

County of Tioga

Local Law No. 2 of the Year 2016.

A Local Law to amend the Rules and Regulations for the Administration of the Tioga County Self-Insurance Plan for Workers' Compensation, which will amend Local Law No. 2 of the Year 1956, as amended by Local Law No. 1 of the Year 1959, as amended by Local Law No. 1 of the Year 1963, as amended by Local Law No. 2 of the Year 1975, as amended by Local Law No. 1 of the Year 1976, as amended by Local Law No. 5 of the Year 1976, as amended by Local Law No. 5 of the Year 1977, as amended by Local Law No. 2 of the Year 1980, as amended by Local Law No. 6 of the Year 1984, as amended by Local Law No. 2 of the Year 1985, as amended by Local Law No. 3 of the Year 1990, as amended by Local Law No. 2 of the Year 2015.

Be It Enacted by the Tioga County Legislature of the County of Tioga, as follows:

SECTION 1:

This Section amends the Rules and Regulations for the Tioga County Self-Insurance Plan for Workers' Compensation.

A. Participation

In addition to the County, participation in the plan shall be available to the Tioga County Soil and Water Conservation District, all of the towns and villages located within the geographical boundaries of Tioga County, and active volunteer firefighters pursuant to provisions of New York State Workers' Compensation Law Section 63.

B. Entry and Withdrawal and Payment of Outstanding Liabilities

New Participants as defined in Paragraph A hereof and other than those in the Plan at the time of its adoption, shall be admitted as of January first, following the date of application for participation; provided, however, that a certified copy of a resolution of the governing body of the applicant shall be filed with the Administrators by the preceding July first.

A participant may withdraw from the plan effective at the end of a fiscal year by filing with the Administrators on or before the preceding July first a certified copy of a resolution of its governing body electing to withdraw from the plan.

As a condition of withdrawal from the Plan, the participant must enter into a withdrawal agreement with Tioga County and must agree to pay in a lump sum or the Administrators may, subject to the approval of the County Legislature, permit such payment to be made in installments, an equitable share of the outstanding liabilities of the Plan as of the date of withdrawal. If payment of the equitable share of the outstanding liabilities of the Plan is to be made in installments, an installment payment plan and other necessary terms and conditions shall be set forth in the withdrawal agreement. For purposes of this paragraph, the phrase "equitable share of outstanding liabilities of the Plan" shall mean all of those current and open compensation cases originating from the participant and included in the Plan on or before the effective January 1st of the participant's withdrawal from the Plan, and all those compensation cases originating from the participant which are closed as of the date of withdrawal but which in the judgement of the Administrators are likely to be re-opened after the January 1st withdrawal date. The Administrators shall hire an actuary to obtain an actuarial assessment in order to determine the withdrawing participant's equitable share of the outstanding liabilities.

C. Apportionment of Costs

Each participant shall be liable to pay their proportionate share of the cost of participation in the Plan, including all administrative costs and expenses, using the following formula:

Thirty-five percent (35%) shall be apportioned to each participant in the proportion that the full valuation of its taxable real property bears to the aggregate full valuation of all participants. The county's proportionate share shall include the total full valuation of all towns within Tioga County including those who may not be participating in the self-insurance plan.

Thirty-five percent (35%) shall be based on the proportion each participant's gross annual payroll bears to the total payroll of all participants, using the total payroll from the last full calendar year immediately preceding issuance of the bills (example, use 2015 payroll for 2017 bills).

Thirty percent (30%) shall be based on the proportion that each participant's claims utilization bears in relation to the aggregate losses of the Plan. Claims utilization includes any payments made related to the

claim(s) for a participant's employee(s). A five consecutive year claim utilization average will be used for each participant, to be phased in by using a four consecutive year claim utilization average for 2017 bills. Starting in 2018 and thereafter five consecutive year claim utilization will be used.

D. Payment by Participants

Each participant will receive their annual bill for the fiscal year at the start of the fiscal year. Each participant shall pay the County Treasurer half of their annual bill by January 31 of the current year and the remaining half of the bill by July 31 of the current year.

E. Reserve

A reserve of \$6,000,000.00 is hereby established for the Plan. Such amount may be accumulated by the inclusion in each annual estimate a sum not exceeding 2% of the total annual estimate, or by the transfer to said reserve of surplus funds in the fund balance, or by the addition to said reserve of income earned from the investment of the funds in such reserve, or by such combination of said methods as the Administrators may deem proper.

When the amount of the reserve is at a maximum, any amount expended therefrom shall be restored by one or more of the aforesaid methods, as Administrators may deem proper.

F. Duties of Plan Participants

Participants in the plan hereby established shall be subject to the following standards, conditions, rules and regulations:

1. Participants shall cooperate fully with the Administrators in the administration of the plan, and shall prepare and file with the Administrators such reports and information as may be requested.
2. Each participant shall maintain a record of all injuries received by employees in the course of their employment. Reports of accidents shall be filed promptly to the Administrators of the plan.
3. Participants shall promptly furnish all pertinent information relative to any claim, and shall aid in the investigation of any claim.
4. The Administrators shall report to the Legislature failure of a participant to file required reports and the Legislature may take such action as it deems proper as provided herein.
5. Each participant shall develop and enforce a safety program or programs designed for the reasonable and adequate protection of the lives, health, and safety of employees.

6. The Administrator may submit to the County Legislature a list of positions of employment for which medical examinations shall be required together with medical standards for each position. Each participant shall require an employee appointed to a position on such list to have a medical examination prior to employment, except in an emergency; in which event, a medical examination shall be made as soon after the date of employment as is practical. The cost of such examination shall be an expense of the plan. Employment will be contingent upon successful passing of the medical examination.

G. Excess or catastrophe insurance

The Administrators, subject to approval of the County Legislature, may, on behalf of the plan, purchase excess or catastrophe insurance, the cost of such insurance being an administrative expense of the plan.

H. Expulsion

The Legislature may by resolution expel a participant for failure to observe the rules and regulations adopted, or for any violation of the provisions of the NYS Workers' Compensation Law. That participant shall be notified in writing, at least 60 days prior to the effective date of expulsion, and such expulsion shall not relieve a participant from paying its share of the outstanding liabilities of the plan at the date of expulsion.

SECTION 2. SEVERABILITY

If any clause, sentence, paragraph subdivision, section or part of this law or the application thereof to any person, individual corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 3. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2016 of the (County) of Tioga was duly passed by the Tioga County Legislature on December 13, 2016, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County) (City) (Town) (Village) of was duly passed by the on , 20 , and was (approved)(not disapproved)(repassed after disapproval) by the and was deemed duly adopted on , 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on , 20 , and was (approved)(not disapproved)(repassed after disapproval) by the on , 20 . Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on , 20 , in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on , 20 , and was (approved)(not disapproved)(repassed after disapproval) by the on , 20 . Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of , 20 , in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the City of having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on , 20 , become operative.

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____, 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1____, above.

Clerk of the County legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: December 13, 2016

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

State of New York

County of Tioga

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature
Judith M. Quigley
Title County Attorney
County of Tioga
City
Town
Village

Date: December 13, 2016