

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
TOWN BOARD WORK MEETING
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The meeting was called to order at 7 p.m. by Supervisor Nicholas Dellisanti followed by the Pledge of Allegiance. Other Town Board Members in attendance were Councilman Christopher Norris, Councilwoman Lisa Benway, Councilwoman Shelly Van Etten and Councilman Jeff Russo. Also in attendance were Deputy Town Clerk Marjorie Loux, Tax Collector/Deputy Town Clerk Diane Jordan and 22 members of the public who signed the attendance sheet. Town Clerk Janet Brooks and Highway Superintendent Denis Jordan were absent.

INSURANCE

Supervisor Dellisanti introduced Nolan Pazin from Marshall & Sterling, the Town's Insurance Agent, who in turn introduced Ilana Smith from Trident, the Town's current insurance carrier, and Karen Buckley, from NYMIR (New York Municipal Insurance Reciprocal), who also provided the Town with an insurance proposal. Ms. Buckley provided background as follows:

Since NYMIR is structured a little differently, she wanted to come to the Board Meeting. NYMIR is a reciprocal; and when a municipality becomes insured with NYMIR, that municipality is a NYMIR member, an owner of NYMIR. NYMIR currently handles coverage for 785 New York State municipalities (includes towns, cities, villages and counties). NYMIR was created 20 years ago by the New York State Conference of Mayors, the Association of Towns and the Association of Counties. All that NYMIR does is insure cities, municipalities and public entities. The coverage is tailored and focused for public entities. Their Board of Governors is a Board of your peers, Town Supervisors, Village Mayors and County Administrators. This Board votes on the rates. They help NYMIR enhance coverages, help with training. They know the State mandates on the public entity and all the different rules and regulations that have to be followed as a public entity. They try to develop training to keep up with the State mandates that are put upon the public entity. Some of the loss control services that NYMIR provides are State recognized land use training that can be used by Planning and Zoning Board Members towards the required four-hour mandated continuing education per year.

NYMIR's premiums have gone down for six straight years in a row. Chart was shown to the Board reflecting how the rates have changed over the years. NYMIR tries to stay as stable as possible for the municipalities, keeping in mind it is difficult for municipalities to budget from year to year. Ms. Buckley pointed out to the Board in the year after 9/11, there was a bit of a spike. In spite of the increase, NYMIR had 140 municipalities join the Program that year. Usually, an average of 30 to 40 join the Program. At that time, the capitalization fee charged was 40% of the premium. It is now 10% of the premium. While NYMIR was up here, referring to spike on chart, NYMIR had the largest growth that year. Other traditional companies might have been up here (as indicated on the chart); and when NYMIR is down here (as pointed out on chart), the traditional companies might also be at that level. NYMIR's mission is to be as stable as they can for the public entity, which is budgeting from year to year. NYMIR is rated by A.M. Best with an A rating. NYMIR was upgraded by A.M. Best three years ago. They have been rated by A.M. Best since they could be rated, believed to be starting after the first five years of operation.

NYMIR has a surplus, rainy day fund, of over \$60 million. The fact that NYMIR is an assessable company can bring concerns to mind. The A.M. Best Rating is an A, which is the best you can get other than A+. NYMIR also buys insurance, which is called re-insurance. For a liability claim, a third-party claim, NYMIR only retains the first \$600,000 of the claim. After that, it is passed off to the re-insurers, which are A++ rated carriers in the market place. On a property claim, NYMIR only retains \$250,000 and then it is passed off to the re-insurers.

After Sandy, many people had NYMIR going out of business because of the number of claims in the area affected by Sandy. There were approximately \$7 million worth of property damage flood claims in that area. One occurrence was \$250,000 out of NYMIR's pocket. After that it is all passed off to the re-insurers. The \$60 million dollar "rainy day" fund helps NYMIR pay the claims. That surplus has grown on a consistent basis for the past 20 years in spite of paying flood claims from Irene and Isabel, as well as returning money to NYMIR's insureds.

A couple of coverage differences where NYMIR stands out from the Town's current Trident Program are: NYMIR's flood deductible is \$25,000; Trident's is \$50,000. The Town has a wastewater treatment plant in a Hazard Zone A so the Town would have to have a NFIP in place to cover that. NYMIR is excess over that; it is like a \$500,000 deductible. NYMIR has a short-term pollution endorsement, referred to as the Lake George endorsement. July 4th, a sewer pipe

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burst causing the beach to be shut down. Lake George is one of NYMIR's subscribers and it was noticed that there was a little bit of a short fall in coverage. NYMIR has an appeals procedure which Lake George went through. They talked with NYMIR about some coverage that NYMIR might not have been able to afford them. NYMIR crafted their own Pollution Endorsement to address exposures that a public entity might have with a wastewater treatment plant, with garbage collection, wastewater treatment facilities. It has its own separate limit of \$1 million for a third-party loss. What NYMIR did at the same time was their pollution for first party coverage, which is if something happens on the municipality's own property which has to be cleaned up. NYMIR had \$25,000, which is what the Town has right now with your current carrier, \$25,000 first party property clean up. NYMIR increased that to \$50,000 because \$25,000 is not a lot to have to follow EPA and DEC rules. NYMIR tried to give a little bit more. While some have pointed out \$50,000 wasn't even enough, it is more than \$25,000.

Another difference in coverage was any kind of employment related, any kind of employment practices claims, a wrongful termination, failure to promote, failure to hire. You have a higher deductible on that line of coverage of \$10,000 versus your \$5,000 deductible with NYMIR. NYMIR has drafted many different coverages to endorse on to their policies as a result of some of the appeals that NYMIR has had. NYMIR has an Unsafe Building Demolition Endorsement. NYMIR had a small Town where a building was very unsafe. It was starting to lean out on a main road. The Board went through all the proper procedures. They notified the property owner, they dotted their "i's" and crossed their "t's". They were ready to take the building down, even helping the property owner carry his belongings out while waiting for the fire company. They took the building down and the individual turned around and sued. Under your Liability Policy, one of the exclusions is "intentional acts". That means to take the building down, yes, they did. If you took the wrong building, there would be coverage. So the Supervisor called NYMIR and said they would move coverage if NYMIR couldn't cover this claim. They were told to send an e-mail or fax to the Executive Director. The Appeals Committee would be pulled together. The Executive Director made the determination he wasn't going to pull the Appeals Committee together. NYMIR is supposed to be there for its members, to help them. They were trying to keep their community safe by demolishing that building. While it took some time to get approval from the Insurance Department, NYMIR now has an Unsafe Building Demolition Endorsement, which will give you defense coverage if someone turns around and wants to sue you.

NYMIR also has a Sovereign Citizen Endorsement. NYMIR can endorse coverage on to help Justices or a Public Official get rid of liens that a sovereign citizen may falsely file against a public official. NYMIR gives \$10,000 to help with defense or with legal costs to get rid of those false liens that may be falsely filed.

NYMIR's financials are a matter of public record. It was noted that Mr. Pazin had probably given the Board a lot of information but Ms. Buckley was leaving an additional copy of NYMIR's annual report. A list of the 785 members was left with the Board as well. Questions were raised as follows:

Councilwoman Van Etten questioned how many Greene County towns were covered by NYMIR. Buckley responded Athens, Halcott, Town and Village of Hunter, Jewett, Lexington and Windham. Van Etten further questioned how many villages: Buckley responded actually I just read you a combination of Villages and Towns. Athens is actually a village, Village of Hunter. Van Etten commented you spoke about Flood Insurance and that you have to be in Flood Zone A or B to get flood insurance. Buckley responded Flood Zone B is down on Long Island; Flood Zone A is when you need the National Flood Insurance Program and NYMIR is excess over that. Otherwise, you have Flood Coverage with a \$25,000 deductible on your other properties. Van Etten continued and you spoke about another contract. I have quite a few questions about this contract. You are one of the few insurance companies that actually have contracts. What I am confused about is—well, I am not really confused, but in Section 7, Point #5, it seems to say that a subscriber shall be unlimitedly contingently liable on several bases for any assessment, which may be made according to NYS Law. So does that mean if any other Towns have a catastrophic occurrence, we could be liable and our rates go up? Buckley responded a catastrophic occurrence that we don't have the funds to pay, yes. Van Etten continued they could go up, okay. Buckley continued they could and that is why I talked about the \$60 million, the A.M. Best rating, what NYMIR retains on their own and then NYMIR passes off to the re-insurers.

