

Public Safety Committee

Sheriff Agenda

June 22, 2020

Committee Members: Leggett, Simpson, Braymer, Diamond, Driscoll, Seeber and Shepler.

- I. Committee meeting called to order by the Chairman

- II. Motion to approve minutes from prior committee meeting

- III. Action Agenda
 - A. Request Resolution to Amend Existing Contract (*Siewert Equipment*)
 - B. Request Resolution to Provide Reimbursement (*Hadley-Luzerne School*)
 - C. Request Resolution to Amend a Resolution (*Resolution No. 58 of 2018*)
 - D. Request Resolution to Fill Vacancy (*Communications Officer*)

- IV. Referral/Pending Items

- V. Topics for Discussion
 - A. Sheriff's Office Status and Updates
 - B. Correctional Facility Inmate Population
 - C. Privilege of the Floor to Discuss any Additional Items

- VI. Motion to Adjourn

Attachments:

1. Resolution Request Form #4, Request to Amend Existing Contract (*Siewert Equipment*)
2. Resolution Request Form #20, Miscellaneous (*Hadley-Luzerne School*)
3. Resolution Request Form #20, Miscellaneous (*Resolution No. 58 of 2018*)
4. Resolution Request Form #12, Notice of Intent to Fill Vacant Position (*Communications*)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: June 22, 2020

- (a) Purpose of Contract Change: **To amend the Siewert Equipment agreement. Agreement currently provides for preventative maintenance service with multi-point inspection of Duplex Pump Station & Muffin Monster. Agreement shall be amended outline specific yearly fees for the annual preventative maintenance and will authorize payments for necessary repairs not to exceed \$5,000 annually.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **159 of 2020**
- (c) Name of Contractor: **Siewert Equipment**
- (d) Address of Contractor: **175 Akron Street, Rochester NY 14609**
- (e) Contractor's Contact Person and Telephone Number: **Jim Welsh
(518) 629-3115**
- (f) Commencement Date of Extension: **Not Extended**
- (g) Termination Date of Extension: **December 31, 2022**
- (h) Payment Provisions: i) lump sum amount
 ii) hourly rate amount
 iii) total amount not to exceed **\$24,969**
 iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)

Preventative Maintenance Fees:	Annual Repairs (NOT TO EXCEED)
<u>2020</u> - \$3,290	<u>2020</u> - \$5,000
<u>2021</u> - \$3,323	<u>2021</u> - \$5,000
<u>2022</u> - \$3,356	<u>2022</u> - \$5,000

- (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.3110 413 General Sheriff's Law Enforcement - Repair & Maintenance
Bldg/Property \$24,969**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

* as listed in budget and LOGOS



Service Proposal

Service Department
Buffalo | Rochester | Albany

To: Warren County Sheriff's Office
1400 U.S. 9
Lake George, NY, 12845
Attn: J.R. Diamond
Job: PM Adder

Voice: #REF!
Fax: #REF!
Date: January 10, 2020
Make/Model: Gorman Rupp T4A3S-B / WW
Serial #: 03-63333-AM
Proposal #: 12027
PO #:

Work/Solution Proposed

Proposal for onsite work
- Remove the existing rotating assembly and bring it back to our shop for full DCI quote.
- Install new rotating assembly

2.) Customer is responsible for establishing a safe, clean and accessible work environment.
3.) Siewert Equipment is fully authorized for Service & Repair by Gorman Rupp Pump Company.
4.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed. Repairs of the aforementioned unit to utilize the attached parts list and be in accordance with OEM tolerances & specifications. Genuine OEM replacement parts will be provided unless specifically noted otherwise.
5.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
6.) Payment terms are Net 30 days. A 3% processing surcharge applies to all credit card orders. This proposal is valid for 60 days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

PRICE FOR THIS WORK: \$3,924
~ Repair lead time: 0 Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No
If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card*: (✓ one) MasterCard Visa American Express

Card # **Expiration** **Security Code**

Credit Card: A 3% processing surcharge applies to all credit card orders.

