

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

JUNE 27, 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.
  - 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 of the Board):**  
Request to transfer funds in the amount of \$45,000 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.5630 470, *Mass Transportation, Contract*, to cover the cost of funding CDTA 18B payments which were not budgeted for.
  - 4) **Referral from the Criminal Justice, Public Safety & Emergency Services Committee (Chaired by Supervisor Geraci):**  
**Public Defender (Gregory Canale, Public Defender) -**  
Request to amend the Table of Organization and Salary Schedule to increase the annual salary of the 3<sup>rd</sup> Assistant Public Defender from \$84,865 to \$117,024 effective July 21, 2025.
  - 5) **Referral from the Legislative, Rules & Governmental Operations Committee (Chaired by Supervisor Strough):**  
**County Clerk (Carrie Black, County Clerk) -**  
Request to amend the Table of Organization and Salary Schedule to fund the position of Senior Legal Recording Clerk, *Grade 12, Base Annual Salary \$51,890*, and unfund the position of Legal Recording Clerk, *Base Annual Salary \$47,800*, effective July 21, 2025. *Note: This request is contingent upon approval by the Legislative, Rules & Governmental Operations Committee.*
  - 6) **Referral from the Public Works Committee (Chaired by Supervisor Conover):**  
**Solid Waste & Recycling (Scott Royael, Solid Waste Compliance Officer) -**  
Request to amend the Table of Organization and Salary Schedule to create the new position of Motor Equipment Operator - Medium, *Grade 12, Base Annual Salary \$51,890*, and delete the position of Auto Mechanic, *Grade 14, Base Annual Salary \$72,740*, effective July 21, 2025.
  - 7) **Request/Item to be Discussed by the County Administrator (John Taflan, County Administrator):**  
*On Behalf of the County Treasurer* - Request to authorize the Chair of the Personnel, Administration & Higher Education Committee and the County Administrator to negotiate and award vacation leave allowances for the incoming Deputy County Treasurer.
  - 8) **Requests/Items to be Discussed by the County Attorney (Larry Elmen, County Attorney):**  
**Action Agenda/New Business Items:**
    - A) Request for resolution request to approve and adopt Warren County Intern and Volunteer Policy referred by the Warren County Risk & Safety Committee. The policy combined two separate policies which governed volunteers and interns to create a concise policy that includes a "Participant Agreement, Indemnification and Risk Acknowledgment" which will be required from all interns and volunteers.
    - B) Request for resolution approving an agreement with Bartlett Pontiff Stewart Rhodes, P.C., to serve as Labor Legal Counsel for the County of Warren for the monthly fixed retainer fee of Four Thousand Three Hundred and 00/100 Dollars (\$4,300) (\$51,600/year) for the initial one year term beginning January 1, 2026 and ending December 31, 2026, and authorizing up to two (2) additional one year terms upon mutual agreement of the parties for the 2027 monthly fixed retainer fee of Four Thousand Four Hundred Fifty and 00/100 Dollars (\$4,450) and the 2028 monthly fixed retainer fee of Four Thousand Six Hundred and 00/100 Dollars (\$4,600), as more fully described by the attached, proposed letter of engagement. The monthly fixed retainer fee for the past twelve (12) years was \$3,750. The current three-year authorization and agreement expire December 31, 2025. If approved, the legal fees would be part of the proposed 2026 departmental budget.
    - C) Request to amend resolution 375 of 2024, retroactive to January 1, 2025, to increase the not to exceed the amount from \$13,300 to \$27,000 per year to account for postage costs which are reimbursable under the amended tax foreclosure laws and to provide sufficient funding for the increased number of parcels in the 2025 tax foreclosure auction due to initiating the lawsuit in January 2025. The full amount of postage charges, which are a pass-through expense from NYSID to the County, as well as an additional charge for the County against the tax delinquent parcels, were not included in the departments 2025 budget. For 2025, approximately \$10,245.12 in postage fees were attached to tax delinquent parcels which remained in tax foreclosure as of June 2, 2025.

CONTINUED

- D) Request for resolution providing additional funding in the amount of \$11,734.47 to pay postage charges incurred by NYSID for the 2025 tax foreclosure mailings.
- E) Request for a resolution authorizing the County Attorney to determine whether to file an amicus curie brief concerning the so-called "Even Year Election Law" with the New York State Court of Appeals in the matter of Onondaga County, et al versus the State of New York et al, #APL-2025-00088, to support specific legal claims presented by Onondaga County and other county-plaintiffs, in opposition to the 2023 amendment of County Law § 400 which added a new section 8 mandating even-year elections for all Warren County supervisors, including supervisors elected from the City of Glens Falls supervisors, as a violation of NYS Constitution, Article XIII, section 8 (requiring the election of supervisors in a city to occur in odd-numbered years, and in support of the powers delegated to the counties by the NYS Constitution, Article IX, as codified by the Municipal Home Rule Statutes. During 2024, eight (8) counties initiated eight (8) separate lawsuits, along with municipal towns, against the State of New York and others, challenging the constitutionality of the Even Year Election Law. All eight (8) lawsuits were joined before the Court of Appeals for briefing, oral argument and a decision. The Court of Appeals authorized interested parties to file amicus curie briefs on or before August 5, 2025, prior to oral arguments occurring in September 2025. Warren County is one of seven (7) counties outside of the City of New York which maintains a governing Board of Supervisors and contains an incorporate city within its boundaries. The remaining six (6) counties are: Chenango, Columbia, Fulton, Madison, Ontario and Saratoga. If filed by the County Attorney, the amicus brief would identify this issue of first impression for the Court of Appeals so that the Court might address the issues raised by non-charter counties, similar to Warren County, as part of any final decision and order.

