

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

MAY 30, 2025

Committee Members: Wild, Driscoll, Etu, Maday, Bean, Patchett, and Merlino- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C(4) of the Rules of the Board

- I. Committee meeting called to order by Chair.
- II. Motion to approve minutes of prior Committee meetings.
- III. Privilege of the Floor/Public Comment
- IV. Action Agenda
 - 1) SUNY Adirondack representatives to provide an update on the College and presentation of 2025-26 Budget Request.
 - 2) Request/Item to be Discussed by the Human Resources Director (Jackie Figueroa, Director):
Review of report on tracking of vacancies filled.
 - 3) Request/Item to be Discussed by the Clerk of the Board (Amanda Allen, Clerk):
Request to authorize Amanda Allen, *Clerk of the Board*, to serve as an Officer on the New York State Association of Clerks of County Legislative Boards (NYSACCLB).
 - 4) Request/Item to be Discussed by the Director of Information Technology (Mike Colvin, Director):
Request to appropriate \$14,000 from Budget Code A.895.00, *Computer Reserve Fund*, to various department budget codes to cover the cost of purchasing computers and related equipment and software.
 - 5) Request/Item to be Discussed by the County Administrator (John Taflan, County Administrator):
Request to authorize a Memorandum of Agreement between Warren County and the Teamsters Local 294 Union for collective bargaining unit employees within the Sheriff's Office for a term commencing retroactive to January 1, 2025 and terminating December 31, 2028.
 - 6) Requests/Items to be Discussed by the County Attorney (Larry Elmen, County Attorney):
Action Agenda/New Business Items:
 - A) Request to adopt the Warren County Employee Timekeeping Approval Management Policy referred from the Warren County Risk & Safety Committee. The policy establishes protocols to ensure compliance with the accurate capture of legal requirements for employee timekeeping. The proposed policy will enhance employee timekeeping accountability across the County and ensure compliance with federal and New York State labor law requirements, as well as satisfy generally accepted accounting and auditing principles.
 - B) Request to adopt the Warren County Unmanned Aircraft System (UAS) Use Policy referred from the Warren County Risk & Safety Committee. The proposed policy will assist all departments pursuing UAS services as part of a contractual relationship to follow governmental regulations and provide contractual liability risk transfer from the County to the vendor.Discussion Items:
 - C) Report of Insurance Reserve Payments as of April 30, 2025: See attached report.
 - D) Litigation update which includes a request for an executive session, per Public Officers Law § 105(1)(d), to engage in discussions of proposed, pending and current litigation and to provide attorney-client communications per Public Officers Law § 108(3), concerning one or more of the matters listed below which shall be identified at the time of the meeting:
Lawsuits Without Insurance Coverage:
 - 1) Michael Easterbrooks v. Schenectady County, et al, Albany County Index No. 907013-2021, filed August 10, 2021. Discovery ongoing. Stay in place following death of Plaintiff-awaiting appointment of Estate administrator. No new activity.
 - 2) Joshua Rouse v. Berkshire Farms Center for Youth, et al, Warren County Index No. EF2021-69346, filed August 10, 2021. Discovery ongoing. Plaintiff's deposition ongoing.
 - 3) Kathleen Innes v. Warren County and Correctional Medical Care, NDNY 1:22-cv-00641-BKS-TWD, filed June 15, 2022. Discovery completed. Summary judgment motions filed by defendants on 4/4/2025. Plaintiff filed opposition papers on May 15, 2025
 - 4) Estate of Ann Alice Hennessey v. County of Warren & Christine Norton, as County Treasurer, NDNY 1:24-cv-314-AMN-CFH, filed March 6, 2024.
 - Alleging violations of federal constitutional rights under 5th Amendment, 8th Amendment, and 14th Amendment, as well as section 1983 claims for deprivation of civil rights, and State law claim for unjust enrichment.
 - March 22, 2024: Insurance Coverage Denied through Travelers-claims made.
 - New York Tax Foreclosure Surplus Litigation: Multi-District Litigation (MDL) No. 3117: Plaintiffs motion to join all 37 counties subject to individual lawsuits. Responses filed 5/7/2024. Decision pending.
 - May 31, 2024: Motion to Dismiss against remaining plaintiff, Estate of Ann Alice Hennessey, filed with Federal District Court.
 - July 19, 2024: Plaintiff filed opposition papers to County's Motion to Dismiss.
 - July 25, 2024: County filed reply brief in response to plaintiff's opposition papers.
 - October 8, 2024: Court conference in Federal District Court regarding pending motions to dismiss. All separately filed lawsuits consolidated into single matter following court conference.

CONTINUED

- No new activity.
- 5) Village of Hudson Falls v. Town of Queensbury, Town of Kingsbury, County of Washington & County of Warren, Index No. 2024-37927, filed December 10, 2024. Action to Quiet Title on Village/Town Boundary Line along Warren Street and Quarry Crossing between Dix Avenue and River Street. Hearing on Motion for Preliminary Injunction held March 20, 2025-no action taken by Court.

Lawsuits Covered by Insurance:

- 1) Patricia Zahaba v. County of Warren and Town of Queensbury, Warren County Index No. EF2022-70243, filed June 13, 2022. Date of Loss alleged: June 11, 2021. Notice of Claim served September 8, 2021. Depositions ongoing.
- 2) John Werner v. Bernice Conlon & Warren County, Warren County Index No. EF2022-70247, filed June 15, 2022. Date of Loss alleged: August 15, 2021. Notice of Claim served November 8, 2021. Depositions ongoing.
- 3) Jasmine Earnest v. Town of Queensbury, County of Warren, Stilsing Electric, Inc. & Joanne Levack, Warren County Index No. EF2022-21111, filed September 29, 2022. Date of Loss alleged: April 12, 2022. Notice of Claim served May 9, 2022. Discover disclosure deadline: 3/28/2025; Court-ordered Mediation Sessions: May 28, 2025 & June 10, 2025; Summary judgment motions filed May 16, 2025; Pretrial conference: 9/4/2025; Trial Date: 10/10/2025 through 10/31/2025.
- 4) Timothy McIntyre & Brenna Michalak v. County of Warren, Warren County Index No. EF2023-72092, filed December 11, 2023. Date of Loss alleged: September 18, 2022. Notice of Claim, served December 19, 2022. Discovery ongoing.
- 5) Tarrah Rockwell v. County of Warren and Bast Hatfield Construction, LLC, Warren County Index No. EF2024-73064, filed September 18, 2024. Date of Loss: September 23, 2023. Claim tendered to Bast Hatfield and tender accepted for defense of claim and indemnification. Matter settled by Bast Hatfield Construction, LLC.
- 6) Nicholas Oudekerk (Pro Se) v. Sergeant Brandon Thomas & Corrections Officer Nicholas Crum, NDNY 9:24-cv-00109-AMN-TWD, filed March 13, 2024.
 - September 13, 2024: Motion to Dismiss filed.
 - October 10, 2024/October 24, 2024/December 4, 2024: Court provides Pro Se Plaintiff additional time and opportunity to file opposition papers to Motion to Dismiss.
 - December 19, 2024: Pro Se Plaintiff files opposition papers.
 - February 11, 2025: Awaiting Decision & Order.
- 7) James Condon v. Warren County Deputy Sheriffs Ortiz & Duggan, NDNY 1:24-cv-1172, filed September 25, 2024. Discovery started. Court Ordered Mediation Sessions: July 30, 2025. Depositions of named County employees completed. Plaintiff's deposition pending.
- 8) Corey M. Russell (Pro Se) v. Bailey, NDNY 9:24-cv-1109, filed November 4, 2024. Date of Loss: June 4, 2024. Order dismissing various claims filed October 23, 2024. County Motion to Dismiss filed April 30, 2025.

