

*Andrew J. Zarutskie  
Town Clerk  
Town of Newburgh  
1496 Route 300  
Newburgh NY 12550  
Tel.(845) 564-4554*

# **AGENDA**

**PUBLIC TOWN COUNCIL MEETING  
Monday, March 4, 2013  
7:00 p.m.**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. COMMENTS ON AGENDA ITEMS**
- 6. RESOLUTION authorizing the Town of Newburgh Police Department participation in the Stop DWI Program**
- 7. RESOLUTION Calling for Public Hearing: Grandview Water Lateral Extension**
- 8. FLEET MAINTENANCE: Bid Package for Police Car Emergency Light Package**
- 9. ACCOUNTING: 2012 Year End Budget Transfers**
- 10. ENGINEERING:**
  - A. Release of Maintenance Security for Double R Equities**
  - B. Budget Transfer: Water Filtration**
  - C. Proposal for Surveying Services for Sloane Road and Echo Lane**
- 11. WORKERS COMPENSATION INSURANCE: NYS Insurance Fund/Glatfelter Brokerage Services**
- 12. ANNOUNCEMENTS AND PRESENTATIONS**
- 13. PUBLIC COMMENTS**
- 14. ADJOURNMENT**

**6. RESOLUTION Authorizing the Town of Newburgh Police Department's Participation in the Stop DWI Program**

6

# ORANGE COUNTY NEW YORK

## Stop-DWI / Traffic Safety Programs

22 Wells Farm Rd  
Goshen, N.Y. 10924  
845-615-0575

Edward A. Diana  
County Executive



To: Town of Newburgh Police Department

From: Craig Cherry

Date: February 25, 2013

Enclosed is your Department's contract for 2013 STOP-DWI enforcement patrol year funding beginning on **March 14, 2013 and ending on January 1, 2014**. The contract is for participation for the full year. The enclosed contract indicates the not to exceed total hours and/or dollar amount for the 1<sup>st</sup> Period beginning on March 14, 2013 and ending on May 31 in the amount of **(70 hours/\$3804)**.

You will be notified by letter of the total hours/dollars for each subsequent period 2<sup>nd</sup> and 3<sup>rd</sup> period of the year. Please review the attached schedule A on the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract along with a board certified resolution to the above address at your earliest convenience to insure that your Department can participate in this enforcement period.

Also included in this mailing is a completion packet containing:

- A Patrol Summary Sheet to be completed at the end of the enforcement period by compiling all Patrol Sheets to be duplicated for use.
- A Final Reimbursement Claim spreadsheet which must be completed with information about the participating officers' names, hours and salary/overtime costs per patrol shift. (NOTE: per discussion with the Police Chiefs STOP-DWI Committee, the STOP-DWI program has determined that **maximum reimbursement will be time-and-one-half based on the participating officers' hourly salary rates, and no hourly rate higher than that of your department's highest-paid Sergeant will be approved.**)

If you have any questions, please do not hesitate to call me.

Thank you to you and your officers for your commitment to deterring intoxicated driving on our County's roadways.



## INTER-MUNICIPAL AGREEMENT

**THIS INTER-MUNICIPAL AGREEMENT ("IMA")** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the Town of Newburgh, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

### ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

### ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 14, 2013 and end January 1, 2014.

### ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA, and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

### ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

#### **ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING**

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

#### **ARTICLE 6. BOOKS AND RECORDS**

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

#### **ARTICLE 7. RETENTION OF RECORDS**

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS**

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 9. INDEMNIFICATION**

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

#### **ARTICLE 10. TERMINATION**

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

**ARTICLE 11. GENERAL RELEASE**

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

**ARTICLE 12. SET-OFF RIGHTS**

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

**ARTICLE 13. GOVERNING LAW**

**IN WITNESS THEREOF**, the parties hereto have executed this IMA as of the date set forth above.

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Edward A. Diana  
County Executive

DATE: \_\_\_\_\_

**MUNICIPALITY**

By: Wayne Booth  
Name: Wayne Booth  
Title: Supervisor

DATE: 2/28/2013

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

**ARTICLE 14. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

**ARTICLE 15. MODIFICATION**

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

## SCHEDULE A

### ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 14, 2013 through May 31, 2013, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2013 through September 3, 2013, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2013 through January 1, 2014, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

### DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

### AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

### FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October 14, 2012-January 1, 2013), MUNICIPALITY is eligible for an award not to exceed \$3,804 covering 70 man-hours for the first enforcement period of 2013. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the third enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

**WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2013.**

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2013 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_\_ day of March, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR CALENDAR YEAR 2013 FOR STOP DWI PROGRAM SERVICES

Councilman/Councilwoman \_\_\_\_\_ presented the following resolution which was seconded by Councilman/Councilwoman \_\_\_\_\_.

WHEREAS, the County of Orange has forwarded a proposed Agreement between the County and the Town of Newburgh for the STOP-DWI program period beginning on March 14, 2013 and ending on January 1, 2014 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for STOP DWI PROGRAM SERVICES between the County and Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Newburgh, Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the County of Orange and the Town of Newburgh for STOP DWI program services for enforcement periods ending on or before January 1, 2014 which conform to the terms and conditions of the Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s); and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Councilman voting \_\_\_\_\_

Elizabeth J. Green, Councilwoman voting \_\_\_\_\_

Ernest C. Bello, Jr., Councilman voting \_\_\_\_\_

Wayne C. Booth, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on March \_\_\_\_\_, 2013 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

---

Andrew J. Zarutskie, Town Clerk  
Town of Newburgh

**7. RESOLUTION Calling for Public Hearing - Grand View Water Lateral Extension**

3-4-13

7

**PETITION FOR CONSTRUCTION OF**

**LATERAL WATER MAINS IN WATER DISTRICT**

TO THE TOWN BOARD OF THE TOWN OF NEWBURGH, COUNTY OF ORANGE:

The undersigned, being owners of real estate fronting or abutting on either side of the easement shown on the map annexed hereto as Schedule "A", to the extent of at least one-half of the entire frontage on both sides and including resident owners owning not less than one-half of the frontage owned by resident owners, do hereby petition the Town Board as follows:

1. Petitioners propose, pursuant to Section 199 of the Town Law, that the Town Board of the Town of Newburgh, authorize and approve the construction of lateral water mains in or along that easement in the Consolidated Water District of the Town of Newburgh, shown on the map annexed hereto as Schedule "A".
2. The improvement is necessary and desirable due to the following: the properties of the petitioners are experiencing poor quality in their well water sources and potential health risks which will be remedied by connection to municipal water, and they will additionally benefit from the increased safety afforded by an accessible fire hydrant, none presently being located on Grandview.
3. The maximum amount proposed to be expended for the aforesaid improvement is FORTY FOUR THOUSAND SIX HUNDRED TWENTY AND 00/100 (\$44,620.00) Dollars.
4. The petitioners are owners of real estate fronting or abutting upon either side of the easement, including resident owners, whose property fronts or abuts said easement.
5. Additional signatories to the petition propose to connect to the proposed water main across Grandview Drive or by private easement.

WHEREFORE, the petitioners respectfully request that the Town Board of the Town of Newburgh, authorize and approve the construction of water mains in and along the described easement, street or highway, and that a public hearing be held on such proposal according to law.

Dated: Newburgh, New York

February 19, 2013



individual acted, executed the instrument.

*Eileen V. Allen*  
Notary Public

STATE OF NEW YORK

ss.:

COUNTY OF Orange

EILEEN VALLEN  
Lic. 001A15001888  
Notary Public State of New York  
Qualified in Orange  
My Commission Expires JANUARY 26, 2014

On the 11 day of January, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Murphy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

*Eileen V. Allen*  
Notary Public

EILEEN VALLEN  
Lic. 001A15001888  
Notary Public State of New York  
Qualified in Orange  
My Commission Expires JANUARY 26, 2014

PETITIONERS:

*Mary Barr*  
*Dennis Barr*  
(Signatures of all owners of the property)

Mary Barr  
Dennis Barr  
(Printed names of the signatories)

Section Block and Lot of Parcel: Section: 82 Block 2 Lot 3

911 Street Address of Parcel: 13 Grandview Drive  
Newburgh, New York 12550

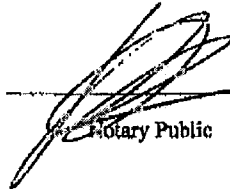
Check if Non-Resident Owner: \_\_\_\_\_

Length of Frontage of Property on Easement: \_\_\_\_\_ feet

STATE OF NEW YORK )  
 )  
 ) ss.:  
COUNTY OF Orange )

Kenneth W. Davies Jr.  
Notary Public, State of New York  
No. 01DA4828056  
Qualified in Orange County  
Expires 12/31 14

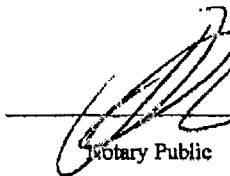
On the 18 day of Sept, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Barr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )  
 ) ss.:  
COUNTY OF Orange )

Kenneth W. Davies Jr.  
Notary Public, State of New York  
No. 01DA4828056  
Qualified in Orange County  
Expires 12/31 14

On the 18 day of Sept, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Berr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

PETITIONER:

  
\_\_\_\_\_  
(Signatures of all owners of the property)

Richard H. Bauer  
\_\_\_\_\_  
(Printed names of the signatories)

Section Block and Lot of Parcel: Section: 82 Block 2 Lot 24



911 Street Address of Parcel:

Commonwealth Avenue  
Newburgh, New York 12550

Check if Non-Resident Owner:

  X  

Length of Frontage of Property on Easement: \_\_\_\_\_ feet

STATE OF NEW YORK

) ss.:

COUNTY OF Orange )