Discussion Items:

- F) Report of Insurance Reserve Payments as of May 30, 2025: No Report.
- G) Harassment & Discrimination Complaint: Request for a motion to enter into an executive session, per Public Officers Law § 108(3), concerning any matter made confidential by federal or state law, to include attorney-client communications, and per Public Officers Law § 105(1)(f), regarding matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person.
- H) 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.
  - 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. EF2022-2111, 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 (Cancelled)~~; Summary judgment motions filed May 16, 2025; Pretrial conference: 9/4/2025; Trial Date: 10/10/2025 through 10/31/2025.

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- 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) *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.
  - June 9, 2025: Motion to dismiss denied. Discovery to follow.
- 6) *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.
- 7) *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 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. **General Release and letter of resignation tendered June 18, 2025.**

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

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	Bromley	\$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	Norton	\$69,976.00	\$ 9,056.00	\$ -
1/6/2025	Social Services	Sr. Caseworker # 3 (1681)	McKinney	O	\$ 69,976.00	\$ 60,920.00	2/3/2025				
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	18,509.1/hr	18,509.1/hr	5/5/2025	Wilson	18,509.1/hr	\$ -	\$ -
2/21/2025	DPW	MEO (M) # 24 (2209)	Secor	RS	\$ 48,826.00	\$ 48,826.00	3/3/2025	Russell	\$48,826.00	\$ -	\$ (56.00)
2/21/2025	DPW	MEO (M) # 26 (2420)	Kennedy	PR	\$ 48,882.00	\$ 48,826.00	3/3/2025	Allison	\$48,826.00	\$ -	\$ -
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	\$ 59,033.00	\$ 47,384.00	3/18/2025	Mahoney	\$47,384.00	\$ -	\$ (11,647.00)
2/26/2025	DPW	Cleaner # 6 (2143)	Gauthier	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)	Gateno	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 # 4 (1657)	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	6/16/2025	Connell	\$64,075.00	\$ 8,275.00	\$ (3,514.00)
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	Lying	\$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	6/16/2025	Aprile	\$45,751.00	\$ -	\$ (9,927.00)
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	Boecchi	\$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	6/2/2025	Clickner	\$57,270.00	\$ (5,000.00)	\$ (5,000.00)
4/22/2025	DPW	Building Maintenance Worker # 12 (1191)	Trask	RS	\$ 45,751.00	\$ 45,751.00	4/28/2025	Clark	\$45,751.00	\$ -	\$ -
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	6/2/2025	Seiffried	\$48,826.00	\$ -	\$ (6,922.00)

\* (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
4/23/2025	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	\$ 49,517.00	\$ 47,384.00	6/2/2025	Farrell	\$47,384.00	\$ -	\$ (2,133.00)
5/2/2025	Social Services	SWE # 22 (1732)	Oswald	PR	\$ 57,531.00	\$ 47,384.00	5/29/2025	Harvey	\$48,784.00	\$ 1,400.00	\$ (8,747.00)
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)
5/19/2025	DPW	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	\$ -
5/16/2025	County Attorney	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	DPW	1st Assistant County Attorney (1126)	Terwilliger	O	\$ 117,025.00	\$ 117,025.00	5/19/2025	Diekey	\$116,000.00	\$ (1,025.00)	\$ (1,025.00)
5/21/2025	DPW	Building Maintenance Worker # 2 (2142)	Williams	RS	\$ 45,751.00	\$ 45,751.00	6/2/2025	Franzoni	\$45,751.00		
5/21/2025	DPW	MEO (L) # 2 (1239)	Hayes	PR	\$ 65,908.00	\$ 48,826.00	5/27/2025	Webb	\$55,066.00	\$ 6,240.00	(10,842.00)
5/21/2025	IT	Computer Help Desk Tech II # 5 (2835)	N/A	O	N/A	\$ 66,038.00	6/2/2025	Shepard	\$66,038.00		
5/2/2025	Social Services	Caseworker # 19 (1669)	Missita	PR	\$ 68,753.00	\$ 57,270.00	6/9/2025	Halley	\$57,270.00	\$ -	(11,483.00)
5/28/2025	Social Services	Intake Clerk # 1 (1723)	Harvey	PR	\$ 41,409.00	\$ 40,729.00	vacant				(41,409.00)
6/5/2025	Social Services	Caseworker # 41 (2742)	Gregory	RS	\$ 58,844.00	\$ 57,270.00	vacant				
6/12/2025	DPW	MEO (L) # 6 (1259)	Janos	PR	\$ 44,418.00	\$ 48,826.00	vacant				
6/12/2025	Workforce Development	Job Coach- Temp (2719)	Tucker	O	\$ 43,660.00	\$ 43,660.00	6/16/2025	Vachon	\$43,660.00	\$ -	\$ -
									<b>Total:</b>	<b>\$134,201.00</b>	<b>(127,865.00)</b>

