

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

OCTOBER 30, 2025

Committee Members: *Wild, Driscoll, Etu, Maday, Bean, Patchett, 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. REQUEST FOR EXECUTIVE SESSION TO ADDRESS THE FOLLOWING AGENDA ITEMS:

- 3D) To provide an update on IT cybersecurity - pursuant to Public Officer's Law Section 105(1)(a), *matters which will imperil the public safety if disclosed*, and 108(3), *matters made confidential by Federal and State law*.
- 7A) To discuss collective negotiations, specifically regarding Memorandum of Agreement between Warren County and the Police Benevolent Association within the Sheriff's Office - Pursuant to Public Officer's Law Section 105(1)(e), *collective negotiations pursuant to Article Fourteen of the Civil Service Law*;
- 7B) To discuss collective negotiations, specifically regarding Memorandum of Agreement between Warren County and the Police Supervisor Benevolent Association within the Sheriff's Office - Pursuant to Public Officer's Law Section 105(1)(e), *collective negotiations pursuant to Article Fourteen of the Civil Service Law*;
- 8H) To engage in discussions of matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person concerning Warren County Planning Department - Pursuant to Public Officer's Law Section 105(1)(f).

V. ACTION AGENDA ITEMS:

1) SUNY Adirondack representatives to provide and 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) Requests/Items to be Discussed by the Director of Information Technology (Mike Colvin, Director):

- A) Request to authorize a new contract with New York State Office of Information Technology Services to participate in New York State SIEM Monitoring program effective upon execution and terminating three years after commencement of service.
- B) Request to appropriate \$20,000 from Budget Code A.895.00, *Computer Reserve Fund*, to the Sheriff's Budget to purchase computers and related equipment and software.
- C) Request to authorize the purchase of an additional line of insurance intended to insure the County in relation to IT assistance provided to towns under Shared Services Agreements.
- D) Request for an executive session to provide an update on IT cybersecurity - pursuant to Public Officer's Law Section 105(1)(a), *matters which will imperil the public safety if disclosed*, and 108(3), *matters made confidential by Federal and State law*.

4) Request/Item to be Discussed by the Clerk of the Board (Amanda Allen, Clerk of the Board):

Request for a transfer of funds in the amount of \$50,000 from Budget Code A.1990 469, *Contingent Account, Other Payments/Contributions*, to Budget Code A.1185 435, *Medical Examiners & Coroners, Medical Fees*, to cover the cost of autopsies for the remainder of the year.

5) Referral from the Criminal Justice, Public Safety & Emergency Services Committee (Chaired by Supervisor Geraci):
Probation (Bob Iusi, Director) -

Request to amend the Table of Organization and Salary Schedule to create the new position of Probation Officer Trainee #4, *Grade 16, Base Annual Salary \$57,270*, and unfund but retain the position of Probation Officer #14, effective November 24, 2025.

6) 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 Legal Recording Clerk, *Grade 7, Base Annual Salary \$45,751* and unfund but retain the position of Principal Legal Recording Clerk, *Grade 15, Base Annual Salary \$67,589*, effective November 24, 2025.

7) Requests/Items to be Discussed by the County Administrator (*John Taflan, County Administrator*):

- A) Request to authorize a Memorandum of Agreement between Warren County and the Police Benevolent Association within the Sheriff's Office for a term commencing January 1, 2026 and terminating December 31, 2029.
- B) Request to authorize a Memorandum of Agreement between Warren County and the Police Supervisor Benevolent Association within the Sheriff's Office for a term commencing January 1, 2026 and terminating December 31, 2029.

8) Requests/Items to be Discussed by the County Attorney (*Larry Elmen, County Attorney*):

Action Agenda/New Business Items:

- A) Request for resolution to approve and adopt policy for Americans with Disabilities Act Title II Services Dogs Within Workplace as recommended by the Warren County Risk and Safety Committee on October 16, 2025.
- B) Request for resolution to approve and adopt Policy for Children in the Workplace as recommended by the Warren County Risk and Safety Committee on October 16, 2025, to address the presence of children under fourteen (14) years of age within the County's workplace.
- C) Request to amend the agreement with Themis Solutions, Inc. (CLIO) to include automation application for legal document creation, referred to as "CLIO Draft," and to authorize up to two (2) additional one year terms.
- D) Request for appropriation of funds in the amount of \$250,000 to cover the final payment in the structured settlement in the matter of John David Smith v. Warren County, et al. to Budget Code A.6010 419, *Social Services, Settlements*, and to determine a source of funding for same.
- E) Request for resolution ratifying the actions of the Chair of the Board of Supervisors consenting to the Town of Queensbury serving as lead agency for SEQR review of the Woods at West Mountain Planned Resort Development project. Written consent deadline is November 14, 2025.

Discussion Items:

- F) Insurance Reserve Payment Report as of September 30, 2025: Report enclosed.
- G) Warren County Risk & Safety Manual
- H) Request for a motion to enter an executive session, per Public Officers Law § 105(1)(f), to engage in discussions of matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person concerning Warren County Planning Department.
- I) Request for a motion to enter 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:
 - 1. Lawsuits Without Insurance Coverage:
 - a) Michael Easterbrooks v. Schenectady County, et al, Albany County Index No. 907013-2021, filed August 10, 2021. Plaintiff died April 2025. Plaintiff's brother appointed administrator for Plaintiff's estate; Depositions ongoing; Mediation session scheduled for November 17, 2025.
 - b) 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 completed August 26, 2025.
 - c) 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 fully submitted on May 15, 2025. Awaiting Court Decision and Order.
 - d) 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 a single matter following court conference. No new activity.
 - e) 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.

2. Lawsuits Covered by Insurance:

- a) 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.
- b) 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 and discovery ongoing.
- c) 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.
- d) 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.
- e) 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.
- f) 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 completed. Depositions for two sheriff deputies completed. Third-party depositions pending.
- g) 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.
- h) Daniel S. Murray v. County of Warren, NDNY 9:25-cv-00622, filed May 16, 2025. Date of Loss: March 2025. Lawsuit alleged medical indifference, per Eighth Amendment to US Constitution for failure to timely replace lost hearing aids, and violations of the Americans with Disabilities Act and Rehabilitation Act. Initial appearances pending. Claim was tendered to Primecare by contractual agreement for defense and indemnification.
- i) Kristi Truesdell v. Gregory Canale, et al, NDNY 1:24-cv-01309, filed October 25, 2024 and Second Circuit Court of Appeals Case No. 25-2031. The lawsuit was filed by this pro se plaintiff claiming an inability to pay the filing fees required and alleging that members of the Public Defender's Office violated her legal rights under 42 U.S.C. 1983 discriminating against her by failing to appoint counsel for her in a Family Court matter involving her parents. The District Court completed a sua sponte review of the complaint and dismissed all claims against the named County employees working for the Public Defender's Office. When Plaintiff filed a notice of appeal, the County was notified of the appeal, the matter was submitted to the County's insurance carrier, and legal counsel was assigned by Travelers. Plaintiff must perfect her appeal by filing the documents required by the Federal Court of Appeals.
- j) Nicholas Oudekerk v. CO Green, NDNY 9:25-cv-01115, filed September 4, 2025, served October 10, 2025. The lawsuit alleges a violation of an incarcerated person's civil rights under 42 USC § 1983 during a Glens Falls City Court proceeding after the presiding judge adjourned the matter and while being escorted, in restraints, to the holding room in the courtroom. Plaintiff alleges that his arm was pulled by the transporting corrections officer and that it hurt. The Federal District Court dismissed all other claims against Warren County, prior to the lawsuit being served upon the County.

