

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, September 28, 2021**

Workshop/Meeting: 7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Lake Carmel Park District – temporary Park Maintenance Helper and temporary Park Maintenance Worker
 - b. Request for approval of equipment installation on cell towers
 - c. Kent E-Waste Day
 - d. Town computers and equipment to be recycled
 - e. Medical Insurance for Elected Officials
 - f. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

Maureen Fleming

From: Amar Alhakim <aalhakim@md7.com>
Sent: Monday, September 20, 2021 3:08 PM
To: Maureen Fleming; Tamara Harrison; ntag@hoganandrossi.com
Subject: Request for Approval - Site: 208442| Project: 13703617| 146 Ressique Street Carmel Hamlet
Attachments: American Tower Approval-(Dish) 208442 LCL_13703617-146 Ressique Street (1) (1).pdf

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Good afternoon,

I hope all is well! Thank you for your help on the previous requested American Tower consent letters. Another is being requested at the site 146 Ressique Street Carmel Hamlet, New York.

I am reaching out to you on behalf of American Tower. We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by DISH WIRELESS L.L.C., at this site. DISH WIRELESS L.L.C. is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings.

We kindly request that you please approve the proposed installation by signing the attached letter and returning a scanned signed copy to me via email.

Thank you in advance for your cooperation.

Amar Alhakim
Lease Consultant

MD7

10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130
D (858) 754-2153
aalhakim@md7.com



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Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

September 20, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
208442	Kent Landfill	13703617	DISH WIRELESS L.L.C.
SITE ADDRESS		GROUND AGREEMENT	
146 Ressique Street Carmel Hamlet, New York 10512		Wireless Communications Site Lease Agreement dated October 4, 2012	

* any reference to DISH WIRELESS L.L.C. includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by DISH WIRELESS L.L.C., at this site. DISH WIRELESS L.L.C. is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

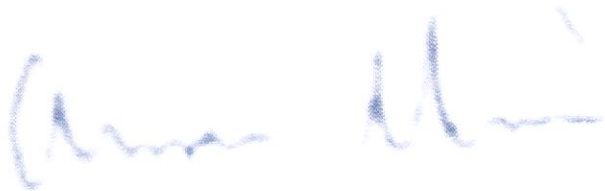
- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of DISH WIRELESS L.L.C.'s equipment will not change the overall height of the tower.
- You may receive revenue share pursuant to the ground lease as a result of this equipment modification.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. Please note that pursuant to the ground agreement you are required to respond to this request within a prescribed period of time. As such if we do not hear from you within thirty (30) calendar days following your receipt of this letter we will consider your non-response as approval to this request.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,



Amar Alhakim
Lease Consultant, MD7
E: aalhakim@md7.com | P: 858.754.2153

Approval

I approve of the proposed modification of equipment by DISH WIRELESS L.L.C. at the site referenced above.

Signature: _____ Date: _____

Print Name:

Title:

Maureen Fleming

From: Amar Alhakim <aalhakim@md7.com>
Sent: Wednesday, September 22, 2021 12:56 PM
To: Maureen Fleming; Tamara Harrison; ntag@hoganandrossi.com
Subject: Request for Approval -(TMO) Site: 208041| Project: 13672247| 16 Sybils Crossing Carmel Hamlet
Attachments: American Tower Approval-208041_LCL_13672247-(TMO) 16 Sybils Crossing Carmel Hamlet (1) (1).pdf

TOWN OF KENT NOTICE

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DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Good afternoon,

Please see the attached consent letter for the site located at 16 Sybils Crossing Carmel Hamlet.

I am reaching out to you on behalf of American Tower. We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. included for your convenience are the Construction Drawings.

We kindly request that you please approve the proposed installation by signing the attached letter and returning a scanned signed copy to me via email.

Thank you in advance for your cooperation.