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

***RESOLUTION REQUEST FORM NO. 10***

***Request for Transfer of Funds***

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

**DEPARTMENT NAME:** CLERK OF THE BOARD

**SIGNED:**

**DATE:** JUNE 27, 2025

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

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions	A.5630 470	Mass Transportation, Contract	\$45,000.00

**Please state reason for transfer request:**

to fund CDTA 18B payments which were not budgeted for in 2025

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

## ***RESOLUTION REQUEST FORM NO. 13***

### ***Request to Increase or Decrease Salary of Non-Union Position***

**DEPARTMENT NAME: Warren County Public Defender's Office**

**DATE: 6/24/2025**

- (a) Employee Name, Title and Employee No.:  
**Assistant Public Defender (3) - VACANT**
- (b) Current Annual **Base** Salary (and Grade if Applicable):  
**\$117,024**
- (c) Former Annual **Base** Salary (and Grade if Applicable):  
**\$84,865**
- (d) Effective Date for Salary Change\*:  
*\*Please do not backdate request unless the purpose is to correct an error*  
**07/21/2025**
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?  
List Budget Code (with title), Object Code (with title), and Amount:  
**A.1171.4214 110 & associated fringe (**
- (f) Is a Budget Transfer needed?  YES  NO  
If yes, please complete Resolution Request Form No. 10 – Transfer of Funds  
If no, please provide details on how the increase will be funded within the current budget:
- (g) Is there expected revenue from this position?  YES  NO  
If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue
- (h) Justification of Request:  
**To recruit, hire, and retain an experienced Family Court Attorney who has expertise in DSS child neglect and removal cases.**

**WARREN COUNTY PUBLIC DEFENDER'S OFFICE**  
**NOTICE OF VACANCY**

**ASSISTANT PUBLIC DEFENDER – FAMILY DEFENSE PRACTICE**

The Warren County Public Defender's Office has an opening for an Assistant Public Defender ("APD") to engage primarily in family defense work. This APD will represent indigent parents, guardians, and caretakers who are named respondents in family court proceedings in Warren County. This APD will handle cases brought pursuant to various articles of the Family Court Act, including but not limited to custody petitions and modifications, establishment of paternity, child support matters, family offenses, determination of visitation schedules, custodial relocations, and terminations of parental rights. This attorney will conduct initial intake meetings with eligible clients, engage in factual investigation and legal research, employ motion practice, and litigate hearings and trials in Family Court. This position is supervised by the Public Defender and the Senior Family Court APD, who will provide guidance and mentorship in navigating family court practice. The attorney will also enjoy extensive flexibility to exercise independent judgment in crafting legal strategies for zealous client advocacy.

**BENEFITS:** 11 paid holidays, sick time, personal days, 10 days' vacation, health insurance, pension, retirement plan, potential for Public Service Loan Forgiveness (PSLF), Continuing Legal Education (CLE) courses, and bi-annual renewals of NY law license.

**RESIDENCY REQUIREMENTS:** At time of appointment, candidate must EITHER be a resident of Warren County, OR of a county contiguous to Warren.

**TYPICAL WORK ACTIVITIES:**

- Represent and advise respondents at every stage of family court proceedings;
- Develop and maintain full family court client caseload;
- Prepare for and litigate hearings and trials in Family Court, including emergency hearings seeking family reunification where appropriate;
- Draft, file, and argue written motions seeking increased visitation, family reunification, and achievement of other client goals;
- Collaborate with other APDs and PD support staff to provide wholistic services and comprehensive legal assistance to clients who may be entwined in both criminal and family court proceedings simultaneously, and who may require specialized services;
- Meet regularly with supervisor to review case files and discuss strategies;
- Attend regular trainings and legal education courses to build litigation skills and develop substantive knowledge;
- Maintain consistent and open lines of communication with clients to ensure they are working towards goals which will help achieve their desired case outcomes; and
- Confer with Family Court judges, court attorneys, opposing counsel, and attorneys for the child to negotiate mutually agreeable settlement arrangements where appropriate.

**QUALIFICATIONS:**

- License to practice law in the State of New York at time of appointment;
- Strong desire to advocate on behalf of clients facing family separation;
- Exceptional interpersonal skills and willingness to work with clients in heightened emotional states;
- Excellent oral and written communication skills;
- Able to work collaboratively with interdisciplinary staff members within the Public Defender's Office and other County agencies where required;
- Capable of working independently, with the benefit of senior advisement and mentorship;
- Proficient at working in high stress environment, able to multitask, and maintain flexibility; and
- Possess strong organizational skills and the ability to manage a high-needs caseload, including the ability to prioritize tasks where requests and deadlines are often on short notice.