Notice of Claims & Administrative Complaints:

- 1) Administrative Complaint: Department of Human Rights for Richie Russo against County of Warren and Warren County DSS, dated May 2, 2024. Date of Loss alleged: November 27, 2023 through March 7, 2024. 2/3/2025: Final Investigation Report and Basis of Determination issued by NYS Division of Human Rights finding probable cause to support allegations of the complaint. Matter to proceed to administrative law judge for hearing.
- 2) Notice of Claim served July 15, 2024. Jennifer Dees & Ethan Smith. Date of Loss alleged: June 2024. Warren County District Attorney's Office regarding assignment as special prosecutor for Saratoga County in the matter of People v. Veronica Smith.
- 3) Notice of Claim filed March 12, 2025. June Maxam. Date of Loss alleged: February 12, 2025. Claimant alleges an "unwarranted invasion of her privacy rights and caused serious and irreparable harm including serious emotional distress by publishing on the internet and sharing her personal and private email address with a third party for marketing purposes without her consent and knowledge and mandating that she use the Civic Plus software program in order to file a FOIL request. 50-h exam scheduled for Friday, April 18, 2025 at 10:00 a.m. Claimant failed to appear. 50-h examination rescheduled for April 29, 2025 at Chester Town Hall. Claimant failed to appear again. Matter administratively closed.
- 4) Notice of Claim filed April 1, 2025. Michael Tyrell, Warren County DPW employee. Date of Loss alleged: various. Claimant alleges claim involving employment practices, to include discrimination and harassment, as well as a hostile work environment. 50-h examination scheduled for May 23, 2025 adjourned and pending new date.

V. Pending Items:

No Items this Month.

VI. Privilege of the Floor/Public Comment

VII. Motion to adjourn

2025 - NOTICE OF INTENT TO FILL TRACKING

ITEM 2

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
10/10/2024	Veteran's Services	Veteran's Benefits Counselor (2690)	Cooke	RS	\$ 48,790.00	\$ 47,404.00	4/7/2025	Harris	\$59,168.00	\$ 11,764.00	\$ 10,378.00
10/10/2024	Real Property	GIS Tax Map Technician (2768)	Tilly	RS	\$ 57,962.00	\$ 57,962.00	4/1/2025	Hill	\$59,701.00	\$ 1,739.00	\$ 1,739.00
11/1/2024	Social Services	Community Services Worker # 4 PT (2830)	N/A	N	N/A	\$ 46,004.00	5/5/2025	Bronley	\$23,692.00	\$ (22,312.00)	\$ -
11/7/2024	DPW	MEO (L) # 17 (1250)	Livingston	PR	\$ 49,545.00	\$ 44,418.00	2/10/2025	Hammond	\$45,751.00	\$ 1,333.00	\$ (3,794.00)
11/8/2024	DPW	MEO (L) # 5 (1264)	Stockman	PR	\$ 43,187.00	\$ 44,418.00	4/7/2025	Mitchell	\$55,066.00	\$ 10,648.00	\$ 11,879.00
11/19/2024	Social Services	Support Investigator # 1 (1740)	Granger	O	\$ 55,855.00	\$ 46,004.00	3/3/2025	Collins	\$47,384.00	\$ 1,380.00	\$ (8,471.00)
12/2/2024	Social Services	Caseworker # 9 (1653)	York	RS	\$ 55,602.00	\$ 55,602.00	1/28/2025	Terry	\$57,270.00	\$ 1,668.00	\$ 1,668.00
12/20/2024	Social Services	Support Investigator # 5 (1739)	Johnson	PR	\$ 47,363.00	\$ 47,384.00	3/3/2025	Havill	\$47,384.00	\$ -	\$ 21.00
12/23/2024	Probation	Probation Officer Trainee # 1 (2384)	N/A	N	N/A	\$ 55,602.00	2/3/2025	McKinney	\$65,766.00	\$ 10,164.00	\$ -
1/6/2025	Social Services	Principal Account Clerk (1688)	Mammone	PR	\$ 61,566.00	\$ 50,497.00	vacant				
1/6/2025	Social Services	Sr. Caseworker # 3 (1681)	Mckinney	O	\$ 69,976.00	\$ 60,920.00	2/3/2025	Norton	\$69,976.00	\$ 9,056.00	\$ -
1/7/2025	Health Services	PHN # 15 (1553)	Murphy	RT	\$ 84,070.00	\$ 67,659.00	vacant				
1/10/2025	Probation	Senior Probation Officer # 4 (2387)	Gheen	RT	\$ 78,496.00	\$ 64,527.00	2/4/2025	Carrow	\$74,137.00	\$ 9,610.00	\$ (4,359.00)
1/24/2025	Public Defender	Coordinating Attorney - PD (2588)	Komon	PR	\$ 113,616.00	\$ 104,408.00	1/27/2025	Nichols	\$104,408.00	\$ -	\$ (9,208.00)
1/27/2025	Social Services	Caseworker # 35 (2408)	Davis	PR	\$ 59,754.00	\$ 57,270.00	2/10/2025	Smith	\$57,270.00	\$ -	\$ (2,484.00)
1/28/2025	Public Defender	5th Assistant Public Defender (1078)	Leahy	RS	\$ 92,613.00	\$ 95,391.00	2/10/2025	Terwilliger	\$95,391.00	\$ -	\$ 2,778.00
2/12/2025	County Clerk	Legal Record Clerk (1123)	Duers	O	\$ 47,130.00	\$ 45,751.00	vacant				
2/12/2025	Social Services	Principal SWE # 3 (2222)	Whitted	O	\$ 68,589.00	\$ 55,800.00	3/4/2025	Rowland	\$67,089.00	\$ 11,289.00	\$ (1,500.00)
2/12/2025	DPW	MEO (L) # 3 (1249)	Monroe	PR	\$ 45,751.00	\$ 45,751.00	2/18/2025	Frasier	\$45,751.00	\$ -	\$ -
2/12/2025	Office for the Aging	Services Assistant OFA # 1 (2653)	McCarthy	RT	\$ 52,486.00	\$ 45,751.00	4/14/2025	Wilkins	\$45,751.00	\$ -	\$ (6,735.00)
2/18/2025	Veteran's Services	Van Driver # 4 Per Diem (2481)	Nolin	RS	18.5091/hr	18.5091/hr	5/5/2025	Wilson	18.5091/hr	\$ -	\$ -
2/21/2025	DPW	MEO (M) # 24 (2209)	Secor	RS	\$ 48,826.00	\$ 48,826.00	3/3/2025	Russell	\$48,826.00	\$ -	\$ -
2/21/2025	DPW	MEO (M) # 26 (2420)	Kennedy	PR	\$ 48,882.00	\$ 48,826.00	3/3/2025	Allison	\$48,826.00	\$ -	\$ (56.00)
2/25/2025	Board of Elections	Deputy Commissioner of Elections # 1 (1138)	Hubbard	PR	\$ 61,008.00	\$ 61,008.00	2/24/2025	Clesceri	\$61,008.00	\$ -	\$ -
2/25/2025	Health Services	Principal Account Clerk (1539)	Cote	RT	\$ 63,066.00	\$ 50,497.00	3/17/2025	Shrestha	\$51,954.00	\$ 1,457.00	\$ (11,112.00)
2/25/2025	County Clerk	MV License Registration Clerk # 10 (1117)	Sacco	RS	\$ 48,065.00	\$ 47,384.00	4/14/2025	Walker	\$47,384.00	\$ -	\$ (681.00)
2/26/2025	DPW	Administrative Assistant # 2 (1152)	Molinari	RT	\$ 59,031.00	\$ 47,384.00	3/18/2025	Mahoney	\$47,384.00	\$ -	\$ (11,647.00)
2/26/2025	DPW	Cleaner # 6 (2143)	Goucher	RS	\$ 39,743.00	\$ 38,499.00	3/4/2025	Duval	\$38,499.00	\$ -	\$ (1,244.00)
2/28/2025	Workforce Development	E&T Coordinator (2614)	Yannaci	RS	\$ 48,065.00	\$ 47,384.00	3/10/2025	Milner	\$47,384.00	\$ -	\$ (681.00)
2/28/2025	Workforce Development	E&T Counselor II # 2 (2697)	Galeno	RS	\$ 55,013.00	\$ 51,890.00	4/28/2025	Lee	\$51,890.00	\$ -	\$ (3,123.00)
3/3/2025	Probation	Probation Officer Trainee # 2 (2400)	Mallory	PR	\$ 43,968.00	\$ 57,270.00	3/24/2025	Cozzens	\$58,844.00	\$ 1,574.00	\$ 14,876.00
3/4/2025	Social Services	Caseworker # 18 (1678)	Hayes	RS	\$ 59,754.00	\$ 57,270.00	4/14/2025	Derway	\$59,754.00	\$ 2,484.00	\$ -
3/4/2025	Social Services	Sr Caseworker # 4 (1657)	Norton	PR	\$ 69,976.00	\$ 60,920.00	2/3/2025	Davis	\$63,535.00	\$ 2,615.00	\$ (6,441.00)
3/5/2025	Social Services	Senior SWE # 8 (1701)	Rowland	PR	\$ 61,856.00	\$ 51,192.00	5/5/2025	Oswald	\$61,856.00	\$ 10,664.00	\$ -
3/5/2025	Social Services	Senior SWE # 6 (1728)	Connell	PR	\$ 58,760.00	\$ 51,192.00	vacant				
3/5/2025	Social Services	Principal SWE # 2 (2599)	Groff	RT	\$ 67,589.00	\$ 55,800.00	vacant				
3/7/2025	Social Services	Caseworker # 39 (2616)	Cozzens	RS	\$ 58,844.00	\$ 57,270.00	4/21/2025	Paravella	\$57,270.00	\$ -	\$ (1,574.00)
3/11/2025	Countryside	Institutional Aide # 8 (1866)	Rosson	RS	\$ 41,036.00	\$ 39,190.00	3/17/2025	Lyng	\$39,190.00	\$ -	\$ (1,846.00)
3/11/2025	Social Services	Social Services Attorney (1684)	Cross	RS	\$ 103,149.00	\$ 94,385.00	4/28/2025	Leahy	\$103,149.00	\$ 8,764.00	\$ -
3/14/2025	Veteran's Services	Office Specialist (2425)	Harris	O	\$ 55,678.00	\$ 45,751.00	vacant				
3/19/2025	Health Services	Senior Account Clerk # 1 (1538)	Shrestha	PR	\$ 47,124.00	\$ 45,751.00	vacant				
3/19/2025	Public Defender	6th Assistant Public Defender (2380)	Nicols	PR	\$ 94,835.00	\$ 94,835.00	3/24/2025	White	\$102,073.00	\$ 7,238.00	\$ 7,238.00
3/25/2025	Board of Elections	Sr. Clerk/Election Mgmt Tech # 1 (2751)	Clesceri	PR	\$ 52,219.00	\$ 52,219.00	5/5/2025	Biddiscombe	\$52,219.00	\$ -	\$ -
3/28/2025	Social Services	Caseworker # 32 (1661)	Derway	O	\$ 59,754.00	\$ 57,270.00	4/14/2025	Stofa	\$57,270.00	\$ -	\$ (2,484.00)
4/2/2025	DPW	Senior Building Maintenance Worker (2772)	Chervinski	RS	\$ 48,826.00	\$ 48,826.00	4/8/2025	Bocchi	\$48,826.00	\$ -	\$ -
4/3/2025	Social Services	Caseworker # 23 (1672)	Campbell	RS	\$ 57,270.00	\$ 57,270.00	5/5/2025	Mackey	\$57,270.00	\$ -	\$ -
4/15/2025	Social Services	Caseworker # 31 (1677)	Hendrie	RS	\$ 57,270.00	\$ 57,270.00	vacant				
4/22/2025	DPW	Building Maintenance Worker # 12 (1191)	Trask	RS	\$ 45,751.00	\$ 45,751.00	4/28/2025	Clark	\$45,751.00	\$ -	\$ -

