

Criminal Justice, Public Safety & Emergency Services Committee  
Office of Emergency Services  
January 23, 2024

COMMITTEE MEMBERS: GERACI, Strainer, Maday, Conover, Gilligan, Driscoll, Etu

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Resolution request to amend the 2024 budget to accommodate the FY20 State Homeland Security Program grant (A.3645.4112) in the amount of \$14,156.39. *Attachment #1*  
Rationale: Resolution is needed to correct the grant award and carry over grant funds from 2023.
  2. Request: Resolution request to amend the 2024 budget to accommodate the FY21 State Homeland Security Program grant (A.3645.4115) in the amount of \$1,593.14. *Attachment #2*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  3. Request: Resolution request to amend the 2024 budget to accommodate the FY22 DHSES Domestic Terrorism Prevention grant (A.3645.4120) in the amount of \$172,413. *Attachment #3*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  4. Request: Resolution request to amend the 2024 budget to accommodate the FY22 State Homeland Security Program grant (A.3645.4118) in the amount of \$4,597. *Attachment #4*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  5. Request: Resolution request to amend the 2024 budget to carry over the American Rescue Plan Act (ARPA) funds awarded to Warren County OES to support the Countywide Marine Rescue Team in the amount of \$80,783.39. *Attachment #5*  
Rationale: Resolution needed to carry over unused ARPA funds from 2023 to 2024.
  6. Request: Resolution request to extend the existing contract with Glens Falls Fire Department for fire investigation services. *Attachment #6*  
Rationale: This is an annual contract that needs to be extended for the provision of fire cause and origin services for the period January 1-December 31, 2024. The hourly rate is \$175/hour with a four (4) hour minimum. Funding is available

in the 2024 OES budget request under G/L code A.3410 470 Fire Prevention & Control – Contract.

7. Request: Request to amend the existing contract with Mountain Medical Services, authorized by Resolution Numbers 110 and 420 of 2019, to increase the fee for HazMat Team physical examinations from \$240 per physical to \$250 per physical. *Attachment #7*

Rationale: The last rate increase was authorized in 2019. This proposed increase would be effective January 1, 2024.

- V. Discussion Items
    1. Fire Investigation Services
    2. Hazard Mitigation Plan Update
  - VI. Referrals/Pending Items
  - VII. Privilege of the floor and public comment
  - VIII. Motion to adjourn
- 

Attachments:

1. Resolution Request Form #7 and supporting documentation
2. Resolution Request Form #7 and supporting documentation
3. Resolution Request Form #7 and supporting documentation
4. Resolution Request Form #7 and supporting documentation
5. Resolution Request Form #7 and supporting documentation
6. Resolution Request Form #4 and supporting documentation
7. Resolution Request Form #4 and supporting documentation

# **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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to correct the grant award and carry over grant funds from 2023.**

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

<b>A.3645.4112 220 – FY20 State Homeland Security Program – Office Equipment</b>	<b>\$4,083.00</b>
<b>A.3645.4112 250 – FY20 State Homeland Security Program – Technical Equipment</b>	<b>\$5,726.00</b>
<b>A.3645.4112 260 – FY20 State Homeland Security Program – Other Equipment</b>	<b>\$4,282.00</b>
<b>A.3645.4112 470 – FY20 State Homeland Security Program – Contract</b>	<b>\$ 65.39</b>

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

<b>A.3645.4112 4380 – FY20 State Homeland Security Program- State Homeland Security Program</b>	<b>\$14,156.39</b>
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Organization Inquiry

Save Search  .Reset  
 Fiscal Year: 2023  
 Organization Set: A.3645.4115 - General, Home  
 Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions:   
 Reclassification Journal Type:   
 A.3645.4112 - General, Homeland Security, FY20 State Homeland Sec Program Fiscal Year: 2023  
 Amended Budget: \$52,995.00  
 Expenses: \$43,120.61  
 Encumbrances: \$0.00  
 Remaining Balance: \$9,874.39  
 % Used: 81%

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
220	Office Equipment	\$0.00	\$4,083.00	\$0.00	\$0.00	\$4,083.00	
250	Technical Equipment	\$0.00	\$14,500.00	\$0.00	\$8,774.00	\$5,726.00	
260	Other Equipment	\$0.00	\$12,187.00	\$0.00	\$12,187.00	\$0.00	
410	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
422	Repair/Maint-Equipment	\$0.00	\$3,720.00	\$0.00	\$3,720.00	\$0.00	
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	Contract	\$0.00	\$18,505.00	\$0.00	\$18,439.61	\$65.39	