Interested candidates may submit a cover letter, resume, and list of references to:

Gregory V. Canale, Esq.  
Warren County Public Defender  
c/o Erin K. Komon, Esq.  
Warren County Public Defender's Office  
1340 State Route 9  
Lake George, New York 12845  
[komone@warrencountyny.gov](mailto:komone@warrencountyny.gov)

*Warren County is an Equal Opportunity / DEI Employer*

**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 CLERK**

**DATE: JUNE 27, 2025**

(a) Purpose of Request:

**Amend Table of Organization to fund Senior Legal Recording Clerk position (Grade 12 - \$51,890) and unfund the Legal Recording Clerk position (\$47,800)**

(b) Details:

**The Senior Legal Recording Clerk position was created, but not funded, in the 2025 Budget. This position will provide essential support to the Principal Legal Recording Clerk and provide for a clear path of succession for employees. This position has the potential to contribute increased revenues through enhanced criminal search services & would be a valuable investment in the office's efficiency and effectiveness**

(c) Previous Resolution Number:

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

**A.1410 110**

**Note: No additional monies are needed for this action in 2025 - funds are available within the existing salary lines due to vacancies**

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

\* as listed in budget and LOGOS

**SENIOR LEGAL RECORDING CLERK**

**DISTINGUISHING FEATURES OF THE CLASS:** This is a complex position requiring demonstrated understanding of the duties, responsibilities and services of the Office of the County Clerk. The incumbent will have specialized knowledge of the processes necessary for the recording and filing, indexing and imaging of documents and legal instruments relative to real property and civil court proceedings in the office of the County Clerk, including e-recording as set forth by Ch 549 Laws of NY 2011 and be knowledgeable of applicable fees and taxes. It is a supervisory position requiring oversight of the processing of documents by subordinates and includes resolving problem transactions, training of subordinates, and coordinating of office work activities. Duties are performed independently. Serves under the County Clerk/Deputy. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative only)

Oversees the processing of all real property recordings and the filing of civil action proceedings and legal/miscellaneous instruments as presented to the Clerk's Office: includes acceptance criteria, reviews for accuracy/completeness, fee calculation; specializes in overseeing fee transactions and court dockets; assists in computerized system conversions: fee/court indexing and imaging;

Implements, oversees and processes electronic recordings and/or electronic filings as set forth by Ch.549 Laws of New York 2011 (effective 2012);

Assigns work activities to subordinates to ensure timely processing of all transactions according to statutory requirements; prioritizes and rotates selected work activities; adjusts staff scheduling to meet needs of office and public;

Assists subordinates in resolving problematic transactions; oversees correction of recording, filing and fee collection errors on the document and on the computer system; addresses recording or filing problems in a timely and expeditious manner; serves as liaison with other supervisory personnel within the department to ensure accuracy of the recording/filing process;

Provides orientation and training to new employees and in-service training to current staff; interprets agency policy and procedures; informs staff of revisions/updates/changes in recording, filing, and procedural mandates and ensures office compliance of same; responds to requests by staff/public for additional information or clarification of recording process;

Evaluates work performance of probationary employees and subordinates on a periodic basis; participates in new hire interview process; advises Clerk of potential personnel problems or issues that would prove disruptive to the workplace; participates in periodic supervisory and office staff meetings; attends professional meetings, workshops, and conferences as a representative of the office;

Assists Clerk in developing office procedures and guidelines, training manuals, and forms; corresponds by telephone or in writing with law offices, title, banking, mortgage companies and State agencies; oversees timely return of rejected documents; completes informational surveys submitted to office by State/National organizations and agencies;

Provides necessary documentation for independent or State audits, monthly, semi-annual, annual reports;

Performs all duties specific to the office including: processing of real property recordings, court and miscellaneous records filing, in-office and electronic submission; fee calculation & collection; operation of fee transaction and court indexing computer systems; generation of daily or periodic reports; verification of entries into court register; certification, authentication and notarization of documents; passport acceptance and processing; services pistol permit applicants; arranges for equipment or system maintenance or repair.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

Demonstrated knowledge of real property terminology and recording procedures;

Demonstrated knowledge of court case proceedings, filing structure, legal terminology;

Working knowledge of business arithmetic and English;

Proficient in department computer system, computerized cashiering, keyboard entry, and typing;

Proficient in clerical functions/office record-keeping: organization, filing, sorting, distribution, proofreading, accurate transfer information from one document/media to another;

Ability to administer written and oral instructions and procedures;

Ability to deal effectively with staff;

Ability to deal effectively with the public with tact and courtesy;  
Physical condition commensurate with demands of the position.

**MINIMUM QUALIFICATIONS:**

- A) Paralegal degree and two (2) years of experience working with legal instruments and land records in a law office, abstract/title company, real estate office, lending institution, government real property, legal or court office; or
- B) Graduation from high school or possession of a high school equivalency diploma and four (4) years of experience working with legal instruments and land records in a law office, abstract/title company, real estate office, lending institution, government real property, legal or court office.