3. Notice of Claims & Administrative Complaints:

- a) 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.
- b) 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.

- c) Notice of Claim served January 24, 2025. Tyson Poulos alleges malicious prosecution and denial of right to fair trial, to include negligent hiring, supervision, retention and training of various employees of the County and its departments.
- d) Notice of Claim served June 12, 2025. Ryan Brower, an incarcerated person at the Warren County Correctional Facility, alleges unlawful release of medical records in violation of HIPAA. Claim was tendered to Primecare by contractual agreement for defense and indemnification.
- e) Notice of Claim served July 9, 2025. Eric Larkin, an incarcerated person at the Warren County Correctional Facility, alleges negligence claims regarding medical treatment received during his stay at the county jail. Claim was tendered to Primecare by contractual agreement for defense and indemnification.
- f) Notice of Claim served July 21, 2025. Estate of Dylan Calabrese claims the wrongful death of decedent was caused by the negligence of the County of Warren and Town of Queensbury on April 24, 2025 when decedent was operating a motorcycle on Quaker Road traveling eastbound. Decedent approached the intersection of Lafayette Street in the Town of Queensbury and proceeded into the intersection. The notice of claim alleges that decedent's motorcycle was struck by the vehicle operated by Roger Burdo who was traveling westbound on Quaker Road and executing a left hand turn onto Lafayette Street.
- g) Notice of Claim, served July 21, 2025. Darcy L. Williams claims ongoing civil rights violations, ADA noncompliance, Family Court retaliation, disability discrimination, DSS misconduct and other unclassified causes of harm to her and her children related to conduct by the Department of Social Services, Warren County Sheriff's Office and Family Court of the State of New York-Warren County.
- h) Notice of Claim, served September 10, 2025. Brian K. Bagley claims an unlawful seizure and wrongful conversion of property along with the arbitrary euthanasia of his companion animal on July 2025. Claim was reported to Travelers for coverage and was closed due to no observed County liability.

VI. PENDING ITEMS:

No Items this Month.

VII. Privilege of the Floor/Public Comment

VIII. 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	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				
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	7/7/2025	Woodard	\$45,751.00	\$ -	\$ (1,379.00)
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	9/22/2025	Kelley	\$58,760.00	\$ 7,568.00	\$ -
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	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	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	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	6/2/2025	Clickner	\$52,270.00	\$ (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	Seigfried	\$48,826.00	\$ -	\$ (6,922.00)
4/23/2025	Purchasing	Purchasing Assistant (2276)	Biddiscombe	RS	\$ 46,431.00	\$ 45,751.00	6/23/2025	Allen	\$45,751.00	\$ -	\$ (680.00)
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	\$ -	\$ -

