executive positions are NOT subject to agency fee provisions.

**Full-time Employee.** A person who is employed by the County for a 12-month period of time and who works 35 hours per week or more.

**Less than Half-time Employee.** A person who is employed by the County for a 12-month period and works less than 20 hours per week.

**Part-time Employee.** A person who is employed by the County for a 12-month period and who works less than 35 hours per week but more than 20 hours per week.

**Professional Employee.** Employees performing work which requires knowledge of an advanced type in a position where the employees invention, imagination, and talent in a specialized field is required for project completion. Employees perform work which is unique to a career field (i.e., Law, Medicine, Planning), as distinguished from clerical, manual, mechanical or physical duties. NOTE: Professional positions are NOT subject to agency fee provisions.

**Temporary Employee and Seasonal Employee.** A person who is employed for a particular program or project for a period not exceeding six months.

(G) *Fringe benefits.* Part-time employees as herein defined shall receive fringe benefits in the same proportion as the ratio of the number of hours the employee works to the number of hours in the regular workweek. Less than part-time employees including less than half-time and temporary or seasonal employees shall receive no fringe benefits.

(Res. 308 of 1996, passed - -1996; Res. 151 of 2008, passed - -2008)

#### § VI.047 HOLIDAYS.

(A) All employees in County service shall be entitled to the following paid holidays:

- (1) New Year's Day;
- (2) Martin Luther King's Birthday;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Columbus Day;
- (8) Veteran's Day;
- (9) Thanksgiving Day;
- (10) Christmas Day.

(B) In order to be paid for a holiday, the employee must work the employee's last scheduled workday before and after the holiday, except with the employee's supervisor's approval. In the event an employee at a County facility operating seven days a week shall be denied holiday pay by reason of this provision, the employee shall have the right, within the same payroll period of the holiday or the payroll period immediately following said payroll period, to appeal the denial to the Human Resources Director who shall determine whether the employee shall be paid for the holiday. In making a decision, the Human Resources Director shall allow the employee, the employee's immediate supervisor or other designated representative and Administrator to be heard. The Human Resources Director shall render the decision in

writing and shall include the basis or rationale for the decision. The decision shall be delivered to the employee, the employee's supervisor or designee and the Administrator.

(C) Working on Holidays

When a non-bargaining unit, Fair Labor Standards Act exempt employee is required, as part of the customary work schedule, to work on one of the officially-designated county holidays, or if such an employee is called to work on such a holiday, the employee shall be compensated at such employee's regular salary rate for the payroll period and receive leave credit for a full work day to be used within six months of the date of such accrual with the department head's prior approval (which approval shall not be unreasonably withheld). If such employee's normally scheduled day off falls on the official holiday, the employee shall likewise accrue one full work days' leave to be used within six months upon prior approval of the department head (which such approval shall not be unreasonably withheld)."

(D) Weekend Holidays

- (1) Full-time employees will be paid the regular weekly salary without deduction when one (1) of the above holidays is observed during the workweek.
- (2) Part-time employees will be paid at their regular wage for the day when a holiday falls or is observed within their respective workweek schedule.
- (3) Temporary and seasonal employees as defined herein will be paid their regular wage for the day where a holiday falls or is observed within their respective workweek schedule.
- (4) If a holiday falls on a Sunday, it will be observed on the next day thereafter. If it falls on a Saturday, it will be observed on the preceding Friday.
- (5) If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.
- (6) If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.
- (7) Any employee not in an executive, administrative or professional position who is required to work on one(1) of the scheduled holidays shall be paid time and one-half(1/2)plus the holiday pay if the holiday falls during the employee's regular workweek schedule. Election Department employees shall be given an additional day off if required to work on Election Day.
- (8) Any employee not in an executive, administrative or professional position who is called into work on a contract holiday shall be paid time and one-half (1/2) plus the holiday pay.

For the purposes of this Section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday. This regulation shall be waived for the following holidays: New Year's, Christmas and Independence Day. On such holidays, the day to be considered the holiday shall be the day on which the holiday actually falls.

(E) Floating Holidays

Subject to the provisions herein, full-time employees shall be entitled to two additional days of with pay at their usual daily rate. These days shall be known or referred to as "floating holidays" and shall be used within restricted periods of time. One floating holiday shall be taken between January 1st and June 30th of each year. The other shall be taken between July 1 and December 31 of each year. The days may be used in conjunction with vacation or personal days. Rules concerning scheduling and/or use shall be the same as those applicable to vacation days. The days must be taken. Days earned and not taken through no fault of the employee shall be treated in the same manner as vacation days not taken under the same

circumstances. Part-time employees shall receive the benefit of the floating holidays in the same proportion as the ratio of the number of hours the employees work to the number of hours in the regular work week. In their first year, a new employee shall be entitled to the floating holidays provided that the new employee was on the payroll at the time of the actual Lincoln’s Birthday holiday or Election Day.

(Res. 308 of 1996, passed - -1996; Res. 151 of 2008, passed - -2008, Res. 143 of 2016 passed 3-18-2016)

**§ VI.048 VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE.**

*(A) Vacation leave.*

**(1) EMPLOYEES HIRED AFTER JANUARY 18, 2013**

All full-time and part-time employees commencing work on or after January 18, 2013 shall accrue leave from the date of hire on a pro-rated bi-weekly basis. Vacation time will be earned in the amounts outlined in the table in item number 2. Any leave time accrued shall not be considered earned until the newly hired employees have completed six (6) months of continuous service. Once six (6) months continuous service has been completed, the employee may use any of the accrued time or continue to save the time for future use in accordance with other applicable provisions of this agreement. If a new employee shall not complete six (6) months continuous service, the accrued time shall not be considered earned and shall not be payable to the employee upon termination or otherwise leaving the County. Any employee beginning work with Warren County shall always accrue all vacation time provided for herein on a pro-rata bi-weekly basis and such vacation time must be used not later than eighteen (18) months from the time earned or the vacation time shall be forfeited or lost and no compensation shall be made to the employee.

**(2) EMPLOYEES HIRED PRIOR TO JANUARY 18, 2013**

All full-time County employees hired prior to January 18, 2013 shall be entitled to a vacation with pay after completing one (1) years of total continuous service as follows:

1 year of service	10 working days
3 years of service	11 working days
4 years of service	12 working days
5 years of service	13 working days
6 years of service	14 working days
7 years of service	15 working days

An additional day of vacation shall be added each year until a maximum of twenty (20) working days are attained.

- a. Vacation credits shall be computed from the day of entry into County service and computed on January 1st of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1<sup>st</sup> day of January in the year the employee was first appointed.
- b. Vacations shall be scheduled with the approval of the employee’s Department Head, which approval shall not be unreasonably withheld. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one (1) calendar year to another or used in whole or in part any year except the year in which it is due; provided, however, that the County will allow an employee (1) to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Department Head, and solely as a continuation of a planned trip commenced in the twelfth (12th) month of the calendar year; or 2) to carry over up to 5 vacation days, not taken

through any fault of the employee, into the succeeding calendar year, upon notice to the Department Head by December 1 of the current calendar year, to be taken no later than June 1 of the succeeding calendar year.

(3) VACATION PROVISIONS APPLICABLE REGARDLESS OF DATE OF HIRE

- a. Vacation leave may be taken in multiples of not less than one-half (1/2) days. A vacation day taken the day before or day after a holiday must be approved in advance by the Department Head.
- b. The period of employment referred to above shall be for a period of total service in Warren County employment. Vacation credits shall be computed from the day of entry into County service.
- c. A day of vacation shall be a working day.
- d. All vacation time must be taken with the time frames provided and any time not so taken shall be forfeited or lost and no compensation shall be made to any employee, except that vacation time earned and not taken shall be paid to the employee upon application to the Warren County Board of Supervisors and a finding by such Board that 1) in the case of an employee who is not a Department Head that the employee was requested to not take vacation time or was affirmatively denied the opportunity to take vacation time at any time during the time frames herein provided by the Department Head or 2) in the case of a Department Head, the Department Head was requested by the Board of Supervisors to not take vacation or was affirmatively denied the right to take vacation or 3) with regard to any employee injury or disability prevented the use of vacation time. The application provided for herein must be made within 6 months of the end of the year in which the use of vacation time was earned and payment, if awarded, will be at the rate earned. Failure to make such an application shall constitute forfeiture and/or waiver of right to be compensated for qualifying unused vacation time and the County shall have no continuing liability therefore.
- e. Time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his/her termination of service.
- f. Part-time employees and full-time employees who work less than forty (40) hours per week will be entitled to vacation credits based on their regular workday and regular workweek.
- g. In order to be paid for a vacation day, the employee must work the employee's last scheduled work day before and after the vacation day, except with the employee's supervisor's approval.