**NOTE:** Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

***RESOLUTION REQUEST FORM NO. 11******Request to Create New Position*****DEPARTMENT NAME: DPW - Solid Waste****DATE: 6-24-25**

- (a) Title of Requested Position: Motor Equipment Operator - Medium
- (b) Annual **Base** Salary (and Grade if Applicable): \$51,890 Grade 12
- (c) Effective Date for New Position:\* July 18, 2025  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department=s Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable): Auto Mechanic \$72,740 Grade 14
- (e) Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount: A. 1628 110
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.) Yes
- (g) Is this a mandated position? If so, please explain: No
- (h) Is there expected revenue from this position? If so, please explain: No

## MOTOR EQUIPMENT OPERATOR (MEDIUM)

**GENERAL STATEMENT OF DUTIES:** Operates one or more types of medium size automotive equipment and performs a variety of manual tasks in connection with such operation; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** These duties involve responsibility for the safe and efficient operation and care of moderately complex motor equipment in the performance of assigned tasks. Effectively works as an individual or as a member of a crew and coordinates efforts with other employees as appropriate. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment. The work is usually performed under general supervision.

**EXAMPLES OF WORK:** (Illustrative only)

Operates a ten-wheel truck in connection with the hauling of material for road construction and repair;  
Operates front end loader, roller of similar road construction machinery on construction and maintenance projects;  
Operates a snow plow or related snow removal equipment;  
Performs minor mechanical repairs on automotive equipment;  
On assignment operates bulldozer, grader, shovel or other heavy automotive equipment;  
Services assigned vehicle and maintains it in clean condition;  
Loads and unloads trucks;  
May perform a variety of simple manual tasks, such as cleaning culverts, shoveling snow, painting and road maintenance work;  
Responds after normal working hours to emergency situations and during snow and ice events.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:** Good knowledge of the operation of trucks, tractors and other types of automotive equipment; ability to understand and carry out simple oral and written instructions; industry; dependability; good physical condition.

**ACCEPTABLE EXPERIENCE AND TRAINING:** One year of experience in the operation of motorized construction equipment.

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:** Eligibility for an appropriate New York State Class A or B license with air brake endorsement. Possession at time of appointment.

**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: Treasurer**

**DATE: June 25, 2025**

- (a) Purpose of Request: **Authorizing the Chair of the Personnel, Administration & Higher Education Committee and the County Administrator to negotiate award vacation leave allowance for the incoming Deputy Treasurer.**
- (b) Details: **Authorize the Chair of the Personnel, Administration & Higher Education Committee and the County Administrator to negotiate, and then to authorize, such additional vacation allowances for the incoming Deputy Treasurer notwithstanding the amounts authorized in the Warren County out-of-unit Employee Benefits Policy.**
- (c) Previous Resolution Number: **Resolution #464 of 2021**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **A.1325 110 County Treasurer, Salaries - Regular**  
**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 ATTORNEY**

**DATE: 6/27/2025**

- (a) Purpose of Request: **To approve updated "Warren County Intern & Volunteer Policy and to rescind resolution 235 of 2021 entitled "Warren County Volunteer Policy and Procedure" and resolution 498 of 2021 entitled "Warren County Intern Policy."**
- (b) Details: **Proposed policy consolidates and simplifies prior policies which governed interns and volunteers from 23 pages to 4 pages updated requirements and adds "Participant Agreement, Indemnification and Risk Acknowledgement."**
- (c) Previous Resolution Number: **R. 235/2021 & 498/2021.**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **None.**

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

\* as listed in budget and LOGOS

## Warren County Intern and Volunteer Policy

### I. PURPOSE

The purpose of this policy is to ensure a safe, healthy, productive and efficient work environment for employees, community members, volunteers and interns and the public served when conducting County business. This policy serves as the foundation for career exploration, mentorship and job shadowing opportunities, intern and volunteer opportunities within County operations and shall be supplemented by specific departmental protocols as may be needed for federal and state regulatory licensing.

### II. DEFINITIONS

**Affiliate Intern Organization:** A technical program, educational institution, and/or certified training program contracting with the County to place individuals enrolled in their programming within County operations.

**County:** The County of Warren.

**County Ethics Legislation:** The Warren County Ethics and Disclosure Law adopted by the Warren County Board of Supervisors.

**County Vehicle:** A vehicle owned, rented or leased by the County of Warren for official county business.

**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 engages in negotiations on behalf of its members.

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

**Intern:** A student or trainee aged fourteen (14) and above who works with or without pay for the County as a member of a technical program, educational institution, and/or certified training program.

**Internship:** An opportunity given to an intern within the County's operation to gain work experience or to satisfy the requirements of a license or designation. The County internship opportunity may be paid or unpaid depending upon available funding.

**Job Shadowing:** A learning experience sponsored by the County where a County employee provides the opportunity for an individual to follow an employee within their workplace to gain insight into a specific job or function.

**Mentorship:** An opportunity that pairs a County employee taking on the responsibility as a mentor with an individual seeking guidance and support to foster personal and professional growth.

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

**Sensitive Information:** Any personal identifiable information collected by the County for a stated purpose in which the risk of identity theft is present.

**Supervisor:** A person within the County 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.

**Volunteer:** An individual who freely offers their services to take part in an enterprise on behalf of an organization.