Van Etten then asked can you explain the investments; we have to put money into a reserve fund. Buckley responded well, the capitalization fees that you see on your. Van Etten, the \$400. Buckley, with your premium, the \$400. It is actually \$402 when we changed your property. That

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is 10% of your premium and NYMIR lets you pay it over five years. What NYMIR is doing right now is after five years, that is being returned to the subscribers. NYMIR does not have outside stockholders. The Insurance Department requires NYMIR to capitalize the company in some way, shape or form and that is how NYMIR does it with the capitalization fee. Van Etten continued and it also says that the accumulation will continue until [Word not understood.] reserve is at least twice the amount of the annual premium. It clearly states that in Section 8, Point #4; and then if you get out before five years, that may become due in whole. So that would be about \$48,000, \$50,000. Buckley responded no, it is not. I am not sure what that part means. I am not an attorney. Van Etten continued well, I did check it with the attorney and that is what he explained to me. Buckley responded well, I would have to get back to you with an answer to that. The capitalization fees that you see there are what you pay over five years. It doesn't change even if you increase your insurance. NYMIR has never changed it in 20 years on the 600, 700 municipalities they have. It has never changed; it has been what you see.

Supervisor Dellisanti questioned if after one-year, we wanted to get out of the program in the second year, we would still have to pay the additional dollars? Buckley responded yes and I was going to address that because you did mention it. Yes, regardless if you stay or you leave, you are responsible for that capitalization fee; and then I would like to sledge-way and say that we have a 99% retention so most of the subscribers joining the NYMIR program stay. 99% are usually very happy. NYMIR has even had some leave and then come back.

Councilman Ruso questioned isn't the capitalization fee \$2,000? Buckley responded it is \$2,000 divided by the five years. Ruso continued so if two-years from now or whatever another insurance company comes in and gives us a quote that is preferable to that of NYMIR, we still have to pay the capitalization of \$2,000? Buckley responded correct. You are responsible for the capitalization. Ruso continued \$400 is built into this year's contract. So would it be fair to say that our insurance with NYMIR at the price, and I don't have it in front of me, \$20 some odd thousand. Van Etten added \$24,500. Ruso continued would actually have another \$1,600 added to that. Buckley responded if you want to look at it that way, you can. Very few do but the \$400 is payable over five years. We don't expect you to pay it up front. Ruso continued if we sign with you, we are committed to it. Buckley responded you are responsible to pay it over five years, correct.

Councilwoman Benway questioned now, one of the things I believe our Ag-fest is also covered by your policy, correct? Buckley responded it is but Nolan and I were talking about that earlier; and he said that you possibly have a bouncy house and a tractor pull. Van Etten clarified yes, we do and I don't see that written anywhere that you would cover it. Buckley responded I know. You don't see everything that we cover or you would be looking at a policy book that would be this long. Benway continued I know that the bouncy houses were excluded as an amusement type ride but I believe the tractor pull was still covered. Buckley responded yes, it is not an athletic event. Van Etten pointed out but the Ag-fest Committee does reimburse the Town for the insurance so it really wouldn't affect what the Town is overall paying and we have been for several years.

Councilman Norris questioned so the capitalization, you get it back after five years? Buckley responded after five years. The Board has been returning the capitalization for the past six years. Our Board of Governors like the loyalty. They are in the program and they feel in order to return money, they like to see you stay with NYMIR. Van Etten commented in the event of withdrawal, the municipality's total surplus contribution obligation becomes immediately due and payable under the contract. Buckley responded in the event you decide to leave. Van Etten responded withdraw. Buckley responded oh, okay, yes, then you do have to pay up front. It is very rare that anyone leaves; and Shelly, your attorney took a look at that. 785 municipalities, their attorneys have recommended signing that; and I always say if you are uncomfortable with something, I know you have had your attorney look at it; but the Association of Towns is another resource for you to reach out to if you have a question on something or you are uncomfortable with something.

Ilana Smith from Trident....

Ms. Smith thanked the Board for their four years of commitment and wished to give the Board a little bit of history on Trident, what transpired in the last four years and then give the Board an opportunity to ask questions. Trident has been the Town's carrier for four years and felt there had been a good relationship over those four years. The Town has had some claims. Some have gone

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away. The Town really stepped up to the table, helped with risk control and the handling of the claims in a proper manner. One claim is still being dealt with where a lot of blood, tears and sweat has been put into it.

Trident Insurance has been in the marketplace for quite some time. Trident roughly insures about 20% of the public entities within New York including Soil and Water Districts, roughly 300 in the marketplace. We are a subsidiary of a publicly held company called Arvil [ph]. It is a specialty insurance company. Trident's specialty is specifically public entity work so it is a dedicated force towards public entities. The Underwriters have at least ten years' experience in public entity underwriting and there are dedicated claims people specifically for New York. Trident is an A rated company by A.M. Best. We offer risk control features tailor customized to the customer. Trident has the resources for web-based or on-site training.

Something that you definitely saw in this year's quote is your Auto Physical Damage did go up because of an internal audit. We did have to increase the rate because that was the rate filed with New York. That will be going down. It has been re-filed and it has been accepted. As long as there are no crazy claims on your account, the Town will see the Auto Physical go down next year.

NYMIR is a great competitor. Ms. Smith pointed out that she could not say a bad thing about them. They are good at what they do. Trident is different. Trident doesn't have assessments, so what you pay is what you are going to pay. Trident is not going to look back years when it comes to claims, take a look at you and re-assess you. That is something that is different. There is no fee to get started with Trident and you are not locked in with Trident. If you do need to make a change, you are not charged for making that change. Trident covers the Agfest but does not cover the airport or the tractor pull; but Marshall and Sterling do have the insurance to cover that portion.

Councilwoman Van Etten questioned do you know how much the Auto will be coming down? Ms. Smith responded that she didn't know specifically because it depends on your claims as well; but it will go back to the old rates that were previously as long as there are no issues and they may go down lower depending on your claims. Councilwoman Benway questioned you say you have 300 municipalities? Ms. Smith responded we do including Water and Soil Districts. Councilman Ruso questioned if we were to make a change from Trident, how would that affect our current court cases or would it? Smith responded I don't think it would at all. You were our insured at the point of your current cases. We are not going to walk away from them. You are our insured.

Ruso questioned where are you guys located? Smith responded I am up in Saratoga Springs. I'm your New York presence but headquarters are in San Antonio, Texas. Norris commented your rates have been going up every year since we have had you and questioned is there any chance that we can get the rates lowered? Smith responded certainly. I think some of it has to do with claims. You certainly have had some claims over the years; but a lot of them we have mitigated or helped you get through with the least responsibility possible but payment made in the right way. Working with risk control, you can certainly do that. Right now, there are no planned increases. Because of that Auto Physical Damage, there could be a significant decrease on that line of coverage. Van Etten commented now I see here that NYMIR for instance covers us for Building and Contents for \$1,472,000 and I am rounding it. You cover us for \$1,701,000. The same with Equipment and Breakdown, Auto Physical Damage, they cover us for \$622,000. You cover us for \$703,000. The same with Collision and Comp. If those came down to their rates, would we have it cheaper? Smith responded certainly because, you know, those are based off the dollar amount that we were given to quote on.

Councilwoman Benway responded that Nolan had a comment on that. Mr. Pazin responded yes, I do have a comment on that. When we sent this policy out for—with Trident, they had automatically started working on a renewal for us and then I had sent it out to NYMIR for a quote from NYMIR. At the particular time I sent it out, we had apples for apples as far as the property values go. I sent the same to them that I sent to them. When we got it back, Trident automatically put on the policy a 4% inflation guard on the property. So that amounted to roughly \$8,455 that NYMIR was short and they were over; and so, in so doing what I have done, and it was brought to my attention by Karen, today. What I have done was I calculated that so in that premium you will see that NYMIR now, I believe, is \$107.80 more for the Property, just for the Property.

Van Etten questioned and is that the same with Equipment and? Pazin responded we are matching property values for property values. It wasn't a Marshall and Sterling oversight. It was

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not a NYMIR oversight and it was not their oversight. I probably should have realized that every year they increase property values for inflation. Van Etten then questioned and what about Equipment and Breakdown? I mean it is more at the same price, the same \$1 million. Mr. Pazin responded we gave them both the same. Van Etten continued figure, so if they came down to that, then it would be about the same. Pazin responded right. The only difference that we neglected was that 4% increase for inflation guard so the bottom line on that would be \$107.80. Van Etten questioned on just the one?

Mr. Pazin continued on NYMIR. I mean it would be on NYMIR but it won't be on Trident. I meant to tell you that in the beginning. Councilwoman Van Etten continued but the Equipment Breakdown and Auto Physical Damage, Collision and Comp are all the same, a couple hundred thousand dollars difference in coverage. Pazin responded I can't answer that really. I mean it should have been the same. Smith added I apologize. I can't answer that. If you give me those figures, and I know you are trying to make a decision tonight, I will try and get them crunched. Pazin questioned who is higher? Van Etten responded Trident is higher in coverage and obviously they are higher in premium. Question then raised what is the premium? Van Etten responded the premium is \$26,365. If that goes back to the Auto. Supervisor Dellisanti responded that it is \$27,7 something. Van Etten continued but if it goes back for the Auto as she explained to the original.