* (RT= Retired, RS= resigned, PR= promotion, O= Other, N- New)

2025 - NOTICE OF INTENT TO FILL TRACKING

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
4/21/2025	County Clerk	Legal Recording Clerk (1119)	Slater	RS	\$ 47,827.00	\$ 45,751.00	vacant				
4/21/2025	Social Services	Sr. Caseworker # 6 (2267)	Cummings	RS	\$ 72,898.00	\$ 60,920.00	5/19/2025	Watkins	\$73,398.00	\$ 12,478.00	\$ 500.00
4/22/2025	DPW	MEO (L) # 16 (1260)	McGrath	RS	\$ 55,748.00	\$ 48,826.00	vacant				
4/23/2025	Purchasing	Purchasing Assistant (2276)	Biddiscombe	RS	\$ 46,431.00	\$ 45,751.00	vacant				
4/24/2025	DPW	MEO (M) # 4 (1254)	Carpenter	O	\$ 58,130.00	\$ 51,890.00	4/28/2025	Mitchell	\$58,130.00	\$ 6,240.00	\$ -
5/6/2025	Countryside	Cleaner (1881)	Burgess	RS	\$ 38,499.00	\$ 38,499.00	5/13/2025	Evans	\$38,499.00	\$ -	\$ -
5/2/2025	District Attorney	Legal Clerk II # 3 (2669)	Davis	RS ^o	\$ 49,517.00	\$ 47,384.00	vacant				
5/2/2025	Social Services	SWE # 22 (1732)	Oswald	PR	\$ 57,531.00	\$ 47,384.00	vacant				
5/7/2025	Social Services	Sr Caseworker # 9 (2685)	Watkins	O	\$ 73,398.00	\$ 60,920.00	5/19/2025	Missita	\$72,898.00	\$ 11,978.00	\$ (500.00)
5/7/2025	Social Services	Assistant SS Attorney # 3 (2831)	Leahy	PR	\$ 95,391.00	\$ 80,656.00	vacant				
5/19/2025	DPW	MEO (L) # 5 (1264)	Mitchell	RS	\$ 55,066.00	\$ 48,826.00	5/20/2025	Lanfear	\$55,066.00	\$ 6,240.00	\$ -
5/19/2025	DPW	MEO (M) # 31 (2834)	Russell	RS	\$ 58,130.00	\$ 51,890.00	5/19/2025	Moulton	\$58,130.00	\$ 6,240.00	\$ -
5/16/2025	County Attorney	1st Assistant County Attorney (1126)	Terwilliger	O	\$ 117,025.00	\$ 117,025.00	5/19/2025	Dickey	\$116,000.00	\$ (1,025.00)	\$ (1,025.00)
5/16/2025	DPW	Building Maintenance Worker # 2 (2142)	Williams	RS	\$ 45,751.00	\$ 45,751.00	vacant				
5/21/2025	DPW	MEO (L) # 2 (1239)	Hayes	PR	\$ 65,908.00	\$ 48,826.00	vacant				
5/21/2025	IT	Computer Help Desk Tech II # 5 (2835)	N/A	O	N/A	\$ 66,038.00	vacant				
									Totals:	\$123,286.00	\$ (27,888.00)

* (RT= Retired, RS= resigned, PR= promotion, O= Other, N- New)

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: CLERK OF THE BOARD

DATE: MAY 30, 2025

- (a) Purpose of Request:
To authorize Amanda Allen, Clerk of the Board, to serve as an Officer on the NYS Association of Clerks of County Legislative Boards (NYSACCLB)
- (b) Details:
Amanda was elected to serve as 2nd Vice President of the NYSACCLB; a resolution of the Board authorizing Amanda to serve in this position is needed. Amanda will serve as 2nd Vice President for 5/13/2025 - 5/2027. Typical succession would be for Amanda to progress to 1st Vice President in May of 2027 and to President in May of 2029.
- (c) Previous Resolution Number:
R300/2022 authorized Amanda to serve as a member of the Executive Committee of the NYSACCLB
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

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: Information Technology

DATE: May 2025

(a) Purpose of Request: **To appropriate funds from the Computer Reserve Fund to departmental budgets to purchase computers and related equipment and software.**

(b) Details:

Information Technology	A.1680 220.1	\$6,000
Countryside	A.6030.220.1	\$8,000

(c) Previous Resolution Number: **N/A**

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.895.00 Computer Reserve Fund**

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

* as listed in budget and LOGOS

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: County Administrator

DATE: 5/30/2025

(a) Purpose of Request:

To approve a memorandum of agreement and authorize a new collective bargaining agreement between the County of Warren and the Teamsters LOCAL 294 for a term which commences retroactively on January 1, 2025 and terminates on December 31, 2028.

