

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, October 5, 2021**

**Executive Session:** 5:00 p.m.

Discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

**Workshop/Meeting:** 7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a. Intermunicipal Agreement for Shared Electrical Inspections
  - b. Code Enforcer - Correction of Violation TM# 33.27-1-16
  - c. Canine Officer – Accept grant, approve purchase
  - d. Medical Insurance for Elected Officials
  - e. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

Michael Budzinski, PE  
Director



MaryEllen Odell  
County Executive

**PUTNAM COUNTY OFFICE OF CONSUMER AFFAIRS**  
Weights and Measures/Trades Licensing and Registration  
110 Old Route 6- Building #3, Carmel, NY 10512  
(845) 808-1617

RECEIVED

SEP 07 2021

Town of Kent  
Supervisor's Office

**Memo to:** Kenneth Schmitt, Supervisor, Town of Carmel  
Maureen Fleming, Supervisor, Town of Kent ✓  
Richard Williams, Supervisor, Town of Patterson  
Richard Shea, Supervisor, Town of Philipstown  
Tony Hay, Supervisor, Town of Southeast

**From:** Michael Budzinski, PE, Director

A handwritten signature in black ink, appearing to read "Michael Budzinski", is written over the printed name of the Director.

**RE:** Inter-municipal Agreement for Shared Electrical Inspections with local municipalities

**Date:** September 1, 2021

Attached for your review and approval is a proposed inter-municipal agreement for electrical inspections which is the same content as the previously approved agreement between the County and Towns. The proposed agreement shall continue until December 31, 2026. If you have any questions regarding the agreement, please contact Ms. Anna Diaz, Senior Deputy County Attorney at 845-808-1150 ext 49413. Please provide your approval and/or comments to this office as soon as possible.

Enc: IMA for Electrical Inspections

Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE TOWN OF KENT**

THIS AGREEMENT, made by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through its Office of Consumer Affairs, and **THE TOWN OF KENT**, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512 (both respectively hereinafter referred to individually as the "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, the TOWN OF KENT (hereinafter referred to as the "TOWN") and the COUNTY OF PUTNAM (hereinafter referred to as the "COUNTY") desire to enter into an Inter-Municipal Agreement (hereinafter the "Agreement") made pursuant to Article 5-G, *et seq.*, of New York State's General Municipal Law, and in conformance with other and applicable statutory mandate and related rules and regulations, as more fully described herein; and

WHEREAS, the COUNTY and the TOWN hereto acknowledge there is a critical need to utilize every means available to provide the maximum services in the most cost-effective manner and at the least possible cost to the local taxpayers, and each Party acknowledges that flexibility in operating local governments through shared services and resources is necessary to insure efficiency and maximum benefits to the local taxpayers which will result in efficient and cost effective work performance to the Parties is in the best interests of the local taxpayers; and

WHEREAS, pursuant to New York Executive Law §381(2), any local government may enter into an agreement with the county in which such local government is situated in order to authorize the county to administer and enforce the uniform code, the state energy conservation construction code, or both, within such local government; and

WHEREAS, the COUNTY has entered into a contract with an electrical inspection consultant (hereinafter referred to as the "inspector") to perform electrical inspections, re-inspections or altered electrical wiring (collectively referred to as "electrical inspections") in accordance with the standards of the National Electrical Code, New York State Uniform Fire Prevention Code, New York State Building Code, and all other applicable national, state and local regulations, ordinance and codes for residential and commercial properties located within Putnam County, including those properties located within the TOWN; and

WHEREAS, the TOWN wishes to authorize the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that taxpayer monies will be saved and that such an agreement is in the best interests of the Parties hereto to enter into this Agreement.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. The Parties acknowledge and agree that in the performance of the terms contained herein the greatest benefits will be derived by promoting the interests of the Parties hereto and each of the Parties do, therefore, enter into this Agreement with the intention of reasonably cooperating with the other in carrying out the terms of this Agreement in such manner as will thus promote the interest of rendering the highest service to the public, particularly the local taxpayers, in accordance with

the provisions of this Agreement.