Councilwoman Benway advised that won't happen until 2015. Ms. Smith responded that is next year. Van Etten continued so that would be next year, okay. Town resident Ellie Alfeld questioned \$27 what? Van Etten continued \$27,770 but they cover us for a lot more coverage in a lot of areas. So we would have to re-figure. Benway explained no, actually if you add the \$107 in for the building, NYMIR is still at \$24,628.21. Van Etten questioned and what if you add the Equipment Breakdown which is \$1,472,000. Benway continued Equipment Breakdown is a percentage. Van Etten continued with NYMIR, \$1,701,000. For Trident Coverage, the Auto Physical Damage is, and I am rounding, \$622,000 with NYMIR and \$703,000 with Trident. The coverage is per schedule but the Comp. with Trident is \$703,539. They don't give us a figure for NYMIR; and I am seeing in the overall General Liability, NYMIR, if you add up, it comes to \$6,010,000; Trident comes is \$9,100,000. Councilman Ruso asked to see a copy of that. Benway commented I am not sure what you are adding up. Van Etten responded I am adding up the General Liability on both. Benway questioned are you adding up each line? Van Etten responded I am adding up the General Liability, yes, from both. They are the same thing.

[Several spoke at once making it impossible to understand anything.] Van Etten continued now for both companies, trucks that are over 10 years old are only covered at the cash value of the truck, the vehicle, for your company too. [Ms. Smith's response not understood.] Van Etten continued that is not? Buckley responded [part of comment could not be understood.] 10 years or a new one. If they are older, it is like, kind and quality. Van Etten continued right, if they are older. It is all vehicles are actual cash value, it says here. Buckley continued it is really like, kind, quality. Van Etten continued so it is pretty much the same. Norris pointed out it is ten years or newer. Benway explained I think if I read what I read correctly, with NYMIR, if we wreck our 2012, you are going to replace it with a 2014. Buckley explained we can replace it with a brand new truck as long as the values are up to speed. It only says the lesser of. Because we have the better coverage, we have to make sure that the values are where they should be on those newer trucks. Benway questioned and how would you guys replace that or would you just give us book value?

Ms. Smith responded book value. Councilwoman Van Etten continued so can you explain that a little bit more, the value of the 2012 and the 2014. I mean the 2014 would obviously have a higher value than the 2012. How would you replace it with a 2014? Buckley explained it has to make [Word not understood.] Nolan is familiar with the coverage and how your coverage is valued so when you are talking—usually the Highway Superintendent has a good handle on what a brand new truck would cost. If we can find one that is similar in miles and condition, that would be your first; but if we can't, then you could possibly get a brand new truck. Van Etten commented "possibly". Buckley continued yes, it is "possibly". I am not saying that insurance is in place to make you whole, not to give you something better. If you total a truck, we are not going to go out and say, oh, let's try to go and find a 2015 for your Town. We just try to make you as whole as possible.

Town resident Ellis Alfeld questioned is there anybody up there that has the bottom line number for what you are going to put in the budget for the actual cost? Councilwoman Benway responded it would depend on which company. Mrs. Alfeld responded I am talking about both so

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we have knowledge. Benway continued I know the Umbrella Coverage that was one thing I noticed. There is a--the Umbrella has a \$6,000,000 aggregate and the rest a \$3,000,000 aggregate. Van Etten questioned where do you see the \$6,000,000? I see Municipal Excess Catastrophe Liability. Benway explained that is an Umbrella. Van Etten continued that is \$6,000,000, that is for a Catastrophic. Benway continued explaining that is up and beyond. If we max out our underlying, it goes to the Umbrella or the excess.

Councilman Ruso commented I want to refer back to something I think you brought up, Lisa. I just want to make sure I am hearing this right. There were some insurance add-ons that relate to the Agfest; and I am hearing both parties say they are covering it so what have we been paying for these couple of years? I am not certain because I hear both parties are covered. Benway explained Trident doesn't cover the tractor pull. That is why we had to get a separate policy. Van Etten added and you said NYMIR will cover the tractor pulls. Benway responded yes. Van Etten continued but the Agfest does pay the Town back, reimburse the Town for any insurance. Benway continued but that is still another \$986 that you would have to pay. Van Etten responded yes, but I think we are more concerned about the Town being covered properly. Councilman Norris pointed out the Agfest would save almost \$1,000. Ruso pointed out it would end up saving the Agfest money, not the Town. Van Etten continued not the Town. I still do not see that in writing. Ms. Buckley explained you are not going to see it and I don't believe you see it in Trident's policy either. Van Etten responded it says it in Trident "and all festivals". What does it say specifically in here?

Mr. Pazin commented she doesn't realize what a tractor pull is. That is #1 and what she is saying is I don't believe NYMIR will cover the tractor pulls. If something happens to somebody in the audience and they turn around and sue the Town of New Baltimore, we would provide defense. Van Etten questioned what if something happens to somebody who is actually pulling on the tractor? Buckley questioned do the residents actually go and pull? Van Etten explained yes, it is a contest. People sign up. They compete. [Several spoke at once and then there was much laughter] Buckley commented I don't believe that is an athletic event. Unidentified:commented it is, it is a contest. Buckley responded I would have to check with the underwriter. Benway explained I believe the Underwriter I spoke to over there said that if it is not excluded in your policy, then it would be covered. That is what I was told. Buckley responded [Several words not understood.] do you guys have them sign a Hold Harmless? Benway responded yes. Wait, I am sorry, no. Agfest and the Town of New Baltimore sign a contract but I don't know if you do anything with the people. Smith responded it is not excluded in ours but I am not going to promise we cover it.

Mr. Pazin pointed out we can't go on the premise if it is not in the contract, it is covered. Lisa, I realize that you sell insurance too and that is the proverbial, if it is not in there, it is covered; but once you mention, and you and I went through this, once you mention tractor pull and sports and stuff like that, the company says whoa, wait a minute, we have to back out of this. You have to get your own. Even with the airport, that is why we had to get the [Word not understood.] for the airport. Benway responded we know, of course, anything having to do with airplanes, you might as well put a dynamite factory next to the runway. Not much is going to be covered for that. Mr. Pazin continued and you knew we had an awful hard time getting the tractor pull; and I could not understand why. I know about the tractor pulls. I didn't think there was any hazard involved in it; but they were talking about the chain coming off hurting somebody, the tractor rolling over and killing the participants.

Councilwoman Benway explained when we had Selective Insurance, obviously, we were paying \$12,000 more a year before we went to Trident for that but Selective covered the tractor pulls. Pazin responded they did not cover the tractor pulls. Van Etten commented, no, they didn't. Pazin questioned when did the tractor pulls come in? Van Etten responded 20 some years ago. Oh wait, they didn't, fifteen. Benway continued you and I had a discussion in your office about it. You told me that was covered. Mr. Pazin responded yes, well. Oh, you are talking about years ago. Oh, I thought you were talking about Trident. Benway responded no, Selective was covering it. Van Etten continued I would just like to see it in writing and it does say "Special Events" that you do cover. I don't see it under NYMIR. It has been my experience with insurance if it isn't in black and white, you are not getting it.

Ms. Buckley responded we rated for it. [The rest of her comment could not be understood since several conversations were taking place at the table at the same time.] Councilman Ruso continued do you want to hear my math, not theirs? I see that NYMIR's cost is \$27,700. No, excuse me, Trident is costing \$27,700 and NYMIR, I have with the exclusion of the assessment

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fee or what do you call it, the capitalization fee, that comes to \$26,220. Is that math correct? Benway responded that is probably close. Supervisor Dellisanti commented \$26,000 to \$28,000. Ruso continued \$26,000 to \$28,000. So basically we are talking about a difference of \$2,000. Benway continued instead of spreading it out over five years. That is what you are doing? Dellisanti responded correct. Benway continued but then you have to figure the next four years. Dellisanti pointed out if we are staying with them. Van Etten continued but if we are staying with them, it is not. We have to pay that every time. Ruso continued we have to pay the \$2,000 no matter how long we stay with them. So we are encumbering ourselves for \$2,000. Dellisanti added whether we stay with them or not. That is the way I understand it. Ruso continued I hope I have that right. I am not trying to add things. Buckley responded no, you are right. That is correct. Not everybody adds it in that way. Sounds like you like to move around a lot and maybe NYMIR is not the place for you.