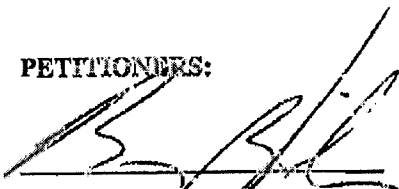
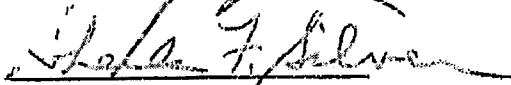
On the 19<sup>th</sup> day of February, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard H. Bauer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Karen A. Wutch  
Notary Public

KAREN A. WUTCH  
Notary Public, State of New York  
Qualified in Ulster County  
No. 4854880  
Commission Expires June 2, 2014



**PETITIONERS:**

  
  
*(Signatures of all owners of the property)*

Barry B. Silver

Sheila F. Silver  
*(Printed names of the signatories)*

Section Block and Lot of Parcel:      Section: 82 Block 2 Lot 5

911 Street Address of Parcel:                      28 Grandview Drive  
Newburgh, New York 12550

Check if Non-Resident Owner:                      \_\_\_\_\_

Length of Frontage of Property on Easement:      Not Applicable

STATE OF New York )  
Ulster )      ss.:  
COUNTY OF Pylon Branch )

On the 21<sup>st</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for said State,

personally appeared Barry B. Silver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NY PL# 440676058

*Michael Perreco*  
\_\_\_\_\_  
Notary Public



MICHAEL PERRECO  
NY COMMISSION # EE 142530  
EXPIRES: December 7, 2015  
Renewal Due Budget Policy Session

Florida )  
STATE OF NEW YORK )

ss.:  
COUNTY OF Palm Beach

On the 25<sup>th</sup> day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Shiela F. Silver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NY PL# 504573200

*Michael Perreco*  
\_\_\_\_\_  
Notary Public



MICHAEL PERRECO  
NY COMMISSION # EE 142530  
EXPIRES: December 7, 2015  
Renewal Due Budget Policy Session

PETITIONERS:  
*[Signature]*  
\_\_\_\_\_

Andrew J. Pavloff

*[Signature]*  
\_\_\_\_\_  
(Signatures of all owners of the property)

Sherri N. Pavloff  
(Printed names of the signatories)

Section Block and Lot of Parcel: Section: 82 Block 2 Lot 6

911 Street Address of Parcel: 22 Grandview Drive  
Newburgh, New York 12550

Check if Non-Resident Owner: \_\_\_\_\_

Length of Frontage of Property on Easement: Not Applicable

STATE OF NEW YORK

) ss.:

COUNTY OF Saratoga

On the 01 day of January, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew J. Pavloff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Pete McBride

Notary Public

Notary Public, State of New York  
No. 0107316273  
Commission Expires December 16, 2014

STATE OF NEW YORK

) ss.:

COUNTY OF Saratoga

On the 01 day of January, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Sherri N. Pavloff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

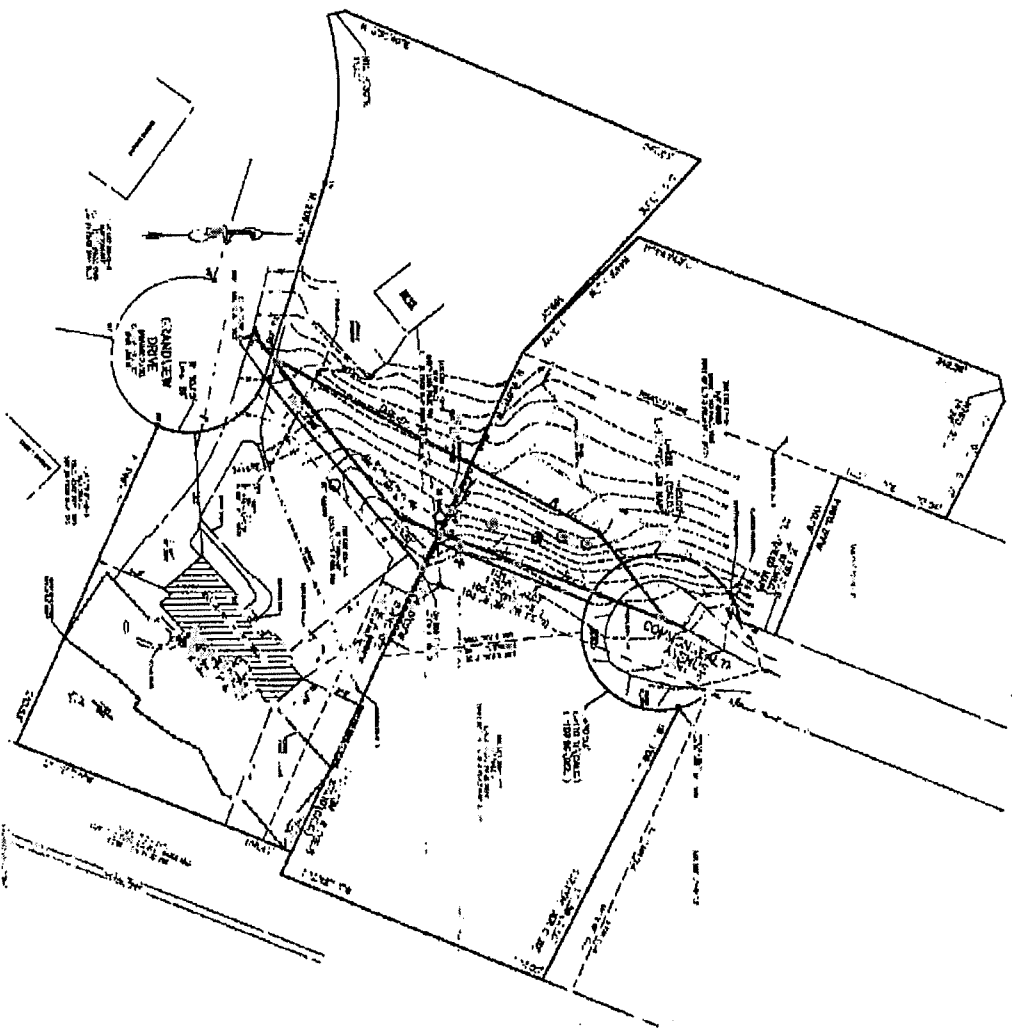
Pete McBride

Notary Public

Notary Public, State of New York  
No. 0107316273  
Commission Expires December 16, 2014

**SCHEDULE "A"**

G:\Clients\TON\Petition for Construction of Lateral Water Main.docx



NEWBURGH CONSOLIDATED U. D.

PROPOSED WATER MAIN EXTENSION  
 LAYOUT PART A  
 LAYOUT PART B

GRANDVIEW DRIVE  
 CORNER 14TH AVE  
 NEWBURGH, N. Y.

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of March, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD  
DETERMINING THAT PROPOSED  
GRANDVIEW DRIVE LATERAL  
WATER MAIN PROJECT OF THE  
CONSOLIDATED WATER DISTRICT OF THE  
TOWN OF NEWBURGH  
IS AN UNLISTED ACTION AND PROVIDING  
FOR COORDINATED REVIEW UNDER SEQR

Councilman/woman \_\_\_\_\_ presented the following resolution which was seconded by Councilman/woman \_\_\_\_\_.

WHEREAS, the Town Board of the Town of Newburgh, upon receipt of a petition signed by the resident and non-resident property owners, is considering undertaking a project generally described as the Grandview Drive Lateral Water Main Project which encompasses the approval and construction of a lateral water main running from the existing water main in Commonwealth Avenue through an easement to be obtained for such purposes to Grandview Drive, in the Consolidated Water District(the "Action"); and

WHEREAS, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed Action; and

WHEREAS, the Town Board proposes to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to the State Environmental Quality Review Act.

NOW, THEREFORE, BE IT RESOLVED, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby determines that the Action is subject to SEQR and is an unlisted action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are involved agencies for the Action:

Orange County Department of Health

and;

BE IT FURTHER RESOLVED, that the following are identified as interested agencies for the Action:

None

and;

BE IT FURTHER RESOLVED, that the Town Board hereby directs that a Lead Agency



coordination letter be circulated among involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Town Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that copies of the EAF also be forwarded to interested agencies, if any, for review and comment.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting \_\_\_\_\_

Gilbert J. Piquadio, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Ernest C. Bello, Jr., Councilman voting \_\_\_\_\_

Wayne C. Booth, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

DRAFT

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York on March \_\_, 2013, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

In the Matter of The Construction of a Lateral Water Main in the Consolidated Water District in the Town of Newburgh, Orange County, New York	ORDER CALLING PUBLIC HEARING
---	---------------------------------------

Councilman/woman \_\_\_\_\_ presented the following Order which was seconded by Councilman/woman \_\_\_\_\_.

WHEREAS, a written petition in due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Newburgh, Orange County, New York pursuant to Section 199 of the Town Law proposing that the Town Board authorize and approve the construction of a lateral water main in the right of way of Commonwealth Avenue and an easement to be acquired for such purpose running from Commonwealth Avenue to Grandview Drive, in the Consolidated Water District of the Town of Newburgh, Orange County, New York (the "Consolidated Water District"); and

WHEREAS, the benefited properties include the lots on both sides of the proposed easement and Grandview Drive listed on the annexed Schedule "A"; and

WHEREAS, the improvement proposed is the planning, design, engineering and construction of a lateral water main of the Consolidated Water District, and the maximum amount proposed to be expended as stated in the petition is \$44,620.00; and

WHEREAS, the cost of said improvement, if constructed, shall be borne by the district at large; and

WHEREAS, said capital project is an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, it is now desired to call a public hearing on the question of the construction of said lateral water main in the Consolidated Water District, in the matter described above, including the SEQRA status, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 199 of the Town Law; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board in the Town of Newburgh, Orange County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, in Newburgh, New York, in said Town, on April \_\_, 2013, at 7: \_\_ o'clock P.M., Prevailing Time, on the question of the construction of a lateral water main of the Consolidated Water District, in the Town of Newburgh, Orange County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing. The Town Clerk shall additionally send said notice by regular mail to the last known address of each owner of the properties listed in Schedule A.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

George Woolsey, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Ernest C. Bello, Jr., Councilman voting \_\_\_\_\_

Wayne C. Booth, Supervisor voting \_\_\_\_\_

The order was thereupon declared duly adopted.