J.R. Diamond
Warren County Sheriff's Office

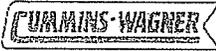
Siewert Equipment Co. Inc.

Signature: _____
Name: James Lafarr
Title: Sheriff
Date: 03/17/2020

Signature: _____
Name: Jim Welsh
Title: Service Coordinator
Date: 1/10/2020



A Division Of



100% Employee Owned

Service Department:

Buffalo|Rochester|Albany
 P - 518-629-3115
 F - 518-272-4406
 www.siewertequipment.com

Serving New York Municipalities
 and Industry since 1949.

Headquarters: 175 Akron Street, Rochester, NY 14609

Laser Alignment Specialists

Planned Service Agreement

Customer Name: Warren County Sheriff's Office
Address: 1400 U.S. 9
City, State, Zip: Lake George, NY, 12845
Attn: J.R. Diamond
Phone # : 518-743-2500

Agreement # : Gorman Rupp T4A3S-B /
Serial # : 03-6333-AM
Job Card: PM Proposal
Proposal Date: 1/10/2020
E-Mail/Fax: Robert.Diamond@WarrenCountySheriffNY.us

Work Proposed:

Gorman Rupp Duplex Pump Station and Muffin Monster Grinder:

- 1.) Provide labor and material for on-site equipment inspection and preventative maintenance service. Scope of work to include:
 - Pump & pump station preventative maintenance service with multi-point inspection in accordance with OEM recommendations.
 - Completion PM datasheet for record.
 - Scope of service includes standard parts and supplies noted on attached parts list.
 - An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.
- 2.) Genuine OEM replacement parts will be provided unless specifically noted otherwise.
- 3.) Scope of on-site service is limited to 2 service technicians on-site for 1 work day. If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
- 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 5.) Payment is due upon completion of work. Payment terms are Net 30 days. A 3% processing surcharge applies to all credit card orders. This proposal is valid for the next 60 Days and subject to attached terms and conditions.

Exclusions:

- 1.) Any work not specifically described above.
- 2.) Repair labor or material (recommended or emergency repair services to be quoted separately).
- 3.) Preventative maintenance services must be scheduled two weeks in advance at a mutually agreeable time. PM service proposals are not a substitute for unforeseen or emergency repair services.

Equipment List

Facility	Equipment Description	Location I.D. No.
	Gorman Rupp Duplex Station	03-6333-AM
	Muffin Monster	

One Year Contract

Year	Increase	Price
1	0%	\$3,290

Three Year Contract

Year	Increase	Price
1	0%	\$3,290
2	1%	\$3,323
3	2%	\$3,356

Five Year Contract

Year	Increase	Price
1	0%	\$3,290
2	1%	\$3,323
3	2%	\$3,356
4	3%	\$3,389
5	4%	\$3,422

Proceed with Work:

One Year

Three Year

Five Year

Start Date:

Year 1 Price:

Price and Payment Terms:

This agreement takes affect on above start date and it will continue for an original term as selected above.

Purchase Order Number:

Tax Exempt: No Yes * Fax copy of tax exempt cert. if applicable

J.R. Diamond
 Warren County Sheriff's Office

Signature: *J.R. Diamond*
 Title: Sheriff
 Date: 03/07/2020

Jim Welsh
 Siewert Equipment

Signature: *Jim Welsh*
 Title: Service Coordinator
 Date: 1/10/2020



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Service Department:

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F - 518-272-4406
www.siewertequipment.com

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and Industry since 1949.*

Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

Date: Friday, January 10, 2020
To: Warren County Sheriff's Office
Attention: J.R. Diamond
Fax/Email: Robert.Diamond@WarrenCountySheriffNY.us **Phone:** 518-743-2500
From: Jim Welsh
Title: Service Coordinator

COMMENTS

Subject/Job: PM Adder
Make/Model: Gorman Rupp T4A3S-B / WW
Serial Number: 03-63333-AM
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Will Stradling

Total Number of Pages Including Cover:

4



Parts List

Service Department
Buffalo | Rochester | Albany

Voice: #REF!
Fax: #REF!