(B) *Sick leave.*

- a. Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave".
- b. 1. A new full-time employee who is paid on an annual basis and was hired after January 18, 2013 shall be entitled to sick leave with pay on the basis of ten (10) working days in each year. The ten (10) working days per year allowed to an employee for sick leave will be earned at the rate of one (1) day of sick leave for each month of employment except for the sixth and twelfth months during the year of employment where no days will be earned. Such sick leave with pay shall be granted to the employee by the Department Head. The Department Head may require a physician's statement for any absence of more than three (3) consecutive days.  
2. All full-time employees who are paid on an annual basis and were hired prior to January 18, 2013 shall be entitled to sick leave with pay on the basis of one (1) working day per month and no more than twelve (12) working days in each year. Such sick leave with pay shall be granted to the employee by the Department Head. The Department Head may require a physician's statement for any absence of more than three (3) consecutive days.
- c. Employees shall be allowed to take sick leave in no less than one (1) hour intervals.
- d. Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, 1) the sickness or

disability of the immediate family member must require the physical presence and actual assistance of the employee; 2) a full-time employee may use no more than 10 or the maximum number of sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability and the number of days available for use by the part-time employee shall be that portion of 10 days which is in the same proportion to the number of hours worked when compared to full time employees and in no event shall exceed that the employee has accrued; 3) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; 4) the use of sick leave for immediate family member sickness or disability shall be subtracted from or charges to the employee's sick leave balance in the same manner as if used for the employee's own sickness or disability; and 5) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee.

- e. No employee shall receive any part of his/her compensation while absent from duty because of sickness or disability except as herein provided.
- f. The days allowed to an employee for such leave with pay may be accumulated to a maximum of one hundred sixty-five (165) days, and may be kept to his or her credit for future sick leave with pay.
- g. In the event that any employee utilizes the sick leave benefits provided by this Section while not actually sick, such employee will be subject to disciplinary proceedings.
- h. 1. Any employee hired prior of January 18, 2013 who is not represented by a union or collective bargaining agreement, with the exception of Sheriff's Office employees and elected officials, who has not used all of his/her accumulated sick leave at the time of his/her retirement, he/she shall be paid in cash at the hourly rate then in effect, for one-half (1/2) of the accumulated sick leave to his/her credit, with a maximum of seventy (70) days to be paid in cash.  
2. Any employee hired after January 18, 2013 who is not represented by a union or collective bargaining agreement, with the exception of Sheriff's Office employees and elected officials, will receive no sick leave payout.  
3. Any bargaining unit employee of the Sheriff's Office who has not used all of his/her accumulated sick leave at the time of his/her retirement shall be paid in cash at the hourly rate then in effect, for one-half (1/2) of the accumulated sick leave to his/her credit, with a maximum of ninety (90) days to be paid in cash.
- i. Part-time employees will earn sick leave' credits based on their workday and workweek.
- j. Less than half-time, temporary and seasonal employees shall not be entitled to receive sick leave credits.

(C) *Personal leave.*

- a. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation credits.
- b. Full-time employees in County service shall be entitled to personal leave not exceeding a total of three days in each year.
- c. Part-time employees will earn personal leave credits based on their workday and workweek.
- d. Less than half-time, temporary and seasonal employees shall not be entitled to personal leave credits.
- e. Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

- f. Personal leave shall be granted only by prior approval of the Department Head and only at a time convenient to the Department, and may be taken in multiples of not less than one hour.
- g. (a) An employee shall not be entitled to personal leave time until after four months of continuous employment.  
(b) Each new full-time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment, except all new employees shall have three personal leave days credited as of January 1, whether they have completed ten months of service or not.

(D) *Leave of absence.*

- (1) *Military leave.* County employees who are members of military reserve units and are required to go on active duty for training purposes shall be entitled to leave without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding 30 workdays per calendar year. Payment shall not be made to such employee unless a copy of the military orders is submitted to the Department Head.
- (2) *Medical leave, education leave and family leave.*
  - a. To request a leave of absence under the Family and Medical Leave Policy, please refer to the Family and Medical Leave Policy for Warren County Employees found in Resolution 217 of 2015.
  - b. Extension of authorized medical leave will be granted after an approval by the Department Head and the Personnel Committee of Warren County.
  - c. Unpaid educational leave may be requested up to a period not to exceed 10 months.
- (3) All requests for leave shall be approved by the Department Head and the County Director of Human Resources prior to the granting of leave. An employees shall receive a reason in writing for any denial of a request for leave.
- (4) Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.
- (5) In the event an employee is reinstated in his/her old position within two months from the date he/she has resigned or for any reason has left his/her position, he/she will be reinstated with all his/her accumulative rights and benefits as if no interruption in service has occurred.
- (6) In the event an employee reenters County service after having terminated his/her service for any reason whatsoever and is not reinstated within two months from the date his/her service has terminated, such employee shall not be entitled to vacation credits based on total service until he/she has completed two years of continuous service from the date of reentering County service.

(E) *Bereavement leave and funeral leave.*

- (1) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three (3) working days, commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.
- (2) Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, or grandparent-in-law.

(3) When extreme weather conditions will not allow for a burial until spring, an employee may reserve and schedule a day of the bereavement leave discussed above for such reason.

(F) *Employee approval.* The employer shall not have the right to charge any employee's leave credits without that employee's approval.

(G) *No discrimination.* The County shall administer the policies set forth in this Resolution in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color sexual orientation, national origin military status, sex, disability, predisposing genetic characteristics, or marital status.

(Res. 308 of 1996, passed - -1996; Res. 820 of 2004, passed - -2004; Local Law 4 of 2008, passed 3-21-2008; Res. 151 of 2008, passed - -2008; Res.336 of 2010, passed - -2010; Res. 54 of 2013, passed - -2013)

## § VI.049 HEALTH INSURANCE AND DENTAL INSURANCE PLANS.

### 1. Employee Eligibility.

(A) Warren County employee shall be eligible for coverage under the Warren County Health Insurance Plan if any of the following conditions apply:

- a. Said employee is employed at a rate of at least thirty (30) hours per week on a regularly scheduled basis, or
- b. Is employed less than thirty (30) hours per week:
  - i. Is a paid elected official. Or
  - ii. Is a paid member of a public legislative board.

(B) Health insurance benefits for full-time (30+ hours per week) non-bargaining unit employees who began work with Warren County prior to December 21, 2012 shall be as follows:

(1) Effective April 1, 2013, the County shall offer health insurance to current full-time employees not part of any collective bargaining unit on an individual, two-person or family coverage basis (depending on the qualifications and election of the employee) provided that the employee contributes ten percent (10%) of the health insurance premium. Commencing December 1, 2013, the amount of the aforesaid contribution shall be increased to eleven percent (11%). Commencing December 1, 2014, the amount of the aforesaid contribution shall be increased to twelve percent (12%). Commencing December 1, 2015, the amount of the aforesaid contribution shall be increased to thirteen percent (13%).

(2) All health insurance coverage shall be afforded with the maximum co-pay of 25/40 for office co-pays and 10/30/50 for drug plan co-pays.

(3) The health insurance coverage option(s) afforded eligible retirees under 65 years of age shall be the same as that provided to eligible active employees. The Health Insurance coverage option(s) afforded eligible retirees 65 years of age and older shall be through Medicare Advantage Plans or similar plans offered to eligible Union employee retirees with the same status;

(1) The County will offer coverage to full-time non-bargaining unit employees who retire, provided that said employee a) has at least ten (10) years of total service as a Warren County employee; b) has retired under the New York State Retirement System or is retired and is receiving or will receive Social Security Benefits and would have been eligible to retire and receive benefits under the New York State Retirement System if the employee had been a participant in said Retirement System; c) is enrolled in the Warren County Health Insurance Plan at the time of retirement; d) the contribution to be paid toward the health insurance premium by all eligible retirees under the age of sixty-five (65) shall be the amount equivalent to the amount paid by active eligible employees and may be increased or otherwise changed from time-to-time; e) the contribution to be paid toward the health insurance premium by retirees who are or became sixty-five (65) years of age or older on December 21, 2012

and who are participants in a Medicare Advantage Plan or similar plan shall be based on the formula in existence and being used just prior to December 21, 2012; f) the contribution to be paid by current active eligible employees who become retirees sixty-five (65) or older, after August 16, 2013 and who began employment with Warren County prior to December 21, 2012, shall be a percentage equal to that percentage being contributed by active full-time employees commencing work prior to December 21, 2012, as may be increased or otherwise changed from time-to-time.