Total Budget: 52,995 WCOES  
 19,093 WCSO  
 72,088 > Dif. 14,282.  
 Actual Award: 76,370

A.3110.4112 260 - Other Equipment

Summary Budget Analysis Five Year Trend Budget History Detail 

Annual Totals YTD Reclass Journal Type

Classification **Equipment** Fiscal Year 2020

<b>Amended Budget</b> \$19,093.00	Encumbrances \$0.00	Expenses \$0.00	YTD Balance \$19,093.00	Percent Used 0%
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Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
November	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %
December	\$0.00	\$0.00	\$0.00	\$0.00	\$19,093.00	0 %
Total	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$19,093.00	0 %
Grand Total	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %

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 elnd Sec Program  
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 and Security Program  
 on/Conference

**APPENDIX X  
AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01077

Contract Number: C974200

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and Warren County

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract, and are annotated below. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

Amendment detail C974200:

Amendment Type - Reallocation/Extension/Workplan  
Contract Start Date - 09/01/2020  
Contract End Date - 08/31/2024  
Contract Amount - \$76,370.00

Amendment created on - 10/30/2023  
Prior Contract Terms  
Contract Start Date - 09/01/2020  
Contract End Date - 08/31/2023  
Contract Amount - \$76,370.00

Amended documents attached:

Program Budget  
Program Workplan  
Contract Special Conditions

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

<b>GRANTEE:</b> BY: Kevin Geraghty , Chairman Date: 11/07/2023	<b>NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES</b> BY: Eric Abramson , Director of Grants Program Administration Date: 11/07/2023
<b>ATTORNEY GENERAL'S SIGNATURE</b> _____ Title: _____ Date: _____	<b>COMPTRROLLER'S SIGNATURES</b> _____ Title: _____ Date: _____

# ***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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2023.**

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

**A.3645.4115 470 – FY21 State Homeland Security Program – Contract \$1,593.14**

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

**A.3645.4115 4380 – FY21 State Homeland Security Program-  
State Homeland Security Program \$1,593.14**

Organization Inquiry

Save Search  Save Search  
   
 Fiscal Year: 2023  
 Organization Set: A.3410.4999  
 Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions

Reclassification Journal Type

A.3645.4115 - General, Homeland Security, FY21 State Homeland Sec Program Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used	Percent Used	Area
220	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	93%	+++	
250	Technical Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		+++	
260	Other Equipment	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00		100%	
410	Supplies	\$0.00	\$5,836.52	\$0.00	\$5,836.52	\$0.00		100%	
470	Contract	\$0.00	\$6,318.14	\$4,725.00	\$0.00	\$1,593.14		75%	
			<b>\$22,154.66</b>	<b>\$4,725.00</b>	<b>\$15,836.52</b>	<b>\$1,593.14</b>			

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

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to accommodate grant award.**

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

**A.3645.4120 470 – FY22 DHSES Domestic Terrorism Prevention \$172,413.00**

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

**A.3645.4120 3380 – FY22 DHSES Domestic Terrorism Prevention \$172,413.00  
State Homeland Security Program**

Organization Inquiry



Fiscal Year 2023

Organization Set A.3645.4115 - General, Home

Save Search

Search Reset

Summarization Level None

Account Type Expense

Include Unposted Transactions

Reclassification Journal Type

A.3645.4120 - General, Homeland Security, FY22 DHSES Domestic Terror Prev Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
470	Contract	\$0.00	\$172,413.00	\$0.00	\$0.00	\$172,413.00	0%
No results							
4101 - FY16 Haz Mat Emerg Prepared							
4102 - FY17 State Homeland Sec Prog							
4103 - FY17 LEMPG							
4104 - FY17 Haz Mat Emerg Prepared							
4105 - FY18 State Homeland Security							
4106 - FY18 LEMPG							
4107 - FY18 Haz Mat Emerg Prepared							
4108 - FY19 State Homeland Sec Prog							
4109 - FY19 LEMPG							
4110 - FY19 Haz Mat Emerg Prepared							
4111 - FY20 EMPG-S (COVID-19)							
4112 - FY20 State Homeland Sec Prog							
No results							
4113 - FY20 LEMPG							
4114 - FY20 Haz Mat Emerg Prepared							
4115 - FY21 State Homeland Sec Prog							
4116 - FY21 LEMPG							
4117 - FY21 Haz Mat Emerg Prepared							
4118 - FY22 State Homeland Sec Pro							
4119 - FY22 LEMPG							
4120 - FY22 DHSES Domestic Terror							
No results							
4121 - FY22 Haz Mat Emerg Prepared							
4122 - FY23 State Homeland Sec Pro							
4123 - FY23 LEMPG							
4124 - FY21 Hazmat Grant Program							
4125 - FY22 Hazmat Grant Program							
4126 - FY23 Haz Mat Emerg Prepared							
4022 - Emergency Medical Service							
H254 - Fire Training Center Project							
H413 - Hazard Mitigation Grant Program							