Date: January 10, 2020
Make/Model: Gorman Rupp T4A3S-
B / WW

Serial #: 03-63333-AM
Proposal #: 12027
PO #: 0

To: Warren County Sheriff's Office
1400 U.S. 9
Lake George, NY, 12845
Attn: J.R. Diamond
Job:

<u>Material List</u>	
Quantity	Description
1	R ROT T4A3S-B /WW



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos of PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
 - 2. INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 30 days of its issuance, it is delinquent.
 - 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.
 - 4. WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
 - 5. LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
 - 6. VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
 - 7. CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all Information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential Information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party.
- Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
- 8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
 - 9. DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
 - 10. COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
 - 11. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
 - 12. INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
 - 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
 - 14. OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
 - 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
 - 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.



January 3, 2019

To: Whom It May Concern

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the territory defined below:

New York: The following counties in the State of New York: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, and Yates.

Siewert Equipment is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment
175 Akron Street
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent Baldasare', with a horizontal line extending to the right.

Vincent Baldasare
Sales Manager – Engineered Systems

VB: hh

GORMAN-RUPP PUMPS



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Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:

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P - 518-629-3115
F - 518-272-4406
www.siewertequipment.com

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and Industry since 1949.*

Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

Date: Friday, January 10, 2020
To: Warren County Sheriff's Office
Attention: J.R. Diamond
Fax/Email: Robert.Diamond@WarrenCountySheriffNY.us **Phone:** 518-743-2500

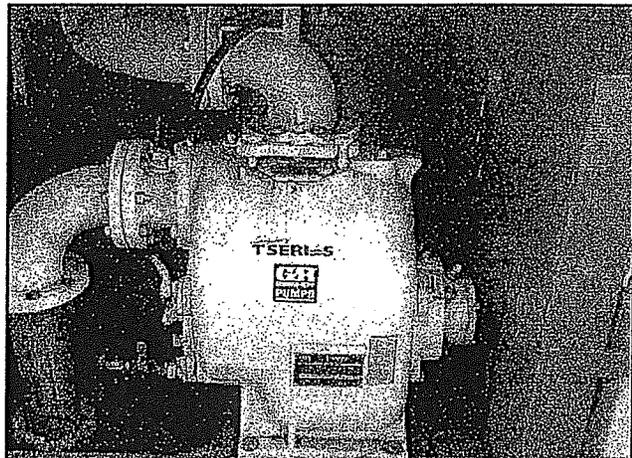
From: Jim Welsh
Title: Service Coordinator

COMMENTS

Subject/Job: PM Proposal
Make/Model: Gorman Rupp T4A3S-B /WW
Serial Number: 03-6333-AM
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Will Stradling

Total Number of Pages Including Cover:

4

Warren County Board of Supervisors

RESOLUTION NO. 159 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, CONOVER, GERAGHTY, BEATY, BRAYMER, McDEVITT, MERLINO, SIMPSON AND STROUGH

AUTHORIZING AGREEMENT WITH SIEWERT EQUIPMENT FOR PREVENTIVE MAINTENANCE OF SEPTIC LIFT STATION (PUMPS) AND MUFFIN MONSTER (GRINDER) FOR THE SHERIFF'S OFFICE

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to enter into an agreement with Siewert Equipment, 175 Akron Street, Rochester, New York, 14609, to provide preventive maintenance of septic lift station (pumps) and muffin monster (grinder) for the Sheriff's Office for a term commencing upon execution of the agreement and continuing for a term of three consecutive years for a total amount not to exceed Fifteen Thousand Dollars (\$15,000) as follows:

Year 1 - \$5,000.00

Year 2 - \$5,000.00

Year 3 - \$5,000.00,

and be it further

RESOLVED, that the Chairman of the Board of Supervisors, be and hereby is, authorized to execute said agreement in a form approved by the County Attorney, with the costs of said agreement to be expended from Budget Code A.3110 413 Sheriff's Law Enforcement, Repair & Maintenance Bldg/Property.