(4) Two members of the same family employed by the County may only be enrolled in one (1) health insurance plan. However, if two (2) members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan provided that the employee contributes the required 20% and provided further that the individual plans are equal to or less than the cost of the two-person plan. If the two-person plan shall be of a less cost, the employees will be eligible only for the two-person plan.

(C) Health insurance benefits for new full-time (30+ hours per week) non-bargaining unit employees beginning work with Warren County on or after December 21, 2012 shall be as follows:

(1) The County shall offer health insurance to new full-time employees commencing the first day of the month immediately following full-time employment with the County on an individual, two-person or family coverage basis (depending on the qualifications and election of the employee) provided that the employee contributes 20% of the health insurance premium.

(2) All health insurance coverage shall be afforded with the maximum co-pay of 25/40 for office co-pays and 10/30/50 for drug plan co-pays.

(3) The County will offer health insurance Medicare Advantage plans or similar plans to full-time non-bargaining unit employees who retire, provided that said employee a) retires from the New York State Retirement Plan; b) had insurance coverage in the previous ninety (90) day period; c) is sixty-five (65) years of age or older; d) has at least twenty (20) years total full-time county service; e) pays a percentage equal to that shared percentage being contributed by active fulltime employees commencing work on or after December 21, 2012, as may be increased or otherwise changed from time to time. If the employee leaves County service before reaching the age of sixty-five (65), the employee shall not be entitled to continue health insurance through Warren County. Once the employee who leaves the County reaches sixty-five (65) years, assuming all other eligibility criteria outlined above are met, the employee may then elect to receive benefits outlined above.

(4) Two members of the same family employed by the County may only be enrolled in one (1) health insurance plan. However, if two (2) members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan provided that the employee contributes the required 20% and provided further that the individual plans are equal to or less than the cost of the two-person plan. If the two-person plan shall be of a less cost, the employees will be eligible only for the two-person plan.

## **2. Coverage in Retirement.**

(A) Eligibility in retirement is as set forth in Section 1.

(B) Employees with at least 10 years total service as a Warren County employee, vested status who leaves County employment prior to retirement under the New York State Retirement System may continue coverage in the Warren County Health Insurance Plan by paying both the employer and employee shares of the health insurance premium. After retirement begins, said employee shall be liable for only the employee share of the premium.

(C) An active employee who is eligible for coverage and has elected not to enroll in the County Plan during his active employment may enroll in the Plan at any time prior to retirement during an open enrollment period.

(D) A covered employee or retired employee who fails to remit the required premiums shall be terminated from coverage.

- (E) An employee who is eligible for coverage at the time of retirement and who elects not to continue coverage or to not enroll for coverage as a retired person shall be eligible to enroll for coverage after retirement provided such employee has at least twenty (20) years of total service as a Warren County employee.
- (F) Death of an Employee While in Service - The surviving spouse and minor children of a Warren County employee who dies while in service and prior to retirement shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:
1. the deceased employee had at least ten (10) years of total service as a Warren County employee;
  2. the deceased employee was vested under the New York State Retirement System at the time of his/her death.
- (G) Death of Retiree - The surviving spouse and minor children of a retired Warren County employee shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:
1. the deceased employee had at least ten (10) years of total service as a Warren County employee;
  2. the deceased employee had retired and was eligible for or receiving benefits under the New York State Retirement System at the time of his/her death.
- (H) "Continued coverage" as used in this in this Resolution shall mean the coverage available to all Warren County employees and members of the employee's family.

(Reso. 753 of 2009, Reso. 790 of 2012, Reso 160 of 2013, Reso 465 of 2013)

#### § VI.050 RETIREMENT PLANS AND DEATH BENEFITS.

(A) *Retirement - generally.* Retirement benefits and death benefits, to the extent available, are provided through the New York State and Local Employees' Retirement System. Information concerning the nature and extent of the retirement benefits may be obtained through the Human Resources Department and/or from the New York State and Local Employees' Retirement System.

(B) *Career retirement plan.* The County has adopted a Resolution providing for a Career Retirement Plan for County-employees pursuant to N.Y. Retire. & Soc. Sec. Law § 75-i. The foregoing shall be amended to the extent necessary to reflect changes in the N.Y. Retire. & Soc. Sec. Law as it applies to so-called "Tier Three" category employees. Such plan shall become effective upon compliance with applicable New York State laws and implementation by the New York State Retirement and Social Security System.

(C) *Guaranteed ordinary death benefit.* The County has adopted a Resolution providing for a guaranteed ordinary death benefit under N.Y. Retire. & Soc. Sec. Law § 60-b as amended by the Laws of 1970 which provides, for County employees who qualify, a guaranteed minimum death benefit of three times the annual rate of pay but limited to \$20,000.

(Res. 308 of 1996, passed - -1996)

#### § VI.051 MISCELLANEOUS PROVISIONS.

(A) *Coffee breaks.* All employees shall be allowed one coffee break during each four hours of his/her regular day and each Department Head shall establish such rules and regulations as may be necessary to implement these employee rest periods.

(B) *Annual statement of accrued time.* During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each employee in County service a statement of his/her accrued credits for vacation and sick leave as of the end of the prior calendar year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

(C) *Submission of time cards.* For the purpose of maintaining leave balances, all employees are to submit weekly time cards. Overtime payment for those employees not deemed executive, administrative or professional shall be listed on weekly time cards. Hours reported in excess of 40 hours weekly for those employees designated executive, administrative or professional are NOT eligible for overtime compensation.

(D) *Review of time cards.* Every employee in County service shall have the right to review or question his/her time card and may from time to time inquire through the Personnel Office as to his/her accrued leave time credits.

(E) *Medicare premiums.* Upon the exclusion from the coverage of the County's health insurance plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer contributions to the Health Insurance Fund shall be adjusted as necessary to provide such payments.

(F) *Workers' compensation and disability insurance.* Warren County Workers' Compensation and Disability Insurance is through self insurance and benefits and use or credit of sick leave will be in accordance with the rules established thereunder.

(G) *Jury duty compensation.* The County will pay an employee who serves on jury duty their regular 40 hours pay at straight time for each day served on jury duty. Upon discharge from jury duty, prior to the end of the workday, the employee shall return to his/her County job. The County will require verification of jury service and time discharged by the Commissioner of Jurors. Immediately upon being discharged from jury duty the employee shall obtain a verification and time discharged form from the Personnel Department or the Commissioner of Jurors and request that the Commissioner of Jurors or designee sign the same. The employee shall be required to give a copy of the verification form to the Department Head prior to returning to work.

(H) *Training programs.* County employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employee for 50% of the cost for tuition and fees incidental to taking the course.

(I) *Job-related course benefit.*

(1) County employees who are not represented by a union or collective bargaining agreement, with the exception of elected officials, shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employee for 50% of the cost for tuition and fees incidental to taking the course. If an employee does not work for at least 18 consecutive months after completing a course for which the County has reimbursed the employee for 50% of the cost of tuition and fees, the employee will refund the County the total amount paid by the County to the employee.

(2) Non-bargaining employees of the Sheriff's Office shall be allowed to take job-related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employees for 50% of the cost of tuition and fees incidental to taking the course. If an employee does not work for at least 18 consecutive months after completing a course for which the County has reimbursed the employee for 50% of the cost of tuition and fees, the employee will refund the County the total amount paid by the County to the employee.

(J) *Employee indemnification.* The indemnification benefits of N.Y. Pub. Off. Law § 18 has been conferred upon all County employees, provided such employee complies with all of the requirements of N.Y. Pub. Off. Law § 18.

(K) *Americans with Disabilities Act.* The County shall comply with the applicable provisions of the Americans with Disabilities Act. See §§ VI.065 through VI.071.