Amar Alhakim
Lease Consultant

MD7

10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130
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aalhakim@md7.com



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AMERICAN TOWER™
CORPORATION

Town of Kent
Attn: Supervisor
25 Sybil's Crossing
Kent Lakes, NY 10512

September 22, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
208041	Kent Town Hall	13672247	T-MOBILE
SITE ADDRESS		GROUND AGREEMENT	
16 Sybils Crossing Carmel Hamlet, New York 10512		Wireless Communications Site Lease Agreement dated October 4, 2012	

* any reference to T-MOBILE includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. included for your convenience are the Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

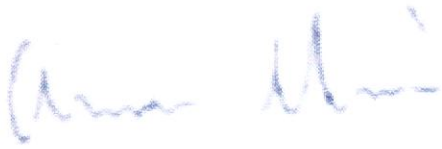
- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of T-MOBILE's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. Please note that pursuant to the ground agreement you are required to respond to this request within a prescribed period of time. As such if we do not hear from you within thirty (30) calendar days following your receipt of this letter we will consider your non-response as approval to this request.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,



Amar Alhakim
Lease Consultant, MD7
E: aalhakim@md7.com | P: 858.754.2153

Approval

I approve of the proposed modification of equipment by T-MOBILE at the site referenced above.

Signature: _____ Date: _____

Print Name:

Title:



LIVE EVENT RECYCLING PROPOSAL

9/16/2021

This **Statement of Work** shall set forth the terms and conditions of electronic recycling services that SAMR will provide. These services include but are not limited to the following types of equipment: computers and peripherals, monitors, laptops, printers, servers, network equipment, audio visual equipment, TVs, fax machines, copiers and appliances.

Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

Phone #:
E-Mail: jmcglasson@townofkentny.gov
Attn: Jaime McGlasson

Services:

- SAMR will provide a box truck along with a driver and 2 helpers for your recycling event that is to be held on **October 23rd, 2021** between the hours of **9:00 AM & 12:00 PM**.
- SAMR shall furnish all labor, materials, tools, equipment and supervision and transportation to perform the Recycling Services in a manner that will ensure a neat, orderly and professional appearance of your location.
- SAMR will provide you with a certificate of recycling based upon the total weight of electronics collected contents.
- SAMR carries all necessary permits and licenses.

Transportation and Recycling Pricing Summary	
Recycling Event	\$3,250 per event

SAMR accepts anything with a plug or a battery.

SAMR, Inc. 1950 Rutgers University Blvd., Lakewood, NJ 08701 (732) 370-4100
www.samrinc.com



Additional Items for Recycling:

Portable/Laptop Computers	Monitors	Printers
Fax Machines	Scanners	Keyboards & Mice
Telecommunications Equipment	Wire	Main Frames
Stereos & Radio Equipment	Speakers	VCR / DVD Players
Televisions	Microwaves	Air Conditioners
Humidifiers	Dehumidifiers	Space Heaters
Propane Tanks	Metal	Servers
Large Appliances	Metal – Non Ferrous	Copiers
Cable Attachments	Cell Phones & Telephones	Cameras
E-book Readers	MP3 Players	Modems
UPS/Battery Backup		

SAMR has designed a quick and simple pre-paid lamp, ballast and battery program. To learn more about the program, please visit www.quickpaq.com.

Please feel free to learn more about us by visiting our web site at www.samrinc.com or contact me at 1-866-509-SAMR(7267) with any questions that you may have.

September 27, 2020

To: Maureen Fleming
From: Richard Harris
Subj: Computers and Equipment for Recycle

Attached please find a list of computers and other equipment that need to be destroyed from various departments. These devices have the Hard Drives removed. When the board approves their destruction, The Hard Drives will be destroyed and the remainder of the equipment will be sent to recycle. Any questions or concerns please let me know.