**Work Experience Program:** 18 CRR-NY 385.9 defined work experience in the public sector or non-profit sector as determined by a County Social Services Official as defined by 18 NYCRR § 385.9, (including work associated with refurbishing publicly assisted housing) if sufficient private sector employment is not available as determined by a County Social Services Official. The maximum number of hours a recipient or applicant may be required to engage in this activity is limited to the number which equals the amount of assistance payable with respect to the public assistance household of such individual (inclusive of the value of food stamps received by the public assistance household of such individual, if any) divided by the higher of (i) the Federal minimum wage, or (ii) the State minimum wage. The limitation of the number of hours of work experience to which a participant may be assigned is a calculation of allowable hours in a work activity and does not mean that such participant is receiving a wage for the performance of such activities. The participant is not working off the grant but is engaged in work activities as an element of his/her plan to become self-sufficient.

**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.

### III. POLICY PROTOCOLS

Individuals provided with opportunities within the County under this policy shall be required to adhere to policies and procedures adopted by the County Board of Supervisors, Department specific requirements, and federal and state regulatory requirements. Department Heads implementing this policy within their respective departments shall be responsible for the management and supervision of individuals placed within their departments. Individuals accepted into County career exploration, mentorship and job shadowing opportunities, interns and volunteers shall not be used as replacements for County employees and their duties. Unless specifically stated, these individuals shall not be considered as "employees" of the County and shall not be given benefits associated with employee status with the exception of NYS Statutory Workers Compensation for the services they are rendering as covered under this policy.

#### A. Community Members Provided Career Exploration, Job Shadowing and Mentorship Opportunities:

The County shall provide career exploration, job shadowing, and mentorship opportunities to members of the community as may be available. Placement shall be at the discretion of the Department Head. Career exploration, job shadowing and mentorship opportunities provided by the County shall be considered temporary and require continuous supervision within the County workplace. These individuals shall be required to execute a ***"County of Warren, NY Participant, Indemnification and Risk Acknowledgement"*** attached to this policy as **Exhibit A** PRIOR to any County placement.

#### B. Interns (Replaces Warren County Intern Policy Resolution 498 of 2021)

Intern positions shall only be established after an agreement, insurance and appropriate student waivers have been executed as required by the County Attorney's Office. Internships within the County shall be permitted under the following terms and conditions:

1. Interns must be a recognized member of an affiliate technical program, educational institution, and/or certified training program organization.
2. Internship career path program opportunities utilizing multiple County departments shall be coordinated with the County Administrator's Office.

3. The Chairman of the Board of Supervisors shall be authorized to execute Affiliate Intern Organization Agreements and required waivers in a form approved by the County Attorney.
4. Interns participating in a County internship opportunity shall be required to complete and execute County documentation including but not limited to an Internship application, and County hold harmless and indemnification agreements.
5. Department Heads and/or their designees shall be responsible for the interns assigned to their departments including mandated County Trainings, applicable Department training and regulatory requirements, timekeeping and affiliate documentation for intern credit and experience.
6. Department Heads and/or their designee must preapprove any business expenditures to be incurred by an intern.

### C. Work Experience Program Participants

County provided work experience as approved and agreed upon between the Department of Social Services and the "sponsor" or the applicable department. WEP participant assignments shall only be established after an agreement has been executed and require continuous supervision within the County workplace. The maximum number of hours a recipient or applicant may be required to engage in this activity is limited to the number which equals the amount of assistance payable with respect to the public assistance household of such individual (inclusive of the value of food stamps received by the public assistance household of such individual, if any) divided by the higher of (i) the Federal minimum wage, or (ii) the State minimum wage. The limitation of the number of hours of work experience to which a participant may be assigned is a calculation of allowable hours in a work activity and does not mean that such a participant is receiving a wage for the performance of such activities. The participant is not working off the grant but is engaged in work activities as an element of his/her plan to become self-sufficient. These participating in this program shall be required to execute a ***"County of Warren, NY Participant, Indemnification and Risk Acknowledgement"*** attached to this policy as **Exhibit A** PRIOR to any County placement and fulfill the County's requirements for temporary employment.

### D. Volunteers (Replaces Warren County Volunteer Policy and Procedure R235 of 2021)

A volunteer shall apply and once approved, be enrolled and provided training on County policies and procedures prior to the performance of any volunteer assignment. Department head and/or their designee shall be responsible for volunteers assigned to their department.

Volunteer opportunities within the County shall be permitted under the following terms and conditions:

1. Volunteers under the age of sixteen (16), fulfilling requirements for community service, must be accompanied by a parent, guardian or teacher.
2. Volunteers aged sixteen (16) to seventeen (17) are subject to pertinent labor laws for their volunteer placement within County operations.
3. The County shall accept the services of all volunteers with the understanding that it is at the sole discretion of the County.
4. Department Heads and/or their designees shall be responsible for volunteers assigned to their departments including mandated County training, applicable Department training and regulatory required training, and timekeeping.
5. Department Heads and/or their designee must preapprove any business expenditures to be incurred.
6. A volunteer may, at any time, for whatever reason, decide to discontinue their relationship with the County. Notice of such a decision should be communicated as soon as possible to the volunteer's supervisor.
7. In certain cases, and as appropriate for the protection of clients, volunteers given certain County assignments may be asked to submit to a criminal background check. Volunteers who do not agree to the requested background check may be refused a volunteer assignment within County operations.
8. In cases where volunteers will be working with clients with health difficulties or the assignment has physical

requirements necessary for the performance of an assigned task, a health screening procedure may be required to ascertain the ability of the volunteer to safely perform those tasks.