(Res. 308 of 1996, passed - 1996; Local Law 4 of 2008, passed 3-21-2008, Res. 145 of 2016 passed 3-18-2016)

PROPOSED CHANGES TO WARREN COUNTY PLANS AND POLICIES**SECTION VI.011 TIME CLOCK POLICY AND TIME AND ATTENDANCE SYSTEM PROCEDURE**

*Update the Schedule "A" list of exempt job titles.*

**Schedule "A"**

Administrative Fiscal Services  
 County Administrator  
 Assist to County Administrator  
 Board of Elections  
 Commissioner Elections #2  
 Deputy Commissioner Elections #2  
 Commissioner Elections #1  
 Deputy Commissioner Elections #1  
 Building & Fire Code  
 Administrator Fire & Bldg Code  
 Civil Service  
 Personnel Officer  
 Clerk of the Legislative Board  
~~2nd Deputy Clerk of the Board~~  
 Deputy Clerk of the Board  
 Clerk of the Board  
 County Attorney  
 1st Assistant County Attorney  
 County Attorney  
 Assistant County Attorney  
 County Auditor  
 County Auditor  
 County Clerk  
 1st Deputy County Clerk  
 Countryside Adult Home  
 Director Countryside Adult Home  
 District Attorney/District Attorney  
 3rd Assistant DA  
 1st Assistant DA  
 4th Assistant DA  
 2nd Assistant DA  
 6th Assistant DA  
 5th Assistant DA  
 DPW  
 Airport Manager  
 Superintendent Bldgs & Grounds  
 Superintendent of Public Works  
 Fiscal Manager  
 Deputy Supt/Admin DPW  
 Dept Superintendent/Operations  
 Assistant Engineer #2  
 Junior Transportation Analyst  
 Engineer #1  
 Assistant Engineer #4  
 Dpty Superintendent Public Works  
 Recreation Facilities Manager  
 Director of Parks & Rec/Up Yonda  
 Fish Management Specialist  
 Environmental Education Admin

Naturalist  
 Assistant Engineer #1  
 Senior Civil Engineer  
 Employment & Training/WIA-Admin (Staff)  
 E & T Director II  
 Historian  
 County Historian  
 Human Resources  
 Human Resources Director  
 Information Technology  
 Director Information Technology  
 Web/Intranet Developer  
 Analyst/Programmer #1  
Sr. Programmer  
 Legal Defense - Indigents  
 Assigned Counsel Administrator  
 Mental Health  
Children & Youth SPOA Coordinator  
 Mental Health Program Analyst  
 Deputy Director Mental Health / Fiscal  
 Deputy Director Clinical  
 Director Mental Health  
 Office for the Aging  
 Fiscal Manager  
 Nutrition S Coordinator  
 Director Aging  
 Office of Emergency Services  
 Director/Fire Coordinator  
 Emergency Services Coordinator  
 4th Deputy Fire Coordinator  
 Planning/Planning  
 Construction Cost Coordinator  
 County Planner  
 Probation/Probation  
 Probation Supervisor #2  
 Director of Probation  
 Probation Supervisor #1  
 Public Defender  
 1st Assistant Public Defender  
 3rd Assistant Public Defender  
 5th Assistant Public Defender  
 4th Assistant Public Defender  
 2nd Assistant Public Defender  
6<sup>th</sup> Assistant Public Defender  
 Public Defender  
 Public Health  
 Director Pub Health/Patient Svc  
 Assistant Director Public Health  
~~Supervising PHN #3~~  
 Public Health Fiscal Manager  
 Supervising PHN #6  
 Assistant Director Patient Serv  
 Supervising PHN #4  
 Long Term Coordinator  
 Clinical & Fiscal Info Coordinat  
 WIC Coordinator

## Purchasing

Purchasing Agent  
Deputy Purchasing Agent

## Real Property Tax

Director Real Property  
Deputy Director Real Property

## Self Insurance

Insurance Administrator  
Deputy Self Insurance Administrator

## Sheriff/Jail

Corrections Captain  
Corrections Lieutenant #2  
Corrections Lieutenant #1  
Corrections Inspector  
Sheriff/Sheriff Law Enforcement  
~~Investigative Lieutenant~~  
Systems Maintenance Coordinator  
Patrol Lieutenant #1  
Major  
Patrol Lieutenant #2  
Undersheriff

## Social Services/Social Services Admin

DSS Fiscal Manager  
Social Services Attorney  
Commissioner Social Services  
Deputy Commissioner/Chief Legal Counsel  
~~Deputy Commissioner Soc Services~~  
Assistant Social Services Attorney #1  
Assistant Social Services Attorney #2

## Tourism

Assistant Tourism Coordinator  
Creative Director  
Director of Tourism

## Treasurer

Accountant  
Junior Accountant  
Deputy Treasurer

## Veterans Service

Director Veterans

## Weights &amp; Measures

Director Weights & Measures

~~Westmount/Administration~~

~~Nursing Home Administrator~~  
~~Director of Nursing~~  
~~Dietary Supervisor~~  
~~Comptroller~~  
~~MDS Coordinator~~  
~~Staffing/In Service Coordinator~~  
~~Youth~~  
County Youth Director

**RESOLUTION REQUEST FORM NO. 10**

*Request for Transfer of Funds*

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Treasurer

SIGNED:



DATE: 3/25/2016

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions	A.4530 470	Public Nursing Home, Contract	\$8,111.93

**Please state reason for transfer request:** As noted by the County Attorney, it appears that the County will continue to pay the Performance Assurance portion of the Siemens Co-Gen contract.

**Please file original request with Clerk of the Board and retain copy for your records.**

REQUEST FOR TRANSFER OF FUNDS

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: DEPARTMENT OF PUBLIC WORKS

Name of Department

SIGNED: *Jeffrey E. Thompson* DATE: 3/15/2016

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund	A.1620 470	General, Building, Contract	\$20,000.00

Please state reason for transfer request:  
Please file original request with Clerk of the Board and retain copy for your records.

Reso No 45 of 2016, to retain engineering services through NYSERDA FlexTech program to review the savings reported under the Municipal Center Energy Performance Contract

# Warren County Board of Supervisors

## RESOLUTION NO. 45 OF 2016

Resolution introduced by Supervisors Simpson and Montesi

### AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO RETAIN ENGINEERING ASSISTANCE TO REVIEW REALIZED MUNICIPAL CENTER ENERGY SAVINGS AND PROVIDE ADVICE AND COUNSEL TO THE WARREN COUNTY BOARD OF SUPERVISORS

WHEREAS, there have been questions raised regarding Savings Guarantees of said project, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors, to propose a Scope of Work and retain engineering services through the NYSERDA FlexTech program to review the savings reported under the Municipal Center Energy Performance Contract with and provide advice and counsel to the Warren County Board of Supervisors regarding said contract, and be it further

RESOLVED, that the funds shall be expended from the Contingent Fund, not exceed Twenty Thousand Dollars (\$20,000).

**RESOLUTION REQUEST FORM NO. 7**

***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME: Public Defender**

**DATE:**

(a) Purpose of Amendment: **To authorize expenditure of funds from Office of Indigent Legal Services. Reference: #C000352, Resolution No. 374 of 2013.**

(b) Appropriation Code, Object Code, Full Title and Amount

**A1171 423 Telephone 3,500.00**

(c) Revenue Code (with title), and Amount:

**A1171.3045 Public Defender-Office of Indigent Legal Services Distribution 3,500.00**

**RESOLUTION REQUEST FORM NO. 20**

**MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME: Countryside Adult Home**

**DATE: 03/23/2016**

- (a) Purpose of Request: Reduce hours for Account Clerk #3 from 24 hours/week to 20 hours/week.
  
- (b) Details: See above
  
- (c) Previous Resolution Number:

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department COUNTRYSIDE ADULT HOME Payroll Dept. No. 6030
Title of Position ACCOUNT CLERK Annual Salary \$27,027.00 Grade 4
Budget code and title A6030.130 Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 12634
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State 50 % Other %
Impact to Budget: APPROXIMATE SAVINGS OF \$1,351 [County Share].
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Date
The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature

BUDGET OFFICER COMPLETES THIS SECTION

Date
The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Date
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature

**RESOLUTION REQUEST FORM NO. 11*****Request to Create New Position*****DEPARTMENT NAME: Social Services****DATE: March 23, 2016**

- (a) Title of Requested Position: **Intake Clerk #7**
- (b) Annual Base Salary (and Grade if Applicable): **\$27,027 (Grade 4)**
- (c) Effective Date for New Position: \* **April 15, 2016**  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):  
**Social Welfare Examiner #34 - Salary \$32,771 (Grade 8)**
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:  
**A.6010 110 - Salaries Regular**
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)  
**Yes**
- (g) Is this a mandated position? If so, please explain:  
**Yes**
- (h) Is there expected revenue from this position? If so, please explain:

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: SOCIAL SERVICES Payroll Dept. No: 40.03
Title of Position: INTAKE CLERK #7 Base Salary of Position: \$27,027 Grade: 4
Request to Backfill Due to Promotion: [X] Yes [ ] No
Budget code and title: A.6010 110 - Salaries Regular Union [X] Non-Union [ ]
This position is vacated due to: [ ] Retirement [ ] Resignation [ ] Termination [ ] Promotion [X] Other New Position
Employee No.: Is this position mandated? [X] Yes [ ] No Is the position reimbursable? [X] Yes [ ] No
Source of reimbursement: [X] Federal 50% [X] State 25% [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- [ ] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

