

**LONG LAKE ANNUAL TOWN BOARD MEETING**  
**www.longlake.org**

**Town Board:**

Supervisor Clark J. Seaman  
Councilman Richard B. Dechene  
Councilman Thomas L. Donnelly  
Councilman Dean H. Pohl  
Councilman Craig J. Seaman

**Location: Long Lake Town Hall**

**Date: December 27, 2017**

**Wednesday**

**Time: 7:30 P.M.**

**TENTATIVE AGENDA**

**1. Library Agreement**

**2. Resolution to Accept the Undertaking for the Benefit of the New York State Department of Transportation (“DOT”)**

WHEREAS, the Town of Long Lake receives permits from the DOT for numerous activities within the Town, and

WHEREAS, the access and operation upon State right-of-way is conditioned upon compliance with the Highway Law, Sections 52, 103, 203 and/or 234, and

WHEREAS, the Town Board of the Town of Long Lake will be needing numerous permits on an ongoing basis,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Long Lake does hereby agree with the terms and conditions required by the DOT Undertaking.

**3. Resolution Supporting Police Benevolent Association of New York State, Inc. (Pba of Nys) Proposal to Increase Department of Environmental Conservation Forest Ranger Staffing to a Statewide Total of 175**

WHEREAS, NYS forest rangers have provided care, custody and control of the Forest Preserve and all DEC managed lands throughout the state since 1885, protecting the valuable natural resources and the people who recreate there; and

**WHEREAS**, forest rangers are unequaled stewards of the land who are police officers, wildland firefighters and wilderness first responders that patrol these lands year round; and

**WHEREAS**, the addition of over 1 million acres of DEC managed lands the last several decades without staffing increases has caused the ratio of DEC managed lands per ranger to grow from 1 ranger per 28,516 acres in 1970 to 1 ranger per 53,752 acres today; and

**WHEREAS**, the dramatic increase in recreational use on state lands has led to a corresponding increase in the number of search and rescue operations. In both 2015 and 2016 forest rangers participated in over 300 incidents annually. Those numbers had not been surpassed in the rangers' previous 130 years of existence; and

**WHEREAS**, Adirondack communities rely heavily on tourism associated with state land recreation which, gratefully, has been well-promoted by this administration; and

**WHEREAS**, forest rangers are essential to providing a safe and positive recreational experience for tourists utilizing state land; and

**WHEREAS**, the current level of forest ranger staffing, 135 statewide including supervisors, is not adequate to fulfill their unique mission given the amount of land they patrol and the number of incidents they respond to; and

**WHEREAS**, the proposal by the PBA of NYS to increase forest ranger staffing has wide public and bi-partisan support from local governments, business groups, environmental groups and outdoor recreation clubs for a simple reason: It protects the people from the land and the land from the people; and

**WHEREAS**, this proposal represents the best solution to address the increase in public lands and those utilizing it.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Long Lake does hereby support the PBA of NYS proposal to increase forest ranger staffing to 175 rangers statewide, which is deemed critically important to our community, state land, the environment and the People of the State of New York; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be forwarded to the PBA of NYS, 11 North Pearl Street, Suite 1200 Albany NY 12207, and

**BE IT FINALLY RESOLVED** that a certified copy of this Resolution shall be forwarded to each of the following: New York State Governor Andrew M. Cuomo, New York State Senator James Tedisco and New York State Assemblyman Marc Butler.

#### **4. Resolution to enter into the Workers' Compensation and Employers Liability Program Agreement with PERMA**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the Town of Long Lake, P.O. Box 307, Long Lake, NY 12847, referred to in this agreement as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

**1. Term and Renewal.** The initial term of this Agreement will commence upon execution and will end on the expiration date of current coverage. The agreement will renew automatically for successive one year terms each year thereafter on the anniversary date of its commencement (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it reserves its right not to renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least 60 days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew will be deemed, to the extent otherwise valid, to be a notice of termination under paragraph 13.

**2. Coverage During the term of this Agreement.** PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

**3. Statement of Policy.** As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose. The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (I) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention. The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety coordinator who shall be designated by and responsible to the Chief Executive Officer of the member."