# ***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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to accommodate grant award.**

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

<b>A.3645.4118 260 – FY22 State Homeland Security Program – Other Equipment</b>	<b>\$3,500.00</b>
<b>A.3645.4118 470 – FY22 State Homeland Security Program – Contract</b>	<b>\$1,097.00</b>

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

<b>A.3645.4118 4380 – FY22 State Homeland Security Program- State Homeland Security Program</b>	<b>\$4,597.00</b>
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Organization Inquiry



Fiscal Year 2023

Organization Set A.3645.4115 - General, Hom

Save Search

Search .Reset

Summarization Level None

Account Type Expense

Include Unposted Transactions

Reclassification Journal Type

A.3645.4118 - General, Homeland Security, FY22 State Homeland Sec Program Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
260	Other Equipment	\$61,985.00	\$67,188.00	\$0.00	\$63,688.00	\$4,597.00	93%
410	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	Contract	\$6,300.00	\$1,097.00	\$0.00	\$0.00	\$1,097.00	
4101 - FY16 Haz Mat Emerg Prepared							
4102 - FY17 State Homeland Sec Prog							
4103 - FY17 LEMPG							
4104 - FY17 Haz Mat Emerg Prepared							
4105 - FY18 State Homeland Security							
4106 - FY18 LEMPG							
4107 - FY18 Haz Mat Emerg Prepared							
4108 - FY19 State Homeland Sec Prog							
4109 - FY19 LEMPG							
4110 - FY19 Haz Mat Emerg Prepared							
4111 - FY20 EMPG-S (COVID-19)							
4112 - FY20 State Homeland Sec Prog							
No results							
4113 - FY20 LEMPG							
4114 - FY20 Haz Mat Emerg Prepared							
4115 - FY21 State Homeland Sec Prog							
4116 - FY21 LEMPG							
4117 - FY21 Haz Mat Emerg Prepared							
4118 - FY22 State Homeland Sec Prog							
No results							
4119 - FY22 LEMPG							
4120 - FY22 DHSES Domestic Terror							
No results							
4121 - FY22 Haz Mat Emerg Prepared							
4122 - FY23 State Homeland Sec Pro							
No results							
4123 - FY23 LEMPG							
4124 - FY21 Hazmat Grant Program							
4125 - FY22 Hazmat Grant Program							
4126 - FY23 Haz Mat Emerg Prepared							
4022 - Emergency Medical Service							

# **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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over unused American Rescue Plan Act (ARPA) award from 2023 to 2024.**

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

<b>A.3410.4999 260 – Fire Prevention &amp; Control, ARPA – Other Equipment</b>	<b>\$71,583.39</b>
<b>A.3410.4999 444 – Fire Prevention &amp; Control, ARPA – Travel/Edu/Conference</b>	<b>\$ 9,200.00</b>

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

<b>A.3410.4999 4090 – Fire Prevention &amp; Control, ARPA Coronavirus Local Fiscal Recovery Fund</b>	<b>\$80, 783.39</b>
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Organization Inquiry

Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions:

Reclassification Journal Type

Fiscal Year: 2023  
 Organization Set: A.3410.4999 - General, FI

A.3410.4999 - General, Fire Prevention & Control, American Rescue Plan Act (ARPA) Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
210	Furniture/Furnishings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
220	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
250	Technical Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	Other Equipment	\$0.00	\$141,543.70	\$48,529.91	\$21,956.63	\$71,057.16	47%
444	Travel/Education/Conference	\$0.00	\$11,000.00	\$0.00	\$1,800.00	\$9,200.00	
<b>Totals</b>			<b>\$152,543.70</b>	<b>\$48,529.91</b>	<b>\$23,756.63</b>	<b>\$80,257.16</b>	<b>47%</b>

*Remaining Balance 80,257.16*  
*Encumbrance Adjust. 526.23*  
*Total carry over 80,783.39*