2. It is specifically understood and agreed by the Parties hereto that the sharing of such services is done on a voluntary, not mandatory, basis and that in no event shall the COUNTY be liable to the TOWN for damages due to interruptions in such services or due to the actions/inactions of the inspector.
3. COUNTY has entered into a contract with a qualified, experienced inspector to perform electrical inspections for commercial and residential properties located within Putnam County, including those properties located within the TOWN.
4. The TOWN hereby authorizes the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN. Such services shall include the following:
  - a. The inspector will provide electrical inspections services for commercial and residential inspections on new construction and remodeling projects.
  - b. The inspector will be available during normal work hours to schedule and perform inspections and provide guidance for electricians.
  - c. The inspector will provide open wall and trench inspections prior to the installation of finish surfaces or final grading.
  - d. The inspector will issue a Certificate of Compliance to applicants and the authority having jurisdiction for a period of one (1) year from the date of issue.
  - e. The inspections performed will be completed through a permit

issued by the COUNTY and the results of the inspections will be submitted to the COUNTY. The COUNTY will thereafter provide a copy of such inspection report to the electrician.

- f. The inspector will mark inspections sites through commonly accepted industry practices.
  - g. The inspector will provide all necessary transportation and all of his or her own equipment and will be responsible for all associated costs.
  - h. The inspector will issue all necessary permit applications and certificates of compliance.
5. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026, unless modified or terminated by either Party in writing upon thirty (30) days' notice, with or without cause.
6. In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements", attached hereto and made a part of this Agreement, the TOWN agrees to, to the fullest extent permitted by law, to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless against damages, costs, or liabilities arising out of or related to or in connection with or arising directly out of the negligent performance of this Agreement by the TOWN, unless the liability was created by the sole and exclusive negligence of the COUNTY. TOWN further agrees to be solely responsible for the costs of defense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

7. The TOWN agrees not to hold itself out as an agency, department or office of the COUNTY, nor shall any of the TOWN's officers, employees or agents make any claim against the COUNTY as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the COUNTY.
8. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:  
  
    TO the COUNTY:     County Attorney  
                          48 Gleneida Avenue  
                          Carmel, New York 10512  
  
                          Putnam County Consumer Affairs  
                          110 Old Route 6, Building 3  
                          Carmel, New York 10512  
  
    TO the TOWN:     Town of Kent  
                          25 Sybil's Crossing  
                          Kent Lakes, New York 10512
9. This Agreement and its attachment(s) constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.
10. This Agreement is governed by the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
11. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or

in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

12. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement. Moreover, unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required COUNTY signatories and the County Executive.
13. The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.



IN WITNESS WHEREOF, the Parties have executed this Agreement in Carmel, New York  
on the date hereinabove set forth.

**READ & APPROVED:**

**THE COUNTY OF PUTNAM:**

\_\_\_\_\_  
Date:  
Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_  
Date:  
MaryEllen Odell  
County Executive

\_\_\_\_\_  
Date:  
Mat Bruno Sr.  
Risk Manager

**THE TOWN OF KENT**  
25 Sybil's Crossing  
Kent Lakes, New York 10512

\_\_\_\_\_  
Date:  
William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_  
Date:  
Maureen Fleming, Town Supervisor



SCHEDULE A

**PUTNAM COUNTY INSURANCE REQUIREMENTS**

THE FOLLOWING **MUST** APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM  
48 GLENEIDA AVENUE  
CARMEL, NEW YORK 10512  
ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)  
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

***“PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for  
Professional Liability and Workers’ Comp.”***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated “secured” (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the “XCU” exclusion of the policy or policies shall be eliminated or show proof that “XCU” is covered.