* (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
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)
5/7/2025	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	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	Sheperd	\$66,038.00		
5/2/2025	Social Services	Caseworker # 19 (1669)	Missita	PR	\$ 68,753.00	\$ 57,270.00	6/9/2025	Haley	\$57,270.00	\$ -	(11,483.00)
5/28/2025	Social Services	Intake Clerk # 1 (1723)	Harvey	PR	\$ 41,409.00	\$ 40,729.00	7/14/2025	Beattie	\$40,729.00	\$ -	(680.00)
6/5/2025	Social Services	Caseworker # 41 (2742)	Gregory	RS	\$ 58,844.00	\$ 57,270.00	7/28/2025	Kestner	\$57,270.00	\$ -	(1,574.00)
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	\$ -	\$ -
7/7/2025	Social Services	SWE # 15 (1718)	Lehrer	O	\$ 40,921.00	\$ 47,384.00	9/29/2025	Gulick	\$47,384.00	\$ -	6,463.00
7/7/2025	Social Services	Caseworker # 33 (2080)	Nevergreen	RS	\$ 57,270.00	\$ 57,270.00	9/2/2025	Hertzner	\$57,270.00		
6/27/2025	DPW	MEO (M) # 3 (1253)	Norton	O	\$ 58,811.00	\$ 51,890.00	6/30/2025	Webb	\$58,130.00	\$ 6,240.00	(681.00)
7/2/2025	Public Defender	Legal Clerk I (2664)	Bolton	RS	\$ 42,126.00	\$ 42,126.00	7/2/2025	Karp	\$42,126.00	\$ -	\$ -
7/8/2025	DPW	Highway Construction Supervisor # 2 (2391)	Converse	PR	\$ 57,832.00	\$ 60,920.00	7/9/2025	Blydenburgh	\$70,764.00	\$ 9,844.00	12,932.00
7/11/2025	Social Services	Secretary (2270)	Beattie	O	\$ 40,729.00	\$ 40,729.00	8/18/2025	Celeste	\$40,729.00		
7/16/2025	Clerk of the Legislative Board	Legislative Office Specialist (2372)	Ganotes-Gleason	O	\$ 53,652.00	\$ 49,615.00	7/16/2025	Lovelace	\$53,652.00	\$ 4,037.00	\$ -
7/17/2025	Human Resources	Civil Service Assistant- Temp (2594)	Palmer	RS	\$ 53,599.00	\$ 52,219.00	7/22/2025	Green	\$52,219.00	\$ -	\$ (1,380.00)
7/21/2025	Social Services	Caseworker # 9 (1653)	Terry	RS	\$ 57,270.00	\$ 57,270.00	9/8/2025	Russell	\$57,270.00		
7/21/2025	Social Services	Community Services Worker # 3 PT (2829)	Kestner	PR	\$ 23,692.00	\$ 47,384.00	vacant				
7/22/2025	DPW	Building Maintenance Worker # 11 (1193)	Tyrell	RS	\$ 47,827.00	\$ 45,751.00	7/28/2025	Colpas	\$45,751.00	\$ -	\$ (2,076.00)
7/24/2025	Public Defender	Law Intern # 2 (2760)	Cartmell	PR	\$ 74,865.00	\$ 77,111.00	7/31/2025	Kurd	\$77,111.00	\$ -	\$ 2,246.00
8/4/2025	Treasurer	Deputy Treasurer (1090)	Lynch	RT	\$ 130,604.00	\$ 116,472.00	8/5/2025	Stark	\$116,472.00	\$ -	\$ (14,132.00)
8/5/2025	DPW	MEO (M) # 32 (2831)	N/A	O	N/A	\$ 51,890.00	vacant				
8/5/2025	DPW	Construction Specialist I (2626)	N/A	O	N/A	\$ 77,225.00	8/11/2025	Johnson	\$79,542.00	\$ 2,317.00	
8/14/2025	Social Services	Caseworker # 16 (1670)	Herrington	RS	\$ 57,951.00	\$ 57,270.00	9/22/2025	Koopmann	\$57,270.00	\$ -	\$ (681.00)
8/15/2025	Real Property	Director of Real Property (1102)	Delurey	RT	\$ 96,422.00	\$ 79,542.00	9/27/2025	MacEwan	\$91,244.00	\$ 11,702.00	\$ (5,178.00)
8/19/2025	Social Services	Caseworker # 26 (1705)	Rauf-Nomaw	RS	\$ 57,270.00	\$ 57,270.00	10/8/2025	Huggins	\$57,270.00	\$ -	\$ -
8/19/2025	Social Services	Principal Account Clerk (1688)	Mammone	PR	\$ 61,566.00	\$ 50,497.00	10/6/2025	Merrill	\$51,179.00	\$ 682.00	\$ (10,387.00)
8/22/2025	Countryside	Laundry Worker-PT (2611)	Dzierba	RS	\$ 38,499.00	\$ 38,499.00	vacant			\$ -	\$ -
8/27/2025	DPW	Auto Mechanic # 7 (1278)	Blydenburgh	RS	\$ 55,085.00	\$ 54,405.00	9/11/2025	Kuzmiak	\$54,405.00	\$ -	\$ (680.00)
9/2/2025	DPW	Cleaner # 6 (2143)	Duval	RS	\$ 38,499.00	\$ 38,499.00	9/8/2025	Boya	\$38,499.00	\$ -	\$ -
9/4/2025	Public Defender	13th Assistant Public Defender (2813)	Hladik	RS	\$ 99,318.00	\$ 99,318.00	8/28/2025	Greenhalgh	\$99,318.00	\$ -	\$ -
9/5/2025	Real Property	Deputy Director of Real Property (1103)	MacEwan	PR	\$ 71,602.00	\$ 64,296.00	vacant			\$ -	\$ -
9/10/2025	Social Services	SWE # 8 (1712)	Kelley	PR	\$ 54,366.00	\$ 47,384.00	vacant			\$ -	\$ -
9/15/2025	Human Resources	Civil Service Assistant- Part time (2568)	Jones	RS	25.1052/hr	25.1052/hr	9/15/2025	Green	25.1052/hr	\$ -	\$ -
9/23/2025	Social Services	Caseworker # 25 (1656)	Moreno	RS	\$ 57,951.00	\$ 57,270.00	10/6/2025	Marks	\$57,270.00	\$ -	\$ (681.00)
9/25/2025	Social Services	Caseworker # 29 (1671)	Moore	RS	\$ 65,766.00	\$ 57,270.00	9/29/2025	Fisher	\$57,270.00	\$ -	\$ (8,496.00)
10/1/2025	Treasurer	Senior Account Clerk # 4 (1086)	Wood	RS	\$ 45,751.00	\$ 45,751.00	10/6/2025	Thompson	\$45,751.00	\$ -	\$ -
10/1/2025	DPW	HEO # 6 (1241)	Tyrell	RS	\$ 57,957.00	\$ 53,286.00	9/29/2025	Lanfear	\$59,526.00	\$ 6,240.00	\$ 1,569.00
10/1/2025	DPW	HEO # 2 (1237)	Blydenburgh	PR	\$ 62,721.00	\$ 53,286.00	9/29/2025	Mitchell	\$59,526.00	\$ 6,240.00	\$ (3,195.00)
10/2/2025	Public Defender	Law Intern # 1 (2759)	Greenhalgh	PR	\$ 77,111.00	\$ 77,111.00	10/6/2025	Rienzo	\$77,111.00	\$ -	\$ -
10/15/2025	Social Services	SWE # 3 (1714)	Brown	O	\$ 57,531.00	\$ 47,384.00	vacant			\$ -	\$ -
10/16/2025	Probation	Probation Officer Trainee # 3 (2401)	Steves	RS	\$ 74,279.00	\$ 57,270.00	vacant			\$ -	\$ -
10/20/2025	County Clerk	Senior Legal Recording Clerk (1111)	Latham	PR	\$ 59,137.00	\$ 51,890.00	10/20/2025	Strong-Norman	\$54,185.00	\$ 2,295.00	\$ (4,952.00)
									Total:	\$191,366.00	\$ (120,078.00)

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

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME: Information Technology****DATE: October 30, 2025**

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
Participate in NYS SIEM Monitoring program
- (c) Name of Contractor:
NYS Office of Information Technology Services
- (d) Address of Contractor: **Empire State Plaza
Swan Street Building Core 4
Albany, NY 12223**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach:
Yes
- (g) Commencement Date of Contract:
Upon Execution
- (h) Termination Date of Contract:
3 years
- (i) Payment Provisions: i) lump sum amount **0**
ii) hourly rate amount **0**
iii) total amount not to exceed **0**
iv) how will payments be made (i.e. monthly, quarterly,
upon completion of the project, etc.)
0
- (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:
n/a

**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

CYBER INFORMATION SHARING AND COLLABORATION AGREEMENT
Between
the NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES

And
Warren County
X050144

This Agreement, made this _____ day of _____, 20____, by and between the New York State Office of Information Technology Services with offices at Empire State Plaza, Swan Street Building Core 4, Albany, New York 12223 (“ITS”), and the New York State Division of Homeland Security and Emergency Services (“DHSES”), having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226 (collectively referred to as the “State”), and Warren County, having its principal place of business located at _____, hereinafter referred to as “Participating Entity.” Each party to this Cyber Information Sharing and Collaboration Agreement (“CISCA or Agreement”) is referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, there is established within the State a Joint Security Operations Center (“JSOC”) to serve as the round the clock operational center for the purposes of sharing of cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NY SOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber attacks; and

WHEREAS, DHSES is required to work with federal, state, local and private entities to protect the State’s critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and manmade disasters; and

WHEREAS, ITS is responsible for protecting New York State Government’s cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cybersecurity across the State, partnering with State agencies and law enforcement, monitoring the State’s technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, the Participating Entity provides vital services to the residents of New York State within its jurisdictional boundaries; and

WHEREAS, the Participating Entity desires to provide the State with Confidential Information or Cyber Information and logging data to contribute to an unprecedented level of visibility into potential threats across the State and increase efficiency in detecting and responding to cybersecurity events and incidents; and

WHEREAS, the State desires to receive, analyze, integrate and disseminate Confidential Information and Cyber Information from the Participating Entity and improve the State's collective cybersecurity and risk management capabilities; and

WHEREAS, the State is equipped to facilitate the exchange of Confidential Information and Cyber Information and offer a variety of services to Participating Entities, and

NOW THEREFORE, in furtherance of the above-referenced objectives the Parties desire to enter into this Agreement to share cybersecurity information and engage in collaboration activities as part of the NY SOC.