Ruso responded no, I don't think we want to move around. I just don't know. This is just a one-year contract we are talking about. We are not talking about a four-year, five-year contract. Benway pointed out we were with Selective for probably ten years. Ruso continued I don't know what is going to happen next year. I have no idea. Benway commented we have been with Trident for four. Ruso questioned how many times have we changed over the years? Benway responded we had Selective for a long time; and then four years ago, we all know my involvement in moving this to Trident. Town resident Ellie Alfeld pointed out but that saved us a lot of money. Benway responded, yes; and an Unidentified person commented we saved almost \$10,000. Benway continued actually, it was \$12,000 the first year. Van Etten responded but then you take your chances. Ruso continued just to make sure because I want to hear it in the way my head works. Is it true that there are potential charges based upon losses elsewhere in years going out? Is that right? Did I hear that right? The likelihood you are saying is remote but it is still there. Ms. Buckley responded it is very remote; and just like that would be if NYMIR was to become insolvent or we go bankrupt, Trident or Selective can go out of business too. Then you are at the mercy of the guarantee funds. Benway questioned how much are you reinsured for? Buckley responded oh, the total amount of re-insurance? Our treaty works where they pay any claims that we have. We re-negotiate with them every year and they just pay whatever is above and beyond our retention. As I said, the \$600,000 is all on our liability claims; and we only retain \$250,000 on the property loss and they pay everything over and above that.

Supervisor Dellisanti commented just to clear this in my mind. Buffalo and Syracuse have a bad winter this year. Ms. Buckley responded which they have, we all have. Dellisanti continued which we all have. Is it possible that, you know, will go up before the end of the year contract? Buckley responded no. Dellisanti continued it would not go up until the following year. Buckley continued the rates are filed for this year and I would I hope with \$60 million in surplus and with the small amount that NYMIR retains, that a few catastrophic losses which we have had with our track record, we have had Isabelle and we had Irene, we have had Sandy. We still had a surplus that continued to grow in spite of that. We were able to pay our claims. We were able to return over \$10 million worth of capitalization back to our members each year.

Councilwoman Van Etten continued I am still uncomfortable with where it says 9A. Such accumulation will continue until the operating reserve is at least twice the amount of the annual premium; and if you leave early, that whole premium may become due for that reserve fund. I know you said you had to check that but it clearly does say that. Town resident Ellis Alfeld asked can I ask a question of the agent and was informed by Supervisor Dellisanti, no. Councilwoman Benway indicated that she did send it over to Tal and I have not heard back. Dellisanti advised he did call me about five o'clock and he said that there were two areas that he was concerned about, the \$400.24 per year for five years whether we stay with the company or not and that particular clause that says we would have to pay two years of premium up front.

Buckley responded and I believe that before that, it says if we are going out of business or becoming insolvent or [Rest of Ms. Buckley's comment not understood because Van Etten started speaking.] If we decide to get out, that may become due. Dellisanti added if we drop out of the policy. Buckley continued if anything, your operating reserve—we send you an accounting statement every year. Your operating reserve is actually yours. You can request that operating reserve back from NYMIR if you decide to leave the company so I am not sure of the verbiage and I am not an attorney. Dellisanti continued that is one of the things. Buckley continued we have never charged anyone more than the premium that we gave them. [Several spoke at once.] Dellisanti advised all right, I have asked my questions. Van Etten advised she was done.

Councilman Ruso commented as much as Nolan may have tried, it really doesn't seem to be

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apples to apples. It is different types of insurance, kind of. Ms. Buckley responded they are different. Ruso continued different types of companies rather. Benway responded no two companies are identical; that I can guarantee you. I deal with probably 30 of them and not two of them are going to give you the same contract. I have something for Nolan. I am looking for your opinion. You are our agent. Mr. Pazin responded Lisa, let me tell you. I have been doing this for 20 years. I have probably 13 municipalities. I do this every single year and not once have I ever been asked that question, not once; and it behooves me to tell you that I have two young ladies in this room that I brought before this Board. Do you expect me to tell this one she is not in the game and that one she is in the game? I think I have been more than fair. I brought everybody to the table. I don't make a decision on this Board. I do what you people want me to do and that is it.

Supervisor Dellisanti questioned do either of the representatives want to say anything else at all before we make a decision? [Conversation took place that could not be understood. The ladies thanked the Board.] Councilman Norris questioned what are we talking about in raw numbers, more savings for the Town, what does it boil down to? Ruso responded about \$1,500 is a rough idea. Van Etten added for the first year and then Trident would go down. Benway added if they get approved. Van Etten responded they said they were approved. Benway continued no, they are trying to get approved. That is why we don't. Van Etten continued she said they re-submitted it and they were approved. So they would come down. Councilman Norris questioned would NYMIR go down too? Benway explained you have to apply to the State to get your rates and the State says either yes or on.

Mr. Pazin questioned are you talking about Trident's figures? They already have permission for this March. Unfortunately, it went into effect after your policy is coming through. Benway pointed out by just a couple of weeks. They can't? Mr. Pazin responded that is up to the underwriter; but I am just telling you they have already applied and already received it. I don't know when it goes into effect but they have had a rate decrease; and sure, I would be glad to argue with them for you. Norris continued my calculations are \$3,143 for this year just in savings. Dellisanti questioned how did you get that? Norris responded I didn't include the \$2,000. I included \$400. [Several spoke at once.]

Dellisanti commented what concerns me is having a fixed amount versus a variable amount. That just bothers me, that it can possibly go up besides the \$1600 that we owe going out the door. Benway pointed out but any insurance company can take a rate increase. Van Etten added but none of the others have a contract. Dellisanti continued a reciprocal bothers me. Norris continued you are going to get it back any way. Dellisanti responded if we stay with them for five years and that is not a guarantee. That is my issue. I have said my piece. Any other questions before we do the resolution? Norris continued based on the savings--I believe it is apples to apples from what I have read. I would recommend that we go with NYMIR. Benway commented with the \$100 and some dollars that Nolan said the increase was to bring the property back up, I like the aggregate on an umbrella being \$6 million instead of \$3 million. That I think is nice and for this year—I like the fact that Agfest could also save \$900 a year.

Councilwoman Van Etten pointed out we don't have that in writing though. I don't see anything in the plan; but also Trident has more coverage on the buildings and coverage on equipment breakdown, auto physical damage, collision, comp. I mean so we are not talking apples to apples. Dellisanti pointed out but that savings on the Agfest, is basically for the Agfest, not for the Town. Norris continued that is true but if there is a claim, I think we will get the same coverage with either company so you would be covered for any buildings. In fact, you would be covered for more. Benway continued it would be written at the higher number for that \$107 more in premium they said that it would be. If we were to go to NYMIR, it would be the \$107 more for the \$1,000,000 in coverage. Pazin clarified \$107.80. Van Etten continued that is for the buildings but not for the Equipment Breakdown, Auto Physical, Collision, Comp. Benway responded well, I know the Equipment Breakdown is a percentage. Van Etten continued General Liability is higher. Benway continued that is why it is different on the proposal with NYMIR than it is with Trident because of the percentage.

Van Etten continued the General Liability is also higher with Trident than with NYMIR. Dellisanti asked that she say that again. Van Etten repeated the General Liability, if you add up the General Liability Coverage. Benway pointed out you cannot add up the Liability because it is \$1 million per occurrence. Van Etten continued it is \$1 million per occurrence for Bodily Injury, \$1 million Personal; \$100,000 for Fire; \$1 million for Employee Benefits; \$3 million for General Advocate and \$4 million for Products. With NYMIR it is. Benway explained the per occurrence

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is what they are going to pay out per claim. The aggregate is the maximum they will pay out. Van Etten continued right, I understand that. Dellisanti clarified that is how much they will pay out total. Van Etten continued right, we understand that. Okay, I am ready. I vote for NYMIR; I mean not for NYMIR, for Trident. I am uncomfortable with this contract and not having to face that. Dellisanti commented I have the same issue with the reciprocal. It is two years of premium in case we drop out of it for the Town. Any questions?

Councilman Ruso responded I have a million of them. Councilman Norris questioned so you don't think that justifies the savings to the Town because of a "what if" down the road that hasn't occurred in the 20 odd years they have been in business? Dellisanti responded that is a big "what if" and our attorney said it is a big "what if". That is why I am sticking with what the attorney says. Van Etten added me to. Dellisanti continued I am concerned about the Town being liable for possibly \$50,000 if something goes wrong and that is what it says in the contract according to Tal. Town resident Bill Albright asked if he could say something, having been involved with something like this from a business standpoint. He was involved with a company that was. Supervisor Dellisanti interrupted and advised Bill, we really have to hold the comments until the comment period. Mr. Albright responded I am sorry. Question was then raised do we have a comment period? Dellisanti advised yes, we do at the end of the session and continued, this is a Board decision.

**RESOLUTION
FEBRUARY 24, 2014**

**RESOLUTION TO APPROVE PROPERTY AND CASUALTY INSURANCE
COVERAGE FROM MARSHALL & STERLING**

WHEREAS the Town of New Baltimore received proposals for Property and Casualty Insurance which were reviewed by the Insurance Committee

THEREFORE BE IT RESOLVED that the Town Board of the Town of New Baltimore hereby authorizes the Supervisor to take the necessary actions to renew coverage with Trident through Marshall & Sterling Agency effective March 5, 2014.