**The Contractor shall provide and maintain at its own expense the following  
minimum insurance coverage:**

- A. **Workers’ Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers’ Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:  
\$2,000,000 General Aggregate  
5,000 Medical Expense Limit  
\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:  
(1) Owned Automobiles                      (2) Hired Automobiles                      (3) Non-Owned Automobiles  
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**  
Limits depending on the following contract size  
\$100,000 - \$250,000 - 1 million  
\$250,001 - \$500,000 - 5 million  
\$500,000+                      10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**  
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



Sept. 29<sup>th</sup>, 2021

Office (845) 306-5595  
Fax (845) 225-5130  
Email: [ceovacant@townofkentny.gov](mailto:ceovacant@townofkentny.gov)

To: Supervisor Fleming and Town Board Members of Kent  
From: Jack Keher C.E.O. of Vacant Buildings  
Re: 109 Terry Hill RD

TM.# 33.27-1-16

Enclosed please find the violation issued by the undersigned and bids for correction. The site owner is deceased and the estate is insolvent with no other contacts available.

The following proposals have been submitted;

Bill Henry Tree Service: \$750.00  
Johnson's Tree Service: \$1,600.00  
Larry Reynolds Tree Service: Failed to submit a Bid

For your consideration and approval.

Respectfully,

Jack Keher  
Town of Kent  
C.E.O. of Vacant Buildings



Code Enforcement Officer for Vacant Buildings  
OF  
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5595

## ORDER TO REMEDY VIOLATION

Terry Rose  
PO BOX 98  
Carmel, NY 10512

Tax Map #: 33.27-1-16

Date: August 23, 2021

Owner: Terry Rose  
109 Terry Hill Rd  
Kent, NY

Report # C-2021-0182

Complaint: Unable to see building due to tree and grass overgrowth. Owner of property is deceased since 2012.

Inspections related to this complaint found the following:

In violation of :

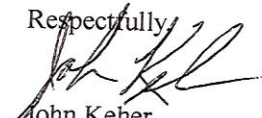
**Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Sub B-2**  
**Owner, occupant, operator** which states It shall also be the duty and responsibility of owners, occupants or operators to keep the exterior of all premises structurally sound, in good general repair and sufficiently maintained, to an extent so as to prevent and avoid conditions that violate the purposes of this chapter.

You are hereby directed and ordered to remedy the violations by: 9/6/2021

Failure to remedy the condition aforesaid and to comply with the applicable provisions of the law may constitute an offense punishable by fine or imprisonment or both.

If you have any further questions, please feel free to contact me at 845-225-3900.

Respectfully,

  
John Keher  
C.E.O. Vacant Buildings  
Town of Kent





**BILL HENRY  
TREE SERVICE INC.**

**(845) 278-9355**

20 Indian Hill Road  
Brewster, NY 10509

# Estimate

Date	Estimate #
9/27/2021	572

Name / Address
Code Enforcement Town Of Kent Carmel, NY 10512

			Project
Description	Qty	Rate	Total
Job Site: 109 Terry Hill Road, Kent Remove 10' Back From House & Pool. Cut & Chip Brush.		750.00	750.00T
Any Questions, Please Call 845-278-9355.		<b>Subtotal</b>	\$750.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$750.00





**JOHNSON'S  
TREE SERVICE**

Estimate

1361 Route 52, Carmel, NY 10512

Phone: 845-878-7569

Email: johnsonswoodpile@aol.com

Website: www.johnsonstreeserviceinc.com

Name/Address
Jack Keher CEO Vacant Buildings Town of Kent Carmel, NY. 10512

Date	Estimate No.	Project
09/28/21	338	

Item	Description	Quantity	Cost	Total
Tree Work	109 Terry Hill Road, Carmel, NY Clear 10 foot area around house and pool. Chip brush, clean up.	1	1,600.00	1,600.00
Total				\$1,600.00