9. Volunteers shall be required to execute a **“County of Warren, NY Participant, Indemnification and Risk Acknowledgement”** attached to this policy as **Exhibit A** PRIOR to any County placement.
10. Volunteers provided the privilege of operating a County vehicle in the course of their volunteer service to the County shall be governed under the terms and conditions of the **County Vehicle Use Policy**.

#### **E. Volunteer Injuries in the Course of Service**

The County does not carry or maintain health, medical or disability insurance for any volunteer. However, Warren County Local Law No. 4 of 2005 may provide limited assistance with the payment of medical bills incurred by Volunteers because of injuries sustained by accidents while volunteers are working within the scope of duties. If a volunteer is injured during their assigned service to the County, they should immediately notify their supervisor and complete and return to their supervisor the “Visitor, Volunteer, or Other Non-employee Incident Report” provided to them.

**County of Warren, NY**  
**Participant Agreement, Indemnification and Risk Acknowledgement**

In consideration of the services of the County of Warren, NY and its agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf ("the County"), and in consideration of my participating in the \_\_\_\_\_ event sponsored by \_\_\_\_\_ ("\_\_\_\_\_"), I now agree to release and discharge the County and \_\_\_\_\_, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that \_\_\_\_\_ entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
  - a. Nature of the activity I am participating in;
  - b. Latent/apparent defects or conditions in equipment or property supplied by the County or the program;
  - c. Use of property by myself, others or equipment supplied by The County or the program;
  - d. Acts of other participants in this activity, employees or agents of The County or the program;
  - e. My own physical condition or acts or omissions;
  - f. Conditions of County facilities, surrounding property and accidents connected with their use; AND
  - g. First Aid emergency treatment or other services provided if I am injured.
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participation in this activity is purely voluntary and I elect to participate despite these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the County and \_\_\_\_\_, from any and all claims, demands, or causes of action which are in any way associated with this activity or my use of County equipment or facilities, including any such claims which allege negligent acts or omissions of The County or \_\_\_\_\_.
4. Should the County or \_\_\_\_\_ or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless the County and \_\_\_\_\_ or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I may cause or suffer while participating.
6. I further certify that I have no medical or physical condition which would or could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against the County or \_\_\_\_\_, based on any such claim or claims from which I have released them herein. I have had sufficient opportunity to read this entire document.

**I certify that I am eighteen (18) years of age or older and that I have read and understood it and agree to be bound by its terms and conditions.**

**Signature of Participant:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Emergency Contact/Tel. No.:** \_\_\_\_\_

***A Parent/Guardian's Signature shall be required for all participants under the age of eighteen (18):***

**Signature of Parent/Guardian:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

***RESOLUTION REQUEST FORM NO. 3***  
***Request for New Contract***

**DEPARTMENT NAME: COUNTY ATTORNEY'S OFFICE**

**DATE: June 27, 2025**

- (a) Is this a Result of a Bid or Request for Proposal? **No. Authorized by County Law § 501 & Warren County Purchasing Policy, Section II, C(1)(e) (Legal Services approved by Finance Committee)**
- (b) Purpose of Contract: **Legal Representation and Consultation in County Labor Matters**
- (c) Name of Contractor: **Bartlett Pontiff Stewart Rhodes P.C.**
- (d) Address of Contractor: **One Washington Place, Glens Falls, New York 12801**
- (e) Contractor's Contact Person and Telephone Number: **J. Lawrence Paltrowitz, (518)792-2117**
- (f) Has or will the Contract be provided, if so, please attach: **See attached**
- (g) Commencement Date of Contract: **January 1, 2026**
- (h) Termination Date of Contract: **December 31, 2026, with option to renew for two (2) additional one-year terms, with a 3.5% increase in 2027 and 3.4% increase in 2028.**
- (i) Payment Provisions: i) lump sum amount  
 ii) hourly rate amount **For legal services outside scope of monthly retainer, charged at \$250 per hour for principals/\$200 per hour for associate attorney/\$150 per hour for paralegal time**  
 iii) total amount not to exceed **\$51,600.00 for fixed fee for 2026 (2012-2024 fixed fee = \$45,000)**  
 iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **MONTHLY**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.1420 440 County Attorney, Legal/Transcript 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

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 ROBERT S. McMILLEN  
 RETIRED  
 RICHARD J. BARTLETT  
 1926-2015  
 PAUL E. PONTIFF  
 1930-2021  
 ROBERT S. STEWART  
 1932-2001  
 PHILIP C. MCINTIRE  
 1943-2025

SERVICE BY E-MAIL, FAX OR OTHER FORMS OF ELECTRONIC COMMUNICATION  
 NOT ACCEPTED

June 10, 2025

Larry Elmen, Esq.  
 Warren County Attorney  
 1340 State Route 9  
 Lake George, New York 12845

Re: Legal Services for Labor Matters and Consultant Matters

Dear Larry:

I am pleased that Warren County would like to continue to retain our law firm to provide legal services in connection with labor matters and consultant matters for 2026 and two additional one-year terms. This engagement letter is intended to explain the scope of the services we have agreed to perform, the fees to be charged together with our billing practices, and the County's rights with regard to any disputed fees.

