

**SPECIAL MEETING OF THE TOWN BOARD
OF THE TOWN OF NEW HARTFORD, NEW YORK
HELD AT BUTLER MEMORIAL HALL IN SAID TOWN
ON MONDAY, JUNE 26, 2017, AT 5:00 P.M.**

Town Supervisor Patrick Tyksinski called the meeting to order at 5:00 P.M. and led those in attendance in the Pledge of Allegiance to the American Flag. The roll was then taken with the following Town Officials and Department Heads being present during the progress of the meeting.

TOWN BOARD MEMBERS PRESENT:

Councilman Paul A. Miscione
Councilman David M. Reynolds
Councilman Richard B. Woodland, Jr.
Supervisor Patrick M. Tyksinski

ABSENT:

Councilman James Messa

OTHER TOWN OFFICIALS/EMPLOYEES PRESENT:

Town Attorney Herbert J. Cully
Town Clerk Gail Wolanin Young

Thereafter, a quorum was declared present for the transaction of business. (NOTE: Councilman Messa was out of town on business and unable to attend the meeting.)

The Town Attorney reviewed two (2) agreements requested by the PBA pertaining to terms of employment for full time employees covered by the Joseph Corr Police Benevolent Association union contract.

Side Letter Agreement

Thereafter, Councilman Miscione introduced the following Resolution for adoption; seconded by Councilman Woodland:

(RESOLUTION NO. 126 OF 2017)

RESOLVED that the New Hartford Town Board does hereby authorize and direct the Town Supervisor to enter into and to execute a SIDE LETTER AGREEMENT between the Town of New Hartford ("TOWN") and the Joseph Corr Police Benevolent Association, Inc. ("ASSOCIATION") on behalf of all of the Police Department's full time employees who were actively employed on December 31, 2016, as follows:

WHEREAS, the TOWN and the ASSOCIATION are planning to enter into a Collective Bargaining Agreement covering the period from January 1, 2017, through December 31, 2020; and

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WHEREAS, the current members of the ASSOCIATION are concerned that in future collective bargaining the TOWN may attempt to unilaterally change, negatively modify or otherwise reduce various health insurance provisions contained in the 2017-2020 Collective Bargaining Agreement, and/or set forth in any Side Letters between the parties hereto, relating to full time employees who were actively employed on December 31, 2016;

WHEREAS, the TOWN and the ASSOCIATION are entering into this SIDE LETTER AGREEMENT as consideration for, and/or as an inducement for the ASSOCIATION to enter into the 2017-2020 Collective Bargaining Agreement, it is agreed as follows:

1. That the TOWN shall not unilaterally and/or in any future Collective Bargaining Agreement attempt to change, negatively modify, or otherwise reduce any of the Health Insurance benefits as set forth in Article XXXVIII of said 2017-2020 Collective Bargaining Agreement and/or set forth in any Side Letters between the parties hereto relating to full time employees who were actively employed on December 31, 2016.
2. That this SIDE LETTER AGREEMENT is made and entered into to induce the ASSOCIATION to enter into the new Collective Bargaining Agreement covering the period 01/01/2017 through 12/31/2020.

The foregoing Resolution was voted upon by roll call, resulting as follows:

Councilman Miscione	-	Aye
Councilman Messa	-	ABSENT
Councilman Reynolds	-	Aye
Councilman Woodland	-	Aye
Supervisor Tyksinski	-	Aye.

Whereupon, the Resolution was declared unanimously carried and duly ***ADOPTED***.

Employment Agreement

Councilman Miscione then offered the following Resolution for adoption, duly seconded by Councilman Woodland:

(RESOLUTION NO. 127 OF 2017)

RESOLVED that the New Hartford Town Board does hereby authorize and direct the Town Supervisor to enter into and to execute an Employment Agreement between Police Chief Michael S. Inserra ("INSERRA") and the Town of New Hartford ("TOWN"), to

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formalize the terms of his employment as it relates to benefits to which he is entitled in excess of his base salary. It is agreed as follows:

1. That INSERRA shall be entitled to health insurance, personal time, sick leave, vacation time and other leave, the same as provided in the Police Benevolent Association Contract in effect during the period he is employed, as well as health insurance upon retirements.
2. That INSERRA, as a department head, shall also be entitled to an extra five (5) vacation days annually for attending Town Board meetings during the evening hours and/or weekends.
3. That INSERRA shall also receive the same percentage raises in salary as granted to the members of the PBA as provided in the PBA contract in effect during his employment.
4. That INSERRA will be entitled to the same health insurance coverage while employed as Police Chief according to Article XXVIII of the current PBA contract in effect from January 1, 2017 to December 31, 2020, to include health insurance upon retirement.