BUDGET OFFICER COMPLETES THIS SECTION

- [ ] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_

- [ ] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

**RESOLUTION REQUEST FORM NO. 11*****Request to Create New Position*****DEPARTMENT NAME:** Social Services**DATE:** March 23, 2016

- (a) Title of Requested Position: **Caseworker #34**
- (b) Annual Base Salary (and Grade if Applicable): **\$39,979 (Grade 16)**
- (c) Effective Date for New Position:\* **April 15, 2016**  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:  
**A.6010 110 - Salaries Regular**
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)  
**Yes**
- (g) Is this a mandated position? If so, please explain:  
**Yes**
- (h) Is there expected revenue from this position? If so, please explain:

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: SOCIAL SERVICES Payroll Dept. No: 40.01
Title of Position: CASEWORKER #34 Base Salary of Position: \$39,979 Grade: 16
Filling at Step # (If Known): Request to Backfill Due to Promotion: [X] Yes [ ] No
Budget code and title: A.6010 110 - Salaries Regular Union [X] Non-Union [ ]
This position is vacated due to: [ ] Retirement [ ] Resignation [ ] Termination [ ] Promotion [X] Other New Position
Employee No.: Is this position mandated? [X] Yes [ ] No Is the position reimbursable? [X] Yes [ ] No
Source of reimbursement: [X] Federal 50% [X] State 25% [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- [ ] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

BUDGET OFFICER COMPLETES THIS SECTION

- [ ] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

- Name of Committee \_\_\_\_\_
[ ] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

**RESOLUTION REQUEST FORM NO. 11*****Request to Create New Position*****DEPARTMENT NAME:** Social Services**DATE:** March 23, 2016

- (a) Title of Requested Position: **Caseworker #35**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$39,979 (Grade 16)**
- (c) Effective Date for New Position:\* **April 15, 2016**  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:  
**A.6010 110 - Salaries Regular**
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)  
**Yes**
- (g) Is this a mandated position? If so, please explain:  
**Yes**
- (h) Is there expected revenue from this position? If so, please explain:

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: SOCIAL SERVICES Payroll Dept. No: 40.01
Title of Position: CASEWORKER #35 Base Salary of Position: \$39,979 Grade: 16
Filling at Step # (If Known): Request to Backfill Due to Promotion: [X] Yes [ ] No
Budget code and title: A.6010 110 - Salaries Regular Union [X] Non-Union [ ]
This position is vacated due to: [ ] Retirement [ ] Resignation [ ] Termination [ ] Promotion [X] Other New Position
Employee No.: Is this position mandated? [X] Yes [ ] No Is the position reimbursable? [X] Yes [ ] No
Source of reimbursement: [X] Federal 50% [X] State 25% [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- [ ] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

BUDGET OFFICER COMPLETES THIS SECTION

- [ ] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_
[ ] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

## RESOLUTION REQUEST FORM NO. 11

Request to Create New Temporary (90 day) PositionDEPARTMENT NAME: Health ServicesDATE: 03/23/2016

- (a) Title of Requested Position: Supervising Public Health Nurse
- (b) Annual **Base** Salary (and Grade if Applicable): \$68,973.84
- (c) Effective Date for New Position: \*04/22/2016  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable): None – temporary position being created to cover for employee out on long term medical leave
- (e) Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount: A 4010.110 Full time salaries
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title?: Yes (This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain: No- see comment below
- (h) Is there expected revenue from this position? If so, please explain: The individual in this position oversees all business associates (therapists) which are revenue generating

## RESOLUTION REQUEST FORM NO. 20

## MISCELLANEOUS\*

**\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.**

DEPARTMENT NAME: Health Services

DATE: 03/24/2016

- (a) Purpose of Request: To establish a weekend and holiday hourly rate for per diem Registered Nurse and LPN Nurse Technicians
- (b) Details: Please see the attached details
- (c) Previous Resolution Number: Not applicable

## Attachment #6

**Proposal:**

Establish Per Diem Weekend/Holiday rates of \$40 per hour for RNs, \$30 per hour for Nurse Technicians (LPNs)

Average Nursing Hourly Salary	\$26.00 RN	\$20.00 LPN
Average OT Hourly Rate	\$39.00 RN	\$30.00 LPN
Weekend/Holiday On-Call Pay	\$30.00	
Current starting Per Diem Rate	\$25.57 RN	
	\$19.78 LPN	

**Rationale for Change:**

- With decreased staff we are having increasing issues covering patients on weekends
- Decreased staff means more weekend rotations per FT staff member
- Increasing the Per Diem Rate for weekend day/holidays would align rate with FT staff rate
- May see a slight decrease in cost if Per Diem staff is not paid weekend/holiday on call of \$30 per day
- We need to strengthen our recruitment to attract weekend/holiday per diem staff while decreasing the week-end and holiday demands of FTE
- Increasing our per diem rate for weekend/holidays to be competitive with other CHHA (Certified Home Health Agency) serving Warren County
- Plan is to increase the number of per diem to cover week-end/holiday referral demands
- Increase in Per Diem rate would be for week-ends/holidays only. Week day per diem rate would remain at the present rate

We expect we will continue to utilize both per diem and full time staff for weekends and holidays even when fully staffed due to the volume of visits on weekends and holidays. It sets us apart from other agencies because we are able to take referrals and see the patients in a timely basis. Since we have decreased the number of full time staff it makes more weekends and holidays the full time staff need to cover, and that does not make them happy. Some staff elect to take days off during the week when they have a weekend, and that is good as we save the overtime paid for weekends, and some prefer the long stretch of days. Due to the volume of referrals, we have about 6-8 nurses working on the weekend.

We anticipate the increase in the per diem rate will be budget neutral, and we will save a little as no "on call" will be paid to per diem as it is to full time staff.

**RESOLUTION REQUEST FORM NO. 7****Request to Amend County Budget\***

**\*If this is the result of a grant award, also complete and submit  
Form No. 5 or 6**

**DEPARTMENT NAME:** Warren County Health Services-Disease Program

**DATE:** March 23, 2016

- (a) **Purpose of Amendment:** To amend the 2016 budget to adjust the Disease Program to reflect the total funds given for the Lead Grant. We had budgeted \$21,906, however the new grant will be for \$23,001.
- (b) Appropriation Code (with title), Object Code (with title) and Amount:  
**A.4018.0030.469 Disease Program- Other Contributions \$1,095.00**

Revenue Code (with title), and Amount:

**A.4018.0030.4457 Disease Program-Lead Revenue \$1,095.00**

**ATTACHMENT #5**

**RESOLUTION REQUEST FORM NO. 7*****Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME:** Department of Public Works

**DATE:** March 28, 2016

(a) Purpose of Amendment:

To Amend 2016 Budget \$3,500.10 dollars to reflect Insurance Recovery payment received March 8, 2016, for repairs of CR Wood (GasLight Village Property) Light Pole Damage.

(b) Appropriation Code, Object Code, Full Title and Amount:

A16250 422 GasLight Village Property, Repair/Maint - Equipment \$3,500.10

(c) Revenue Code (with title), and Amount:

A.1625 2680 Gaslight Village Property, Insurance Recovery \$3,500.10

THE TRAVELERS - CCS - KEEP AND CLOS  
CLAIM CUSTOMER SERVICES  
PO BOX 4947  
ORLANDO FL 32802-4947

891A 87030434

ITEM 8

SA08756

TRAVELERS 

DATE: 02/12/16  
LOSS DATE: 06/07/15  
FILE NUMBER: 235 AD E2W9531 F

WARREN COUNTY ATTN: ILANA MORGAN  
1340 SR 9  
LAKE GEORGE NY 11845

CLAIMANT:  
/WARREN COUNTY TREASURER

ACCOUNT NAME:  
BOULEVARD PRODUCTIONS

THE TRAVELERS INDEMNITY COMPANY

EXPLANATION OF PAYMENT

Property Damage Liability \$3500.10  
TOTAL PAID \$3500.10

RECEIVED

FEB 17 2016

County Attorney's Office

PD PAYMENT CLAIM E2W9531 - POLE DMG  
WARREN COUNTY - ATTN: ILANA MORGAN

*Insurance Recovery 2680  
A. 1625*

FOR ADDITIONAL INFORMATION, CONTACT: CARMEN TELLES AT (407)388-7069

3008774  
- DETACH CHECK

UNSPUN 121288  
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.  
One Penns Way  
New Castle DE 19720