We are engaged to provide legal services to Warren County in connection with all labor matters and certain consultant matters. We have not been retained to advise Warren County in other matters or other areas of law, and we will act only in connection with this matter in accordance with the terms contained herein unless otherwise instructed by you. I will be the primary attorney responsible for providing the services to Warren County.

For the basic services outlined herein, we would bill the sum of \$4,300 per month commencing January 1, 2026 and continuing through December 31, 2026 for the following legal services: 1) all labor relations matters, including any negotiations with any or all bargaining units, the handling of all grievances up to a demand for arbitration, all health insurance rate negotiations and health insurance plan design matters, any labor-related training, and any labor-related or health insurance advice, excluding any litigation or proceedings before an administrative agency, hearing officer, arbitrator, or the courts or Section 75 proceedings; and (2) consulting services relating to the general operations and legal matters of the Warren County attorney's office. Our firm will also bill for any costs or disbursements which we may incur on the County's behalf in connection with our representation.

Larry Elmen, Esq.  
Warren County Attorney

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Our costs and disbursements may include mileage and travel related expenses, postage, photocopying, and expert fees. For significant disbursements, we may require payment directly from the County to the vendor. For the first additional one-year term for 2027, our monthly fee would increase to \$4,450, and for the second additional one-year term for 2028, our monthly fee would increase to \$4,600. However, in the event there were any matters involving litigation or proceedings before an administrative agency, hearing officer, arbitrator or the courts, or Section 75 proceedings, our law firm would bill for such additional services at the rate of \$250 per hour for principal attorneys' time, \$200 per hour for associate attorneys' time, and \$150 per hour for paralegal time, or we would mutually agree on a separate flat fee for the particular matter at the time that it occurs.

While we seek to avoid any fee disputes with our clients, and rarely have such disputes, in the event such a dispute does arise, you are advised that Warren County has the right, at its election, to seek arbitration to resolve the fee dispute. In such event, we shall advise you in writing by certified mail that Warren County has 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and we shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both Warren County and this firm.

Please sign on the appropriate line below and return one signed original to me.

We look forward to the opportunity to continue to represent Warren County.

Sincerely,

BARTLETT, PONTIFF, STEWART  
& RHODES, P.C.

BY: 

J. Lawrence Paltrowitz

*Direct Line: (518) 832-6443*

*Direct E-mail: [jl@bpsrlaw.com](mailto:jl@bpsrlaw.com)*

I have read and understand the terms of  
the above letter, have received a copy and  
accept all of its terms.

Warren County

BY: \_\_\_\_\_

#850951

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

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

**DEPARTMENT NAME:** County Attorney

**DATE:** 6/27/25

- (a) Purpose of Contract Change: **To increase the not to exceed amount by \$13,700.00, retroactive to January 1, 2025.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **375 of 2024**
- (c) Name of Contractor: **New York State Industries for the Disabled, Inc.**
- (d) Address of Contractor: **11 Columbia Circle Drive, Albany, NY 12203**
- (e) Contractor's Contact Person and Telephone Number: **518-694-0255**
- (f) Commencement Date of Extension: **January 1, 2025**
- (g) Termination Date of Extension: **December 31, 2025, renewing annually upon mutual agreement of the parties, with a renewal term of no more than a 5% annual rate increase calculated after excluding any costs incurred to for postage rates with the United States Postal Service.**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$27,000.**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (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.1420 470 County Attorney, 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

**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: 6/27/25**

- (a) Purpose of Request: **Appropriation of funds from General Fund Unappropriated Surplus in the amount of \$11,734.47 to cover balance of February invoice from NYSID for mailing expenses for the tax foreclosure.**
- (b) Details: **The 2024 budget request of \$13,300 failed to include actual 2025 mailing expenses and did not account for more mailing being required due to the filing of the tax foreclosure lawsuit three (3) months earlier than in all prior years. The actual 2025 mailing expenses were assessed as additional legal charges against the properties which remained redeemed for anticipated future revenues equal to \$10,245.12.**
- (c) Previous Resolution Number: **375 of 2024**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **A.1420 470 County Attorney, Contract - \$11,734.47**

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

\* as listed in budget and LOGOS

## 2025 Warren County Insurance Reserve as of May 30, 2025

Claimant	Date of Incident	Location of Incident	Description of Incident	Responsible Dept	Amount of Damages	Check Cut Date	Status	DPW Reserve Balance	Sheriff Reserve Balance
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	\$24,207.71	
Shuler, Donald	25.03.02	14 Bayridge Drive, Queensbury	Front door damaged during response to call.	Sheriff	\$1,500.00	25.04.21	Closed		\$23,500.00
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	\$23,098.61	