Moved: Dellisanti
Seconded: Van Etten

Councilman Norris questioned are we going to put a written explanation as to why this is being done because we are not taking the lower bid? Councilman Ruso responded I think we have to, don't we? Norris continued based on the procurement policy. Van Etten responded yes, we will. Ruso continued exactly, we should have an explanation if we have a difference in price, that is not the lowest bid. Dellisanti commented we will add that to the resolution.

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Van Etten; Russo
NAYS: Norris; Benway
ABSTAINED: None
ABSENT: None

Supervisor Dellisanti thanked Mr. Pazin for his efforts on behalf of the Town and Mr. Pazin thanked the Board.

Supervisor's Report:

Mr. Dellisanti advised that there was a meeting with Mary Beth Bononcini from Delaware Engineering, Jim Polverelli and Chris Norris about the pump station project. The completion date has been changed to the end of April since the generator has not yet been completed. There was also discussion of future improvements and upgrades at the wastewater treatment plant and the cost for refurbishing the old generator for back up use at the Town Hall will be investigated. Notice has been received from Brock J. at Delaware Engineering that on site construction will begin on March 25. The bypass pumping and demolition of existing mechanical systems begins April 7; the commencement for the new pump station mechanicals system and placing the new

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pump station on line is April 17 and the completion of restoration work April 30.

There is a Supervisors/Mayors Meeting February 28 to discuss economic development, joint purchasing and continuation of discussion from the last meeting which includes Board training. Also, met with Rene Van Schaack regarding update on the IDA and of projects going on in Greene County. At present there are no projects for New Baltimore. It was noted that the Water Park is not dead; it is still alive.

The FOIL Policy resolution was read at the last meeting. Supervisor Dellisanti thanked the Board for their input. All requested additions including from the Town Clerk's office and attorney have been included.

**RESOLUTION
FEBRUARY 24, 2014**

**RESOLUTION TO ADOPT RULES PERTAINING TO PUBLIC ACCESS TO
RECORDS (FOIL) OF THE TOWN OF NEW BALTIMORE**

WHEREAS, pursuant to Public Officers Law, Article 6, Section 84-90, all town records belong to our citizens and it is our duty to make them available.

THEREFORE BE IT RESOLVED, that the Town of New Baltimore adopts the attached FOIL Policy regarding public access to records and their timely availability to the public.

**RULES PERTAINING TO PUBLIC ACCESS TO RECORDS (FOIL) OF THE
TOWN OF NEW BALTIMORE**

1. Purpose and Scope
2. Designation of Records Access Officer
3. Location
4. Hours for Public Inspection
5. Requests for Public Access to Records
6. Subject Matter List
7. Denial of Access to Records
8. Fees
9. Severability

§ 1 Purpose and Scope.

(a) The State Legislature finds that a free society is maintained when government is responsive and responsible to the public. The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. The more open a government is with its residents, the greater the understanding and participation of the public in government. All Town records belong to our citizens and it is our duty to care for them properly and make them available. See generally Public Officers Law, Article 6, §§ 84-90 and Chapter XXV 21 NYCRR Part 1401.

(b) Any New York State or municipal department or government entity performing a governmental or proprietary function is subject to the Freedom of Information Law, most commonly referred to as "F.O.I.L." or "FOIL." Each governmental entity is an "agency." The Town Justice Court is outside its coverage but often must disclose records under other provisions of law. Set forth herein are the procedures to be followed when individuals seek access, pursuant to the Freedom of Information Law, to records in the custody of and maintained by the Town of New Baltimore.

(c) Personnel shall furnish to the public the information and records required by the Freedom of Information Law, as well as records otherwise available by law. In this regard the term "records" is defined to include all information kept, held, filed, produced or reproduced by, with or for the Town of New Baltimore in any physical form whatsoever and applies to Town records generated, received, or maintained electronically, including, but not limited to, all records and data kept on Town servers, individual computers, e-mail logs, private e-mail messages, text messages, etc.

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§ 2 Designation of Records Access Officer.

The New Baltimore Town Clerk is responsible for insuring compliance with FOIL and with the policies and procedures established by the Town of New Baltimore for responding to release of information requests. The Town Clerk is designated as Records Access Officer.

§ 3 Location.

Unless otherwise specified, records shall be available for public inspection and copying at:

New Baltimore Town Clerk's Office
3809 County Route 51
Hannacroix, NY 12087

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§ 4 Hours for Public Inspection.

Requests for public access to records may be made by appointment with the Town Clerk's Office.

§ 5 Request for Public Access to Records.

(a) A written request shall be required. A standard request form will be generally used, although it will not be an absolute requirement to use that form when filing a Freedom of Information Law request. All FOIL requests should be directed and/or submitted to the Town Clerk. It shall be the responsibility of the Town Clerk to make the decision as to how each FOIL request should be responded to.

(b) An acknowledgement letter will be sent to the requestor within five (5) business days of receipt of a request by the Town Clerk.

(c) A decision and response will be made by the Town Clerk, which shall not be denied unless the records responsive to the request fall within one of the exceptions in the FOIL Law or relevant NYS case law.

(d) The records will be provided on the medium requested by a person if the Town can professional service.

(e) If records are maintained on the internet, the requestor shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.

(f) Once the Town Clerk has obtained the records that have been requested, the requestor will be contacted to either review the records, or pick up the copies of the records. The Town Clerk will inform the requestor of the times and places the records are available, from whom the records may be obtained, and the fees for the copies of the records requested. While in most cases, the records will be forwarded to the Town Clerk's Office, in some cases, the requestor will be asked to view or pick up the records at the respective department. Such records will be made available within 20 (twenty) business days following the initial acknowledgement letter unless additional time is required by the Town Clerk to obtain and reproduce same. In that event, the Clerk shall advise the requestor in writing of the reason for the need for such additional time and an estimate of when the records shall be reasonably available.

(g) The Town Clerk will close the FOIL request once it is satisfied and paid or it is denied.

(h) A failure to comply with the time limitations described herein may result in the request being deemed denied and subject to appeal.

(i) The Town Clerk shall forward a copy of all FOIL requests and any subsequent correspondence to or from the requestor to the Town Board within five days thereof.

(j) Attorney Review of the FOIL Package, once all requisite material is compiled for the satisfaction of any individual FOIL request, and there are no outstanding payments from the requestor, the Records Management Officer will deliver the complete FOIL package to the New Baltimore town attorney for a final review.

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§ 6 Subject Matter List.

(a) The Town Clerk shall maintain a reasonably detailed current list by subject matter of all records maintained by the Town of New Baltimore, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.

(b) The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.

§ 7 Denial of Access to Records and Appeal of Denial.

(a) Denial of access to records shall be from the Town Clerk and shall be in writing stating the reason therefore and advising the requestor of the right to appeal in writing, within thirty (30) days of the denial, to the New Baltimore Town Supervisor, 3809 County Route 51, Hannacroix, NY 12087.

(b) The time for deciding an appeal from the New Baltimore Town Clerk shall commence upon receipt of the written appeal that identifies the following:

(1) The date and location of requests for records;

(2) A description, to the extent possible, of the records that were denied; and

(3) The name and return address of the person denied access.

(c) A failure to determine an appeal within ten (10) business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.

(d) The New Baltimore Town Supervisor shall inform the appellant and the Committee on Open Government of its determination in writing within ten (10) business days of receipt of an appeal. The determination shall be transmitted to the Committee on Open Government at the following address:

Committee on Open Government Department of State
41 State Street
Albany, NY 12231

§ 8 Fees.

(a) There shall be no fee charged for:

(1) Inspection of records;

(2) Search for records; or

(3) Any certification pursuant to this part.

(b) Fees for copies may be charged, provided that:

(1) The fee for copying records shall not exceed 25 cents per page for photocopies not exceeding 9 by 14 inches;

(2) The fee for copies of records not covered by paragraph (1) of this subdivision, such as fees for the actual cost of reproducing any other records in varying forms of media such as a computer disk, flash drive or similar mechanism, will also be charged; the cost of reproducing a record may include the hourly salary paid to the lowest paid agency employee able to reproduce the record if at least two hours of agency employee time is needed to prepare a copy of the record requested, the cost of the storage device or media provided to the person making the request and the cost of engaging an outside organization to produce a copy of the record.

(d) The requestor will be instructed to pay the Town Clerk for the fees incurred.

(e) In the event the requestor has requested records in which photocopying fees will be in excess of \$10.00, the requestor will be required to pay a deposit of \$10.00 prior to the photocopying of documents. This will ensure that the requestor is serious in the request to receive the information and avoid the risk of time being wasted by employees making photocopies of records that are

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never claimed.

§ 9 Severability.