HP Desktop PC (Highway Windows10 Replacement) S/N MXL0261K9V
HP Desktop PC (Highway Windows10 Replacement) S/N 2UA5061TRN
HP Desktop PC (Highway Windows10 Replacement) S/N 2UA34714YP
HP Desktop PC (Highway Windows10 Replacement) S/N 2UA5401XQ2
HP Office Jet Pro Printer (LCPD) S/N MY84L240NK
HP Office jet 8000 Printer (Highway) S/N CN08C3Q159
HP Desktop PC (Recreation Windows10 Replacement) S/N MXL6071JLW
DELL MONITOR (Server Room BAS-IPS) S/N CN-OM1618-46633-3CN-5VWU
DELL MONITOR (Server Room TOKDC1) S/N CN-OC5369-64180-49F-33DH
HP Desktop PC (Tax Receiver Windows10 Replacement) S/N MXL205121Q
HP Desktop PC (Tax Receiver Windows10 Replacement) S/N MXL2290R30
HP Desktop PC (Planning Windows10 Replacement) S/N 4CE7444Y96
HP Desktop PC (Assessor Windows10 Replacement) S/N MXL6071JLZ
HP Desktop PC (Assessor Counter) S/N MXL03118HJ
HP Desktop PC (Building Dept Windows10 Replacement) S/N 2UA3421W39
HP Desktop PC (Building Dept Windows10 Replacement) S/N MXL2290R1L
HP Desktop PC (Building Dept Windows10 Replacement) S/N 2UA3471BHN
Brother Intellifax 4100e (Mailroom) S/N U61639L0J228286
HP Docking Station (Assessor) S/N CNU805XRVW
HP Laptop PC (Assessor Windows Vista) S/N CNU8070H3K



Richard Harris
IT Consultant to the Town of Kent

*Town of Kent, NY
Monday, September 27, 2021*

Chapter 14. Personnel Regulations

§ 14-12. Money in lieu of health insurance.

[Added 4-18-1994 by L.L. No. 4-1994; amended 12-1-2015 by L.L. No. 3-2015]

- A. Commencing with the election of newly elected part-time officials for the 2016 term, only full-time Town employees and full-time elected officials, specifically the Town Supervisor, the Highway Superintendent and the Town Clerk, are eligible for health insurance coverage paid for, in part, by the Town. Any such eligible employee or elected official shall have the option of either receiving Town-paid health insurance or money in lieu of health insurance coverage, which compensation shall be paid as follows: An employee or elected official who qualifies for family coverage shall be entitled to receive payment of \$2,400 per year; an employee or elected official who qualifies for single coverage shall be entitled to receive payment of \$1,200 per year.
- B. The decision of whether or not an eligible employee or eligible elected official chooses to be paid money in lieu of health insurance must be communicated to the Town Supervisor, in writing, no later than December 15 of the year prior to the year such choice is to take effect. Payment of such money in lieu of health insurance shall be made at the end of each quarter.
- C. Any eligible employee or eligible elected official having chosen to opt out of the Town health insurance plan shall also have the right to be reinstated in the plan, upon 30 days' prior written notice to the Town Supervisor, and a prorated settlement of that quarter shall be made. Such reinstatement will take effect on the first day of the month following the date that written notice is approved and accepted by the Town Board.

806 Medical Insurance

Eligibility - The Town will make available medical insurance coverage to each full-time employee and full-time Elected Official, specifically the Town Supervisor, the Highway Superintendent and the Town Clerk, and their eligible family members. A part-time, temporary, or seasonal employee is not eligible for medical insurance coverage.

When Coverage Begins - Coverage will begin on the first day of the month following the employee's first day of employment or for Elected Officials, the first day of office, provided all eligibility requirements of the insurance plan are met.

When Coverage Ends – Coverage ends on the last day of the month in which the employee separates from employment or the Elected Official ends elected service. Coverage will continue for eligible employees and eligible Elected Officials in accordance with COBRA regulations. Coverage will continue for eligible retirees in accordance with Town policy and Plan documents.

Premium Payments - The Town will contribute a percentage of the premium for individual or family medical insurance coverage, as the case may be, in accordance with the following schedule:

- o Elected Officials – The Town will pay ~~100%~~ 80% of the premium for each full-time Elected Official whose term begins on or after January 1, 2022.

- o Full-Time Employees Hired Prior to January 1, 2009 – The Town will pay 100% of the premium for each full-time employee whose first date of full-time employment was prior to January 1, 2009.

- o Full-Time Employees Hired On Or After January 1, 2009 – The Town will pay 80% of the premium for each full-time employee whose first date of full-time employment was on or after January 1, 2009.