SCHEDULE "A"

82-2-4  
82-2-3  
82-2-23  
82-2-24  
82-2-5  
82-2-6

**CERTIFICATION FORM**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ORANGE         )

I, the undersigned Clerk of in the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the \_\_\_\_ day of \_\_\_\_\_, 2013.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

**8. FLEET MAINTENANCE Bid Package for Police Car Emergency  
Light Package**



FLEET MAINTENANCE  
JAMES LACOLLA, HEAD MECHANIC

MARCH 4, 2013

Please set a bid opening date for the purchase and installation of Emergency Equipment Packages for four (4) 2013 Ford Police Interceptors.

Equipment will include the following:

AMOUNT	EQUIPMENT
8	Whelen SLPMMWR Slimlighters (windshield mounted)
4	Whelen SLPMMRB Slimlighters (rear window mounted)
8	Whelen IONSMD LED lights (intersection lights)
24	Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake & backup lights)
8	Whelen RSR03ZCR TIR3 LED lights (grill lights)
8	Whelen RBKT1 gill light brackets
4	Whelen MBFT11RD LED mirror mounted lights
4	Whelen UHF2150A headlight flasher
4	Delta UTMD-MB siren/light controller
4	Whelen SA315P 100 watt siren speaker W/Mounting bracket
4	Unity 211010-0002 driver side A post spotlight W/Black housing
4	Unity 258 spotlight mounting bracket kit
4	Laguna Fe3501 transport seat
4	Setina PK0107TAU10SCA Prisoner partition
4	Setina PP7254 Lower partition extension
4	Setina GK10301S1U Dual gun licking system
4	Havis Shield C-VS-1308-INSE 21'' console
4	Havis Shield C-LP-3 12 volt power plugs

**9. ACCOUNTING 2012 Year End Budget Transfers**

MAR - 1 2013

9



# TOWN OF NEWBURGH

1496 Route 300, Newburgh New York 12550

JACQUELINE M. CALARCO, CPA  
ACCOUNTANT

845-564-5220  
Fax 845-566-1432  
E-Mail: townacct@frontiernet.net

To: Wayne C. Booth, Supervisor  
CC: Board Members  
From: Jackie Calarco, Town Accountant  
Date: March 1, 2013  
RE: 2012 Budget Transfers

Please approve the following year end budget transfers for 2012:

Department	Transfer to	Amount	Transfer from	
<b>General Fund Revenues</b>				
Tax Collection Fees	001.0001.132	137,000.00	001.0001.1120	
Heath Fees	001.0001.1601	900.00	001.0001.1255	
Dial-A-Bus	001.0001.2030	11,600.00	001.0001.2001	
Pre-school Activities	001.0001.2031	2,300.00	001.0001.2001	
Youth Activities	001.0001.2032	10,000.00	001.0001.2033	
Zoning Fees	001.0001.2110	600.00	001.0001.2115	
Games of Chance	001.0001.2530	20.00	001.0001.2540	
Dog License Fee	001.0001.2544	780.00	001.0001.2540	
Other License Fee	001.0001.2545	100.00	001.0001.2540	
Fines & Forfeited Bail	001.0001.2610	53,000.00	001.0001.2210	
Other Miscellaneous	001.0001.2770	4,300.00	001.0001.2700	
Mortgage Tax	001.0001.3005	11,200.00	001.0001.1120	
State Aid - Real Prop	001.0001.3040	2,000.00	001.0001.3090	
State Aid - Police Grants	001.0001.3090	18,600.00	001.0001.3804	
State Aid - Youth	001.0001.3820	1,550.00	001.0001.3804	
Federal Aid	001.0001.4320	600.00	001.0001.4960	
<b>Highway Fund Revenues</b>				
Other Permit Fee	030.0030.2590	250.00	030.0030.2700	
<b>Water Fund Revenues</b>				
Insurance Recoveries	040.0040.2680	350.00	040.0040.2700	
<b>Sewer Fund Revenues (Actual revenues were not as much as budgeted)</b>				
Wntergreen Special Assessments	050.0050.1030.5005	200.00	050.0050.3960.5005	
17K Special Assessments	050.0050.1030.5007	50.00	050.0050.2120.5007	
Wintergreen Sewer Rents	050.0050.2120.5005	660.00	050.0050.3960.5005	
Nob Hill Sewer Rents	050.0050.2120.5009	40.00	050.0050.2401.5009	
Gidney Int & Penalties	050.0050.2128.5003	10.00	050.0050.2700.5003	
Crossroads Int & Penalties	050.0050.2128.5010	2,100.00	050.0050.2770.5010	
Gidney Interest	050.0050.2401.5003	490.00	050.0050.3960.5003	
<b>Expenditures</b>				
Department	Account	Transfer to	Transfer from	
Street Lighting	Other expenses	001.5182.0499	1,300.00	001.5630.0100
<b>Water Fund Expenditures</b>				
Purification	Office Supply	040.8330.0461	25.00	040.8330.0459
Purification	Vehicle Repairs	040.8330.0452	360.00	040.8330.0401


10. **ENGINEERING:**
  - A. **Release of Maintenance Security for Double R Equities**
  - B. **Budget Transfer/Water Filtration**
  - C. **Proposal for Surveying Services for Sloan Road/Echo Lane**

MAR - 1 2013

10

**TOWN OF NEWBURGH  
TOWN ENGINEER  
1496 Rte. 300  
Newburgh, NY 12550  
(845) 564-7814**

**MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer   
**DATE:** March 1, 2013  
**RE:** PB \ DOUBLE R EQUITIES SUBDIVISION

---

Utopian Court and Madison Rose Court were constructed as part of the above subdivision and dedication of these roads was accepted by the Town Board in November 2010. The maintenance warranty period of two years expired in November 2012 and the Town is requesting release of the maintenance security in the amount of \$ 48,300.

Based on inspections conducted by the Highway Superintendent and myself, it is recommended that the Town Board release the security and return the original Standby Letter of Credit to the developer.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

cc: J. Platt, DPW Comm.

MAR -4 2013

100

**TOWN OF NEWBURGH  
COMMISSIONER OF PUBLIC WORKS**  
311 NYS Route 32  
Newburgh, New York 12550  
(845) 564-7813

**MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor and Town Board

**From:** John Platt, Commissioner of Public Works



**Date:** March 1, 2013

**Re: Budget Transfer for NYC DEP Water Cost**

---

Please note below, for the Town Board's approval, a budget transfer request to cover cost of water from NYC DEP for 2012.

From: 8330.0472 - \$30,000.00 Consultant

To: 8330.0430 - \$30,000.00 NYC Water

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you. Thank you.

**Cc:** Jackie Calarco, Town Accountant  
James Osborne, Town Engineer

102



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

1607 Route 300, Suite 101  
Newburgh, NY 12550  
T: 845.564.4495  
F: 845.564.0278  
www.maserconsulting.com

February 27, 2013  
Rev. 02/28/13

VIA EMAIL

Mr. James W. Osborne  
Town Engineer  
Town of Newburgh  
1469 Route 300  
Newburgh, NY 12550

Re: Proposal for Professional Services  
Sloane Road  
Town of Newburgh, Orange County, New York  
MC Proposal No. 13000364P

Dear Jim:

Maser Consulting P.A. is pleased to submit this proposal to provide a topographic survey of the above referenced parcel. The property in question is located running along and behind lots from Echo Lane to Sloane Road, in the Town of Newburgh.

SECTION I – SCOPE OF SERVICES

Maser Consulting will perform the following:

**Topographic Survey Portion of Tax lots, Running along and behind lots from Echo Lane to Sloane Road, Town of Newburgh, NY.**

Our office will perform a topographic survey of a portion of the site which includes a 35' strip along easement route picking up physical features, high and low points, septic system, if visible, and slopes.

We will prepare a topographical survey map that is a graphic pictorial representation of the above ground features on the subject property. For the purpose of this project, the topographical mapping will be on 30 scale mapping and one foot contours. Vertical data will be tied into NAVD 88.

The contouring information will be generated through ground survey work. We will locate any utilities that are visible above the ground.

Maser Consulting will locate and establish boundary lines and map in alignment affected by the new proposed easement, and reference existing plans and deeds along the easement. We will prepare a Legal description and map showing proposed easement as required by client. (We assume 7 maps/descriptions at \$300 per lot).

**Lump Sum Fee** **\$4,500.00**

Client's Initials \_\_\_\_\_



James Osborne  
MC Proposal No. 13000364P  
February 27, 2013  
Rev. February 28, 2013  
Page 2 of 2

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions previously provided. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

**CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

If you find this proposal acceptable, please sign where indicated above, and return one signed copy to this office. This proposal is valid for 60 days per business terms.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

Andrew B. Fetherston, P.E.  
Principal Associate





**11. WORKERS COMPENSATION INSURANCE: N.Y.S. Insurance  
Fund/Glatfelter Brokerage Services**

2.27.13

# *Glatfelter Brokerage Services*

## **WORKERS' COMPENSATION INSURANCE PROPOSAL**



**FOR: TOWN OF NEWBURGH**

**Prepared by:**

John R. Fleury, CIC

Sales Executive

52 Corporate Circle, Suite 210

Albany, NY 12203

Office: (800) 833-8822 x6983

Cell: (518) 618-6400

E-Mail: [JFleury@glatfelters.com](mailto:JFleury@glatfelters.com)

January 27, 2013

## Town of Newburgh Workers' Compensation Cost Summary

### Workers' Compensation Policy

**Carrier:** New York State Insurance Fund

**Policy period:** 4/1/2013 – 4/1/2014

**Policy Premium\* and Management Fee\*\*:** **\$765,913**

#### **Premium Payment options:**

100%, 25% down and 9 equal monthly installments  
or 12 equal monthly installments. (A \$10 service charge  
will be applied to each installment payment.)