General

General

Department Office of Emergency Services  
 Vendor 22673 - ADORAMA INC  
 Status Open (in change process)  
 Contact Name ADORAMA INC  
 Purchasing Address 42 WEST 18TH ST  
 City NEW YORK  
 State NY  
 Zip Code 10011  
 Email Address  
 Description Dive Equipment  
 Message WC 60-23

Miscellaneous

Change Counter No.  
 Form Type REG  
 Bill To Location Warren County Municipal Center  
 Assigned to Buyer  
 Resolution Number  
 Created by User Jennifer Ramsey  
 Created Date 10/13/2023  
 Last Changed User Ellen Rose  
 Last Changed Date 10/16/2023

Totals

Total Cost \$7,332.66  
 Amount Voided \$0.00  
 Amount Expensed \$7,186.98  
 Amount Encumbered \$669.91  
 Amount Discounted \$0.00  
 Amount Remaining \$143.68

Dates

G/L Date 10/13/2023  
 Deliver by Date  
 Printed Date 10/16/2023  
 Expiration Date  
 Completed/Void Date

Detail

Transactions

History

Approvals

Receipt of Goods

AP Invoices - Summary

AP Invoices - Detail

Substitute Vendors

<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+

\$526.23 to be liquidated @ 12/31/23

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: January 23, 2024**

- (a) Purpose of Contract Change:  
**Contract extension**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:  
**408 of 2006, 653 of 2010 & 93 of 2017**
- (c) Name of Contractor:  
**Glens Falls Fire Department**
- (d) Address of Contractor: **134 Ridge Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:  
**Deputy Chief Issachar Modert 518-761-3822**
- (f) Commencement Date of Extension: **January 1, 2024**
- (g) Termination Date of Extension: **December 31, 2024**
- (h) Payment Provisions: i) lump sum amount  
ii) hourly rate amount **\$175/hour - 4 hour minimum**  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**Upon completion and receipt of investigation report**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**  
**A.3410 470 - Fire Prevention & Control, Contract**

**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

RENEWAL AGREEMENT BETWEEN  
THE COUNTY OF WARREN  
AND  
THE CITY OF GLENS FALLS

This is an agreement between the COUNTY OF WARREN, a municipal corporation with offices at Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845-3484 (hereinafter referred to as the “County”) and the CITY OF GLENS FALLS, a municipal corporation with offices at City Hall, 42 Ridge Street, Glens Falls, New York 12801 (hereinafter referred to as the “City”) regarding the provision of Fire Cause and Origin Investigation Services within the County of Warren.

WHEREAS, on August 9, 2006, the County and the City entered into an agreement for the provision of Fire Cause and Origin Investigation Services (hereinafter referred to as a “COIS team”) by the City, and

WHEREAS, said agreement was amended on June 25, 2008 and extended in subsequent years through December 31, 2016, and

WHEREAS, the agreement was amended on March 24, 2017 to increase the fees for the fire cause and origin investigation services effective on January 1, 2017 to accommodate an increase in expenses, which was extended on March 14, 2018, January 30, 2019, November 20, 2019, November 23, 2020 and June 6, 2022.

WHEREAS, the County is desirous of continuing said agreement with the City,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon execution of this agreement, the City will shall make best efforts to provide a COIS team from its Fire Department to respond immediately to any request for assistance from the Warren County Office of Emergency Services. The COIS team shall consist of two individuals, one of whom must hold valid fire investigator certification recognized by the New York State Office of Fire Prevention and Control.
2. The County recognizes that due to the stringent re-certification requirements the City maintains a limited number of certified investigators. Therefore, the City shall not be in violation of this Agreement if, at the time of a request for assistance, its Fire Department is unable to staff the request in a timely manner or is engaged in other service activity, and is unable to provide a COIS team as defined in Subdivision 1 above to respond to any individual request by the Warren County Department of Emergency Services.
3. Any and all requests for assistance of the COIS team are to be made at the sole option of the Warren County Office of Emergency Services.
4. The County of Warren shall reimburse the City for the cost of the two-investigator COIS team at a four (4) hour minimum rate of One Hundred Seventy-Five Dollars (\$175) per hour for investigative services, and Sixty-Eight Dollars (\$68) per hour, per person for report writing and Court appearances. The time for which the City will be reimbursed shall commence with the Glens Falls Fire Department’s acknowledgment

of the County of Warren's request for assistance by the COIS team. In all matters in which the County of Warren requests assistance by the COIS team, there shall be a minimum reimbursement of Seven Hundred Dollars (\$700) for investigative services for a four hour minimum for the cause and origin investigation team. For the purpose of reimbursement, time shall be recorded in increments of one (1) hour. Included in this reimbursement rate are any expenses incurred such as transportation, equipment, training cost and all other costs associated with the program. The City Fire Department will maintain all records and will forward copies to all parties associated with each incident.