(b) Details:

MOA Attached

(c) Previous Resolution Number:

R303/2022

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on April 21, 2025 by and among WARREN COUNTY ("County") and the WARREN COUNTY SHERIFF ("Sheriff") and TEAMSTERS LOCAL 294 ("Union) as follows:

1. Article 4 – General Conditions – In Section 8, add "and representing bargaining unit employees in discipline meetings" after "adjusting grievances" in the first line of the Section.
2. Article 5 – Salary and Compensation Plan – For 2025, 2026, 2027, and 2028, see attached schedule. The 2025 salary increase shall be retroactive to January 1, 2025 for those bargaining unit employees who are on the County's payroll in the Sheriff's Department at the time the retroactive payment is made.
3. Article 6 – Workday, Workweek, Overtime – In Section 1(g), substitute "December 31, 2025" for "December 31, 2020;" and add the following: "The parties will meet in November 2025 to discuss the possible continuation of this provision."
4. Article 8 – Sick Leave – In Section 2(a) 2. (b), substitute "5 work days (40 hours)" for "3 work days (24 hours)."
5. Article 9 – Health Insurance – In Section 1(a), provide that commencing December 1, 2025, the amount of the full time employee's contribution toward the health insurance premium shall be 25%.
6. Article 9 – Eligibility In Retirement – In Section 3, delete subsection (c) and the last two sentences of Section 3. In subsection (d), substitute "twenty-five (25) years" for "twenty (20) years."
7. Article 14 – Miscellaneous Provisions – In Section 19, add the following prior to the definition of "Qualifying Experience:"

"A lateral transfer who receives service year credit will receive a prorated amount of vacation in the employee's initial year of employment pursuant to the same schedule as referenced in Section 1(b) of Article 8 of this Collective Bargaining Agreement. On January 1 following the completion of such employee's initial year of employment, such employee shall receive vacation days commensurate with such employee's approved service credit."
8. Article 14 – In Section 19 of Article 14, add "health insurance credit" to vacation, sick, personal time, and pay grade up to a maximum of three (3) years.
9. Article 15 – Seniority – Substitute "Chief Steward" for "Union President."
10. New Article – K-9 Unit – Add the following as a new Article to the Collective Bargaining Agreement:

"The County shall establish a Corrections K-9 unit as part of the Sheriff's Office. Individual Sheriff's Office Corrections Officers may be assigned to the K-9 unit and be governed in

part by policies and procedures specific to that unit as well as policies and procedures applicable to County Corrections Officers generally. With regard to the K-9 unit and Officers assigned to the same:

- (a) The Sheriff shall have the absolute discretion to select Corrections K-9 dogs, select the officers to serve as dog handlers in the K-9 unit from members of the Warren County Sheriff's Office Corrections Division. Without limiting the absolute discretion of the Sheriff, volunteers will be solicited for assignment to the K-9 unit from active members of the Teamsters Local 294.
- (b) To be eligible to serve as a member of the K-9 unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "Warren County Sheriff's Office Corrections Division Operations Manual," including agreement in advance to serve as a member of the K-9 unit for a minimum period of four (4) years. Officers assigned to the K-9 unit shall remain eligible during this minimum period for promotions or changes in assignment, but the County may decline to consider such officers for promotion or change of assignment during this minimum period, except for promotions to Corrections Sergeant.
- (c) The Sheriff shall have the absolute discretion to relieve an officer from his or her duties as a Corrections K-9 handler at any time, either; upon request from the officer, because the K-9 unit is disbanded, the size of the K-9 unit is reduced, or for any other reason determined to be in the best interests of Warren County or the Sheriff's Office, with or without "just cause".
- (d) During any period in which an officer is assigned to the K-9 unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the existing collective bargaining agreement, and the Sheriff shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.
- (e) When a dog handler completes his or her assignment in the K-9 unit, or is relieved from assignment in the K-9 unit, he or she will have all rights to bid for permanent shift assignments under the terms of the Warren County Sheriff's Office Corrections Division Operations Manual restored.
- (f) While an officer is assigned to the K-9 unit, he or she will be governed by and entitled to the following:
 - (i) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty and performed during regular tours of duty. K-9 officers' regularly scheduled tours of duty shall begin from when they leave their residences for regularly scheduled tours of duty, and shall end upon arrival at their residence following the completion of a regular tour of duty. The times set for "tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residences at the beginning of a tour of duty and until they return to their residences after a completion of a tour of duty.

- (ii) Officers assigned to the K-9 unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other official-related activities with or concerning the County K-9 dogs on "off-duty" time without specific permission of the Sheriff.
- (iii) Regular and required veterinary services for the K-9 dogs shall be scheduled during normal shift tours to the extent practical, and officers assigned to the K-9 unit shall not obtain veterinary services for their assigned K-9 dogs at times other than "on-duty" times without permission from a member of Administration or the Sheriff's Office K-9 Unit Supervisor, or in emergencies.
- (iv) Officers assigned to the K-9 unit shall be responsible for all non-official related activities reasonably necessary for the care and maintenance of their assigned K-9 dogs, such as feeding, exercising (including allowing the dog to relieve itself), grooming, washing, administering any required medication, and otherwise caring for their K-9 dogs, and cleaning and maintaining the areas and equipment at which the K-9 dogs are housed. All such activities shall be performed on "off-duty" time and no such activities shall be performed during "on-duty" time. Officers assigned to K-9 units shall be paid by the County for off-duty, non-official related activities at the higher of the Federal minimum wage rate or the New York State minimum wage rate (effective as of the signing of this Collective Bargaining Agreement), up to a maximum of seven (7) hours per week. The County, Teamsters Local 294, and each individual officer assigned to the K-9 unit specifically agree that seven (7) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the K-9 dog.
- (v) Officers called in while off-duty shall be compensated at time plus one-half.
- (vi) Except to the extent herein provided all salary wages and benefits shall be governed by the collective bargaining agreement between the Teamsters Local 294 and the County.
- (g) The following expenses associated with the K-9 unit shall be provided for by the County as follows:
 - (i) A marked law enforcement vehicle for transporting the K-9 dog, which shall remain the property of the County.
 - (ii) Food, veterinary services, handler equipment, and services for the K-9 dog.
 - (iii) Acquisition or purchase of the dog.
- (h) The officer assigned to the K-9 unit agrees to a four (4) year commitment.
 - (i) The County and the Teamsters Local 294 agree that the officers assigned to the K-9 unit shall be considered "on-duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 unit is performing tasks necessary and reasonable for the training, care, and maintenance of the K-9 dogs, regardless of where or when these tasks are performed.

(j) The County will defend and indemnify officers assigned to the K-9 unit for any injuries or damages caused by the K-9 dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 unit, regardless of where or when the injuries or damages occur.

(k) All K-9 dogs assigned to the K-9 unit shall be the property of the County. Upon the retirement of a K-9 dog from the K-9 unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the County for the sum of \$1, and shall assume all liabilities previously incurred by the County in relation to the operation of the K-9 unit and ownership of the dog.

(l) The County agrees to pay expenses associated with the completion of cremation of a County K-9 following the dog's passing, either prior to, or following, retirement. The handler assigned to such dog shall be presented with the K-9 dog remains.

(m) Nothing in this agreement shall be deemed to preclude the County from disbanding or curtailing the K-9 unit once it is formed.

(n) A separate memorandum setting forth the provisions hereinabove of incorporating the same by reference shall be presented to the officer selected for participation in the K-9 Unit for execution purposes of establishing that officer's agreement to the terms and provisions set forth hereinabove."

11. Article 14 – Miscellaneous – Add a new Section 20 – "Temporary Light Duty Procedure" as follows:

"The parties shall follow the temporary light duty procedures as set forth in Schedule D, which provides for the request, review, approval, and administration of temporary light duty assignments. The parties agree that such procedures are fair, consistent, and equitable for all bargaining unit employees and the County."