Definitions

“Authorized Activities:” Means:

- (i) A Cybersecurity Purpose; or
- (ii) The purpose of identifying a cybersecurity threat, including the source of such cybersecurity threat; or a security vulnerability;
- (iii) The purpose of responding to, or otherwise preventing or mitigating, a specific threat of death, a specific threat of serious bodily harm, or a specific threat of serious economic harm, including a terrorist act or use of a weapon of mass destruction;
- (iv) The purpose of responding to, investigating, prosecuting, or otherwise preventing or mitigating, a serious threat to a minor, including sexual exploitation and threats to physical safety.

“Confidential Information:” Means any non-public information that a Party (“Disclosing Party”), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors (“Receiving Party”) or which the Receiving Party obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this Agreement.

“Cyber Information:” Means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cybersecurity investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cybersecurity including all types of security log data and telemetry from information systems and infrastructure.

“Cybersecurity Purpose:” Means the purpose of protecting an information system (of a Party) or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability.

“Cybersecurity Threat:” Means an action that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that is stored on, processed by, or transiting an information system; but does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement.

“Participating Entity:” Means a New York State local government that has entered into this Agreement that discloses Confidential Information or Cyber Information and receives Cyber Information from the State.

“Security Incident:” Means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

1. Purpose

This Agreement sets forth the terms and conditions for the sharing of Confidential Information and Cyber Information and collaborative activities to achieve a Cybersecurity Purpose, including Participating Entities’ participation in such activities. This Agreement enables the State and the Participating Entity to share Confidential Information and Cyber Information and engage in analytical collaboration activities, including technical exchanges associated with cybersecurity risks.

2. Participating Entity

2.1 The Participating Entity shall designate Points of Contact, for both Information Technology and cybersecurity related issues, who will be involved in the receipt, dissemination and accountability of the handling Confidential Information or Cyber Information on the effective date of this Agreement and annually thereafter.

2.2 The Participating Entity’s Points of Contact shall attend any State training on submission, protection and handling of Confidential Information or Cyber Information.

2.3 The Participating Entity shall submit to, and continuously update as the information changes, the State a list of Participating Entity’s contractors whose contracts include protecting the Participating Entity’s information and information systems and who therefore may participate in operational data flow and analytic collaboration activities offered by the State.

2.4 The Participating Entity may request: (A) additional information related to risk mitigation efforts; (B) collaboration regarding cybersecurity risks, or (C) briefings of specific and relevant threat topics or incidents.

2.5 The Participating Entity may supply Confidential Information or Cyber Information for a Cybersecurity Purpose. The Participating Entity may or may not own the Confidential

Information or Cyber Information or be the source of the Confidential Information or Cyber Information it produces.

2.6 The Participating Entity shall use reasonable efforts to ensure that Confidential Information and Cyber Information shared is accurate at the time that it is supplied.

2.7 The Participating Entity shall use reasonable efforts to remove from Confidential Information or Cyber Information any information not directly related to a Cybersecurity Threat that the Participating Entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

2.8 The Participating Entity agrees that the State may disclose, pursuant to legal and regulatory limitations, use and retain Confidential Information and Cyber Information provided to the State for an Authorized Activity.

2.9 The Participating Entity may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in authorized activities, provided that such third-party representative (1) is advised by the Participating Entity of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

2.10 The Participating Entity agrees that, in the event that it discloses Confidential Information and Cyber Information by mistake or in error, it shall promptly notify the State and take all reasonable steps to mitigate, including sending a versioning update, as it is able.

2.11 The Participating Entity shall share Confidential Information or Cyber Information in accordance with State guidance.

2.12 The Participating Entity shall receive Confidential Information and Cyber Information in accordance with State guidance that identifies how Participating Entities can receive Confidential Information or Cyber Information.

2.13 The Participating Entity shall use Confidential Information and Cyber Information for Authorized Activities.

2.14 The Participating Entity shall provide, if requested by the State, a written description of the technical measures and/or protections it has implemented based on State-provided Confidential Information and Cyber Information.

2.15 The Participating Entity shall ensure that any risk mitigation efforts that are based on State-provided Confidential Information and Cyber Information do not initiate communications with related threat resources defined within State provided Confidential Information and Cyber Information without first coordinating such efforts with the State unless expressly prohibited from doing so by a law enforcement agency with proper jurisdiction.

2.16 The Participating Entity shall not disclose, advertise, or publicize, absent legal compulsion or other legal requirement, the identity of any Participating Entity absent that Participating Entity's prior written consent. If Participating Entity is legally compelled to disclose such information, it shall promptly notify the subject of the disclosure unless prohibited by court order.

2.17 The Participating Entity shall work with the State to implement and maintain systems responsible for the aggregation and transmission of Confidential Information and Cyber Information to the State in a robust and secure manner.

2.18 The Participating Entity shall remain responsible for meeting any and all data retention and compliance requirements outside of the environment.

2.19 The Participating Entity shall be responsible for resolving any disruptions in Confidential Information or Cyber Information transmission to the State. Failure to do so may impact the Participating Entity's benefit from State services.

3. NYS Responsibilities

3.1 The NY SOC is a State-provided interface for the sharing of information related to cybersecurity threats, incidents analysis and warnings for State and local governments. Confidential Information and Cyber Information received by the State will be accessible by all NY SOC personnel. All NY SOC personnel who may have access to Confidential Information and Cyber Information are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of the State who may need access to Confidential Information and Cyber Information to assist the NY SOC personnel in carrying out the services described in this Agreement, are also subject to certain non-disclosure agreements.

3.2 The State shall use Confidential Information and Cyber Information solely for Authorized Activities.

3.3 The State may incorporate the non-attributable and anonymized threat, vulnerability, or risk management portion of Confidential Information and Cyber Information submitted by a Participating Entity into analytical products.