**Premium Calculation:** See "Details of Premium Calculations  
and Summary Lines" sheet under NYSIF tab

\* *Subject to Audit*

\*\* *Broker fee billed separately in lieu of Insurance Company commission.*

**Broker Services Provided:** See "Services Provided" under the GBS Tab

### Open Claims TPA Fee

This fee is for administrative cost of handling the  
remaining open claims from the Orange County self-insurance plan.

#### **TPA: FCS Administrators**

Cost: \$5,800 one-time set up fee and \$625 per claim (annually)

Open Claims: 24

**Total First Year TPA Cost:** **\$20,800**

---

**Total Cost:** **\$786,713**

## Opportunities for Future Savings

### Experience Modification Factor

Since the Town is currently a member of a self-insured pool, your prior claims experience has not reported to the New York Compensation Insurance Rating Board (NYCIRB). NYCIRB promulgates Workers' Compensation experience mods for all NY Insurance carriers and the New York State Insurance Fund. Because of this, your experience modification with the State Insurance Fund will be 1.00 and remain at 1.00 until the Town generates two (2) full years of premium/claims experience. If the Town's WC claims experience is satisfactory for the 4/1/13-4/1/14 and 4/1/14-4/1/15 policy years, there is the potential for a premium savings for the 4/1/15-4/1/16 policy based on a credit experience mod.

### NYSIF Discounts

The New York State Insurance Fund (NYSIF) can offer discounts up to 35% off of their filed rates. When underwriting the Town of Newburgh and the past claims experience versus premium, NYSIF applied a 25% differential. (Surcharge on premium) If the future claims experience with NYSIF is favorable, there is the real possibility of removing the differential and potentially adding a discount.

### Dividends - NYS Public Entities Safety Group 497

Glatfelter Brokerage Services is the Group Manager for NYS Public Entities Safety Group 497. Safety Groups are a State Insurance Fund program and they allow like members to pool their experience in order to hopefully pay dividends. Safety Groups are strictly underwritten and NYSIF would not permit a Safety Group proposal for the Town of Newburgh at this time. By allowing Glatfelter Brokerage Services to manage the Town's policy, we can apply with the State Fund annually for admittance to the Safety Group. Admittance would be based on future satisfactory claims experience.

Dividends for Safety Group 497 have averaged nearly 30% over the last 15 years. The Group has paid dividends for 28 consecutive years with the lowest dividend being 22.5%.

# NEW YORK STATE INSURANCE FUND WORKERS' COMPENSATION PREMIUM WORKSHEET

Annualized Quote: 4/1/2013 - 4/1/2014

1. SIF Manual Rate Premium:		<u>527,874</u>
2. Experience Rating Credit / Debit:	0% of item 1	<u>0</u>
3. SIF Standard Premium:	100% of item 1	<u>527,874</u>
4. Expense Constant:		<u>250</u>
5. SIF Base Premium:		<u>528,124</u>
6. Terrorism Premium:	\$ 0.054 per \$100 of Payroll	<u>5,520</u>
7. Natural Disaster & Catastrophe Prem:	\$ 0.011 per \$100 of Payroll	<u>1,124</u>
8. Total Terrorism Premium (Terrorism + Disaster):		<u>6,644</u>
9. SIF Base Premium + Total Terrorism Premium:		<u>534,768</u>
10. State Fund Differential:	25% of item 3	<u>131,969</u>
11. Estimated Annual SIF Premium + Total Terrorism Premium:		<u>666,737</u>
12. Assessment Charge:	9.2% of item 9 less item 4	<u>49,176</u>
13. Estimated Annual SIF Premium + Total Terrorism & Assessment:		<u>715,913</u>

<u>CODE</u>	<u>Payrolls</u>	<u>SIF Rates</u> <u>Eff: 10/1/2012</u>	<u>Manual</u> <u>Premium</u>
	Please see attached		

Policy Issuance Subject to Section 93B of WC Law.

Quotation Effective Until: **4/28/2013**

Premium Subject to Audit Adjustment

PUBLIC ENTITY: Town of Newburgh

ADDRESS: 1496 Route 300

CITY: Newburgh, NY 12550

REQUESTED BY: John R. Fleury, CIC

AGENCY: Glatfelter Brokerage Services

ADDRESS: 52 Corporate Circle  
Albany, NY 12203

TELEPHONE: (800) 833-8822

FAX: (717) 747-7014

DATE: February 27, 2013

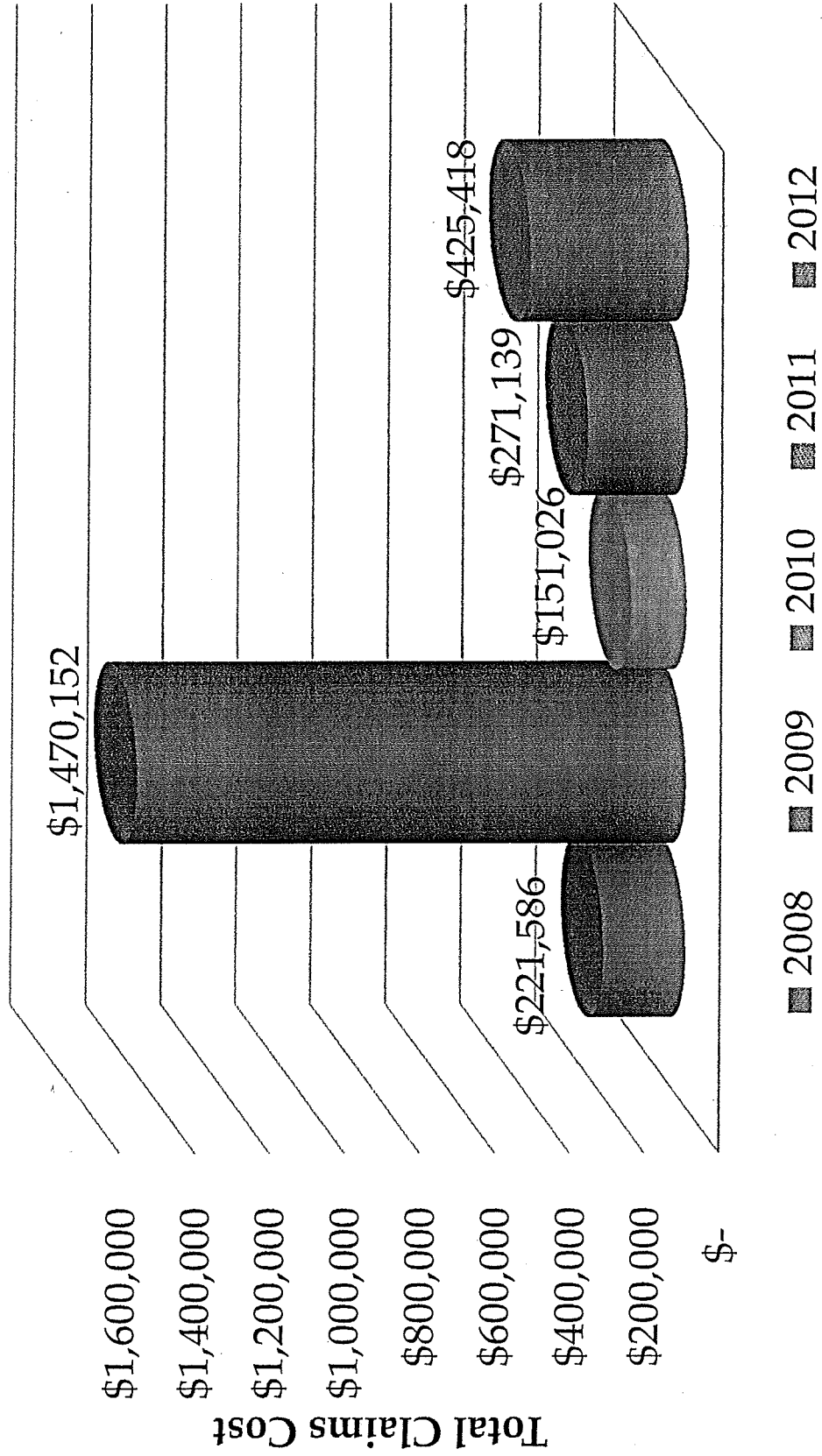
Town of Newburgh

<u>Code</u>		<u>Payrolls</u>	<u>SIF Rates</u> <u>Eff: 10/1/2012</u>	<u>Estimated</u> <u>Premium</u>
5506	*	1,542,329	19.93	307,386
7520		404,226	8.84	35,734
7580		160,010	5.06	8,097
7720		4,309,300	2.06	88,772
8385		272,955	11.73	32,018
8394		69,366	7.21	5,001
8810		2,288,392	.26	5,950
8831		102,514	2.1	2,153
9026		227,762	4.89	11,138
9063		216,595	1.29	2,794
9101		7,924	6.62	525
9102		47,604	4.1	1,952
9410		572,909	4.6	26,354