© Reporting of Injuries. All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. **Payroll Classification.** (a) PERMA has the right to audit payroll records. PERMA will estimate the figures based upon a review of the expiring contract payrolls and/or the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member, in accordance with the terms of the coverage document. The member agrees to pay any additional contributions that are required as a result of this annual adjustment within 30 days of notice or invoice. Where appropriate, the member's contribution will be adjusted by refund to the member within 30 days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** PERMA will use population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances to calculate coverage cost for Volunteer Ambulance Coverage, and number of and duties of other volunteers to calculate coverage cost for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion. PERMA may apply credits if there is a dual exposure for paid firefighters and volunteer firefighters protecting the same areas.

5. **Contributions.** The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing rules which are similar, but not identical, to those outlined in the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution within 15 days of the date of commencement, unless a payment plan is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms

permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of the maximum discount to be offered by PERMA. The discount for each member is determined individually by the PERMA underwriting department within the range approved by the PERMA Board of Directors.

7. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

8. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (I) the contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered under the coverage agreement. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8© is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

9. **Safety Program.** PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

The member must identify a named safety coordinator who will be required to complete training PERMA provides, including safety coordinator training, advanced safety coordinator training and accident investigation training. If the member does not already have a safety coordinator, the member will appoint a safety coordinator within six months of the date of commencement and the safety coordinator must complete the required training within 18 months of the date of commencement. If the member fails to satisfy these requirements, the PERMA Board of Directors may terminate its membership.

The member must comply with OSHA/PESH standards and regulations. The member must notify PERMA within 10 days of its receipt of a PESH violation. If the member is not in compliance with OSHA/PESH standards it is subject to a mandatory underwriting review.

The member must have an active safety committee of which the member's safety coordinator is a member. The safety committee must meet at least quarterly and must provide PERMA with an annual schedule of meetings, a list of participants and, upon request, minutes from the meetings which define the committee's safety improvements goals and efforts. The member's failure to comply with these requirements will result in a risk management audit.

The member is required to complete a PERMA accident review with respect to every incident which may give rise to a claim and submit that review to PERMA's Risk Management Department within three days of the incident. The member's failure to complete and submit the incident review will give rise to a safety audit and may result in an underwriting review.

The member agrees that it will cooperate in instituting any and all reasonable safety regulations that PERMA or its designee recommends to eliminate or minimize hazards that can contribute to injuries. The member will allow PERMA or its designee access to the member's facilities, employees and safety committee to perform a risk assessment/safety audit. PERMA may terminate this agreement if the member fails to allow such access. The member's failure to institute suggested safety recommendations may result in an underwriting for review.

10. **Claims.** PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

11. **By-laws, Rules and Regulations of PERMA.** The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

**12. Termination of Coverage and Membership.** This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (I) on 10 days' written notice for the member's failure or refusal to make any required payment, unless the member makes the required payment within 10 days of notice; or (ii) on 60 days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, 30 days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

**13. Notice to the Parties.** Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address as set forth above.

**14. Reporting and Retention Obligations.** Notwithstanding any other provision of this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

## **5. Resolution establishing employee salary rates and benefits for 2018 - 2020**

## **6. Resolution in Opposition to the Storage of Decommissioned Oil and Ethanol Tanker Cars and Unused Train Cars on Unused and Abandoned Sections of Train Tracks Located in the Towns of Minerva and Newcomb**

**WHEREAS**, the Long Lake Town Board has considered the question of the storage of decommissioned oil and ethanol tanker cars and unused railroad cars on unused and abandoned sections of railroad track located in the Towns of Minerva and Newcomb.

**BE IT RESOLVED**, the Long Lake Town Board is opposed to the storage of decommissioned oil and ethanol tanker cars and unused train cars on unused and abandoned sections of railroad track located in the Towns of Minerva and Newcomb.

**7. Proposed Conservation Easement Purchase by the NYSDEC of 4229 Acres along the Northern Border of the Town of Long Lake**

**8. Annual Title III-B Agreement Between the County of Warren Office acting for and on behalf of the Warren-Hamilton Counties' Office for the Aging and the Town of Long Lake for the 2018 Contract Period**

**9. Lease Agreement between the County of Warren acting for and on behalf of the Warren-Hamilton Counties Office for the Aging and Town of Long Lake**

*Agenda is Subject to Change*

**The Town Board Organization meeting will be 1/31/18 at 7:30 P.M.  
at the Long Lake Town Hall.**