AKC Reunite  
8051 Arco Corporate Drive  
Suite 200  
Raleigh, NC 27617



Date: 07/15/2021  
Check #:  
Payment Amount: 7,500.00  
Vendor #: VN23002



016889 R3K6T1A  
TOWN OF KENT POLICE DEPT  
40 SYBIL'S CROSSING  
CARMEL NY 10512



### Remittance Advice

Invoice Date	Invoice No.	Invoice Description	Invoice Net Amount
06/28/2021	2021-06-28 GRANT	ADOPT A K-9 COP GRANT	7,500.00

PLEASE DETACH BEFORE DEPOSITING CHECK

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

AKC Reunite  
8051 Arco Corporate Drive  
Suite 200  
Raleigh, NC 27617



Date: 07/15/2021  
Check #:

Pay Exactly **\*\*Seven Thousand Five Hundred and 00/100 -US Dollars\*\***

Amount  
**\$\*\*\*\*7,500.00**

TO THE ORDER OF  
TOWN OF KENT POLICE DEPT

*Joseph Baffuto*  
Authorized Signer



## AKC Reunite Announces Enhancements to its 'Adopt a K-9 Cop' Matching Grant Program

May 20, 2021 – For Immediate Release

AKC Reunite, the largest non-profit pet identification and recovery service provider in the United States, is pleased to announce new enhancements to its AKC Reunite Adopt a K-9 Cop matching grant program.

For the past several years, the program has allowed AKC Reunite to match funds from AKC Clubs, one-to-one, up to \$5,000 per grant through the Canine Support and Relief fund in order to purchase K-9 police dogs to donate to police departments throughout the United States. Starting immediately, the program will accept contributions from the public to help cover the club's portion of the grant and AKC Reunite will now match donations at a three-to-one ratio, up to \$7,500 per grant.

### “K-9 officers are such an incredible asset to law enforcement agencies in our nation.”

*Christopher L. Sweetwood ~ Ambassador for AKC Reunite's Adopt a K-9 Cop Matching Grant Program*

“This partnership with local AKC clubs is a grassroots effort working across the country,” said AKC Reunite Chair Rita Biddle. “AKC Reunite is very pleased to increase our contributions to our Adopt a K-9 Cop program as the service of these dogs and their handlers is so important in the protection of our communities.”

“K-9 officers are such an incredible asset to law enforcement agencies in our nation,” said Christopher L. Sweetwood, Ambassador for AKC Reunite's Adopt a K-9 Cop Matching Grant Program and Delegate for the Trap Falls Kennel Club. “Twenty-six (26) police K-9s have been donated since the program's inception, using over \$121,000 in grants, and these new improvements will allow us to make an even greater impact on police departments nationwide.”

The AKC Reunite Adopt a K-9 Cop Matching Grant program was established to partner with AKC clubs and assist police departments in acquiring K-9 police dogs. Many law enforcement agencies do not have funds in their budget to obtain police K-9s, as they are considered a specialty unit. The donations allow the police departments to obtain a new K-9 for help with search and rescue, bomb detection, and overall public safety.

Learn more about how to get involved in AKC Reunite Adopt a K-9 Cop program and see pictures and stories of dogs already donated at <https://www.akcreunite.org/k9/>

Find us on Facebook



“PET'S INSIDE” WINDOW CLING

**No enrollment required!** Alert firefighters, police or neighbors to rescue your pets in a time of distress.

**ORDER NOW**



PET OWNER

PET PROFESSIONAL

COLLAR TAGS

PET TRANSFERS

DISASTER RELIEF

THE HUB  
(PIN CODE)

MY PET  
RECORDS

ENROLL  
MICROCHIP

MICROCHIPS  
& SCANNERS



## COMING SOON!

**LOCATION**

Kent Lakes, NY

**TYPE OF WORK**

In Training

**POLICE DEPARTMENT & HANDLER**

Town of Kent Police Department

**KENNEL CLUB INVOLVED**

United States Police Canine Association

**GRANT AWARDED**

2021





## 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. This applies to Elected Officials who have been in continuous full-time employment of the Town in whatever capacity and whose start date 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. This applies to Elected Officials who have been in continuous full-time employment of the Town in whatever capacity and whose start date 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.