3.4 The State shall provide an integrated analysis of Confidential Information and Cyber Information and coordinate and facilitate information sharing among Participating Entities to assist in the early detection and response to cybersecurity threats and security incidents.

3.5 The State may share Confidential Information and Cyber Information with Participating Entities and other entities but shall anonymize the identity of the Participating Entity from any Confidential Information and Cyber Information before sharing with other Participating Entities and other entities, unless the Participating Entity consents affirmatively to disclosure of its identity.

3.6 The State may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in Authorized Activities, provided that such third-party representative (1) is advised by the State of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

3.7 The State shall coordinate periodic, relevant, technical exchanges, analytical collaboration, briefings and discussions to support the program activities described in this Agreement as appropriate.

3.8 The State shall respond to requests for information, collaboration, or briefings submitted by a Participating Entity, as appropriate and in accordance with State guidance.

3.9 The State shall maintain the mechanisms for ingesting Confidential Information and Cyber Information from Participating Entities. This pertains to all systems within the NY SOC environment.

3.10 The State shall develop guidance based on industry best practice to provide Participating Entities with instructions on how they must configure and support a secure and reliable transfer of Confidential Information and Cyber Information to the State.

4. Handling of Information

- a. Confidentiality Obligations. Each Party will:
 - i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Agreement;
 - ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Agreement, or as otherwise set forth in this Agreement;
 - iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this Agreement;
 - iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
 - v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
 - vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of

the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:

1. Date of the unauthorized use or inadvertent disclosure;
 2. Name of the recipient of the unauthorized use or inadvertent disclosure;
 3. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
 4. Brief description of the Confidential Information or the Cyber Information used or disclosed;
 5. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
 6. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
- vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
- viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

- i. The confidentiality obligations in this Agreement do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this Agreement or fault on the part of the Receiving Party; (2) the Confidential Information or Cyber Information was lawfully obtained by the Receiving Party from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Receiving Party developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Receiving Party shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the

Receiving Party shall comply with Section 4(b)(ii) (Disclosure if Legally Compelled) below; or (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law.

ii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this Agreement the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.
4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in

a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this Agreement;

- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this Agreement without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 4(c)(ii) will not apply to Sections 4(a) and 13 of this Agreement.

d. Coordination of Public Statements

- i. Any public references to or descriptions of the existence of or nature of this Agreement, the program activities undertaken under this Agreement by either Party, or any Analytical Products produced jointly by the Parties under this Agreement shall be done only after coordination, in writing between the Parties.
- ii. Each Party shall receive written approval from the other Party before publishing in a journal or similar publications any Confidential Information or Cyber Information provided by the other Party under this Agreement or first created or developed jointly under this Agreement.

5. TERM

The term of this Agreement shall be for a period of three years and will automatically renew annually thereafter unless a Party gives notice of termination as required under Section 6 herein. This Agreement reflects the Parties desire to enter into a long-term relationship to enhance collective cybersecurity and risk management capabilities.

6. TERMINATION

a. For Convenience

Each Party retains the right to cancel the Agreement without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the Agreement for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the Agreement by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the Agreement if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure. No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the Agreement shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any

similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this Agreement.

d. Data Migration and Destruction

Upon expiration or termination of this Agreement, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this Agreement, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by State policy or law. If immediate purging of all data storage components is not possible by a Party, that Party will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Party must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

7. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

8. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

9. NO THIRD-PARTY RIGHTS

Nothing in the Agreement shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the Agreement.

10. NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. Via certified or registered United States mail, return receipt requested;
- ii. By facsimile transmission;
- iii. By personal delivery;
- iv. By expedited delivery service; or

v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to-time designate:

ITS:

NYS Office of Information Technology Services
 Division of Legal Affairs
 Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
 Attn: Chief General Counsel
 Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
 Cyber Incident Response Team
 1220 Washington Ave, Bldg 7A
 Albany, NY 12226
 Attn: CIRT Director
 Email: CIRT@dhSES.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
 Office of Counsel
 1220 Washington Ave, Bldg 7A
 Albany, NY 12226
 Attn: Deputy Counsel
 Email: thomas.mccarren@dhSES.ny.gov

Participating Entity

Name:

Title:

Address:

Telephone Number:

E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

11. AMENDMENTS

This Agreement may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity.

NYS ITS, NYS DHSES, and Warren County
 Contract X050144

12. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this Agreement. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

13. INDEMNIFICATION

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the ITS and/or DHSES shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the ITS and/or DHSES or of its officers or employees when acting within the course and scope of their employment.

14. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Agreement.

15. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this Agreement and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the Agreement.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this Agreement to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

17. ASSIGNMENT

The State may assign this Agreement, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this Agreement as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by OSC, if applicable.

18. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

19. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this Agreement.

20. JURISDICTION

This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this Agreement shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

21. EXECUTION

By execution, delivery and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

22. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

23. ORDER OF PRECEDENCE

The provisions of this Agreement and, if applicable, the Intergovernmental Agreement for the Provision of Endpoint Protection and Response Services (EDR Agreement) shall be construed and interpreted as consistent whenever possible. In the event of a conflict between the terms of this Agreement and the EDR Agreement, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: _____

Name: _____

Title: _____

Date: _____, 20__

CORPORATE ACKNOWLEDGMENT STATE OF _____ } ss.: COUNTY OF _____ } On the _____ day of _____ in the year 20__, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____, Town/City of _____, County of _____, State of _____; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES By:

_____ .

Name: _____

Title: _____

Date: _____, 20__

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____

Name: _____

Title: _____

Date: _____, 20__

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: OCTOBER 30, 2025

- (a) Purpose of Request:
To authorize the purchase of an additional line of insurance intended to insure the County in relation to IT assistance provided to towns under Shared Services Agreements
- (b) Details:
Technology Errors and Omissions coverage (\$1,000,000 policy) with Tokio Marine Houston Casualty Company (TMHCC) for term 10/21/2025-12/31/2025 - \$1,180.00
- (c) Previous Resolution Number:
N/A
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:
A.1680 418, Information Technology, Ins-General Liability

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 10***Request for Transfer of Funds*****TO:** AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS**DEPARTMENT NAME:** CLERK OF THE BOARD**SIGNED:****DATE:** 10/30/2025

<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.1185 435	Medical Examiners & Coroners, Medical Fees	\$50,000.00

Please state reason for transfer request:

No remaining funding available - requesting additional funding to cover autopsy costs for the remainder of 2025