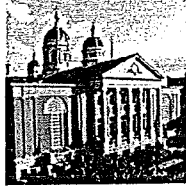
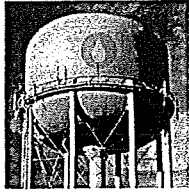
\* Construction Employment Territories Differential 0.0%

Total Manual Premium \$ 527,874

# Town of Newburgh Workers' Compensation Claims Analysis







# INSURANCE VS. SELF FUNDED POOLS

INSURANCE	SELF FUNDED POOLS
Insurance is risk transfer.	Pooling is risk sharing, a form of risk bearing.
You pay a guaranteed, fixed premium for full transfer of risk to another party. No matter how many claims you have, you do not pay any more premium for the policy term.	You may pay an assessment or estimate of your share of the pool's expenses. If your losses or the losses of others exceeds the estimates, then you may be assessed for any additional amounts.
You are not obligated for anything other than your quoted premium and adherence to policy conditions. If the insurance company loses money, that's their problem, and their stockholders lose money.	You are jointly liable for all claims losses, even if you did nothing to contribute to the losses. If the pool loses money, that's your problem, and your local taxpayers lose money.
You select the best program and agent relationship. If the program or agent doesn't meet your expectations, you have no long-term obligation.	You may be obligated indefinitely beyond the policy year. Even if you leave the pool, you may remain indebted to the pool, and still may be assessed additional money.
You are transferring the risk by purchasing an insurance policy, thereby protecting the taxpayers' money.	You may be entering into a long-term, speculative venture, using taxpayers' money as investment capital.
Insurance companies are subject to receiving independent financial ratings from rating agencies and are subject to regulatory scrutiny of state insurance departments.	Pools typically are not overseen by state insurance departments nor do they receive independent financial ratings.
In the event of an insurance company insolvency, you have rights of recovery against your state guarantee fund.	You are sharing risk, do not have the ability to collect from the guarantee fund, and may have to pay additional monies if the pool does not have the funds to pay claims (member assessment).

To learn more about the advantages of the Glatfelter Public Practice program contact us at 888.855.4782 or visit [www.GlatfelterPublicPractice.com](http://www.GlatfelterPublicPractice.com).

**THE PUBLIC ENTITY INSURANCE SPECIALIST**

**GLATFELTER  
PUBLIC  
PRACTICE** <sup>SM</sup>  
A Division of Glatfelter Insurance Group

888.855.4782 • [www.GlatfelterPublicPractice.com](http://www.GlatfelterPublicPractice.com)

*This flyer is only a brief illustration of our program and may contain unintentional inaccuracies, outdated material or coverages not included in our quotations. You must refer to the actual insurance policy for a description of coverages, exclusions and conditions. Specimen policies are available for review and analysis. Coverage may not be filed and/or available in all states.*

# Understanding the Risks of Self-Insured Pools

By: John R. Fleury, CIC

Self-Insuring for Workers' Compensation has always been an option for New York businesses. If a business did not wish to purchase coverage from a traditional insurance carrier or the State Insurance Fund, employers had the option to either self-insure individually or join together with other like businesses and operate as a group self-insured trust. These Group Trusts offered members Cost Savings, Safety Training, Enhanced Coverage Options and Claims Handling. These Groups had been running smoothly for years until 2006 when several Group Trusts were found to be either insolvent or closed due to pending insolvency.

In 2009 the State of New York appointed a Task Force to review the self-insured trust system and to quantify the exposure the NY Workers' Compensation system was facing based on the revelation of the failing trusts. After thorough analysis of Group Trusts, the Task Force published their findings and found that there was a \$498 million funding shortfall in the system. Based on the joint and several liability structure of self-insured pools, all Group Trusts (even solvent Groups) were hit with significant assessments in an attempt to make the system whole. Because of this substantial flaw in the oversight of Group Trusts, the State of New York imposed significant financial requirements and regulations on the self-insurance system. In part, this caused the demise of most self-insured trusts in New York.

**I am a Public Entity and currently in a self-insured pool. How did these new financial requirements and regulations affect my Group?** Groups that consist solely of State or local public entities are considered to be exempt from many of the annual report filings and the financial requirements applicable to private group trusts. This exemption is based upon the premise that the employer members of these public groups have taxing authority which supports the payment of their claims.<sup>1</sup> In laymen's terms, there is little oversight of your group because if your pool does become insolvent and/or you are assessed due to financial shortfalls of the Group, your ability to pay any such assessment from your tax base eliminates any potential burden to the Worker's Compensation system.

**What are the negatives of a self-insured pool?** Joint and Severable Liability is the most significant negative aspect of this structure. Your contribution amount for a given year is never final until the pool can reconcile that enough funds have been collected from group members to offset claims. Because Workers' Compensation claims can last for an extended period of time, it could be years until a shortfall is discovered and members would be assessed additional contributions in order to make the Group whole. Unless your Group Administrator can provide satisfactory audited financials as to the solvency of the Group, you may be undertaking an unnecessary risk which is only perpetuated by continued membership.

<sup>1</sup> Task Force on Group Self-Insurance: Report to Governor Paterson and the New York State Legislature, 2010  
<<http://www.wcb.ny.gov/content/main/TheBoard/SelfInsuranceTaskForceReport.pdf>> (August 14, 2012).

**If my pool becomes insolvent, what are my options?** Typically the Joint and Several Liability outcome is most prevalent. By collecting the additional funds needed from members in order to make the Group solvent, the Group may be able to continue operations. An alternative to Joint and Several Liability in the case of insolvency would be (after liquidating all assets of the Group Administrator) the member's claims (and the liability for said claims) would be distributed back to the member. This could generate a significant financial burden to the member as not only would they have to find coverage on a going forward basis, they would have to hire a Third Party Administrator and pay the liabilities from past claims.

**Has this ever happened to a Public Entity Pool?** Yes. Compensation Risk Managers administered the Public Entity Trust of New York. In 2007 their Group became insolvent and went bankrupt. This caused the Workers' Compensation Board to levy a \$7.6 million deficit assessment against the Group members. Some of the most significant assessments were \$834,920 to the Town of Greenburgh and \$611,841 to the Mount Vernon School District.<sup>2</sup> In 2010, a Connecticut Public Entity insurance pool, Municipal Interlocal Risk Management Agency (MIRMA) assessed 60 member municipalities \$9.5 million in retroactive fees to cover losses.<sup>3</sup> Several other New York County run self-insurance pools have recently ceased operations causing members to find coverage elsewhere and take on the financial burden of past claims.

**How is the NY State Insurance Fund different?** As with a traditional insurance carrier, there is no Joint and Several Liability or risk of assessments due to financial shortfalls. The premium you pay for a policy year is final (subject to payroll audit) and will NEVER be adjusted due to claims activity or a funding shortfall. Traditional insurance carriers are subject to strict financial requirements and their solvency is graded periodically by several independent companies. They also pay into a Guarantee Fund to go toward paying claims in the event an insurance carrier becomes insolvent. As a State Agency, the State Insurance Fund does not pay into the Guarantee Fund. Nor are their financials independently reviewed by a rating agency. They are offline of the State budget and the premiums collected are used to pay current and future claims as well as administrative costs. The financial stability of the New York State Insurance Fund is backed by the full faith and credit of the State of New York.

Whether you are a current member of a self-insured pool or considering membership, it is important to know and understand all of the risks. Self-insurance groups were established when traditional insurance coverage was too expensive or difficult to acquire. In today's marketplace, traditional coverage is not only easily available to Public Entities, it is often more affordable than self-insured pools. Insurance coverage is only as good as the financial stability of the company you are buying it from. Understand that in the event of a Group Self-Insurance Pool's insolvency (even if the chance of that insolvency is remote) you as a Group member are retaining a potentially significant exposure.

*John R. Fleury, CIC is a Sales Executive for NYS Public Entities Safety Group 497 managed by Glatfelter Brokerage Services in Albany, NY. Public Entities Safety Group 497 has been providing fully insured Workers' Compensation coverage to New York's Public Entities for over 30 years. The Group has a distinguished history of paying strong, consistent dividends to their over 450 members. Please contact John at (800) 833-8822 ext. 6983 or E-mail him at JFleury@glatfelters.com.*

<sup>2</sup> "Greenburgh, Mount Vernon Taxpayers must pay for self-insurance default", *The Journal News*, October 11, 2010.

<sup>3</sup> "Westbrook to pay \$26G insurance fee", *New Haven Register*, August 24, 2010.

### **New York State Insurance Fund - Information**

NYSIF was created as part of the law to guarantee the availability at all times of workers' compensation protection at the lowest possible cost to any employer seeking coverage. The law requires that "such premiums in NYSIF shall be fixed at the lowest possible rates consistent with the maintenance of a solvent fund and of reasonable reserves and surplus."

NYSIF is a self-supporting insurance carrier that competes with private insurers in the workers' compensation and disability benefits markets. Operating income is derived solely from insurance premiums and investments. NYSIF is the largest provider of workers' compensation insurance in New York State.

NYSIF offers quality insurance plans for all New York businesses. Services include claims case management and workplace safety programs at no extra cost.

- State Agency operating off line of the State budget
- Fully Insured, First Dollar coverage
- Backed by the full faith and credit of the State of New York
- 38% market share of all WC insurance in New York State
- Fifth largest WC insurer in the US
- National Leader in fighting WC Fraud: 141 arrests in 2011 resulting in an estimated savings of \$12.8MM
- Local NYSIF Business Office for the Town of Newburgh:

**New York State Insurance Fund  
105 Corporate Park Drive  
Suite 200  
White Plains, NY 10604-3823  
914-701-2120**

## Services Provided by NYSIF

- Online Claims Filing
- Online access to Account, Claims and Billing information
- Safety and Risk Control Services
  - On site assessments
  - Online Safety Videos
  - Safety Posters and Material
- Recommendation of Care Program (Coventry Network)
- Return to Work program assistance
- Wellness in the Workplace program assistance
- Nurse Case Managers
- Certificates of Insurance
- Online Bill Payments
- Quarterly Newsletter
- **Medical Providers**
  - Can submit Reports and Medical Bills online directly with NYSIF
  - Access an Explanation of Benefits
  - Can access the NYSIF online system to track their payment
- **Claimants**
  - Locate Network Pharmacy (Express Scripts)
  - Sign up for Direct Deposit
  - Online access to claim and check information

## NYSIF Mission Statement

Provide timely and appropriate indemnity and medical payments to injured workers.