[Revised by Town Board Resolution 2-25-09]

Pre-Tax Insurance Premiums – The employee's contribution towards the health insurance premium will be paid with pre-tax dollars in accordance with IRS Section 125. Deductions are taken from the employee's paycheck before federal, state, and social security taxes are calculated. This reduces the employee's taxable income and increases net take-home pay. [Revised by Town Board Resolution 2-25-09]

Changes in Premium Contributions – The amount of the insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month written notice of such change.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

807 Medical Insurance Buy-out

Eligibility - A full-time employee or full-time Elected Official who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical health insurance coverage in a

manner and form to be determined by the Town and sign an appropriate waiver of health insurance coverage and waiver of liability to the Town.

Amount of Buy-out - An employee or Elected Official who is eligible for the medical insurance buy-out will receive \$1,200 for individual coverage or \$2,400 for family coverage, whichever the case may be.

Method and Form of Payment - Payment of the buy-out will be made in four payments, at the end of each calendar quarter. This payment is in addition to the compensation and/or salary to which the employee is otherwise entitled, and will be treated as part of the employee's gross income and will be subject to the appropriate withholding for income and payroll tax purposes.

Reinstatement - In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the Town. Coverage will become effective in accordance with the provisions specified in the plan documents, provided that the employee meets all eligibility requirements of the insurance plan. Upon reinstatement, the employee must refund the portion of the payment received for the period in which the Town will subsequently provide coverage for said employee.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance Buy-out provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

808 Medical Insurance for Retirees

Coverage - The Town will make available medical insurance coverage to an eligible full-time employee or full-time Elected Official who retires from the Town. Coverage is also available for eligible dependents if they were covered under the Town's medical insurance plan at the employee's date of retirement. In the event the retiree predeceases the dependents, the dependents may continue medical insurance coverage provided they pay the full cost of the premium. Coverage of a dependent at the time of divorce or legal separation is in accordance with plan documents and COBRA requirements.

Eligibility - To be eligible for coverage, the employee or Elected Official must be age fifty five or older, must have at least ten years of continuous service with the Town, and must have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. The continuous service requirement is measured backwards from the date of retirement. A break in service with the Town does not count towards the ten year continuous service requirement. The continuous service requirement for employees must be full-time employment. Part-time employment will not be counted towards the continuous service requirement. The continuous service requirement is twenty years for those employees who are hired on or after January 1, 2009. [Revised by Town Board Resolution 2-25-09]

Plan - The Town Board may, at its discretion, change the medical insurance plan at any time, including, but not limited to, type of coverage, retiree contributions, and type of carrier.

Premium Payments - The Town will contribute a percentage of the premium for individual or family medical insurance coverage, as the case may be, for each retiree in accordance with the following schedule:

o Elected Officials – The Town will pay ~~100%~~ 80% of the premium for each Elected Official whose term begins on or after January 1, 2022.

o Full-Time Employees Hired Prior to January 1, 2009 – The Town will pay 100% of the premium for each full-time employee whose first date of full-time employment was prior to January 1, 2009.

o Full-Time Employees Hired On or After January 1, 2009 – The Town will pay 80% of the premium for each full-time employee whose first date of full-time employment was on or after January 1, 2009. [Revised by Town Board Resolution 2-25-09]

Changes in Premium Contributions – The amount of the insurance premium a retiree or retiree's spouse is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month written notice of such change.

Medicare Part B Reimbursement - The Town will reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium. Such reimbursement will cease for both the retiree and the retiree's spouse upon the death of the retiree.

Reimbursement will also cease for a spouse upon legal separation or divorce. The Town Board may, at its discretion and in accordance with plan documents, modify or eliminate this reimbursement for any retiree or retiree's spouse.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance for Retirees provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

809 Dental Plan

Eligibility - The Town will make available a dental plan to each full-time employee and full-time Elected Official. A part-time, temporary or seasonal employee is not eligible for this plan.

When Coverage Begins – Coverage will begin on the first day of the month following the employee's first day of employment or for Elected Official's, the first day of office, provided all eligibility requirements of the dental plan are met

Employee Premium Contribution - The employee will be responsible for paying the full premium for an individual or family dental plan, as the case may be. If an employee or Elected Official elects to participate in the dental plan, the full cost of the premium will be deducted from the employee's or Elected Official's regular paycheck.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Dental Plan provisions set forth immediately above and should refer to the applicable collective bargaining agreement.