5. This Agreement shall commence on January 1, 2023 and terminate December 31, 2023. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights or a waiver of any subsequent breach.
6. Either party may terminate this Agreement upon thirty (30) days written notice. The County shall pay the City on a pro-rated basis for the services actually performed through the date of termination. Once this amount has been paid, neither party shall have any further obligations to the other.
7. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above, with a copy (which shall not constitute notice) to:  
  
Office of the County Attorney  
1340 State Route 9  
Lake George, New York 12845
8. Any dispute under this Agreement or related to the Agreement shall be decided in accordance with the laws of the State of New York, and brought exclusively before the United States District Court, for the Northern District of New York, or the appropriate State Court located in Warren County.
9. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of this Agreement and, if applicable, this Agreement shall automatically terminate upon the termination of State or Federal funding available for the services to be performed pursuant to this Agreement.
10. This Agreement may not be assigned, in whole or in part, by either party without prior approval by the other party in writing and signed by a duly authorized representative. Consent shall not limit the right of either party to enforce this provision on assignees.
11. The City of Glens Falls shall maintain comprehensive general liability insurance covering the operations of the City Fire Department for bodily injury limits of not

less than One Million Dollars (\$1,000,000), property damage liability of not less than One Million Dollars (\$1,000,000), and auto liability insurance including hired and non-owned vehicles of not less than One Million Dollars (\$1,000,000). The City will name Warren County as an additional insured to the foregoing insurance. The City shall also maintain Workers' Compensation insurance for the benefit of any employees engaged under this agreement, and shall deliver a certificate of insurance evidencing such coverages to the County Attorney's Office.

12. To the fullest extent permitted by law, the City shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the City's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the City's work or from any of the acts or omissions on the part of the City, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The City shall upon the County's demand, promptly and diligently defend at The City's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and The City shall pay and satisfy any judgment decree loss or settlement in connection therewith. The City shall and shall cause The City's officer, employees and agents to cooperate with the County in connection with the investigation defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

13. Any type of discrimination and harassment is against Warren County policy and is unlawful. The City acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment. This Agreement incorporates the entire policy as a material term of this Agreement. The City shall follow the policy in its entirety. If a complaint does arise, the City is to notify Warren County promptly. To the fullest extent permitted by law, the City shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from the City and/or agent's breach of this policy.
14. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with

such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15. This document is the entire agreement of the parties, and may not be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

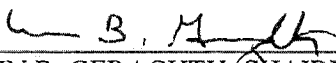
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to form:

  
Assistant Warren County Attorney

Date: December 29, 2022

COUNTY OF WARREN

By:   
KEVIN B. GERAGHTY, CHAIRMAN  
Warren County Board of Supervisors

Date: 12/30/22

CITY OF GREENS FALLS

By:   
S. WILLIAM COLLINS, MAYOR

Date: 1/3/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham NY 12110		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518-869-3535      FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:	
License#: BR-724491 GLENFAL-12		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> City of Glens Falls City Hall 42 Ridge Street Glens Falls NY 12801		INSURER A : New York Municipal Insurance Reciprocal (NYMIR) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

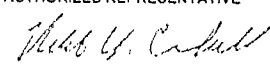
**COVERAGES**      **CERTIFICATE NUMBER: 685264314**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPLCGFL002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MCACGFL002	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MECCGFL002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented			MPLCGFL002	1/1/2022	1/1/2023	289,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured by contract, agreement or permit MPL 216 0306/ Primary Non Contributory CG 0055 0397  
 Waiver of Subrogation CG 2621 1091.  
 Warren County, its Board, officers and employees are named as additional insured on a primary, non-contributory basis with regards to General Liability as per written contract or agreement.  
 RE: Capital improvements, operation, maintenance for various recreational facilities

**CERTIFICATE HOLDER**      **CANCELLATION**

Warren County 1340 State Route 9 Lake George NY 12845 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)  
1/27/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED(S) City of Glens Falls	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION

CERTIFICATE NUMBER: 685264314

REVISION NUMBER:

**A. Insurer**

- Admitted / authorized
- Excess line or free trade zone

**B. General Liability (GL) policy form**

- ISO / ISO modified
- Other

**C. Specific operations excluded or restricted (GL policy)**

- Location: \_\_\_\_\_
- Type of construction: \_\_\_\_\_
- Building height: \_\_\_\_\_
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

**D. Additional insured endorsement (GL policy)**

- CG 20 10     CG 20 26     CG 20 32     CG 20 33     CG 20 37     CG 20 38
- Other:    #: \_\_\_\_\_    Title: \_\_\_\_\_

**E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage**

- Yes     No and     no other option is available with this insurer

**F. Additional insured will receive advance notice if insurer cancels (GL policy)**

- Yes     No and     no other option is available with this insurer

**G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted**

- Yes and     no other option is available with this insurer     No changes made

**H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)**

- Yes and     no other option is available with this insurer     No changes made

**I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)**

- Yes and     no other option is available with this insurer     No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and  no other option is available with this insurer  No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and  no other option is available with this insurer  No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and  no other option is available with this insurer  No changes made

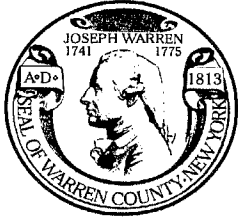
M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision  Yes, by endorsement  No and  no other option is available with this insurer

*Michael G. Corbett*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

1/27/2022  
\_\_\_\_\_  
DATE (MM/DD/YYYY)



**WARREN COUNTY SELF-INSURANCE DEPARTMENT**  
1340 State Route 9 \* Lake George NY 12845 \* Phone 518-761-6528 \* Fax 518-761-6249  
email: warrencountyinsurance@warrencountyny.gov

---

TO: Warren County Attorney  
FROM: Amy Clute  
DATE: December 16, 2022

Please be advised that the participants in the Self-Insurance program for 2023 are:

The Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake George, Lake Luzerne, Stony Creek, Thurman, and Warrensburg, the Village of Lake George, City of Glens Falls, Crandall Public Library, SUNY Adirondack and the County of Warren.

Coverage provided is statutory NYS Workers' Compensation benefits. If you have any further questions, please feel free to contact our office.

Thank you.

# Warren County Board of Supervisors

## RESOLUTION NO. 699 OF 2022

**RESOLUTION INTRODUCED BY SUPERVISORS GERACI, BRAYMER, SEEGER, DICKINSON, DRISCOLL, MCDEVITT AND DIAMOND**

**AUTHORIZING AN EXTENSION AGREEMENT WITH THE CITY OF GLENS FALLS WITH RESPECT TO FIRE CAUSE AND ORIGIN INVESTIGATION SERVICES FOR THE OFFICE OF EMERGENCY SERVICES**

WHEREAS, pursuant to Resolution No. 549 of 2021 the agreement with the City of Glens Falls for fire cause and origin investigation services, with a four (4) hour minimum charge at the hourly rate of One Hundred Seventy-Five Dollars (\$175), was renewed for an additional term commencing January 1, 2022 and terminating December 31, 2022, and

WHEREAS, the Criminal Justice & Public Safety Committee has approved a request to continue the agreement with the City of Glens Falls, upon the same terms and conditions as outlined in the previous agreement, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an extension of the intermunicipal agreement with the City of Glens Falls, 42 Ridge Street, Glens Falls, New York 12801, with a four (4) hour minimum charge at the hourly rate of One Hundred Seventy-Five Dollars (\$175), for the provision of fire cause and origin investigation services to be performed by the City of Glens Falls Fire Department, over a term commencing on January 1, 2023 and terminating on December 31, 2023, and be it further

RESOLVED, that the funds for this agreement will be expended from Budget Code A.3410 470, Fire Prevention & Control, Contract.

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: January 23, 2024**

- (a) Purpose of Contract Change:  
**Amend existing contract to increase fees for Hazmat Team physical examinations to \$250 per physical from the current amount of \$240 per physical.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:  
**110 and 420 of 2019**
- (c) Name of Contractor:  
**Mountain Medical Services**
- (d) Address of Contractor: **PO Box 13395, Belfast, ME 04915**
- (e) Contractor's Contact Person and Telephone Number:  
**Michael Pond 518-523-7575 or Merrie Lynn Towle 518-744-6560**
- (f) Commencement Date of Extension:
- (g) Termination Date of Extension:
- (h) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$250 per physical**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**Upon completion of services**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:  
**A.3410 435 Fire Prevention & Control - Medical Fees**

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

THIS AMENDMENT AGREEMENT (hereinafter referred to as the "Agreement"), made by and between the COUNTY OF WARREN, on behalf of Office of Emergency Services, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845, (the "County"), and

MOUNTAIN MEDICAL SERVICES, PLLC, having a mailing address of PO Box 13395, Belfast, Maine 04915, (the "Contractor"),

WITNESSETH, the parties hereto mutually agree as follows:

1. Contractor, through its physicians or physicians assistants, will provide Office of Emergency Services Hazardous Materials Team physical examinations as requested by the County. The purpose of this exam is to qualify the Hazardous Materials Team members for duty for Warren County.