Ensure that all New York businesses have a market for workers compensation insurance available to them at a fair price.

Maintain a solvent State Fund that is always available for New York businesses.

Be a competitive force in the marketplace as an industry leader in price, quality and service.

## Financial Highlights

### Workers' Compensation Fund

	2011	2010	2009
Net written premium	\$ 1.50B	\$ 1.31B	\$ 1.31B
Net earned premium	1.47B	1.31B	1.31B
Net investment income	597.5M	707.5M	155.2M
Net income (loss)	5.4M	400.4M	(233.6)M
Total admitted assets	14.27B	13.93B	13.69B
Total surplus	2.80B	2.82B	2.39B

### Disability Benefits Fund

	2011	2010	2009
Net written premium	\$ 9.30M	\$ 9.70M	\$ 16.6M
Net earned premium	12.2M	12.0M	15.2M
Net investment income	13.6M	16.3M	6.20M
Net income	11.0M	14.3M	6.70M
Total admitted assets	193.5M	172.7M	147.7M
Total surplus	120.6M	109.4M	96.3M

## About NYSIF

NYSIF was created by the Workers' Compensation Act of 1914 to guarantee workers' compensation protection to any employer seeking coverage in New York. The law requires that "premiums in NYSIF shall be fixed at the lowest possible rates consistent with the maintenance of a solvent fund and of reasonable reserves and surplus."

NYSIF consists of two separate funds, the Workers' Compensation Fund, insuring employers against occupational injury and disease suffered by their employees, and the Disability Benefits Fund, established in 1949, to provide temporary cash benefits for employees who sustain disabling off-the-job injuries or illnesses.

NYSIF is a self-supporting insurance carrier that competes with private insurers in the workers' compensation and disability benefits markets. Workers' compensation and disability benefits insurance are mandatory in New York State for most employers.

NYSIF offers quality insurance plans for all New York businesses. Services include workplace safety and loss control programs and claims case management, at no extra cost. If you have employees located in New York State, NYSIF may be able to help you control the costs and losses associated with on-the-job and off-the-job injuries or illnesses.

ONLINE SERVICES AVAILABLE

EASY ONLINE PAYMENTS

NEW YORK STATE INSURANCE FUND

SOME THINGS FOR EVERYONE

All

- Request a Quote
- Validate a Certificate of Insurance
- Report Fraud
- Free Workplace Safety Materials

**Policyholders/Brokers**

- Create an Online Account\*
- Create Certificates of Insurance\*
- Submit Report Payroll\*
- Access Policy Statements and Info\*
- Pay Your Bill\*

**Underwriting Inquiry\***

- Where's My Check?\*
- General Inquiry\*
- Report an Injury\*
- Access C-105 Notice of Compliance\*
- Claim Inquiry\*

**CONNECTS Claims Tracking\***

- Premium Calculator\*\*
- Access DB-450 Notice of Proof of Claim for Disability Benefits\*\*

**Medical Providers**

- Submit Reports and Medical Bills\*
- Access an Explanation of Benefits\*
- Where's My Check?\*
- Submit Variance Requests\*

**Claimants**

- Where's My Check?\*
- General Inquiry\*
- Claim Inquiry\*
- Contact Your Case Manager\*
- Locate a Network Pharmacy\*
- Sign Up for Direct Deposit\*

**Vendors**

- Procurement Opportunities
- Investigator Access\*
- Independent Medical Exam Access\*

\*Available for workers' compensation or disability benefits customers. \*\*Workers' comp. only. \*\*DB only.



Pay your policy premium online via electronic funds transfer using NYSIF eCHECK or pay by debit or credit card.\* Save mailing costs and ensure that your payment is received on time to avoid cancellation.

or

Pay by telephone at 877-309-6028

\* A 2.5% convenience fee is charged by Official Payments Corp. for credit card payments. NYSIF receives no part of this fee. There is no fee for using NYSIF eCHECK. Payment is deducted immediately from your bank account when you use NYSIF eCHECK.

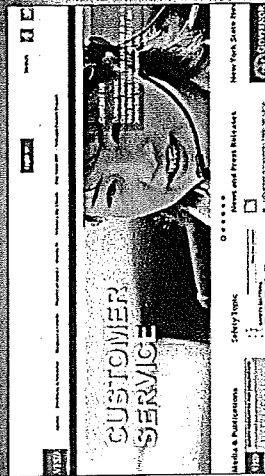
**ABOUT SECURITY**  
 Website security is a NYSIF priority. For certain online accounts NYSIF requires a Personal Identification Number assigned by NYSIF and mailed to authorized registrants. For full access, NYSIF requires PIN authentication the first time you use your online account, after which you can login with your user name and password anytime. Some services do not require an online account.

**SYSTEM REQUIREMENTS**  
 NYSIF Online services require Internet Explorer 5.5 or higher with Java Scripting enabled. PDF documents require Acrobat Reader, a free download from [www.adobe.com](http://www.adobe.com).

1/13



ONLINE SERVICES  
**nysif.com**

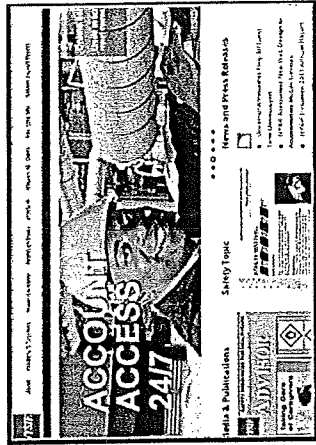


24/7 ACCESS  
 AT A COMPUTER  
 NEAR YOU

[nysif.com](http://nysif.com)

NEW YORK STATE INSURANCE FUND  
 Workers' Compensation & Disability Benefits Specialist since 1914

Andrew M. Cuomo  
 Governor



- Employers
- Workers
- Safety Managers
- Brokers
- Medical Providers

Just a  
 click away @  
**nysif.com**



Like us on Facebook  
[www.facebook.com/newyorkstateinsurancefund](http://www.facebook.com/newyorkstateinsurancefund)



Follow us on Twitter  
[www.twitter.com/nysif\\_1914](http://www.twitter.com/nysif_1914)

# We changed our look to improve access to service for all stakeholders!

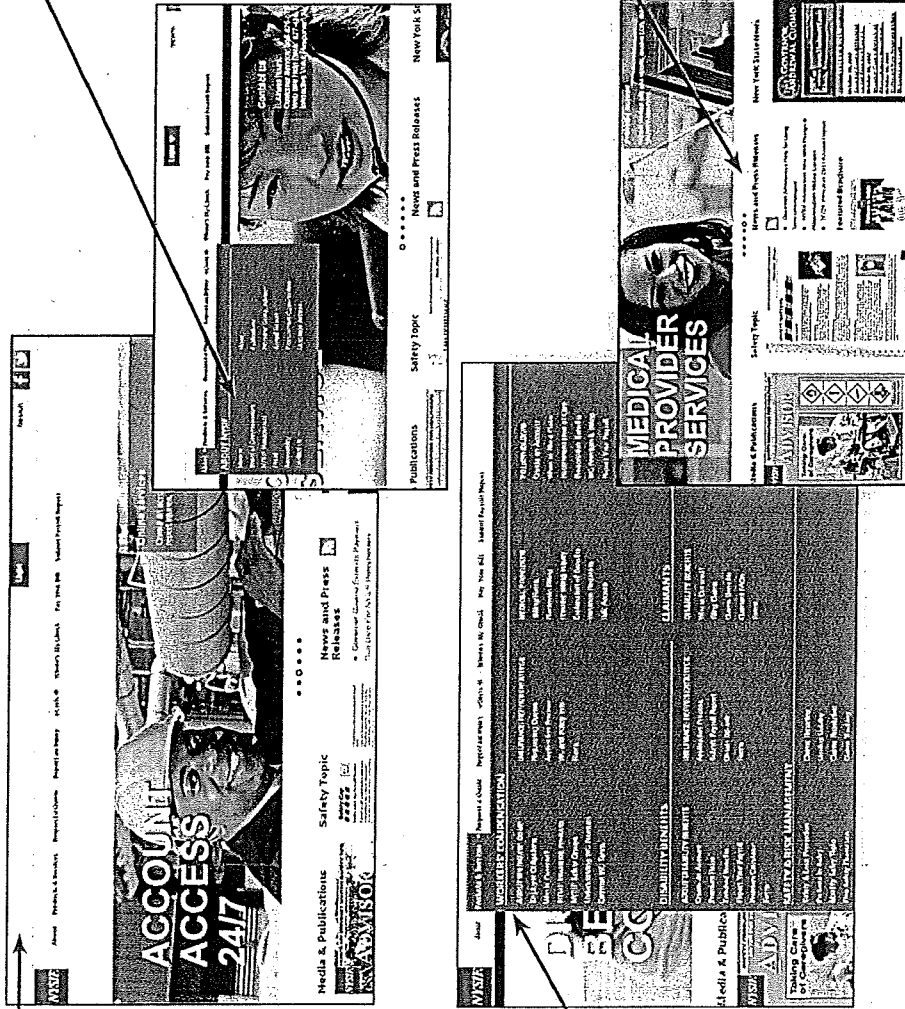
## Login/Online Services

- Login or create an account
- Request a quote for workers' compensation or disability benefits insurance
- Report an injury with NYSIF eFROL® (First Report of Injury)
- Access NYSIF eCERTS® to create, print or validate a NYSIF certificate of insurance
- Click "Where's My Check?" for the status of a benefit payment, or medical provider billing inquiry
- Pay your bill with NYSIF eCHECK
- Submit your payroll report

## Products & Services

- Access all NYSIF services and features under four main categories:
- Workers' Compensation
- Disability Benefits
- Claimants
- Safety & Risk Management

Including important page links and forms for policyholders, claimants, medical providers and insurance representatives.