WARREN COUNTY AND
WARREN COUNTY SHERIFF

By: _____

TEAMSTERS LOCAL 294

By: *Jeffrey J. Linn*

By: *[Signature]*

By: *Mark [Signature]*

By: *Kathryn Cate*

TEAMSTERS 2024

Grade	1	2	3	4	5	10	15	20
Correction Officer								
2024	\$54,254	\$58,165	\$61,160	\$61,160	\$65,826	\$68,903	\$72,046	\$75,348
2025 (3.00%)	\$55,882	\$59,910	\$62,995	\$62,995	\$67,801	\$70,970	\$74,207	\$77,608 (3.00%)
2026 (3.00%)	\$57,558	\$61,707	\$64,885	\$64,885	\$69,835	\$73,099	\$76,434	\$79,937 (3.00%)
2027 (3.00%)	\$59,285	\$63,558	\$66,831	\$66,831	\$71,930	\$75,658	\$79,109	\$82,734 (3.50%)
2028 (3.00%)	\$61,063	\$65,465	\$68,836	\$68,836	\$74,088	\$78,684	\$82,273	\$86,044 (4.00%)

Step 1	Step 2	Step 3	Step 4	Step 5
2024	2025	2026	2027	2028
\$54,254	\$59,910	\$64,885	\$66,831	\$74,088

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on April 21, 2025 by and among COUNTY OF WARREN ("County"), WARREN COUNTY SHERIFF ("Sheriff"), and TEAMSTERS LOCAL 294 ("Union") as follows:

WHEREAS, the parties are negotiating a successor Collective Bargaining Agreement and are desirous of implementing a Temporary Light Duty Procedure prior to the conclusion of the negotiations;

NOW, THEREFORE, the parties hereto agree to the following Temporary Light Duty Procedure:

Temporary Light Duty Procedures

Section 1 - Policy

This policy is intended to outline clear and concise procedures for the request, review, approval, and administration of temporary light duty assignments. This policy is not intended to limit or eliminate any additional requirements or benefits under General Municipal § Law 207-c set forth in the statute or case law, or to modify any requirements set forth in the Correction Division Operations Manual, to the extent that such Statute, Rules, Regulations, Directives, and/or Operations are not inconsistent with this policy. If there are any inconsistencies, the Statute, Rules, Regulations, Directives and/or Operations shall govern.

The Warren County Sheriff's Office and the County of Warren are committed to providing a safe and healthy workplace for employees. The prevention of injuries and illnesses is a primary objective. The Sheriff's Office will make efforts to assist employees who have suffered an injury or illness on-duty, and off-duty related injuries or illnesses which have rendered them temporarily unable to perform all of the necessary duties of their position, by providing temporary light duty assignments.

This policy shall in no way affect an employee's privileges under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, benefits under Workers' Compensation, or any other applicable federal or state law(s) or statute(s).

Section 2 - Temporary Light Duty Assignment - General Information

1. The ultimate goal following any injury/illness is to return the employee to full-duty in their original position. These procedures will assist during the employee's recovery period by allowing them to return to temporary alternative productive work within their medically approved capabilities.
2. All requests for light duty assignment must be submitted, reviewed, and administered in accordance with the provisions outlined in these procedures.

3. Temporary light duty assignments shall consist of administrative, clerical type functions and tasks, that fall outside the scope of an employee's full (unrestricted) duties, but all such duties must be appropriate for the affected employee's specific limitations and restrictions.
4. All employees who have an injury/illness that limits their ability to perform full (unrestricted) duties, but are capable of performing modified light duties, within their specific limitations and restrictions, are eligible for a temporary light duty assignment.
5. There shall be three available temporary light duty shifts, permitting one light duty assignment per shift, Monday through Friday from 7 a.m. to 3 p.m. (day shift), 3 p.m. to 11 p.m. (evening shift), and 11 p.m. to 7 a.m. (overnight shift). The number of simultaneous temporary light duty assignments cannot exceed three assignments at any given time, except with regard to employees who are out on pregnancy disability pursuant to Section 7 herein.
6. All temporary light duty assignments require written approval from the Sheriff, or designee.
7. While assigned to temporary light duty, affected employees must maintain regular contact with the Sheriff, or designee, to provide health/condition updates and medical documentation, upon request.
8. Affected employees are expected to return to work on their next scheduled shift following a physician's written release to full (unrestricted) duty status.

Section 3 - Temporary Light Duty Assignment - Limitations and Restrictions

1. Affected employees and the Sheriff must understand and adhere to the limits set forth by physicians or competent health authorities.
2. Temporary light duty assignments are by definition temporary. Each assignment shall be made in accordance with the provisions outlined in these procedures. Under no circumstance should temporary light duty assignments exceed a cumulative duration greater than twelve months.
3. An employee who is unable to return to full (unrestricted) duty following a cumulative twelve month temporary light duty assignment period must be relieved from the temporary light duty assignment.
4. Following the maximum twelve-month time assignment period, an employee may, if they are so entitled, return to benefits under New York State General Municipal Law § 207-c, utilize available leave accruals, or pursue alternative employment options as provided by the employment provisions of the County of Warren, the laws and statutes of the State of New York, and/or applicable federal statute(s). Regardless, the employee may not return to work, either full-duty or temporary light duty, until a physician's release to full (unrestricted) duty status is received.

5. Multiple employees may simultaneously be approved for a temporary light duty assignment. Any such assignments shall be made in strict adherence with these procedures.
6. Previously approved light duty assignments may be modified in duration, as needed, to accommodate multiple simultaneous assignments of affected employees, as outlined below.
7. A determination for a temporary light duty assignment shall set forth, in writing, the limitations and restrictions on the duties that will apply to the affected employee.
8. Employees receiving a temporary light duty assignment will be subject to all aspects of their current contractual conditions, with the exception of the specific limitations and restrictions resulting from their injury/illness.
9. Employees shall retain full benefits afforded under this collective bargaining agreement.
10. Temporary light duty assignments must be immediately suspended when the Sheriff determines that the duties being performed are not within the scope of the employee's medical limitations or restrictions.
11. During a temporary light duty assignment, affected employees may report in either a Class B uniform or civilian casual business attire. Affected employees may not wear the Class A uniform.
12. Employees on temporary light duty assignments are strictly prohibited from entering any secure area of the Correctional Facility, including the Police Lockup and agency vehicle parking/sallyport areas.
13. Employees on temporary light duty assignments are prohibited from operating any County vehicles.
14. Employees on temporary light duty assignments must notify the Sheriff of any change in medical status during such assignment. The Sheriff may require written verification from their physician, or other competent health authority, of such change.
15. Failure to properly perform the temporary light duty assignment may result in the revocation of such assignment and/or disciplinary action.
16. Any misrepresentation, falsification, or other type of misconduct relating to the employee's medical condition, work limitations/restrictions, or ability to return to full (unrestricted) duty status may subject the employee to disciplinary action.

Section 4 - Temporary Light Duty Assignment - Assignment Procedures

1. The Sheriff, or designee, are the only members authorized to allow a temporary light duty assignment.

2. All temporary light duty assignments shall be determined on a first-come, first-served basis.
3. An affected employee's rank, seniority, the fact that an affected employee's injury/illness occurred on-duty or off-duty, or their eligibility for benefits under New York State General Municipal Law § 207-c shall not be factors considered when making a temporary light duty assignment. However, if an affected employee is eligible for benefits under New York State General Municipal Law § 207-c, and provides medical documentation acceptable to the Sheriff that such employee is medically capable of working in a temporary light duty assignment, but cannot do so because all three temporary light duty assignments are filled, such employee shall not lose any leave accruals while the employee is waiting for a temporary light duty assignment to become vacant, for up to one year. The Sheriff's acceptability of such medical documentation shall not be arbitrarily denied.
4. Temporary light duty assignment procedures will vary based upon the number of simultaneous assignments to be made. Such assignments shall be made as outlined below.
 - A. Assignment procedures when three, or less, affected employees are eligible for temporary light duty;
 - i. The first assignment shall be made to the day shift, second to the evening shift, and third to the overnight shift, on a first come, first served basis.
 - ii. A single assignment shall always be made to the day shift. Two assignments shall be made to the day shift (one employee) first and the evening shift (one employee) next.
 - iii. At no time shall the number of simultaneous temporary light duty assignments exceed three employees.
 - iv. Each assignment shall be made for a period not to exceed three months.
 - v. Additional re-assignments may be approved by the Sheriff, in three-month intervals, but under no circumstance should an affected employee's temporary light duty assignments exceed a cumulative duration greater than twelve months.
 - vi. The procedures outlined under paragraph 4(B) below must be followed anytime four or more employees become eligible for a temporary light duty assignment.
 - B. Assignment procedures for four, or more, employees are eligible for light duty;
 - i. The first assignment shall be made to the day shift, second to the evening shift, and third to the overnight shift, on a first come, first served basis.
 - ii. At no time shall the number of simultaneous temporary light duty assignments exceed three employees.