If any provision of these rules or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these rules or the application thereof to other persons and circumstances.

Moved: Dellisanti

Seconded: Ruso

Supervisor Dellisanti pointed out the additions as follows:

On Page 1, Paragraph 1: [Additions in italics]

All Town records belong to our citizens and it is our duty to care for them properly and make them available. See generally Public Officers Law, Article 6, §§ 84-90.

The addition is ***and Chapter XXV 21 NYCRR Part 1401.***

[NYCRR refers to New York Code Rules and Regulations.]

On Page 2, Paragraph F

While in most cases, the records will be forwarded to the *Town Clerk's Office*, in some cases, the requestor will be asked to view or pick up the records at the respective department. *Such records will be made available within 20 (twenty) business days following the initial acknowledgement letter unless additional time is required by the Town Clerk to obtain and reproduce same. In that event, the Clerk shall advise the requestor in writing of the reason for the need for such additional time and an estimate of when the records shall be reasonably available.*

Item J is a new addition:

(j) Attorney Review of the FOIL Package, once all requisite material is compiled for the satisfaction of any individual FOIL request, and there are no outstanding payments from the requestor, the Records Management Officer will deliver the complete FOIL package to the New Baltimore town attorney for a final review.

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti; Norris; Benway; Van Etten; Russo

NAYS: None

ABSTAINED: None

ABSENT: None

Councilman Norris commented that he appreciated the fact that the Board Members had time to do this and Supervisor Dellisanti responded that he appreciated the input and the fact that the attorney weighed in on it too. It was noted the prior FOIL policy was adopted on February 14, 1976, and amended in 1986.

**RESOLUTION
FEBRUARY 24, 2014**

RESOLUTION TO AUTHORIZE HIGHWAY SUPERINTENDENT TO PURCHASE DIESEL FUEL AND #2 HEATING OIL FOR HIGHWAY USE BY STATE CONTRACT FOR 2014

WHEREAS the Town Board hereby authorizes the Highway Superintendent to purchase for the year 2014 Ultra-low Sulfur Diesel at the contract price offered by State Contract PC 66159 for an amount not to exceed 7,700 gallons. The current price per gallon per state contract is \$3.45. Therefore, the Highway Superintendent is authorized to expend in an amount not to exceed \$26,565 for Diesel Fuel in 2014. The Highway Superintendent will inform the Town Board of cumulative expenditures and unused balance for this product.

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WHEREAS the Town Board hereby authorizes the Highway Superintendent to purchase for the year 2014 #2 Heating Oil at the contract price offered by State Contract PC 66172 an amount not to exceed 1,500 gallons. The current price per gallon per state contract is \$3.2152. Therefore, the Highway Superintendent is authorized to expend in an amount not to exceed \$4,822.80 for #2 Heating Oil in 2014. The Highway Superintendent will inform the Town Board of cumulative expenditures and unused balance for this product.

Moved: Dellisanti

Seconded: Van Etten

Question was raised regarding whether the figures had been adjusted since the last meeting and noted that Denis has given us these numbers. These are the numbers for the entire 2014 year including what has been spent to date. The 7,700 gallons was the exact same number as in the last resolution. The confusion was with regard to the number of gallons of heating oil that had been used.

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Norris; Benway; Van Etten; Russo

NAYS: None

ABSTAINED: None

ABSENT: None

**RESOLUTION
FEBRUARY 24, 2014**

**RESOLUTION TO AUTHORIZE HIGHWAY SUPERINTENDENT TO PURCHASE
WASHED STONE DUST FOR HIGHWAY USE BY
COUNTY CONTRACT FOR 2014**

WHEREAS the Town Board hereby authorizes the Highway Superintendent to purchase for the year 2014 Greene County Product No. 1337 for Washed Stone dust at the contract price offered by Greene County Resolution No. 187-13 for an amount not to exceed 1,800 tons. The published price per ton is \$7.50. Therefore, the Highway Superintendent is authorized to expend in an amount not to exceed \$13,500 for Washed Stone Dust in 2014. The Highway Superintendent will inform the Town Board of cumulative expenditures and unused balance for this product.

Moved: Dellisanti

Seconded: Norris

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Norris; Benway; Van Etten; Ruso

NAYS: None

ABSTAINED: None

ABSENT: None

County Legislator - Jim Van Slyke was not present to give a report.

Town Clerk - The report was given by Deputy Town Clerk Marjorie Loux as follows:

Building Permit Fees \$168.00; 1 CO [Certificate of Occupancy] Search \$15.00; Conservation Fees \$.55; Licensing Fees for 40 dogs \$288.00; 1 Junk Yard License \$100; Marriage License \$35.00; Planning Board Fees \$60.00; Certified Copies \$10.00; Photocopies \$47.35; Recycling Fees \$11.50. Total Fees Taken In: \$846.75. Total Non-Local Revenue: \$111.45. Total Local Shares Remitted to Supervisor: \$735.30.

Tax Collector – The report was given by Councilwoman Benway as follows:

Even though the weather has been miserable, taxpayers are coming in to make their payments.

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Deadline for property county tax has passed as of January 31. There is now a 1% penalty fee added to the bill. This will go to 2% at the deadline of February 28 or postmarked that day. Property county taxes were made whole to the Town and I am sending the County portion of the taxes to the Greene County Treasurer's Office now. The penalty portion of the bill does stay with the Town of New Baltimore.

Sewer District #1, there is a 2% penalty fee on the sewer payment until March 15 or postmarked that day. Water District 2, there is a 2% penalty on the water payments until March 15 or postmarked that day. Water billing will be sent out again in April as this now goes out four times a year.

Respectfully Submitted, Diane Jordan, Tax Collector

Historian

Historian Hilscher reports for January: Met with Mark Peckham, Jean Bush and Clesson Bush to discuss implementing historic preservation goals set forth in Town's Master Plan. Wrote articles for newsletter: Part II of Anita West's school year at Sylvandale (1,056 words) and a short article on the display case I have set up in the town hall for historic items.

It was noted that Mr. Hilscher gave a very nice presentation on February 23 on the history of the Town going back to 1787.

Agriculture

Councilwoman Benway reported that the meeting was held at the Kriel Farm with nine people in attendance. Items discussed included mad cow disease, eagles and how the Farm Bill is going to impact farmers and what the future holds for farmers. The next meeting will be 7 p.m., March 13 at the Kriel Farm. Discussion on the Farm Bill will be continued at that time. Ron Rausch from Ag & Markets will be the guest speaker.

Ag Fest Liaison

Rob Van Etten reported that the "Save the Date" postcards have been printed and are being mailed out. New entertainment is being sought for this year's Agfest. Alma Flegel will be assisting at the Registration booth this year. Agfest dates for 2014 are May 31 and June 1.

Animal Control

ACO Tanner's report was given by Councilman Ruso as follows: Mr. Tanner traveled 123 miles in February; 10 dog complaints; 3 cat complaints; 1 skunk complaint and three court cases. Reminder that the Annual Rabies Clinic will be from 6 to 8 p.m. March 26 at the Medway-Grapeville Firehouse for dogs, cats and ferrets. This clinic is open to the entire County, free of charge.

Assessment

Assessor Bennett reports was given by Supervisor Dellisanti as follows: EXEMPTION RENEWALS: Exemption renewals are continuing to arrive. March 1st is the deadline for all renewals. CORRECTIONS: Diane Jordan and Julie continue to share mailing address changes and corrections for the tentative tax roll. In turn, Julie has been sending updates to Barb Finke for managing the town newsletter mailing list. DATA COLLECTION: Has been underway and the adjustments are being made to the records and assessments as needed. TENTATIVE ROLL: The dates have been set for Gordon to sit with the roll. The dates are as follows: Tuesday, Mar 4 & 11 9-1; Tuesday, May 6 & 13th 9-1; Saturday, May 3, 2014, 9-1 (in Cossackie).

Councilman Norris questioned who is the Data Collector? Supervisor Dellisanti responded the Code Enforcement Officer. Norris further questioned does he have his certificate? Dellisanti responded that he is up-to-date on his certificates as far as he understood.

Audit and Control Committee

Councilman Ruso advised that this is a fairly new Committee. For the month of February, everyone was asked to submit their petty cash report to him so he knew where they were with the

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petty cash funds. At the beginning of the year, he identified that the Town Clerk gets \$400; Justice Clerk gets \$500, etc. Reports have been received from Town Clerk; Justice Clerk; Tax Collector; Assessor's Clerk, and Building/Planning/Zoning Clerk. Reports had not yet been received from the Recycling Operator or Highway Superintendent. It was felt that it would be necessary to find the original vouchers since the Justice Clerk, per 2014 Organizational Meeting Resolution, should be receiving \$500. She has informed Councilman Ruso that she has never had \$500 but rather \$400. The Highway Superintendent, per the 2014 Organizational Meeting resolution, should be receiving \$200. He is only receiving \$100. Resolutions going back four years, five years reflect the \$200. It is not known why they have not received the amount approved and it will have to be sorted out.