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

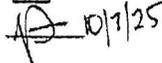


RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Probation

DATE: October 21, 2025

- (a) Title of Requested Position: Probation Officer Trainee #4
- (b) Annual **Base Salary** (and Grade if Applicable): \$57,270 Grade 16
- (c) Effective Date for New Position*: ASAP
**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):
 We desire to create position in A. 3140 Probation, remove funding from current Probation Officer #14 Position , keep title in code unfunded and use funding for POT position.
- (e) Where are Funds in the Budget for this Position?
 List Budget Code, Object Code, Full Title and Amount:
 A.3140 110 Probation-Salaries-Regular \$57,270
- (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 with the current budget:
- (g) Has Director of Human Resources Reviewed and Approved of the New Position Title? YES NO
*(approval is necessary **BEFORE** bringing the request to Committee)* HR Director Initial  10/25
- (h) Had County Administrator Reviewed and Approved Creation of New Position? YES NO
*(approval is necessary **BEFORE** bringing the request to Committee)* Co. Admin Initial _____
- (i) Is this a mandated position? YES NO
 If yes, please explain:
- (j) Is there expected revenue from this position? YES NO
 If yes, please explain and complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue:

RESOLUTION REQUEST FORM NO. 11***Request to Create New Position***

DEPARTMENT NAME: County Clerk

DATE: 10/24/2025

- (a) Title of Requested Position: **Legal Recording Clerk (already established, just not funded)**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$45,751 Grade 7**
- (c) Effective Date for New Position*: **11/24/2025**
**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):
****UNFUND BUT RETAIN* Principal Legal Recording Clerk - Grade 15, Salary \$67,589**
need to fund in the future
- (e) Where are Funds in the Budget for this Position?
List Budget Code, Object Code, Full Title and Amount:
A.1410 110 - Salaries - Full-time
- (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 with the current budget:
- (g) Has Personnel Officer Reviewed and Approved of the New Position Title? YES NO
*(This is necessary **BEFORE** bringing the request to committee)*
- (h) Is this a mandated position? YES NO
If yes, please explain:
- (i) Is there expected revenue from this position? YES NO
If , please explain and complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue:

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: October 24, 2025

- (a) Purpose of Request: **Approve the Memorandum of Agreement between Warren County and the Warren County PBA**
- (b) Details: **Agreement for January 1, 2026 through December 31, 2029**
- (c) Previous Resolution Number:
- (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: County Administrator

DATE: October 24, 2025

- (a) Purpose of Request: **Approve the Memorandum of Agreement between Warren County and the Warren County PSBA**
- (b) Details: **Agreement for January 1, 2026 through December 31, 2029**
- (c) Previous Resolution Number:
- (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: County Attorney

DATE: 10/30/25

(a) Purpose of Request: **Adopting the Warren County Policy for Americans with Disabilities Act Title II Service Dogs Within the Workplace**

(b) Details:

The Risk & Safety Committee approved the proposed Policy for Children in the Workplace at the October 16, 2025 meeting after identifying the absence of a Board of Supervisors approved policy which establishes protocols to ensure compliance with New York State laws. The proposed policy will provide uniform and consistent standards for Americans with Disabilities Act Title II Service Dogs Within the Workplace across the County.

(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 Policy for Americans with Disabilities Act Title II Service Dogs Within the Workplace

I. PURPOSE

The purpose of this policy is to provide guidance and outline the circumstances and conditions under which dogs utilized as service animals as defined by the Americans with Disabilities Act ("ADA") Title II are allowed within County facilities. This policy ~~erves to update~~replaces Resolution Number 365 of 2014 and serves as a supplement to Resolution 486 of 2024 and providesproviding clarification of the County's responsibilities under the American Disabilities Act (ADA) and ADA Title II as they pertain to County employees and members of the public and their use of service dogs as defined by this policy.

The ADA Title II Program and its accommodations specifically limit service animals to dogs within government . No other animals including mammals, reptiles, amphibians, and/or birds shall be allowed within County workplaces.

II. DEFINITIONS

Dog: A domesticated canine often kept as a pet for companionship.

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.

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

Outdoor Duties: Work performed outside of County facility by an employee conducted in a public or open-air setting.

Service Dog: Dogs that are individually trained to do work or perform tasks for people with disabilities as defined by the American with Disabilities Act. The work or task a service dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service dogs under the ADA.

Workplace: Any location where an employee performs any work-related duty in the course of their employment.

III. PROCEDURE

A. Use of Service Dogs by Community Members

1. The County shall allow service dogs to accompany community members with disabilities in all areas of County facilities where the public is permitted in accordance with American with Disabilities Title II and III regulations.
2. A service dog must be under the control of its handler and be harnessed, leashed or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service dog's safe, effective performance of tasks. In this case, the individual must maintain control of the dog through voice, signal or other effective controls.
3. Allergies and fear of dogs shall not be valid reasons for denying access or refusing service to people using service dogs. Accommodations shall be made for parties involved in providing and accessing services involving service dogs should an allergy complaint be made.

4. A person with a disability cannot be asked to remove their service dog from the premises unless (1) the dog is disruptive and the handler does not take effective action to control it, or (2) the dog in question is not housebroken. Where there is a legitimate reason to ask that a service dog be removed, staff must offer the person with the disability the opportunity to obtain services without the dogs' presence.
5. People with disabilities who use service dogs cannot be isolated from other patrons, treated less favorably than other patrons, or charged fees that are not charged to other patrons without dogs.
6. Staff shall not be required to provide care for or supervision of a service dog.

B. Use of Service Dogs by Employees

1. An employee's service dog shall be considered a reasonable accommodation under the Title II Americans With Disabilities Act. For the purposes of this policy, the County shall adopt the community provisions of Title II of the Americans with Disabilities Act for public spaces limiting the definition of service animal to service dogs.
2. It shall be the employee's responsibility to notify Human Resources that they require a service dog as an accommodation for their personal disability. The request should be in writing and detail the employee's ADA request on the County's Appendix A Accommodation Request Form attached to this policy. The law requires that a dog shall only qualify as a service animal if its function is directly related to the employee's disability. An employee's ADA Title II accommodation must be held in the strictest confidence. Questions and/or concerns relating to an employee's ADA Service Dog Request shall be submitted to the Human Resources Department.
3. The Human Resources Department shall be responsible for requesting additional confidential information from the employee's healthcare professional which documents the disability. The Human Resources Department shall be responsible for obtaining the required service dog NYS license including but not limited to proof that the dog has been trained as a service dog, what health issue the service dog responds to as an ADA accommodation, and veterinary certification that the service dog is up to date with vaccinations and is in good health with no behavioral issues.
4. The Human Resources Department shall provide the ADA Service Dog Request for Accommodation to the County Administrator who shall determine whether to approve the requested accommodation. The Employee's ADA Service Dog Accommodation Request approval or denial shall be made in writing to the employee applicant with a copy of the decision sent to the employee's Department Head, the Director of Human Resources, and the County Attorney.
5. In the event, the employee is issued a denial for their ADA Service Animal Accommodation Request by the County Administrator, the employee may file an appeal with the County Attorney – the County's ADA Compliance Officer, which shall be determined, in writing, within ten (10) business days.