- iii. Each temporary assignment shall be made for a period not to exceed one month, when four or more employees are eligible for a temporary light duty assignment.
- iv. Affected employees must be relieved from a temporary light duty assignment following their one-month assignment period if they are unable to return to full (unrestricted) duty and the number of employees eligible for light duty exceeds three employees.
- v. When a light duty shift becomes vacant the next affected employee, as determined on a first come, first served basis, shall be assigned to a temporary light duty assignment on the shift that was immediately vacated. No shift assignment preferences shall be made based upon rank and/or seniority.
- vi. Subsequent assignments and re-assignments may be approved by the Sheriff, in monthly intervals applicable to the number of employees eligible for light duty, but under no circumstance should an employee's temporary light duty assignments exceed a cumulative duration greater than twelve months.
- vii. The procedures outlined under paragraph 4(A) above must be followed anytime the number of employees eligible for a temporary light duty assignment reduces to three employees, or less.

Section 5 - Procedures for Work Related (On-Duty) Injury/Illness

1. All work-related accidents, injuries, and/or illnesses must be immediately reported to the on-duty Tour Supervisor in the Corrections Division. The Tour Supervisor will assist with the completion and proper submission of all Warren County Self-Insurance Department reports.
2. An application for New York State General Municipal Law § 207-c benefits may be made by the employee, the Sheriff, or some other person acting on behalf of the affected employee, in accordance with the provisions outlined in Schedule "B" of this collective bargaining agreement.
3. Employees who suffer an injury or illness, while on-duty, that limits their ability to perform all necessary, full-duty, functions of their position in the Sheriff's Office, may submit a request to the Sheriff, in writing, for a temporary light duty assignment. The request must detail their interest in such assignment, the nature of their injury or illness, their current medical prognosis, and documentation from a physician, or competent health authority, outlining their specific limitations and restrictions.
4. The Sheriff may deny an employee's request for a light duty assignment if a light duty shift is not currently available or the affected employee lacks an appropriate level of fitness to perform the light duty tasks and functions. The employee's request will be approved at a later date, as outlined in these procedures, if the basis for the Sheriff's denial was the lack of an available shift.

5. A determination from the Sheriff for approval of a temporary light duty assignment must set forth, in writing, the limitations on the duties that will apply to the affected employee.
6. The Sheriff may also require an injured employee to accept a temporary light duty assignment, in accordance with the provisions outlined in New York State General Municipal Law § 207-c and Schedule "B" of this collective bargaining agreement, following a determination from a physician, or competent health authority, that the employee is not capable of performing all necessary full-duty functions of their position, but is capable of performing modified, limited, light duty functions.
7. The affected employee reserves the right to appeal the Sheriff's requirement to accept a temporary light duty assignment by following the procedures set forth in Schedule "B" of this collective bargaining agreement.
8. When the Sheriff requires an affected employee to accept a light duty assignment, he must provide the physician, or competent health authority, making the light duty determination, with a written description of the essential conditions and responsibilities for the proposed light duty assignment.
9. A determination from a physician, or competent health authority, that an employee is capable of performing modified light duties shall set forth, in writing, the limitations on the duties that will apply to the affected employee.
10. A voluntary request for a temporary light duty assignment requires only the Sheriff's approval. A mandatory, involuntary, assignment requires both the physician's written approval of the temporary light duty functions and the Sheriff's written directive.
11. An employee who has been required by the Sheriff to accept a light duty assignment, that fails to report for such assignment following the loss of an appeal in accordance with the provisions of New York State General Municipal Law § 207-c, may be subject to disciplinary action.

Section 6 - Procedures for Non-Work Related (Off-Duty) Injury/Illness

1. Employees who suffer an injury or illness, while off-duty, that limits their ability to perform all necessary, full-duty, functions of their position in the Sheriff's Office, shall be considered for a temporary light duty assignment when a physician, or other competent health authority, makes a determination that the employee is not capable of performing all necessary full-duty functions of their position, but is capable of performing modified, limited, light duty functions.
2. When an employee is requesting a light duty assignment, they must submit a written request to the Sheriff detailing their interest in such assignment, the nature of their injury or illness, their current medical prognosis, and documentation from a physician, or competent health authority, outlining their specific limitations and restrictions.

3. The Sheriff may not deny a request for the light duty assignment if a light duty shift is available and the affected employee possesses an appropriate level of fitness to perform the light duty tasks and functions.

4. A determination from the Sheriff for approval of a temporary light duty assignment must set forth, in writing, the limitations on the duties that will apply to the affected employee.

Section 7. Pregnancy Disability

Temporary reassignment of eligible pregnant members is a voluntary program whereby the Office will afford pregnant members the opportunity to continue working during the latter stage of pregnancy. Temporary reassignment of eligible pregnant members will be made consistent with the operational needs of the Office. The Office shall have the sole right to determine hours, location and type of duty to be assigned, however, every reasonable effort will be made to assign the member as close to her assigned duty station as possible. As operational needs dictate, the Sheriff may, at any time, change the hours, location and type of duty assigned. Members temporarily assigned to administrative duty shall not be assigned to duties involving the supervision of inmates or duties in the secure areas of the Correctional Facility. Any member who is at least 5 months pregnant and any member who is less than 5 months pregnant whose attending physician will not certify her for full and strenuous duty as a result of her pregnancy is eligible for this program. Members who are at least 5 months pregnant and do not want a temporary reassignment to administrative duties, but instead wish to continue in an assignment requiring fitness for full and strenuous duty shall be allowed to do so provided the member's doctor consents.

COUNTY OF WARREN

By: _____

WARREN COUNTY SHERIFF

By: _____

TEAMSTERS LOCAL 294

By: _____

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: County Attorney

DATE: 5/30/25

(a) Purpose of Request: **Adopting the Warren County Employee Timekeeping Approval Management Policy**

(b) Details:

The Risk & Safety Committee approved the proposed Employee Timekeeping Approval Management Policy at the May 12, 2025 meeting after identifying the absence of a Board of Supervisors approved policy which establishes protocols to ensure compliance with the accurate capture of legal requirements for employee timekeeping. The proposed policy will enhance employee timekeeping accountability across the County and ensure compliance with federal and New York State labor law requirements, as well as satisfy generally accepted accounting and auditing principles.

(c) Previous Resolution Number: **N/A**

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

SCHEDULE A

Warren County Employee Timekeeping Approval Management

A. PURPOSE:

The purpose of this policy is to establish protocols to ensure compliance with the accurate capture of federal and state labor law requirements for timekeeping in accordance with generally accepted accounting principles in the course of County business.

B. DEFINITIONS:

Authority to Approve: County employees in a management role designated in writing to authorize and approve timekeeping transactions ensuring accuracy and compliance with established collective bargaining agreements, federal and state labor law.

County Ethics Legislation: Local Law No. 2 of 2022 entitled "A Local Law Amending and updating Local Law No. 6 of 2021," 'A Local Law Amending and Updating Local Law No. 5 of 2021,' 'A Local Law Amending and Updating Local Law No. 6 of 2014,' Warren County Ethics and Disclosure Law."

County Timekeeping: The tracking and recording of employee work hours in accordance with federal and state labor regulations.