TRAVELERS 

891A 87030434

82-20  
311

PO BOX 4947  
ORLANDO FL 32802-4947  
(407)388-7069

DATE: 02/12/16  
ACCOUNT NUMBER: 199  
FILE NUMBER: 235-AD E2W9531 F

VOID IF NOT PRESENTED WITHIN  
ONE YEAR AFTER DATE OF ISSUE

THREE THOUSAND FIVE HUNDRED AND 10/100

PAY: \$\*\*\*\*3,500.10

PAY TO THE ORDER OF  
WARREN COUNTY TREASURER  
1340 SR 9  
LAKE GEORGE NY 11845

17531  
A08756

*Maria Olivo*  
AUTHORIZED SIGNATURE

87030434

031100209

38621267

**RESOLUTION REQUEST FORM NO. 7**

***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME: DPW**

**DATE: 3/23/16**

- (a) Purpose of Amendment: To amend the County Budget to reflect anticipation of Household Hazardous Waste State Assistance Programs
  
- (b) Appropriation Code (with title), Object Code (with title) and Amount:  
A1628 470 General Fund, Waste Management Container, Contracts \$50,000
  
- (c) Revenue Code (with title), and Amount:  
A1628 3907 General Fund, Waste Management Container, State Grant \$25,000  
Source of funding is requested for \$25,000.

# Warren County Board of Supervisors

## RESOLUTION NO. 617 OF 2015

Resolution introduced by Supervisors Merlino, Conover, Wood, Taylor, Frasier, Dickinson, Simpson, Sokol and Vanselow

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE ("HHW") STATE ASSISTANCE PROGRAM AND SIGNING OF ASSOCIATED STATE MASTER GRANT CONTRACT, UNDER THE APPROPRIATE LAWS OF THE STATE OF NEW YORK**

WHEREAS, the State of New York provides financial aid for household hazardous waste programs, and

WHEREAS, the County of Warren, herein called the Municipality, has examined and duly considered the applicable laws of the State of New York and the Municipality deems it to be in the public interest and benefit to file an application under these laws, and

WHEREAS, it is necessary that a contract by and between the People of the State of New York, herein called the State, and the Municipality be executed for such State Aid, and the County's local match will be fifty percent (50%), now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes that the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York included all understanding assurances contained in said application is hereby authorized, and be it further

RESOLVED, that the Chairman of the Board of Supervisors is hereby directed and authorized as the official representative of the Municipality to act in connection with the application, to execute the resulting contract if said application is approved by the State, and to provide such additional information as may be required in a form approved by the County Attorney, and be it further

RESOLVED, that the Municipality agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract, and be it further

RESOLVED, that this resolution shall take effect immediately.

**RESOLUTION REQUEST FORM NO. 20****MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME:** Department of Public Works

**DATE:** March 28, 2016

- (a) Purpose of Request: To create budget line item to reflect a new road project.
  
- (b) Details: To create a new budget line item to reflect new road project D.5112.8250 for (CR 16) Bay Street to be funded by transfer from D.5142 410 County Road, Snow Removal - County, Supplies
  
- (c) Previous Resolution Number:
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: D.5112.8250 280 County Roads, (CR 16) Bay Street \$50,000.00 D.5142 410 County Road, Snow Removal - County, Supplies \$50,000.00

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 10**

*Request for Transfer of Funds*

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Law (County Attorney) 1420

SIGNED:

DATE: 3/18/16

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions	A.1420 110	Salaries - Regular	\$49,000

Please state reason for transfer request: Retiree payout and separation payout was not accounted for in the budget. Budget increase for difference in Salary amount for Confidential Secretary

Please file original request with Clerk of the Board and retain copy for your records.

martin sal	2699.91
martin fringe	2105.37
shelly salary	2573.55
shelly fringe	316.55
amy payout	41190.21
	48885.59

**RESOLUTION REQUEST FORM NO. 3*****Request for New Contract*****DEPARTMENT NAME: Office of County Administrator****DATE: 3/31/2016**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Annual Software Support Agreement**
- (c) Name of Contractor: **P&NP Computer Services**
- (d) Address of Contractor: **66 North Main Street, Brockport, NY 14420-1649**
- (e) Contractor's Contact Person and Telephone Number: **Curt Hamlin 585 637-3240**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **April 1, 2016**
- (h) Termination Date of Contract: **September 30, 2016**
- (i) Payment Provisions:
  - i) lump sum amount **\$3,225**
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount:  
**OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.4530 470 - Public Nursing Home-Contract \$3,225.****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
 Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



## P&NP Computer Services, Inc.

66 N Main Street  
 Brockport, New York 14420-1649  
 (585) 637-3240  
 Fax: (866) 670-2234

February 29, 2016

Revised: March 28, 2016

### **Annual Support Agreement for April 1, 2016 through March 31, 2017**

Client: 225 Westmount Health Facility  
 42 Gurney Lane  
 Queensbury, New York 12804-8250  
 Facility Rep: Betsy Henkel

The above named client agrees to pay an annual maintenance fee to P&NP Computer Services, Inc. (hereafter referred to as the vendor and/or P&NP) at a rate equal to fifteen percent (15%) of the current price of software as purchased from the vendor. The fee will be billed by the vendor on an annual basis and the fees are not subject to change for one (1) year from the execution of this agreement. The current selling prices of the software and maintenance fees are attached. The prices are valid for thirty (30) days from the date printed on the price sheet. There is no charge for this maintenance agreement in the first year. The maintenance contract shall commence upon installation of the software and shall terminate after one year. The maintenance contract assures the client of a situation where the ongoing warranty is still in effect.

Payment of the maintenance fee will provide for:

1. Software updates provided by the vendor for the software purchased from the vendor and listed at the end of this support agreement. These updates will include all bug fixes known and corrected at the time, as well as enhancements to the current software. All updates are provided on virus free CD or DVD disks or as downloadable files. Clients are responsible for putting updates on their systems within 30 days of receiving the update. P&NP will provide regulatory updates to currently existing forms within the state or federally mandated time frame. While no firm guarantee can be made as to time compliance, P&NP has always been early in the past. When appropriate as in the case of small updates and bug fixes, the vendor chooses to utilize the internet, and will post these updates on the vendor's website [www.pnpcomputer.com](http://www.pnpcomputer.com). Client user agrees that from time to time the client user will check this site for upgrades and apply these upgrades as needed. Special upgrades are e-mailed to specific sites. Client user agrees to maintain an e-mail account.  
 Upgrades to new versions of the software will be provided at no extra cost within twelve (12) months of the original purchase. After twelve months there will be an upgrade charge for new versions of the software.
2. Telephone or E-mail assistance in implementing the software updates provided by the vendor is available. Instructions for loading are always included with the updates. Facility must be familiar with some form of unzipping software. P&NP supplies numerous trial programs for use by its clients and instructions are provided by these vendors.
3. Free phone support, of a reasonable duration of approximately 15 minutes, including voice, as well as, data transmissions. Phone support does not include phone company charges. Phone support does not include over the phone training. Phone support is available Monday through Friday 9:00AM to 5:00PM except for national holidays. Voice Mail is monitored and is available 24 hours a day every day.
4. P&NP warrants multi-user capability of its software only on Windows networks and only if the above mentioned networks have been set up by P&NP or certified by the same. Facility agrees to provide an appropriate, reliable network environment for the software that conforms to the specifications in

vendor's technical specifications manual. Linux and Novell are not supported at this time.

5. Checking database integrity over the modem/internet and fixing damaged files when possible. Client agrees that an useable and functioning daily back-up system with open file management will be in place. The access must meet vendor's minimum speed specification for the task at hand.
6. All problems shall be addressed to the "President, P&NP Computer Services, Inc." and should be in writing.
7. The vendor warrants that any and all data submitted by the client to the vendor for any purpose, including testing, accuracy analysis, etc. will be held in the strictest confidence. All due diligence will be maintained in the handling of these data in conformance with all federal and state privacy legislation current in effect.