That in addition to Article XXVIII for health insurance and upon retirement, Inserra shall be entitled to the same retirement health insurance as contained in the 2017 through 2020 Police Benevolent Association Contract, specifically SECTION 3 as follows:

The Town shall at its own cost and expense offer, pay for, and provide to Inserra (who was hired prior to January 1, 2017) and who upon retiring has/will have at least (20) years of continuous full time service with the Town of New Hartford Police Department, with the same Health Care Plans, Coverages, Benefits, Riders and HRA that the Town provides to its active officers until Inserra reaches the age of 65 or is Medicare eligible (whichever comes first), at no premium cost. Inserra shall be entitled to the foregoing retiree coverage on the same level (i.e., for himself, his spouse, and dependents under the age of 26) as when he was last active. Upon Inserra reaching the age of 65 or upon becoming Medicare eligible, the Town shall at its own cost and expense offer, pay for and provide to said Medicare eligible retiree with coverage under the Medicare BCBS Medicare PPO Plan, at no premium cost. Conversely, in the event Inserra's spouse reaches the age of 65 and/or becomes Medicare eligible before Inserra does, the Town shall at its own cost and expense cover said spouse under the BCBS Medicare Blue PPO Plan, at no premium cost, and the Town shall at its own cost and expense continue to offer, pay for and provide Inserra and his dependents under the age of 26 with

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continuing Excellus BCBS Simply Blue Gold 6 Coverage (and with the aforesaid Riders and HRA card) at no premium cost to Inserra, until Inserra reaches the age of 65 and or becomes Medicare eligible at which time the Town shall at its own cost and expense offer, pay for and provide Inserra with coverage under the BCBS Medicare Blue PPO Plan, at no premium cost throughout retirement.

5. It is understood that the current members of the PBA have agreed to a side letter agreement with the Town concerning health insurance upon retirement and that the Chief will also be entitled to this same agreement as follows:

WHEREAS, the Town and the ASSOCIATION are planning to enter into a Collective Bargaining Agreement covering the period from January 1, 2017 through December 31, 2020; and

WHEREAS, the current members of the ASSOCIATION are concerned that in future collective bargaining the Town may attempt to unilaterally change, negatively modify or otherwise reduce certain health insurance provisions contained in the 2017-2020 Collective Bargaining Agreement, relating to full time employees who were actively employed on December 31, 2016;

WHEREAS, the TOWN and the ASSOCIATION are entering into this SIDE LETTER AGREEMENT as consideration for, and/or as an inducement for the ASSOCIATION to enter into the 2017-2020 Collective Bargaining Agreement, it is agreed as follows:

1. That the Town shall not unilaterally and/or in any future Collective Bargaining Agreement attempt to change, negatively modify, or otherwise reduce the Health Insurance benefits as set forth in Article XXVIII of said 2017-2020 Collective Bargaining Agreement relating to full time employees who were actively employed on December 31, 2016.
2. That this SIDE LETTER AGREEMENT is made and entered into to induce the ASSOCIATION to enter into the new Collective Bargaining Agreement covering the period 01/01/2017 through 12/31/20.

Chief Inserra shall be covered by the same terms and conditions as set forth above under "1" of the side letter agreement. This agreement shall not expire but shall continue in effect.

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6. This AGREEMENT is intended to confirm the arrangement with Chief Inserra upon his appointment since June 17, 2010, that he is entitled to the same benefits enjoyed by members of the Joseph D. Corr Police Benevolent Association.

Upon roll call, the Town Board voted as follows:

Councilman Miscione	-	Aye
Councilman Messa	-	ABSENT
Councilman Reynolds	-	Aye
Councilman Woodland	-	Aye
Supervisor Tyksinski	-	Aye.

The Resolution was declared unanimously carried and duly ***ADOPTED***.

ADJOURNMENT

There being no further business to come before the Town Board, upon motion of Councilman Miscione and seconded by Councilman Reynolds, the meeting was adjourned at 5:07 P.M.

Respectfully submitted,

Gail Wolanin Young
Town Clerk