Department Head: County officers or employees given the supervisory title of Department Head.

Department Head Designee: A County employee with statutory authority or designated by the Department Head to act on their behalf.

Employee: A person employed by the County of Warren on a full-time, part-time, less than part-time, per diem, or seasonal/temporary basis, and includes volunteers and interns, whether paid or unpaid.

Employee Representative: A person authorized to represent a County employee which belongs to a labor union recognized by the County of Warren and engage in negotiations on behalf of its members.

Employer: The County of Warren ("County").

Timekeeping System Entry: The use of an employee time-tracking system to record employee work hours, which feeds into the timekeeping process for accurate and efficient wage calculations.

Remote Work: A flexible work arrangement where an employee is given written permission to perform their duties outside of the traditional County physical workplace.

Supervisor: A person within employer's organization who has the authority to direct and control the work performance of an employee, or who has authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

Workplace: Any location away from an employee's permanent or temporary domicile, where an employee performs any work-related duty in the course of their employment.

C. PROCEDURES:

1. County timekeeping shall be governed by the fiscal requirements of federal and state labor regulations.
2. Employee timekeeping shall be in accordance with the County's collective bargaining agreements and with County policies for employees.
3. Department Heads and/or Department Head Designees shall be fiscally responsible for the timekeeping assigned to them by the County budget process.
4. A Department Head may edit and approve their own timesheet.
5. An employee who is not a Department Head may not edit or approve their own timesheet for submission for payment.
6. A Department Head's request to assign a Department Head Designee under their supervision with authority to approve the department's timekeeping must be done in writing in advance to the Human Resource Department, the County Treasurer's Department, and the County Administrator's Office PRIOR to the responsibility being tendered.
7. The Department Head and Department Head Designee may not edit or approve timekeeping for any employee that may give rise to violations of the County's Code of Ethics.
8. County employees will not be compensated for their commute travel time to and from their workplace and no such travel time shall be submitted on timesheets for payment.
9. In the absence of a Department's Department Head and Department Head's Designee, the County Administrator's Office shall be authorized to edit and approve timekeeping.

D. POLICY VIOLATIONS:

Department Heads shall be responsible for their adherence to this policy, along with any employees given the authority to approve timekeeping on their behalf. Violations of the procedures established by this policy may result in disciplinary action.

E. EFFECTIVE DATE:

This policy to be effective upon approval by Warren County Board of Supervisors and all prior policies are hereby rescinded and replaced.

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: County Attorney

DATE: 5/30/25

- (a) Purpose of Request: **Adopting the Warren County Unmanned Aircraft System Use Policy**
- (b) Details:

The Risk & Safety Committee approved the proposed Unmanned Aircraft System Use Policy at the May 12, 2025 meeting after identifying the absence of County-wide guidelines for the contracted use of an unmanned aircraft system (UAS) for County operations. The proposed policy will assist all departments pursuing UAS services as part of a contractual relationship to follow governmental regulations and provide contractual liability risk transfer from the County to the vendor.

- (c) Previous Resolution Number: **N/A**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

**COUNTY OF WARREN
UNMANNED AIRCRAFT SYSTEM USE POLICY**

I. PURPOSE

The purpose of this policy is to establish guidelines for the contracted use of an unmanned aircraft system (UAS) commonly referred to as a drone for County business operations in accordance with government regulations. This policy applies to all County departments contracting and providing assistance for the use of UAS in County activities.

II. DEFINITIONS

Adirondack Park Agency (APA): An agency created by the New York State Legislature that governs the land use within the boundary of the Adirondack Park System.

Certificate of Waiver or Authorization (COA): An authorization issued by the FAA to a public operator for a specific UAS. After a complete application is submitted to the FAA, the FAA conducts a comprehensive operational and technical review. If necessary, provisions or limitations may be imposed as part of the approval to ensure the UAS can operate safely with other airspace users.

Commercial Use: The non-recreational operation of a UAS by an FAA Part 107-certified pilot for the County for compensation or hire or furtherance of County business.

Conservation Easement: An easement, covenant, restriction or other interest in real property, created under and subject to the provisions of this title which limits or restricts development, management or use of such real property for the purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural, or natural condition, character, significance or amenities of the real property in a manner consistent with the public policy and purpose set forth in ECL §49-0301, provided that no such easement shall be acquired, or held by the state which is subject to the provisions of Article Fourteen of the Constitution.

County Drone Coordinator: A County employee certified as an FAA Part 107 Pilot designated by the County to enforce the provisions of this policy.

County Premises: Any building, property or facility the County owns, leases, operates and/or maintains.

Department Head: County officers or employees given the supervisory title of Department Head.

Emergency: A sudden or unexpected event which causes or threatens imminent harm or injury to a person, or there is the possibility of loss of life, endangerments to the public at large, the environment and/or the State's natural resources, and/or which requires an immediate response and/or remedial action. Emergency also includes the collection of data that is time sensitive relating to the emergency both during and after the event.

Employee: A person employed by the County of Warren on a full-time, part-time, less than part-time, per diem or seasonal/temporary basis and includes volunteers and interns whether paid or unpaid.

FAA: Federal Aviation Administration is a federal agency within the US Department of Transportation that regulates civil aviation and governs airspace within the United States.

Flight: The take-off, in-flight, and landing of a UAS mission.

Lake George Park Commission: A NYS planning, environmental and public safety agency with special responsibilities for water quality and lake recreation specific to the Lake George Watershed.

Municipal Aid Agreement: An established legal framework in which municipalities agree to share resources and assistance during states of emergency or to support ongoing municipal services.

New York State Department of Environmental Conservation (NYSDEC): Is an agency within New York State government that is responsible for the protecting and enhancing government initiatives to protect NYS wildlife, natural resources and environmental quality of life for the state.

New York Office of Parks, Recreation and Historic Preservation (OPRHP): A State agency within the NYS Executive Department charged with the operation of state parks and historic sites within the State of New York.

Non-emergency: Missions that are not defined as emergency and include, but are not limited to, flight training, aerial mapping, building and premises mapping, environmental protection and remediation, silviculture, fisheries and wildlife management, insect and disease control, tourism related activities and environmental monitoring.

Office of Emergency Services (OES): For the purposes of this policy, OES shall mean the Warren County OES.

Operation: The manipulation of the UAS flight controls, which includes autonomous flight by the pilot during the in-flight phase.

Provider: A company contracted by the County of Warren to provide a service to a County department or County sponsored affiliate.

Public Lands: Areas of land that are managed by government agencies.

Remote Pilot in Command (RPIC): The pilot actually flying the UAS that is licensed by the FAA for UAS operation.

State Lands: Lands under the jurisdiction of the NYS government that are administered by the Division of Lands and Forests, the Division of Operations, and the Division of Fish and Wildlife, including but not limited to such lands as Wildlife Management Areas, Fish and Wildlife Management areas, unique areas, State forests, reforestation areas, multiple use areas, forest preserves, conservation areas, natural resource management areas, preserves, campgrounds and environmentally sensitive lands, and to those rights owned and managed by the State as conservation easements as defined in 6 NYCRR 190.12

Unmanned Aircraft System (UAS): An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled, and all of the supporting or

attached systems designed for gathering information through imaging, recording or any other means.

Unmanned Aircraft System (UAS) Provider Agreement: A County agreement specific for the engagement of UAS services for the purpose of County business.

Unmanned Aircraft Vehicle (UAV): A powered aircraft vehicle that does not carry a human operator; uses aerodynamic forces to provide vehicle lift; can fly autonomously or be piloted remotely; can be expendable or recoverable; and can carry a lethal or nonlethal payload.