## About NYSIF

- Learn about NYSIF services and insurance plans for any business
- Contact Us - for web assistance, office locations and to reach our Customer Call Center; locate commonly-used forms, frequently-asked questions, and a fast, complete overview of online services menu
- Access online publications
- Find procurement opportunities for vendors, including MWBE
- Download multi-lingual Language Access documents
- Report fraud

## Newsroom

Quickly find NYSIF news and media including:

- Our award-winning publications
- Monthly safety topic
- Press releases
- New York State news

Scroll the top panel for links to featured information and services.





**The power to manage your  
claims more effectively**

**NYSIF eFROI®**

**Electronic First Report of Injury**

**Go to [nysif.com](http://nysif.com)>Contact NYSIF>Online  
Services or call 1-888-875-5790**

*The sooner you report a worker injury, the more  
you may be able to reduce the cost of the claim!*

New York State Insurance Fund

**D**elays in the claims process can be costly. Control workers' compensation claims cost and expedite efficient claim case management by making a timely first report of injury.

Did you know the fastest, most efficient way to notify NYSIF about workplace injuries is with our electronic First Report of Injury system, NYSIF eFROI®?

Reporting claims with NYSIF eFROI® expedites the entire claims process, facilitating claims handling, reducing errors and delays, and accelerating medical treatment strategies to speed recovery.

Early filing facilitated by NYSIF eFROI® helps lower claim costs by allowing a NYSIF case manager to actively manage the claim as soon as possible. Study after study shows the quickest way to shorter claims duration is active case management from day one. Don't wait for a paper claim form to reach NYSIF. Start using NYSIF eFROI® today.

You don't need an online account to use NYSIF eFROI®. Just go to [nysif.com](http://nysif.com)>Contact NYSIF>Online Services to get started.

**Tap Into the Power of NYSIF e-FROI®**

*- the fastest way to claims resolution*

- ⚡ Report injuries to NYSIF 24/7, expedite claims handling
- ⚡ Allow proactive case management by NYSIF staff
- ⚡ Speed needed medical care to help with recovery
- ⚡ Eliminate errors, reduce costly delays, cut potential claim costs

File C-2 claim forms electronically with NYSIF and the Workers' Comp. Board

(The law requires employers to retain all accident records for 18 years, even if the claim is non-reportable. Completing NYSIF eFROI® online facilitates your record-keeping requirements.)

Have your policy number, date of injury and employee social security number ready when using e-FROI



## Recommendation of Care

### ***Potential 15% Savings on Medical Claims Costs is easy as A...B...C... Here's How:***

NYSIF offers policyholders a Recommendation of Care (ROC) program, which has a potential for savings of up to 15% on the medical cost of claims. The program is administered by the Coventry network of more than 34,000 medical providers.

### **To drive down the medical costs of claims:**

- A.) Send NYSIF a signed "Recommendation of Care Program (ROC) Acknowledgement Form" (download from the Forms page under Workers' Compensation Forms – Employer on [nysif.com](http://nysif.com)) by one of the following methods:
- E-mail a signed copy of the form to [Roc@nysif.com](mailto:Roc@nysif.com)
  - Or, fax a signed copy of the form to **212-312-7120**
  - If you cannot e-mail or fax the form, send the signed original to:  
New York State Insurance Fund  
199 Church Street  
Attention: ROC  
4th Floor Claims Administration  
New York NY 10007
- B.) Give the "Claimant Information Packet" (download from the Forms page on [nysif.com](http://nysif.com)) to the injured worker at the time of injury, and:
1. Give the injured worker Form C-3.1, "Notice of Right to Select a Workers' Compensation Board Authorized Health Care Provider" (download from the Forms page under Workers' Compensation Forms – Injured Worker on [nysif.com](http://nysif.com)), immediately following the injury.
  2. Have the injured worker sign and return the form to the policyholder.
  3. Keep a record of receipt of the signed C-3.1 form, and maintain the signed original.
  4. Follow-up if the injured worker fails to return the C-3.1 form, and clearly document all attempts to obtain the signed form (letters, phone calls, etc.).
- Receipt or non-receipt of the signed C-3.1 form must not hinder any injured employee in securing timely, appropriate treatment for a work-related injury/illness.
- C.) When you post or provide employee communication about ROC, **clearly indicate that:**
1. Use of Coventry network medical providers is **strictly voluntary**.
  2. Injured workers may obtain a list of authorized healthcare providers from the Workers' Comp. Board.
  3. Injured workers may choose/change providers at will without jeopardizing medical or indemnity benefits.
  4. For any work-related injury/illness, the injured worker retains the right to be treated by any physician, podiatrist, chiropractor, or psychologist who is authorized by the NYS Workers' Comp. Board.

**To locate an ROC network provider use [www.talispoint.com/cvty/wcnyg](http://www.talispoint.com/cvty/wcnyg) or request a local provider listing at 1-800-842-2917.**

## **Glatfelter Brokerage Service**

### **About**

Glatfelter Brokerage Services (GBS) is located in Albany, NY and is a division of Glatfelter Insurance Group. Glatfelter Insurance Group is one of the largest privately owned insurance brokers in the United States. We have 500 associates and 4,500 independent brokers serving 25,000 clients. GBS currently manages over 550 New York State Insurance Fund Workers' Compensation policies comprised primarily of public entities.

### **Services Provided**

- Dedicated staff to handle Claims, Underwriting and Audit support
- Direct access to NYSIF computer system to easily assist in customer support
- Claims analysis and review
- Experience mod analysis, review and forecasting
- Provide Certificates of Insurance
- Policy analysis and review every renewal cycle
- Every renewal cycle, review the policy and claims experience to determine acceptance to NYS Public Entities Safety Group 497
- Safety and Risk Control Resources
  - Library of online materials and videos geared specific to Public Entity safety
  - Availability of on-site Safety assistance by a GBS Associate
  - Quarterly newsletter geared specifically to NY Public Entities

### **Sample List of Towns Glatfelter Brokerage Services Manages for NYSIF**

- |                          |                          |
|--------------------------|--------------------------|
| • Town of Queensbury     | • Town of Tuxedo         |
| • Town of Guilderland    | • Town of North Salem    |
| • Town of Camillus       | • Town of Orchard Park   |
| • Town of East Greenbush | • Town of Somers         |
| • Town of Pound Ridge    | • Town of Blooming Grove |
| • Town of Lockport       | • Town of Crawford       |



# safety

## Working safely on the **HIGHWAYS**

By Dr. Bill Jenaway and Scott Harkins

Working on or alongside a highway presents a number of hazards whether you are performing construction, maintenance work or operating at an emergency scene. Not only are there hazards to the workers, but the general public and passing motorists as well. Safe design of work zones and emergency scenes can go a long way in

protecting individuals from injury and vehicles from damage while maintaining some level of traffic flow.

The responsibility for planning, designing, and implementing work zones and setting up emergency scenes lies primarily with the municipality and/or emergency service organization. The better the design and implementation, the better the potential for positive outcomes as it relates to the workers and motorists.

The Federal Highway Administration's National Highway Work Zone Safety Program ([www.fhwa.dot.gov](http://www.fhwa.dot.gov)) provides guidance on enhancing work zone safety, and can be used as a guide for developing work zone safety programs. The Emergency Responder Safety Institute is one organization that provides guidance for emergency service personnel working on highways. This guidance can be found on their Web site ([www.respondersafety.com](http://www.respondersafety.com)).

### *Risk management tips for managing work zones*

Potential hazards can vary at each work zone. As such, planning is important to help ensure that the work will be performed in the safest possible manner. Consider doing the following:

- Inform affected municipal employees and contractors of the traffic work zone plan.
- Assign responsibility for ensuring compliance with the traffic control plan.
- Evaluate the work zone conditions and safety devices before starting work on each shift and periodically throughout the shift as construction activity proceeds.
- Cover over or remove any signs that do not relate to the work zone specific traffic instructions.
- Close off streets, sidewalks or other public areas where there will be potential hazards created by the project.
- Maintain the roadway surface through the construction work zone in a condition that will permit the safe movement of vehicles.
- Establish, monitor and enforce speed limits based on the work zone configuration.
- Mark the location of traffic cones, barrels or other channeling devices on the pavement by paint or other methods so that they can be reset if accidentally moved.
- Provide flashing amber lights for construction site vehicles.
- Provide a variety of signs and portable barricades for the project.
- Provide reflective and/or illuminated signs when used over night or remain up for extended periods.
- Install signs at the standard height anticipated by motorists.
- Use steady lights to delineate travel areas.

- Use flashers or flags on 24-hour signs to enhance visibility.
- Provide signs saying "Personnel Working" or similar wording during times when individuals are actually working.
- Provide workers with high visibility clothing appropriate to the traffic conditions and work to be completed.

### *Risk management tips for managing emergency activities*

Concern for the wellbeing of emergency service responders (fire, EMS, police) when working at emergency scenes on highways led to the development of the following Ten Cones of Highway Safety:

- There is no substitute for training: Incorporate proper equipment/apparatus placement and scene safety procedures into training exercises. Provide feedback to participants on proper and improper actions.
- Multi-agency coordination and communications are a must: A unified Incident Command is essential. All agencies routinely dealing with (highway, police, sewer, water fire, EMS) should agree upon and practice with a common Incident Command System.