2. The medical examination performed by Contractor will include examination of vital signs systems, ears, eyes, nose, mouth and throat; cardiovascular system, respiratory system; gastrointestinal system; genitourinary system; endocrine and metabolic system; musculoskeletal system; audiometric screening, visual acuity and peripheral vision testing; pulmonary function test; complete blood count, chemistry, urinalysis; tetanus shot and diphtheria shot; electrocardiogram in accordance with OSHA 1910.120, 1910.134, 1910.156, NFPA 1500, 1582, 1001.

3. The Contractor shall provide the County with a written opinion relating to the results of each medical exam performed under the terms of this agreement, in accordance with OSHA regulations.

4. **The County shall pay to Contractor fees of: Two Hundred Forty Dollars (\$240) per medical examination performed under this agreement. Contractor shall not perform any additional services under this agreement without the prior authorization of the County.**

5. The term of this agreement shall commence January 1, 2019 and terminate upon sixty (60) days written notice.

6. Contractor shall maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) covering all acts performed by Contractor pursuant to this Agreement and upon request shall deliver a Certificate of Insurance evidencing such coverage to the Warren County Attorney's office.

7. The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including without limitation, reasonable attorney's fees and disbursements) and damages, arising out of or in connection with any acts or omissions of the Contractor.

8. This Agreement constitutes the full understanding of the parties and may not be changed or amended except by further written agreement. This Agreement may be executed by each party signing or executing multiple copies thereof, or separate copies thereof, so long as the same are identical and each party executes at least one (1) copy. All copies of this Agreement executed by the parties shall be considered one and the same Agreement so long as at least one (1) copy of the Agreement is executed by each party.

9. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

10. No assignment of this Agreement may occur without consent of the County and the County shall not be deemed obligated to this Agreement until such time as a resolution has been adopted by the Board of Supervisors and this Agreement has been signed by the Chairman of the Board of Supervisors for the County.

11. Contractor, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that its employees will neither hold themselves out as nor claim to be officers or employees of the County of Warren, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County of Warren, including, but not limited to, Workers' Compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.

12. This Agreement shall be void and of no effect unless throughout the life of the Agreement, the Contractor shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by provisions of the Workers' Compensation Law.

13. It is understood and agreed that this agreement requires Mountain Medical Services, PLLC to comply with all pertinent provisions of federal, state and local statutes rules and regulations relating to services performed under the terms of this agreement.

14. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate state court located within the County of Warren.

15. Both parties agree to abide by the Health Insurance Portability and

Accountability Act (HIPAA) as they are covered entities defined by HIPAA.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

*Scott W. Treadwell*  
Warren County Attorney, *Asst. T. Asst.*

COUNTY OF WARREN

By *[Signature]*  
RONALD F. CONOVER, CHAIRMAN  
Board of Supervisors

Date *10-21-19*

MOUNTAIN MEDICAL SERVICES, PLLC

By *Memekym Tonde Rv*  
Date *12/13/19*



MMEDI-1

OP ID: DR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Insurance Brokers, Inc. 41 Broad Street Plattsburgh, NY 12901-3447 Mark V. Chandler	518-561-1000		CONTACT NAME: Mark V. Chandler
			PHONE (A/C, No, Ext): 518-561-1000 FAX (A/C, No): 518-563-4327
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Selective Insurance Co			
INSURER B: Selective Insurance Co of			19259
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED  
Mountain Medical Services PLLC  
Mountain Medical MGMT LLC  
1927 Saranac Ave Ste 100  
Lake Placid, NY 12946

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> non owned/hired a GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S2262277	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2262277	03/07/2019	03/07/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS 10,000			S2262277	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9034911	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY UNIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Warren County, its Boards, officers & Employees are included as additional insureds on a primary & non-contributory basis in regards to General Liability