The County reserves the right to deny an ADA Service Dog Employee Accommodation if the presence of the employee's service dog within an employee's workplace would cause undue hardship, which shall mean it would create a significant difficulty or expense, or is a direct threat, which shall mean it would create a significant risk to the health or safety of others within the workplace.

C. Exceptions to This Policy

1. The Warren County District Attorney's Office Use of Certified Therapy Dogs for Victim and Witness Support shall govern the use of service animals used as Certified Therapy Dogs under their jurisdiction per Warren County Board of Supervisors Resolution 330 of 2025.
2. Countryside Adult Home's use of service animals shall be governed by the regulatory requirements of the Department of Social Services.



APPENDIX A

ACCOMMODATION REQUEST FORM

Name:	Date:
Signature:	Department:

1. What specific accommodation are you requesting?

2. If you are not sure what accommodation is needed, do you have any suggestions about what options we can explore? Yes No

3. If yes, please explain.

4. Is your accommodation request time sensitive? Yes No

5. If yes, please explain.

6. What, if any, job function are you having difficulty performing?

7. What, if any, employment benefit are you having difficulty accessing?

8. What limitation is interfering with your ability to perform your job or access an employment benefit?

9. If you are requesting a specific accommodation, how will that accommodation assist you?

Please provide/attach any additional information that might be useful in processing your accommodation.

RETURN THIS COMPLETED FORM TO HUMAN RESOURCES
 1340 State Route 9, Lake George , NY 12845 – Fax 518-761-6509

APPENDIX A

ACCOMMODATION REQUEST FORM

I, _____, understand that I am giving permission to the Warren County Human Resources and/or Self-Insurance Departments to contact the following individual(s) for purposes of requesting documentation/information regarding my disability including the diagnosis and limitations associated with that diagnosis.

I understand that this permission will remain in effect from the day I sign this document until I revoke permission in writing or am no longer affiliated with Warren County.

Provider Name:	
Address:	
Phone:	Fax:

Provider Name:	
Address:	
Phone:	Fax:

Provider Name:	
Address:	
Phone:	Fax:

I understand that communication with the above names individual(s) will not include personal disclosures that so not pertain to my disability(ies). I understand that all medical information related to my request for accommodation is confidential and will be maintained in a secured location within the Human Resources Department separate and apart from my personnel file. I further understand that I will be required to provide appropriate documentation of my disability, including the impact of functional limitations on my ability to perform the essential functions of my job.

Signature

Date

RETURN THIS COMPLETED FORM TO HUMAN RESOURCES
1340 State Route 9, Lake George , NY 12845 – Fax 518-761-6509

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: 10/30/25

(a) Purpose of Request: **Adopting the Children in the Workplace Policy**

(b) Details:

The Risk & Safety Committee approved the proposed Policy for Children in the Workplace at the October 16, 2025 meeting after identifying the absence of a Board of Supervisors approved policy which establishes protocols to ensure compliance with New York State laws. The proposed policy will provide uniform and consistent standards for Children in the Workplace across the County.

(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

Children in the Workplace

I. PURPOSE

The County of Warren strives to provide a place of professional employment for all employees which is free of disruptions to both the employee population and the community it serves. The purpose of this policy is to provide guidance on and outline the circumstances and conditions under which the minor dependent children of employees (or minor children within the care and custody of an employee) may be present within a County workplace. This applies to employees for whom the need to bring dependent children into the workplace may arise. This policy does not apply to an employee's minor child's participation in County educational programs, needs for services provided by the County or to special events to which County employee children may be invited. Additionally, this policy does not apply to County approved internship, volunteer or educational sponsored events.

II. DEFINITIONS

Child: An individual under the age of fourteen (14) years of age who is not an intern, volunteer or client of the County.

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.

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.

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

Workplace: Any location where an employee performs any work-related duty in the course of their employment. An exception to this is employee granted work within their living arrangement for approved remote work.

III. PROCEDURE

1. Whenever operationally practicable, Department heads and/or Department Head Designees should honor an employee's request for flexibility to meet unexpected family needs that may require an employee's attention during normal working hours allowing employees to utilize breaks, lunch periods, flexible work schedules, adjusted hours, vacation leave or other alternative work arrangements.
2. Regular and extended presence of children during work hours is not permitted due to the potential for interruption of work activities, as well as the potential for such presence to negatively impact productivity and/or present avoidable exposure to safety risks and/or potential legal liability. The workplace may not be used as an alternative to regular childcare and bringing children into the workplace on a frequent basis, such as during school breaks or before/after school is not permitted. Likewise, a child who is ill and thus unable to attend school or daycare may not be brought into the workplace.
3. Visits by children of employees are permissible subject to the limitations of this policy provided that permission is received in advance from the Department Head or Department Head Designee. If the request is being made by the Department Head, permission must be granted by the County Administrator. During any such approved visit, minor children may not be

left unsupervised, nor may they be placed under the supervision of other employees within the workplace. Children of employees may not be present in any County facility governed by the County's Red Flag Policy as it pertains to confidential information contained within a County workplace including the personal information of community members.

4. Minor children shall not, under any circumstances, be permitted into any potentially hazardous areas including, but not limited to, confined spaces, areas with heavy machinery; areas with excessive noise, temperature or pollution; County facility trade areas containing chemicals, flammable materials, sharp objects, power tools or other environmental hazards; construction areas; County owned, maintained or hired vehicles, vessels or other motorized equipment; and storage areas.
5. The County's insurance company shall not cover children if they are injured in the workplace, and the potential liability is significant. State and Federal laws prohibit children in most work environments.
6. In the event a dispute arises involving children in the workplace, the Director of Human Resource shall be contacted and shall confer with the County Administrator's Office for further action as deemed appropriate.