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: Sheriff

DATE: June 22, 2020

- (a) Purpose of Request: **Request payment to Hadley-Luzerne School as reimbursement of revenue received paid to Warren County for School Resource Officer services that were not provided.**

- (b) Details: **Hadley-Luzerne School is seeking reimbursement for School Resource Officer services that the Warren County Sheriff's Office was unable to provide. The amount to be reimbursed is \$23,301.37.**

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

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

A.3120.1001 - School Resource Officers Hadley-Luzerne School District

* 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: Sheriff

DATE: June 22, 2020

(a) Purpose of Request: **Amend Warren County Board of Supervisors Resolution No. 58 of 2018.**

(b) Details: **Resolution No 58 of 2018 authorized the construction of a radio communications tower and support facilities located at the Town Hall in Stony Creek for the Warren County Sheriff's Office. The Resolution resolved that the cost of the project will be funded by grant funds provided by the Dormitory Authority of New York State.**

The grant funds have not been awarded for the project and the amendment authorizes the use of funds from the fund balance, Code A.909.00 General Fund Balance - Unappropriated Surplus.

(c) Previous Resolution Number: N/A

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

A.909.00 General Fund Balance - Unappropriated Surplus

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION No. 58 OF 2018

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

AUTHORIZING CONSTRUCTION OF A RADIO COMMUNICATIONS TOWER AND SUPPORT FACILITIES LOCATED AT THE TOWN HALL IN STONY CREEK FOR THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, pursuant to Resolution No. 332 of 2017, the Chairman of the Board of Supervisors was authorized to execute a License/Use Agreement with the Town of Stony Creek for installation, operation and maintenance of a radio communications tower and accessory building for the Warren County Sheriff's Office to be located at the Stony Creek Town Hall property at 52 Hadley Road in the Town of Stony Creek for a term commencing upon execution of the License/Use Agreement by both parties and terminating ten (10) years from the effective date with the option to renew the License/Use Agreement for successive ten (10) year terms, and

WHEREAS, the Sheriff has requested permission to construct the radio communications tower and support facilities at the above location and to execute any and all documents necessary to facilitate the construction and functionality of the radio communications tower and associated equipment including application to the Adirondack Park Agency, as well as any necessary construction, installation and service agreements, for an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), in a form approved by the County Attorney, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board or the Warren County Sheriff to execute any and all documents necessary to facilitate the construction and functionality of the radio communications tower located at the Stony Creek Town Hall property, including application to the Adirondack Park Agency, as well as any necessary construction, installation and service agreements as outlined above, and be it further

RESOLVED, that the cost of the project will be funded by grant funds provided by the Dormitory Authority of New York State.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.09
Title of Position: Communications Officer #6 Base Salary of Position: \$41,740 Grade: _____
Filling at Step # (If Known): _____
Budget code and title: A.3020 110 Sheriff's 911 Center Salaries - Regular Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 12911/Moyer Date of Vacancy: 06/01/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State _____ % Other _____ %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

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

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

Candidate's qualifications must be approved by Personnel Officer prior to hiring. ear/jg/20

Human Resources Director has approved this form when initialed. 17 6/10/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 6/10/20

Public Safety necessity.

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 6/19/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety

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

Ranking Committee Member Signature Verbally approved by Supervisor Leggett Date 6/23/20

[Signature]

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

AUTHORITY FOR POLICY AND PROCEDURE

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

WHAT FORM TO USE

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

HOW TO USE THIS FORM

Department heads must first file this notice of intent with the Human Resources Director/Personnel Officer for review and approval of position details. Once the form has been initialed by both the Human Resources Director and Personnel Officer, it should be forwarded on to the County Administrator for approval. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

OBJECTIONS

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight Committee Chair approval as provided in the Rules of the Board.

NO OBJECTIONS

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

PAPERWORK

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.