## CERTIFICATE HOLDER

## CANCELLATION

Warren County  
1340 State Rte 9  
Lake George, NY 12845

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2019

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<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173	<b>CONTACT NAME:</b> Maureen Markase <b>PHONE (A/C No., Ext):</b> 847-463-7872 <b>FAX (A/C No.):</b> 847-440-9126 <b>E-MAIL ADDRESS:</b> mmarkase@assuranceagency.com																					
<b>INSURED</b> Mountain Medical Services, PLLC 1927 Saranac Ave. Lake Placid NY 12946	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td style="width: 80%;">INSURER A : Urgent Care Assurance Company</td> <td></td> <td style="text-align: center;">12915</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A : Urgent Care Assurance Company		12915	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC#																				
INSURER A : Urgent Care Assurance Company		12915																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES**

CERTIFICATE NUMBER: 1500095197

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Malpractice Liability			UCAC030-19	1/18/2019	1/18/2020	Per Claim: \$1,000,000 Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Retro date for Dr. Pond: 1/18/10

<b>CERTIFICATE HOLDER</b>  Dr. Michael P.M. Pond 1927 Saranac Ave Lake Placid NY 12946	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK  
WORKERS COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and Address of Insured (Use Street Address Only)                  Mountain Medical Services PLLC                  1927 Saranac Ave Ste 100                  Lake Placid, NY 12946                  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured                  518-523-7575                  1c NYS Unemployment Insurance Employer Registration Number of Insured                    1d. Federal Employer Identification Number of Insured or Social Security Number                  51-0486734</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)                    Warren County                    1340 State Rte 9                  Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier                  Selective Insurance Co.                  3b. Policy Number of entity listed in box "1a"                  WC9034911                  3c. Policy effective period                  03/01/19 to 03/01/20                  3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

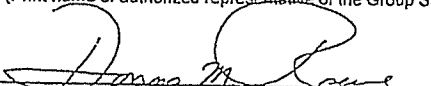
Under the penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:

Donna Rowe

(Print name of authorized representative of the Group Self-Insurer)

Approved by:



(Signature)

5-22-19

(Date)

Title:

Commercial Lines Manager

Telephone number of authorized representative or licensed agent of insurance carrier: 518-561-1000

Please note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (09-07))

[www.wcb.state.ny.us](http://www.wcb.state.ny.us)

Attachment #7



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only) MOUNTAIN MEDICAL SERVICES, PLLC 1927 SARANAC AVENUE LAKE PLACID, NY 12946</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 5185237575</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 51-0486734</p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R71645-000</p> <p>3c. Policy effective period 8/1/2013 to 5/19/2020</p>
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4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 5/21/2019 By *Beth A. Amadio*  
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

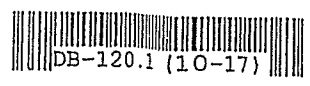
**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



# Warren County Board of Supervisors

## RESOLUTION NO. 420 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, GERAGHTY, SIMPSON, WILD, MAGOWAN, SOKOL, HOGAN, BRAYMER, DRISCOLL, MERLINO AND VACANT

AMENDING RESOLUTION NO. 110 OF 2019, AUTHORIZING AGREEMENT WITH MOUNTAIN MEDICAL SERVICES, PLLC TO PROVIDE SPECIAL PHYSICAL EXAMINATIONS FOR HAZMAT TEAM MEMBERS WORKING WITH THE OFFICE OF EMERGENCY SERVICES, TO INCREASE FEES FOR PHYSICAL EXAMINATIONS

WHEREAS, by Resolution No. 110 of 2019 the Board of Supervisors authorized a new agreement with Mountain Medical Services, PLLC to provide the required hazardous materials team annual medical examinations for an amount not to exceed One Hundred Sixty Dollars (\$160) per team member for a term commencing upon execution and terminating upon sixty (60) days written notice, and

WHEREAS, the Director of the Office of Emergency Services has advised of the need to increase the rates for annual medical examinations, which have not been adjusted since 2010, from One Hundred Sixty Dollars (\$160) per team member to Two Hundred Forty Dollars (\$240) per team member, now, therefore, be it

RESOLVED, that the Board of Supervisors hereby amends Resolution No. 110 of 2019 to increase the rates for required hazardous materials team annual medical examinations from One Hundred Sixty Dollars (\$160) per member to Two Hundred Forty Dollars (\$240) per member, and be it further

RESOLVED, that all other portions of Resolution No. 110 of 2019 shall remain in full force and effect.