Payment of the fee will **not** provide for:

1. Ground or air mailing of updates or any other materials other than by First Class U.S. Postal delivery. Updates can be sent e-mail if size limitations are met. These will vary by client. Large attachments are prone to error. FTP transfer is possible if client will support it.
2. The development and implementation of software requested to meet unique needs, or specific facility needs including such items as program and report changes, additions, emendations. This also includes the support of these programs.
3. Training programs or other consultations. Cross training and new staff training are the responsibilities of the facility.
4. The addition of un-purchased modules to the system.
5. Support for non-standard printers. Full support is provided for HP and IBM standard printers. Please do not print checks with ink jet printers with water soluble ink. Consult the Technical Specification manual for further information.
6. Printing of software manuals. All manuals are provided as Portable Document Files. These are updated with each major software update. If desired, individual manuals can be e-mailed to clients with valid maintenance contracts.
7. Remedial network consultations and corrections of third party network setup errors.
8. The use of third party software in conjunction with vendor's software such as menuing systems and other memory/CPU intensive third party software. The vendor reserves the right to modify programs and databases regardless of the effect this may have on third party software.
9. The correction of data entry errors, made by the client or the misinterpretation of reports by the client.
10. The correction of corrupted files on the client's computer system. The vendor will assist the client in restoring the most recent backup when possible.
11. Custom or client produced changes are not covered. Inbox/Outbox applications are not included. Client produced enhancements are the property and responsibility of the client. It is the responsibility of the client to inform the vendor of any general or specific software that reads from or depends upon the vendor's data files.

12. P&NP will maintain the appropriate insurance policies at a level acceptable to government entities. P&NP will send an only a generalized ACORD form as proof of insurance. Any facility desiring to be named an additional insured on the vendor's general liability policy is required to pay the additional annual fee for such service provision as set by P&NP's insurance carrier. The P&NP does not in the normal course of events provide any information on other insurance policies such as disability, workman's comp, etc.
13. All legal costs for Privacy Compliance Document Preparation and Review of documents from the client will be passed onto the client. This statement should not be construed to limited in any way those terms set forth in the HIPAA business agreement that the facility executes with P&NP on a regular basis.
14. Virus cleanup and damage diagnosis.

Either party may terminate this agreement at any time with thirty (30) days written notice to the other party. If the vendor terminates the agreement, a prorated refund will be made to the client. If the client terminates this agreement, the client shall not be entitled to a refund. The client may choose to omit non-package modules from the maintenance contract at their discretion, but the vendor needs to be informed in writing before the start of this contract so that an adjusted contract can be sent.

**This agreement shall take effect upon receipt of the annual maintenance fee payment.**

The following software is covered by this agreement:

RMS/FMS Package	\$26,500.00
Claim Scrubber/997 Reader Add-on	1,000.00
Resident Observations	7,500.00
Clinician Notes	1,400.00
Accident/Incident Reporting	1,400.00
Infection Tracking	<u>1,400.00</u>
Total software value	\$39,200.00
Cost for Maintenance Contract	<u>        x 15 00%</u>
Total Amount due for Annual Maintenance Contract	\$5,880.00
 Cost of converting to just 6 month active license	 \$3,225.00

*Curt J. Hamlin*  
 Representative of P&NP Computer Services, Inc.

\_\_\_\_\_  
 Administrator of Client Facility

**RESOLUTION REQUEST FORM NO. 3*****Request for New Contract*****DEPARTMENT NAME: Office of County Administrator****DATE: 3/31/2016**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **Natural Gas Supplier Agreement**
- (c) Name of Contractor: **Direct Energy Business**
- (d) Address of Contractor: **One Hess Plaza, Woodbridge, New Jersey 07095**
- (e) Contractor's Contact Person and Telephone Number: **Todd J. Loucks 607-433-2313**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **January 1, 2017**
- (h) Termination Date of Contract: **December 31, 2018**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. **monthly**, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount:  
**OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **Various departmental budgets.****
- Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



**Direct Energy Business Marketing, LLC**  
d/b/a Direct Energy Business

194 Wood Avenue South, Second Floor, Iselin, NJ 08830  
Phone: 1-800-437-7872  
business.directenergy.com

Proposal Id 40162344

Marketer Name	Loucks, Todd	Date	3/29/2016	Time	1:50:26PM
<b>CUSTOMER INFORMATION</b>					
Customer Name	County of Warren	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal		
Contact Name	JoAnn McKinstry	Billing Contact			
Address	1340 State Route 9N LAKE GEORGE, NY 12845		Billing Address		
Telephone	518-761-7655	Fax	518-761-6595	Telephone	Fax
<b>NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES</b>					
<p>This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated March 29, 2016 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.</p>					
<b>Service Locations</b> (Additional pages may be attached if necessary)	<b>Service Address</b>	<b>Utility Account No</b>		<b>Rate</b>	
	Lake George Rd.	39688-27100		SC-1	
	2999 Lower Warren Street	73876-20105		SC-1	
	Gurney Lane	98988-97105		SC-1	
	1400 State Route 9	68284-47003		SC-1	
	1340 State Route 9	37922-22017		SC-2	
<b>Delivery Period</b>	Begin: 01/01/2017		End: 12/31/2018		
	<p>The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.</p>				
<b>Delivery Point</b>	Niagara Mohawk/NIMO CNE07 MO DTI				
<b>Contract Quantity (Dth)</b>	<p>Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.</p> <p align="center">_____ Daily      <input checked="" type="checkbox"/> Monthly</p>				

	<table> <tr> <td>January</td> <td>2,721</td> <td>July</td> <td>526</td> </tr> <tr> <td>February</td> <td>2,347</td> <td>August</td> <td>526</td> </tr> <tr> <td>March</td> <td>2,131</td> <td>September</td> <td>598</td> </tr> <tr> <td>April</td> <td>1,269</td> <td>October</td> <td>1,175</td> </tr> <tr> <td>May</td> <td>728</td> <td>November</td> <td>1,759</td> </tr> <tr> <td>June</td> <td>532</td> <td>December</td> <td>2,410</td> </tr> </table>	January	2,721	July	526	February	2,347	August	526	March	2,131	September	598	April	1,269	October	1,175	May	728	November	1,759	June	532	December	2,410
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<b>Tax Exemption</b>	[ <input type="checkbox"/> Non-exempt      [ <input type="checkbox"/> Exempt If exempt, must attach certificate.																								
<b>Purchase Price</b>	See special provisions below.																								
<b>Special Provisions</b>	<p>Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.</p> <p>Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.</p> <p>Full Plant Requirement – No GSA</p> <p>For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education &amp; Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <a href="http://www.dps.state.ny.us">http://www.dps.state.ny.us</a>.</p> <p>Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.</p> <p>Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.</p> <p>Customer Disclosures:</p> <p>A. Length of the agreement and end date: The Agreement may terminate upon notice (i) as a result of an Event of Default (except in the case of a Bankruptcy in which case no notice shall be required); or (ii) as further provided in the Agreement, subject to any notice provisions stated therein and provided the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; or (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement.</p> <p>B. Process Buyer may use to rescind the Agreement without penalty: There are no contractual rights to rescind the Agreement, including this Transaction without penalty or without calculation of a Close Out</p>																								

Value and/or Net Settlement Amount.\*

C. Net Settlement Amount and method of Calculation: In "Section 12. Remedies" of the CMA the non-defaulting Party has the right to terminate and liquidate all Transactions under the Agreement, calculate a settlement amount by calculating the Close Out Value for each Transaction and aggregate all amounts owing between the parties under the Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.\*\*

D. Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the CMA sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

\*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

\*\*According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.700/Dth, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as JoAnn McKinstry [mckinstryj@warrencountyny.gov]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Price Protection: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.700/Dth, plus the Commodity charge for that month. Buyer acknowledges that the Basis charge includes costs associated with setting the Commodity charge. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the lesser of (1) \$\$3.500 or (2) the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

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Buyer's "Responsible Trigger Contact(s)" have been identified as JoAnn McKinstry [mckinstry@warrencountyny.gov]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964 .

BUYER: County of Warren

SELLER: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (Collectively "Seller"), each a Delaware limited liability company, and County of Warren ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of 03/29/2016 .