E-mail from Dawn Palmateer, Justice Clerk, reads as follows:

In response to your e-mail dated 29 January, referencing bank accounts, there are five bank accounts with the National Bank of Cocksackie. All accounts are currently active. Account #--- is an old bail account that must remain open as it has outstanding bail from defendants from time gone by.

It was noted that it was many years. Councilman Ruso pointed out there should be some way to reconcile it and questioned if they knew if the defendant(s) was still alive. It was discovered that some old names were still on the accounts as signers and they were removed. The Court has no idea why Diane Jordan would have ever been named as a signer on the Court checks. A lot has been cleared up with the accounts as part of the audit. Her report on the petty cash has a starting fund of \$400, not \$500. The Board asked if they wanted an increase to \$500 a while back and the Court had said that the \$400 was fine. So that is their explanation as to why our resolution says \$500 and they say they have \$400. Ruso pointed out that when all was sorted out, the 2014 Organizational Meeting resolution should be amended to reflect the correct petty cash amounts. Petty cash reports and other reconciliation items are coming in.

Councilman Norris pointed out one thing that is not done is the double signing of checks and he questioned if that is something that consideration should be given to for the future? Question was raised if it should be for all checks and the response was yes. Supervisor Dellisanti will discuss this with the bookkeeper.

**RESOLUTION
FEBRUARY 24, 2014**

RESOLUTION FOR SPECIAL WORK MEETING ON MARCH 31 AT 6 PM FOR PRESENTATION BY TAL RAPPLEYEA TO THE TOWN BOARD AND DEPARTMENT HEADS ON THE PROCUREMENT POLICY

WHEREAS the Town Board of the Town of New Baltimore adopted a new Procurement Policy on January 1, 2014 in response to an audit of highway purchases in 2013 and a training session was requested to discuss this policy,

WHEREAS a Special Meeting has been scheduled for March 31 at 6 PM and the Town Clerk is requested to notice this meeting,

THEREFORE BE IT RESOLVED that Tal Rappleyea, Attorney for the Town, is hereby authorized to provide training to the Town Board and Department Heads at a rate of \$150/hour.

Moved: Van Etten

Seconded: Dellisanti

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Norris; Benway; Van Etten; Ruso

NAYS: None

ABSTAINED: None

ABSENT: None

Code Enforcement Officer

Code Enforcement Officer Gordon Pebler's January Report was given by Councilman Ruso as

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follows: Summarization of activities for January, 2014, is as follows: Building Inspections:1; Building Permits Renewed: 1; Do Not Occupy: 1; General Complaints: 1; New Building Permit Applications Received: 1; Code Violation Investigations: 1; Application Fees for Jan., 2014: \$169.00 - Total Fees for Year to Date: \$169.00

It was noted that Mr. Pebler had only been employed by the Town for one week when this report was due.

Buildings & Grounds/Recycling

The report was given by Councilwoman Van Etten as follows: Appliances, 1 at \$7.50; Microwave oven, 1 at \$4.00; Vehicle battery, 1; 22 60-gallon bags of plastic; 10 55-gallon drums of cans and aluminum; 58 bundles of magazines and telephone books; 56 bags and bundles of newspapers; 13 bags of shredded paper; 25 boxes and bundles of cardboard; 6 tons of clean jars and bottles; metal, none. Total amount made \$11.50.

Fire, EMS & Law Enforcement

Supervisor Dellisanti advised that he had an introductory meeting with the New Baltimore Fire District and Medway-Grapeville Fire Department and also presented them with their tax assessment checks. I attended the New Baltimore Fire District Meeting on February 13. Received notice from the New Baltimore Fire District that the vote on a new fire pumper/tanker was 47 to 2 and it should be delivered by the end of the year.

At the 5 p.m., January 29 EMS Meeting, there was discussion by the County-wide Ambulance Task Force on RFP proposals for studies for the location. They are talking about a public authority as a possibility but that must be approved by the State Legislature. They added Dr. Chasin [ph] to the Task Force Committee. The date for the Public Hearing was 2/17 at the EMS Center in Cairo. Elected officials' meeting is 2/26 at 6 p.m. at Hunter Town Hall. A public information and fact finding meeting is scheduled for March 3 at 6 p.m. at the Catskill Central School. That date will be confirmed by letter. Councilwoman Benway was asked to post the dates on the website. They reviewed consultant proposal, one from Riverside County. Peter Markou, the County Treasurer, discussed an earlier RFP for the mountaintop that will be used as a model for this project. Meetings will continue to develop the RFP. February 18, there was a meeting in Cairo. They talked about a new radio tower being worked on. Insurance renewal was discussed. Training and testing on equipment to address an OSHA complaint and they also discussed update on election of officers coming up in March. It was noted that Dr. Chasin has since been replaced by Dr. Stager [ph].

Grants/Promotions/Economic Development

Councilman Ruso advised that correspondence had been received from various organizations about grant opportunities. In his brief review of the material, it does not appear the Town would be eligible for any of them. Nothing has been heard yet on the grant that was submitted through the Bank of Greene County. He has been visiting websites without much success looking for grant opportunities. He will be looking into a grant opportunity through the County Legislature, Legislator Jim Van Slyke's office.

Highway

Supervisor Dellisanti gave the report as follows: Highway Superintendent reports January 10, 2014 to February 20, 2014: Saturday January 11 called in all at 5am for light snow worked until 8:30am; Patched holes with winter mix, and crusher run; Replaced universal joint in hydraulic pump shaft on 1980 Oshkosh; Replaced sander bearing on 2011 International. Washed all trucks; Replaced front brake pads on 2012 Ford pickup; Thursday January 16 light snow called all in at 4am plowed and sanded all roads; Replaced wing blade on 1985 Oshkosh; Saturday January 18 snow called all in at 12noon worked until 6pm; Repaired lights on 1980 Oshkosh sander; Installed sign on West Van Gurpin Lane; Saturday January 15 snow called all in at 2:30pm worked until 5:30pm; Sunday January 26 called in all at 6:30am worked until 10:00am; Greased all plow trucks and Loader; Replaced wing cable on 1985 Oshkosh; Replaced wing blade on 1993 International; Replaced steering box on 1996 International 10 wheeler (leaking); Monday February 3 snow plowed and sanded all roads; Wednesday snow plowed and sanded all roads, worked until 7pm; Thursday February snow called in all at 4am plowed and sanded all roads; Repaired wing post on 1985 Oshkosh; Rebuilt hydraulic cylinder for plow on

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2011 international; Monday February 10 light snow called all in at 4am sanded all roads; Cut tree limbs and brush along roads; Cut 13 dead trees along roads with Greene County bucket truck; Mixed up some more sand and salt and put in shed (very low); Thursday February 13 snow and lots of it, plowed and sanded all roads 4 times. All employees worked from 6:30 am Thursday until 12:00 noon on Friday.; Friday February 14 more snow plowed and sanded all roads again.; Saturday February 15 snow called in all at 2:30pm worked until 7pm plowed and sanded all roads; Tuesday February 18 snow plowed and sanded all roads worked until 4:30pm; NOTE: 1993 international plow truck was involved in a minor accident. Cross member broke on sander allowing sander to fall from truck. We were able to pick sander back up with our excavator and place back on truck and had truck back in service within a few hours. No damage to the truck itself, and very minor damage to the sander.

Supervisor Dellisanti continued he wanted to say one thing about the highway crew with Denis Jordan. They have done an outstanding job. These last eight weeks have been terrible. I couldn't get out of my own driveway without borrowing my wife's truck to get here to Town Hall one Friday. It was an absolute disaster but Denis and the crew were out there working. [A round of applause for Denis followed.]

Councilman. Ruso pointed out the cost of this winter can't help but have an impact on the Town's budget. This will be discussed with the Highway Superintendent when he isn't so busy dealing with the roads. Question was raised if a 284 Agreement was going to be done? It was noted it is being put together. It is due by the end of March.

Memorial Committee

A meeting will be held in the spring when the weather gets better. The possibility of a town-wide Veterans' memorial was mentioned.

Personnel

Mr. Ruso advised his goal was to get an Employee Handbook put together. He is currently cutting and pasting sections from other Towns and organizations' handbooks, components of their handbooks, and adjusting it to our internal policies. When it is near completion, it is Mr. Ruso's recommendation that it be reviewed by a labor attorney. There are some issues for which he has not found resolutions approving them.