- Identify areas of known high incident rates: Be prepared and establish pre-incident plans for areas that have a high number of traffic incidents and/or where personnel routinely park or stage along busy roadways. Establish standard operating guidelines (SOGs) including, but not limited to, response routes, apparatus and personnel placement, traffic diversion routes and site hazards.
- Limit your exposure... limit your time: Do jobs properly but do it with the minimum amount of equipment, personnel and lane restrictions necessary without jeopardizing the operation or personnel safety. Don't linger. Once finished, wrap up and get off of the roadway as soon as possible.
- Give traffic plenty of warning: Utilize signage, cones, flaggers and vehicles to bring attention to personnel presence. Leave plenty of space as well. The speed and volume of the traffic and sight conditions will dictate how much space and warning is adequate.

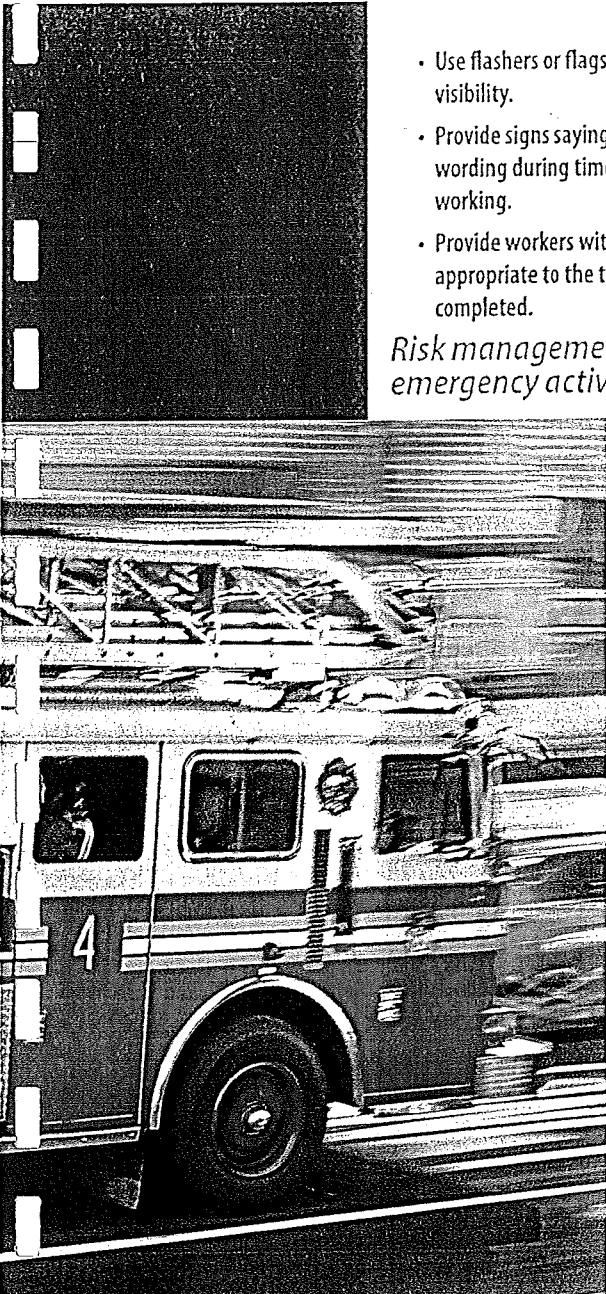
- Protect the scene: Proper placement of larger vehicles between moving traffic and actual operation is key to providing a safety barrier for personnel.
- Always work away from the traffic: Keep personnel away from moving traffic. When possible, do not use vehicles for "blocking" that will be heavily used during the operation.
- Be prepared to shut down the roadway: Coordinate road and lane closures to minimize traffic disruptions, but in emergency situations when safety warrants it and there is no other way to provide a reasonable level of protection, don't hesitate to completely shut down the roadway. Attempt to do this in conjunction with law enforcement. Keep the closure time to a minimum; keeping in mind other hazards may be created by stopping or redirecting traffic, particularly on major roadways and interstates.
- Be seen and not hurt: Keep the emergency scene well lit so that personnel may be seen. Be aware that some scene lighting, if improperly directed, could reduce visibility of oncoming traffic. Turn off apparatus headlights and scene lighting that interferes with the operators of passing vehicles ability to see. Dress for the occasion: Be sure that all personnel have the appropriate protective clothing on, including highly visible colors and reflective material.
- Accountability matters: Knowing where your personnel are and what they are doing is important. Have sufficient personnel onsite to complete the work at hand, but keep in mind that too many people can create unnecessary exposure to injury. During emergency operations, if people are simply spectators (not actively involved in the incident), consider creating a staging area off of the roadway or releasing unnecessary personnel and equipment.

To help ensure these safety points are being carried out consistently at the scene, consider having a standing procedure for highway activities that involves the highway, police, sewer, water fire, EMS and other municipal or authority employees.

Working on or near moving traffic can be extremely hazardous. Take the steps necessary to develop and implement plans to keep personnel safe when working in these potentially hazardous areas.

*Dr. Bill Jenaway is Executive Vice President of Glatfelter Insurance Group's, VFIS Education Training and Consulting. Jenaway is a volunteer fire chief in suburban Philadelphia and a leader in highway safety initiatives with the Responder Safety Institute.*

*Scott Harkins is Senior Vice President of Risk Control at Glatfelter Insurance Group. Harkins has more than 30 years of risk control experience and has served as a volunteer fire chief with two fire departments in New York.*



*About FCS Administrators, Inc.*

FCS Administrators, Inc. is a fully licensed workers' compensation and disability claims management company. It has been providing third party administration for the past four decades, and is recognized as the premier provider for commercial, industrial, and municipal employers who self-insure their workers' compensation claims. FCS' expertise in claims management makes it an attractive partner for insurance carriers that wish to outsource some or all of their New York workers' compensation claims. FCS has a good working relationship with the State of New York Workers' Compensation Board (WCB), which allows FCS to effectively assist its clients with all of their workers' compensation needs.

*Core Competencies*

FCS has several licensed hearing representatives, an on-staff CPA, licensed claims examiners, loss control representatives, and a financial department. Through service excellence and a full understanding of the workers' compensation and disability benefits laws, including municipal law, FCS has grown to be the largest and most successful third party administrator in New York.

FCS is unique in that its core competencies include controlling nearly all administrative services in-house as a more efficient and cost saving measure for its clients. FCS has fully integrated the federal reporting requirements that were established by MMSEA into its adaptive claims system.

*State of the Art Claims System*

FCS has designed a user friendly windows based claims system for all claims management, reporting requirements, and easy client access. Reports can be customized and data analyzed as required to meet each client's needs. All data is secure and encrypted.

FCS offers a variety of standard reports including:

- Instant email notification of newly created claims and increase or reduction of reserves
- Weekly check abstracts
- Monthly detail loss analysis and summaries by department
- Monthly medical fee schedule savings
- Quarterly comparative loss trend analysis and summary progress
- Repeat employee injuries
- Injury by cause, type, body part, department, frequency, total incurred costs, and open and close claims
- IRS filings for each claimant are prepared annually

FCS can disburse reports in any manner specified by its clients.

*Enhanced Client Services*

Every new client receives a comprehensive claims manual including pre filled workers' compensation claims forms, dedicated claim service team contact info, and a copy of the most recent edition of the WCB's Employer's Manual. FCS can customize client services with any of the following:

- Individualized one on one claims reviews
- Return to work efforts
- Small medical self-pay
- Return to work programs
- Loss control services include safety incentive programs and ergonomics training
- Staff medical case management
- Liaison between an individual self-insured and the WCB
- Review strategies for closure

## Services

www.fcsadministrators.com

### *Internet Capabilities*

State of the art Windows based point-and-click claims access. Securely encrypted, FCS clients can review claims status, access all medical documents with claim file, see notes of claim examiner and medical case manager, and review strategies for closure.

Every client is offered the ease of secure on-line reporting of the First Report of Injury (C-2), Injured Employee's Change in Employment Status (C-11), and Employer's Statement of Wage Earnings (C-240).

### *Workers' Compensation Claims Management*

Each client has a dedicated claims team consisting of a team leader, claims examiner(s), and service team. FCS' dynamic staffing model allows for some flexibility in staffing without compromising service to its clients.

### *Contact FCS to Talk About...*

**What impact will federal MMSEA reporting requirements have on your ability to settle claims in the most cost effective manner?**

**New York's Medical Treatment Guidelines necessitate the direct involvement of nurse case managers. Who is ensuring that your claims are compliant with New York's Medical Treatment Guidelines?**

**How do you handle small medical claims, and why is this important?**

In house medical case managers oversee all lost time injury cases and supervise a network of outsourced on-site nurses. Initiatives include:

- Every lost time injury has a three point contact with injured employee, employer and treating physician
- Negotiating the cost of medical equipment
- Facilitating claimant's earlier return to work
- Medical cost containment
- Catastrophic claims management and discharge planning
- Managing critical medical variances of NY Medical Treatment Guidelines

It is FCS' policy to reserve to an ultimate claim value as soon as that is discernible. FCS uses a "realistic approach" to its claims reserving, meaning that it does not reserve for worst-case scenario. Instead reserves are set at what FCS believes to be the ultimate claims cost. This reserving practice has consistently proven to be actuarially sound the majority of the ultimate claim value being reserved within the first 36 months of a claim.

Please contact us to learn how you can drive down the costs of your workers' compensation claims.

Kathleen Camp  
President