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities") by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. **Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified at the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. **Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. **Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

#### 8. Buyer's Usage Obligations

A. **Material Usage Deviation:** If there is a Material Usage Deviation, Buyer will be

responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. **Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. **Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. **Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. **Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. **Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting

Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens,

encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent, which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: County of Warren

SELLER: Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WARREN COUNTY**  
**Journal Report - February 2016**

G/L Date	G/L Account Numt.	Account Description	Description	Increase Amount	Decrease Amount
<b>Admn. Fiscal Srv - Administrative Fiscal Services</b>					
2/8/2016	A.4530 469	Other Payments/Contributions	out of code transfer from A.4530 850	10,000.00	
2/8/2016	A.4530 850	Unemployment Insurance	out of code transfer to A4530 469		10,000.00
<b>Admn. Fiscal Srv - Administrative Fiscal Services</b>					
2/11/2016	A.4530 418	Ins-General Liability	out of code transfer A.4530 850	5,700.00	
2/11/2016	A.4530 850	Unemployment Insurance	out of code transfer to A.4530 418		5,700.00
<b>Admn. Fiscal Srv - Administrative Fiscal Services</b>					
2/17/2016	A.4530 424	Postage	out of code transfer from A.4530 850	80	
2/17/2016	A.4530 850	Unemployment Insurance	out of code transfer to A.4530 424		80
<b>DPW_DPW Admin - DPW,DPW Administration</b>					
2/12/2016	A.5610 455	Safety Equipment	Transfer Within Budget Code from A.5610 470	5,200.00	
2/12/2016	A.5610 470	Contract	Transfer Within Budget Code to A.5610 455		5,200.00
<b>DPW_DPW Admin - DPW,DPW Administration</b>					
2/13/2016	A.5610 418	Ins-General Liability	Transfer Within Budget Code to A.5610 422	2,500.00	
2/13/2016	A.5610 422	Repair/Maint-Equipment	Transfer Within Budget Code from A.5610 418	2,500.00	
2/13/2016	A.7110 220	Office Equipment	Transfer Within Budget Code from A.7110 260	37	
2/13/2016	A.7110 260	Other Equipment	Transfer Within Budget Code to A.7110 220		37
<b>Legal Def-Indgnt - Legal Defense - Indigents</b>					
2/4/2016	A.1170 220	Office Equipment	Out of Code Transfer A. 1170 439	36.74	
2/4/2016	A.1170 439	Misc Fees & Expenses	Out of Code Transfer A. 1170 220		36.74

OFA - Office for the Aging

**WARREN COUNTY**  
**Journal Report - February 2016**

2/9/2016	A.6778 436	Advertising Fees	within object code transfer from A6778470	330
2/9/2016	A.6778 470	Contract	within object code transfer to A6778436	330
OFA - Office for the Aging				
2/26/2016	A.6785 427	Memberships & Dues	within object code transfer from A6785470	10
2/26/2016	A.6785 444	Travel/Education/Conference	within object code transfer from A6785470	50
2/26/2016	A.6785 470	Contract	within object code transfer to A6785427 & A6785444	60
Public Defender - Public Defender				
2/1/2016	A.1171 439	Misc Fees & Expenses	Budget Transfer Out of Object Code to A.1171 840	750
2/1/2016	A.1171 840	Workmen's Compensation	Budget Transfer Out of Object Code	750
Social Services - Social Services				
2/10/2016	A.6030 426	Subscriptions	Budget Transfer to A. 6030 426 from A. 6030 432	6
2/10/2016	A.6030 432	Special Project Supply	Budget Transfer from A. 6030 432 to A. 6030 426	6
Tourism - Tourism				
2/3/2016	A.6417 470	Contract	Transfer to A.6417 481	7,560.00
2/3/2016	A.6417 481	Tourism Promotion	Transfer from A.6417 470	7,560.00
Tourism - Tourism				
2/24/2016	A.6417 470	Contract	Transfer to A.6417 481	7,000.00
2/24/2016	A.6417 481	Tourism Promotion	Transfer from A.6417 470	7,000.00

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: District Attorney Payroll Dept. No.: 5.0  
 Title of Position: 6th Assistant District Atty Base Salary of Position: \$53,833.00 Grade:  
 Filling at Step # (If Known): N/A Request to Back Due to Promotion:  Yes  No  
 Budget code and title: A.1165.110 District Attorney Salary Code Union  Non-Union   
 This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other  
 Employee No: 12145 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No  
 Source of reimbursement:  Federal %  State %  Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other *Exempt Pen*  
 Actual Impact to Budget Report will be provided monthly by Human Resources Director.  
 Candidate's qualifications must be approved by Personnel Officer prior to hiring.  
 Human Resources Director has approved this form when initialed. *12-3-21-110*

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.  
 The Administrator objects to the filling of the vacancy.

Administrator Signature *[Signature]* Date 3/22/16

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.  
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature *Frank E. Thomas* Date 3/23/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee *Criminal Justice + Public Safety*

The committee has no objection to the filling of the vacancy.  
 The committee objects to the filling of the vacancy.  
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.  
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature *Evelyn M Wood* Date 3/23/16

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Office for the Aging

Payroll Dept. No.: 57.01

Title of Position: Meal Site Manager #5 Base Salary of Position: \$18,961 Grade: 2

Filling at Step # (If Known): Request to Back Due to Promotion: [X] Yes [ ] No

Budget code and title: A6773 130 Nutr. Prog WC- PT Union [X] Non-Union [ ]

This position is vacated due to: [ ] Retirement [X] Resignation <sup>A-29-16</sup> [ ] Termination [ ] Promotion [ ] Other

Employee No: 12488 Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [X] Yes [ ] No

Source of reimbursement: [X] Federal 75% [ ] State % [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [X] Non-Competitive [ ] Other PCN

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. [Signature] 3-21-16

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.

[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/22/16

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.

[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E Thomas Date 3/23/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health, Human & Social Services

[X] The committee has no objection to the filling of the vacancy.

[ ] The committee objects to the filling of the vacancy.

[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date March 23, 2016

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 3600
Title of Position: Community Health Nurse Base Salary of Position: 45,661 Grade: 20
Filling at Step # (If Known): Not Known Request to Backfill Due to Promotion: [ ] Yes [X] No
Budget code and title: A4010-110 Full Time Salaries Union [X] Non-Union [ ]
This position is vacated due to: [X] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other
Employee No.: 6743 Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [X] Yes [ ] No
Source of reimbursement: [X] Federal varies% [X] State varies% [X] Other private% Reimburse-
insurance mentaries according to patient case/care

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [X] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other PCW

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. [Signature] 3-9-16

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- [X] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/9/16

BUDGET OFFICER COMPLETES THIS SECTION

- [X] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/11/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health, Human & Social Services

- [X] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date March 23, 2016

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health services Payroll Dept. No: 36.00
Title of Position: Public Health Nurse Base Salary of Position: 46,821. Grade: 21.
Filling at Step # (If Known): Not known Request to Backfill Due to Promotion: [ ] Yes [ ] No
Budget code and title: A 4010.110 Fulltime Salaries Union [x] Non-Union [ ]
This position is vacated due to: [x] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other
Employee No.: 6760 Is this position mandated? [ ] Yes [x] No Is the position reimbursable? [x] Yes [ ] No
Source of reimbursement: [x] Federal varies % [x] State varies % [x] Other private % reimbursement varies according to patient casebo

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [x] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other POW

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. B-9-110 P

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[x] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/9/14

BUDGET OFFICER COMPLETES THIS SECTION

[x] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/11/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health, Human & Social Services

[x] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date March 28, 2016

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Public Works
Title of Position: Senior Engineering Technician
Base Salary of Position: \$35,767
Grade: 12
Request to Backfill Due to Promotion: Yes No
Budget code and title: D.5020 Sr. Engineering Technician
Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No.: 5741
Is this position mandated? Yes No
Is the position reimbursable? Yes No
Source of reimbursement: Federal State Other

3/8/16 JET
Payroll Dept. No: 19.62

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other PCN

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. 10-3-9-16

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/14/16

BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/11/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Works

- The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 3/25/2016

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Communication Officer #19 Base Salary of Position: \$37,393.40 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion: [ ] Yes [X] No

Budget code and title: A.3020 Union [X] Non-Union [ ]

This position is vacated due to: [X] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other

Employee No: 12038 Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [ ] Yes [X] No

Source of reimbursement: [ ] Federal % [ ] State % [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [X] Other Per Sheriff's Office, May be lateral transfer. Human Resources Director has approved this form when initialed. 3-24-16

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy. [ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/24/16

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy. [ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/23/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Criminal Justice & Public Safety

[X] The committee has no objection to the filling of the vacancy. [ ] The committee objects to the filling of the vacancy. [ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy. [ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Evelyn M Wood Date 3/23/16

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Patrol Officer #24 Base Salary of Position: \$39,214.05 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion: [ ] Yes [X] No

Budget code and title: A.3110 Union [X] Non-Union [ ]

This position is vacated due to: [X] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other

Employee No: 6320 Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [ ] Yes [X] No

Source of reimbursement: [ ] Federal % [ ] State % [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [X] Other Lateral Transfer

Maybe

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. 3-24-16

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.

[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/24/16

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.

[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/23/16

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Criminal Justice + Public Safety

[X] The committee has no objection to the filling of the vacancy.

[ ] The committee objects to the filling of the vacancy.

[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Evelyn M Wood Date 3/23/16