One concern he had was with regard to the definition of "overtime". It was noted there is a resolution at the Organizational Meeting that says "Overtime is paid for all hours worked in excess of 40." That is straight forward. However, if someone works 20 hours, takes vacation time and then works more, is that overtime? It was felt the resolution needs to reflect that. In many places, paid benefit time equals work time. It was not known why full-timer(s) at Town Hall versus the Town Highway Department—the Highway gets 10 sick days a year but the Town Hall people, if full time, would get 12. It is not understood why they are lined up differently. The total amount is 47 paid days. Most people get 20 days vacation; 12 holiday; 12 sick and 3 personal, 47 paid days off. That is through Board resolutions from years gone by. It should be the same for all your qualified accruals of benefit time. The Highway Superintendent keeps track of his employees. All other employees keep track of their own and it is felt we have good employees who keep track of it pretty good. Mr. Ruso is concerned that the Town may not always be so lucky. There is a means by which the bookkeeper's office can do this automatically with it coming right on the paycheck. However, there is a set up fee for that. How much the fee would be is not known at present.

Mr. Ruso continued that there is one thing he can find no resolution for and that is "doctor day". That is if you go to the doctor, you have the day off. Question was raised this is in addition to sick time and it was noted that it is. Further, Mr. Ruso does not know who is salaried and who isn't. FSLA (Fair Standard Labor Act) requires that. It is necessary that that be defined. The Handbook is nowhere near complete at this point but we need to have our practices follow the policy or the policy follow the practices. It doesn't matter which but they should match. He just wants it to be fair to all employees. FMLA (Family Medical Leave Act), according to research done, the law requires this of employers with over 50 employees. The Town would not be required. However, Mr. Ruso felt the town should look at giving that benefit for employee(s) if they get sick. Public employers have a different rule than regular employers but Mr. Ruso hasn't found it in writing yet.

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Lunch-time. Mr. Ruso continued that he didn't know why the Town Hall employees get a paid lunch and the Town Highway Department does not. That needs to be reconciled. He can't find a reason for it; maybe there is a good reason for it. Mr. Ruso concluded by saying this is going to take longer than he had thought to complete.

Planning Board/Zoning Board of Appeals

Planning Board Chair Kathy Rundberg gave the report as follows: The Regular Monthly Meeting, including Ponce Minor Subdivision Public Hearing, scheduled for February 13, 2014, were cancelled due to the snow storm and have been re-scheduled for Thursday, February 27.

Mrs. Rundberg advised the Board with regard to the resolution coming up on the agenda, she would respectfully hope that the Town Board Members would also attend the SEQR training because the enacting of Local Laws requires going through the SEQR process and the new SEQR process is quite intense.

Zoning Board of Appeals

The Zoning Board of Appeals did not meet in February since there were no applications to come before the Board.

**RESOLUTION
FEBRUARY 24, 2014**

**RESOLUTION FOR SPECIAL WORK MEETING ON MARCH 31 AT 7 PM FOR
PRESENTATION BY TAL RAPPLEYEA TO THE PLANNING BOARD AND
ZONING BOARD OF APPEALS ON THE ENVIRONMENTAL ASSESSMENT
FORM SAID TRAINING TO BE INCLUDED IN ANNUAL TRAINING
REQUIREMENT FOR PLANNING BOARD AND ZONING BOARD OF
APPEALS MEMBERS**

WHEREAS the Town Board of the Town of New Baltimore has been requested by the Planning Board and Zoning Board of Appeals to hold a training session to discuss the Environmental Assessment Form,

WHEREAS this training will be included in the annual training requirement for Planning Board and Zoning Board of Appeals Members,

WHEREAS a Special Meeting has been scheduled for March 31 at 7 PM and the Town Clerk is requested to notice this meeting,

THEREORE BE IT RESOLVED that Tal Rappleyea, Attorney for the Town, is hereby authorized to provide training to the Planning Board and Zoning Board of Appeals at a rate of \$150/hour.

Moved: Van Etten

Seconded: Dellisanti

The adoption of the foregoing motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Norris; Benway; Van Etten; Ruso

NAYS: None

ABSTAINED: None

ABSENT: None

Seniors and Veterans

Councilwoman Van Etten reported that the Seniors had not met. She has spoken with several Veterans who are interested in signing on to the Committee, which will probably meet in the spring.

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Technology/Website

Councilwoman Benway had nothing to report.

Town Courts Liaison

Mr. Ruso advised that he had included the Town Court report in with his Audit Report.

Wastewater Treatment

There was no report other than the construction at the pump station will take place later in the spring than anticipated. Cornell Park will be closed for a week or so, which might interfere with spring activities there.

Youth, Parks and Recreation

Councilwoman Van Etten advised there was no report since there is nothing going on. The ground is still covered with snow.

PUBLIC COMMENT PERIOD/COMMUNITY EVENTS

Town resident Ellie Alfeld commented that she was aware that the Board has invited representatives from the three School Districts to come to a Board Meeting but did not know if the Board was aware that there was an excellent, very detailed newspaper article by Jennifer [Jessica] about a new Veterans' Exemption Law. It is primarily for Veterans of War, Combat, disabled. Each School Board has to decide whether they will grant the veterans in their district this additional exemption. There are pro's and con's because every time an exemption is granted, the rest of the people have to pick up whatever the exemption share. School Districts are required to make a decision on whether they will be granting this exemption from the Governor's Office. Mrs. Alfeld pointed out that she had seen nothing, heard nothing, other than the article written by our reporter in the Daily Mail. Greenville has tabled it. She had no idea what position Coxsackie or Ravena had taken with regard to the exemption. Further, it is not known if a Veteran can get both this exemption and a STAR exemption. There are three levels to the exemption: combat, disabled and war vets. The Board was urged to look into it.

She further commented that she was questioning the Maurer property. New Baltimore paid a lot of money, got stuck for a lot of money because of that Alcove Road property. The County took it over, never cleaned it up. There is a trailer still on that property that is a hazard. It is a disgrace. If it is the County's responsibility, they should pull it out of there. New Baltimore does not need any more trash. They can take their own. It was then noted that the property had been sold at auction. However, according to Mrs. Alfeld, the trailer is still there. The matter will be brought to the attention of the Town's Code Enforcement Officer.

Richard Guthrie wished to reiterate his observations from the last meeting with regard to the increasing volume of heavy-duty truck traffic that is passing through the Town for various legitimate reasons. He wanted to be sure that the Town is on top of it in asking that the Sheriff and State Police take measures to insure the safety and reliability of the traffic that is using the public roads through the Town. He suspects when there is a safety check along the Thruway, the trucks get off the Thruway and come through our Town as an alternate avoidance route. These trucks should be given a close look to be sure they are not the ones that would not pass a safety inspection if they had to go through one. In other municipalities in the State and around the country, Mr. Guthrie pointed out that he has seen their own measures to discourage the use of jake-brakes or engine brakes. He has noticed that on occasion some of the trucks are using their jake-brakes when coming through the hamlet. Of great concern is the sharp turn by the church. It is very disruptive to anyone in attendance. The other instance of frequent occurrence is on Route 144 near the junction of South Main Street where there is a slope and sharp turn. He urged the Town to look into the possibility of putting up jake-brake signs prior to these congestive residential areas. Councilman Norris questioned if they were using their jake-brakes because they were going too fast? Mr. Guthrie responded that he wouldn't try to explain the reasons why they are doing it. I don't think we can legally prevent the use; it is a legitimate safety measure for truck drivers to have available. However, sometimes it is used as an expression of opinion.

Janet Angelis advised that her memory is that when Laraway got permission to open the Port of Coeymans, one of the conditions that the State DOT put on him was that truck traffic to that site

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from the south would not come through New Baltimore. I can report early one Friday morning at about 6 o'clock just before one of the snowstorms, there was a line of trucks coming through New Baltimore. I assume going up to the Port of Coeymans to get sand and salt. She asked that DOT be contacted to be a little more diligent in enforcing that requirement.

Patty Hildebrandt wished to speak on behalf of Marshall and Sterling. She lost her home in a fire, was insured with Marshall & Sterling and within six months she had a new garage, her new home. Everything built with no questions asked. They were very good to her and she recommends them as a very good choice of an insurance company.

Ann Marie Vadney wished to thank the Board for voting for Trident because she thought it provides the best service, more concrete numbers and that it is the taxpayers' right to know these numbers. She further commented that she had a question about the capitalization even though the Town did not go with NYMIR. She asked that someone explain about the \$48,000 that they would pay back to the Town if the Town went with them. It was explained to her it was \$2,000, \$400 a year for five years. There was some confusing language with regard to that.

She further was going to ask about the track record in approving when you do have an incident in your Town because I think the Town equates to the people in the Town. We should really focus on an insurance company that is going to fulfill its obligations to the Town's people with any monies due to them for any damages.

ADJOURNMENT

At 8:45 p.m., it was moved by Ruso and seconded by Van Etten to adjourn the meeting.

Yes: 5 Nays: 0 Absent: 0 Abstained: 0

Respectfully Submitted
Marjorie Loux
Deputy Town Clerk