III. REGULATIONS AND PROCEDURES

A. Government Regulations:

The County of Warren has public lands within the Adirondack Park System governed by the NYS DEC, NYS OPRHP, Adirondack Park Agency, and the Lake George Park Commission which have special protections for lands governed by these agencies including but not limited to State Lands, wilderness areas, conservation easements, and public lands. Specific operations of RPIC whether government employees or Providers contracted for UAS by the County should be directed to the official websites of the following government agencies for permit requirements and usage:

1. FAA;
2. Adirondack Park Agency;
3. NYS DEC;
4. NYS OPRHP; and
5. Lake George Park Commission

B. FAA Licensing:

1. **Contractor UAS Providers:**

County RFQ's and RFP's for UAS Provider Services must include proof of applicable FAA Part 107 certification for each Remote Pilot in Command of a UAS engaged in conducting business on behalf of the County. The County Drone Coordinator shall be responsible for administering the County's approval and ensuring the UAS Provider is confirmed as licensed within the FAA Airman Registry.

2. **Government Operators:**

County UAS services provided or received as part of a Mutual Aid Agreement must utilize an FAA certified Remote Pilot in Command of the UAS engaged in conducting business on behalf of the County in accordance with FAA regulations. County employees having responsibilities for the operation of UAS services on behalf of the County shall meet the requirements of FAA licensing regulations and provide that licensing including their renewals to the County Drone Coordinator for insurance coverage in the County's comprehensive insurance program.

C. County Contractual Agreements:

1. **Provider Agreements:**

Providers performing work on behalf of the County, must inform the County in writing of their intent on using UAS for the services to be provided prior to the use of any UAS. If a

County department is aware a UAS will be used, the Department Head should contact the County Attorney in writing informing it of the parameters of the UAS service to be provided. Documentation pertaining to the UAS operation should include the purpose, date, time, flight location, and authorization needed by any regulatory agency governing the airspace above the land where the UAS will be used. UAS application to the County shall be made ten (10) business days PRIOR to the use of the UAS for County programming. The County Drone Coordinator shall work with the County Attorney's Office to review the request and determine the contractual parameters needed for the Provider service.

2. Mutual Aid Agreements:

Mutual Aid Agreements for the purpose of providing mutual aid to public entities other than the County involving other municipalities, state agencies or entities, the federal government or private individuals, with the intention of using a UAS for work, including emergencies, under their agreements, must first be vetted through the County Attorney's Office to confirm contractual relationships are in place and liability is appropriately transferred per the terms and conditions of Section 4 of this policy.

D. Transfer of Risk: Insurance and Indemnification:

1. County Insurance Requirements for Provider Engagements:

County Insurance Requirements for the use of UAS for County business operations are as follows:

- a. The Contractor shall provide the County with a Certificate of Insurance naming the County as Certificate Holder and "**Additional Insured on a Primary and Non-Contributory Basis**" prior to the commencement of any work under this Agreement. The County's failure to object to the contents of the Certificate of Insurance provided by the Contractor or the absence of same shall not be deemed a waiver of any and all rights held by the County under this Agreement.
- b. In the event the Contractor utilizes a Subcontractor for any portion of the work under this Agreement, then the Subcontractor shall provide insurance of the same type or types as required herein from the Contractor and to the same extent of coverage as that provided by the Contractor and the Contractor shall provide to the County the Certificates of Insurance for the Subcontractor which shall name the County as Certificate Holder and "**Additional Insured on a primary and non-contributory basis**" prior to the commencement of any work under this Agreement by the Subcontractor.
- c. Every required coverage type shall be "occurrence basis" except for Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
- d. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
- e. The County Attorney and/or their designee must approve all insurance certificates submitted by the Contractor prior to the County accepting and executing this Agreement at Page One.
- f. The County reserves the right to request certified copies of any policy or endorsement thereto which shall be produced within three (3) business days of a written request delivered by email or as otherwise provided by this Agreement.

- g. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits for the Contractor or any Subcontractor, then such failure shall constitute a material breach of a precondition to the County entering into this Agreement, or in the alternative, a material breach of this Agreement once executed by the County, thereafter authorizing the County to exercise any rights it has in law or equity, including but not limited to any or all of the following:
- 1.) immediate termination of the Agreement;
 - 2.) withholding any/all payment(s) due under this Agreement, or any other Agreement between the County and Contractor (common law set-off); or
 - 3.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith.
- h. All monies so paid by the County for insurance coverage of the Contractor shall be repaid upon demand, or at the County's option may be offset against any monies due to the Contractor.
- 1.) **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars (\$1,000,000.00) per Occurrence with a Two Million Dollars Aggregate (\$2,000,000.00);
 - 2.) **Commercial Automobile Insurance:** One Million Dollars (\$1,000,000.00) Combined Single Limit for Owned, Hired and Non-Owned Vehicles;
 - 3.) **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this Agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect;
 - 4.) **Commercial Aviation Liability Insurance:** One Million Dollars (\$1,000,000) Combined Single Limit per claim/occurrence aggregate including coverage for property damage, bodily injury, and personal and advertising injury covering the named operator and the insured; and
 - 5.) **Excess Insurance** coverage of Three Million Dollars (\$3,000,000) per Occurrence Aggregate

2. County Indemnification Requirements for Providers and Mutual Aid Partners:

Each and every Provider or Mutual Aid Partner, for itself, its assignees, and successors in interest shall be required to agree and promise, to the fullest extent provided by law, to defend, indemnify, and hold harmless the County, its Officers, Employees, and Agents, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees, costs and disbursements), which arise out of or result from the performance of the work covered by the ***UAS Provider Agreement attached as Exhibit A to this policy***, which are sustained by any person, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or the negligent act or omission of the Provider or Mutual Aid Partner, or its officers, members, partners, employees, agents, subcontractors, or anyone for whom the Provider or Mutual Aid Partner is legally liable. The Provider or Mutual Aid Partner's responsibility under a County agreement shall not be limited to the insurance coverage required by an agreement or the insurance available to the Provider or Mutual Aid Partner or any of its Subcontractors.

IV. COUNTY UAS PROGRAMMING

A. **Warren County Office of Emergency Services:** The Warren County Office of Emergency Services "Unmanned Aerial Systems (UAS) Policy for Warren County Office of Emergency Services – Resolution No. 337 of 2024" is hereby added as Exhibit B of this policy and governs the operations of the OES County drone and its operation in County business.

B. **RESERVED. Warren County Sheriff's Office**

V. ADMINISTRATIVE RESPONSIBILITIES

A. **County Drone Coordinator Responsibilities:** The County shall designate a County Drone Coordinator who shall be responsible for reviewing all UAS Provider Agreements requested for County operations and shall additionally be responsible for the coordination of all County mutual aid agreements with the exception of those UAS activities governed by the Warren County Sheriff's Office. The County Drone Coordinator shall work with the County Attorney's Office to ensure the County contractual relationships are in accordance with County fiscal processes.

B. **County Department Head Responsibilities:** County Department Heads and the designees shall be responsible for managing the contractual and mutual aid relationships for the terms and conditions of this policy in accordance with the project under the direction of the County Drone Coordinator.

C. **OES Responsibilities:** Warren County Resolution 337 of 2024 shall govern the policy, procedures and protocols of the County UAS' operation and control attached as Exhibit B to this policy.

D. **Warren County Sheriff's Office:** The administrative responsibilities of the Warren County Sheriff's Office are reserved with the exception that it shall govern the use of the County drone for any law enforcement initiative within its jurisdiction when needed for law enforcement purposes.

E. **Administrative Responsibilities:** The County Attorney's Office shall be responsible for the management of County contractual relationships and their insurance requirements and shall provide those same administrative services to County departments and the County Drone Coordinator in the furtherance of County business.

2025 Warren County Insurance Reserve as of April 30, 2025

Claimant	Date of Incident	Location of Incident	Description of Incident	Responsible Dept	Amount of Damages	Check Cut Date	Status
Frontier Communications	24.03.07	57 Murray Road and Lanfear Road, Stony Creek	County DPW employees excavating at site caused damage to 25 PAIR Frontier Line at location.	Public Works	\$792.29	25.04.16	Closed
Shuler, Donald	25.03.02	14 Bayridge Drive, Queensbury	Front door damaged during response to call.	Sheriff	\$1,500.00	25.04.21	Closed
Waite, Ryan	25.02.28	Park Ave. Extension, Hadley, NY	Park Avenue Extension, Hadley. DPW employee backed into parked vehicle	Public Works	\$1,109.10	25.04.16	Closed