In the event the employee is issued a denial for their request for children within the workplace by the County Administrator, the employee may file an appeal with the County Attorney, which shall be determined, in writing, within ten (10) business days.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: County Attorney

DATE: 10/30/25

- (a) Purpose of Contract Change: **To amend the agreement to include automation application for legal document creation for routine tasks.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **97 of 2024 and 139 of 2024**
- (c) Name of Contractor: **Themis Solutions, Inc. (CLIO)**
- (d) Address of Contractor: **300-4611 Canada Way, Burnaby, BC V5G 4XS**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Commencement Date of Extension: **January 1, 2026**
- (g) Termination Date of Extension: **April 9, 2027, and up to two (2) additional one year terms at no more than a 5% increase over the prior contract year.**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$10,210.80/year**
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 426 Law (County Attorney), Subscriptions**

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: 10/30/25

- (a) Purpose of Request: **Appropriation of funds in the amount of \$250,000 to cover the final payment in the structured settlement in the matter of John David Smith v. Warren County, et al. to Budget Code A.6010 419 Social Services, Settlements**
- (b) Details: **A structured settlement was agreed upon in the matter of John David Smith v. Warren County, et al., Index No. EF2020-68480, in the Warren County Supreme Court and the final payment needs to be made by January 30, 2026**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **To be determined by the Committee**

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: 10/30/25

- (a) Purpose of Request: **Ratifying the actions of the Chair of the Board of Supervisors consenting to the Town of Queensbury serving as lead agency for SEQR review of the Woods at West Mountain Planned Resort Development project. Written consent deadline is November 14, 2025**
- (b) Details: **See attached**
- (c) Previous Resolution Number:
- (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



Town of Queensbury
Community Development Office
742 Bay Road, Queensbury, NY 12804



Town of Queensbury Town Board
Request for Lead Agency Status for purposes of SEQR review
Woods at West Mountain Planned Resort Development

October 15, 2025

To whom it may concern:

The Town of Queensbury is in receipt of the hereto-attached Full Environmental Assessment Form (FEAF) Part 1 for The Woods at West Mountain Planned Resort Development.

The applicant proposes a resort development at the West Mountain Ski Area. Major components of the resort include a base area alpine village with retail shops and food service, townhouse development, condominiums and apartments, hotel/banquet/spa complex/athletic club, day-use lodge area, and single-family home development/subdivision. A new high speed capacity lift is also proposed under which a ski trail will be developed along with interconnect trails to existing trails. Town Board approval will be required for a petition for Change of Zone from Recreation Commercial (RC) to Planned Resort Development (PRD) along with code amendments. A water line from the Hudson River for "raw water" for snow making and a sewer line for treated sanitary waste is also proposed to discharge to the Hudson River. The Town of Luzerne may also be an involved Agency in that the access road to Phase 5 is in Luzerne and is in need of upgrade. While the applicant's preferred sewage treatment option is an on-site treatment plant with discharge to the Hudson River, the alternative for consideration is an onsite in-ground discharge system at the top of the mountain which may also involve the Town of Luzerne, if selected as the back-up solution.

The project is a Type I action. To view the application materials, please go to: <https://www.queensbury.net/departments/town-clerk>, click on Bulletin Board. You will find the application record under the Proposed Woods at West Mountain Planned Resort Development heading. Applicant submittals are file numbers: 1-3, 5.1, 13, 21-23, 25-27, and 30-31.

The application requires Planned Resort Development and Petition for Change of Zone approvals by the Town of Queensbury Town Board. Thus, the Town Board, as the official agency, has concluded that it is the most involved agency and should be lead agency for the purposes of the State Environmental Quality Review Act (SEQR) review.

Accordingly, this memorandum constitutes notice that the Town of Queensbury Town Board is seeking lead agency status pursuant to SEQRA. If your agency is considered to be an involved agency under Part 617 of Title 6 NYCRR and if your agency consents to the Town Board being designated as lead agency, please indicate in writing by sending to:

Stuart Baker, Senior Planner
Town of Queensbury
742 Bay Road
Queensbury, NY 12804

You have thirty (30) days from the date of this notice to object to this notice and Lead Agency designation.

Thank you,
Town of Queensbury Community Development Staff

- | | |
|--|---|
| <input type="checkbox"/> Town of Queensbury Zoning Board of Appeals | <input type="checkbox"/> NYS Department of Health |
| <input type="checkbox"/> Town of Lake Luzerne | <input type="checkbox"/> NYS DEC, Region 5 |
| <input checked="" type="checkbox"/> Warren County Board of Supervisors | <input type="checkbox"/> NYS Department of Labor |
| <input type="checkbox"/> NYS Department of Environmental Conservation | |

2025 Warren County Insurance Reserve Expenditures
(as of August 31, 2025)

ITEM 8F

Claimant	Date of Incident	Location of Incident	Description of Incident	Responsible Dept	Amount of Damages	Insurance Reserve Withdrawal Request Date	County Check Number	County Account Number	Check Cut Date	Status	Sheriff Reserve Fund Balance	DPW Reserve Fund Balance
Waite, Ryan	2/28/2025	N/A	NYS Police Report NY2500169041: Park Avenue Extension, Hadley. DPW employee Ruland backed into parked vehicle owned by Waite	Public Works	\$1,109.10	25.04.04	305496	A1420-1265	25.04.16	Closed		\$23,890.90
Schuler, Donald	3/2/2025	14 Bayridge Drive, Queensbury	WCSCO Incident Report 2025-03852: Front door of residence damaged. Wrong residence for warrant.	Sheriff	\$1,500.00	25.04.08	305571	A1420-1265	25.04.21	Closed	\$23,500.00	
Frontier Communications	3/7/2025	57 Murray Road and Lanfear Road, Stony Creek	County DPW employees excavating at site caused damage to 25 PAIR Frontier Line at location. No calls to DIG SAFE before excavation.	Public Works	\$792.29	25.03.31	305332	A1420-1265	25.04.16	Closed		\$23,098.61
Project Resources Group d/b/a Charter Communications	5/5/2025	393 Old Stage Road, Lake Luzerne	County DPW employee excavating at site caused damage to Charter Communications underground conduit	Public Works	\$259.61	25.07.16	307406	A1420-1265	25.07.21	Closed		\$22,839.00
County DHS; Vaccine Loss	5/10/2025	Medication Room County Administration DHS Offices	DHS refridgerator failed. Emergency protocols followed for Vaccine Excursion, Storage and Handling, but vaccines and medications lost	Public Health	\$4,227.05	25.07.8	Transfer from Reserve to Public Health	A1420-1265	BOS Res No. 300 of 2025 (passed 8/15/2025)	Closed		
SLIC Fiber	6/6/2025	Garnet Lake Road	WCDPW employee cutting tree on Garnet Lake Road and tree fell onto power lines causing damage	Public Works	\$1,020.54	25.08.28	308587	A1420-1265		Open (as of 8/31/2025)		\$21,818.46
Tyrell, Michael	6/18/2025	Warrensburg Fish Hatchery	Employee alleges multiple workplace harassment issues. Referred to EAP by County HR. County Attorney has closed investigative file of a confidential nature.	Public Works	\$3,600.00	25.07.08	308097	A1420-1265	25.08.25	Closed		\$18,218.46

**WARREN COUNTY
RISK AND SAFETY MANUAL
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