

TOWN OF BRIGHTON
FLEXIBLE BENEFITS PLAN

INTRODUCTION

The purpose of the Plan is to provide eligible Employees of the Employer with the opportunity to choose between cash compensation and Qualified Benefits through coverage under this Plan. The Employer intends the Plan to qualify as a Cafeteria Plan, as defined in Section 125 of the Internal Revenue Code of 1986, as amended or replaced from time to time, and the regulations issued thereunder.

The Plan shall at all times be construed and administered in such a manner as to effectuate the Employer's intention, as expressed in this Agreement. If any modification of the terms of the Plan is required to ensure compliance or continued compliance with all applicable sections of ERISA and/or the Internal Revenue Code, and regulations issued thereunder pending formal amendment of the Plan, the Plan shall be construed as though all necessary amendments had been effectuated as of the applicable ERISA or Code section or regulations.

ARTICLE I
DEFINITIONS

1.01 "Adoption Agreement" means the provisions set forth In Article 12 hereof, as executed by the Employer.

1.02 "Anniversary Date" means the first day of any subsequent Plan Year.

1.03 "Annual Benefit" means a benefit elected hereunder and provided during the Plan Year.

1.04 "Benefit Election Form" means the Individual Participant Enrollment Form provided by the Plan Administrator by which an eligible Employee or Participant enrolls and elects Benefits in accordance with Article IV and otherwise agrees to a reduction of his salary to provide funds for the benefits described in this Plan.

1.05 "Benefits" mean those benefits or coverages elected under this Plan by a Participant.

1.06 "Benefit Plans and Policies" means available benefits described in Article 12.06.

1.07 "Code" means the Internal Revenue Code of 1986 and the regulations issued thereunder, as they may be amended from time to time.

1.08 "Compensation" means (i) all payments reported or reportable by the Employer for federal income tax purposes on Form W-2, and (ii) the amount (if any) of the salary reduction contributions made by the Employer on behalf of the Employee pursuant to the Plan.

1.09 “Dependent” means a Participant’s spouse and any other person who is a dependent of the Participant within the meaning of Section 152 of the Code.

1.10 “Effective Date” means the effective date specified in Article 12.01 hereof.

1.11 “Eligibility Date” means (a) the Effective Date and (b) each subsequent date described in Article 12.05 hereof.

1.12 “Employee” means an elected or appointed official, specifically the Town Supervisor, Town Council Members (4), Town Clerk, Town Justice and Town Tax Collector who is employed by the Employer.

1.13 “Employer” means the Town of Brighton.

1.14 “ERISA” means the Employee Retirement Income Security Act of 1974 and the regulations issued thereunder, as they may be amended from time to time.

1.15 “Fiduciary” means the Employer and the Administrator.

1.16 “Highly Compensated Employee” means for the purposes of determining discrimination, an individual described in Code Section 414(q) and the Treasury regulations issued thereunder.

1.17 “Insurance Contract” means any contract issued by an Insurer underwriting a Benefit under this Plan.

1.18 “Insurance Premium Payment Plan” means the plan of benefits contained in Section 6.01 of this Plan, which provides for the payment of Premium Expenses.

1.19 “Insurer” means any insurance company that underwrites a Benefit under this Plan.

1.20 “Key Employee” means an individual defined in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.21 “Non-Highly Compensated Employee” means any Employee who is not a Highly Compensated Employee.

1.22 “Participant” means an Employee who (i) has met all the eligibility requirements of the Plan, (ii) has reached his Eligibility Date and (iii) has not become ineligible to participate for any reason.

1.23 “Plan” means the Flexible Benefits Plan created by this instrument, as it may

hereafter be amended from time to time.

1.24 “Plan Administrator” means the person appointed by the Employer with the authority and responsibility to manage, provide recordkeeping, direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.25 “Plan Year” means the period elected in Article 12.02 hereof.

1.26 “Premium Reimbursement Account” means the account established for a Participant pursuant to this Plan to which part of his Compensation may be allocated and from which Premiums of the Participant may be paid or reimbursed.

1.27 “Salary Reduction” means the contributions made by the Employer on behalf of Participants pursuant to Section 4.01. These contributions shall be allocated to the Premium Reimbursement Accounts of each Participant for the purpose of providing for the payment of Benefits under this Plan

1.28 “Salary Reduction Agreement” means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation and to have such amounts contributed by the Employer to the Plan on the Participant’s behalf.

ARTICLE II
ADMINISTRATION

2.01 Plan Administration

The authority to manage and administer the Plan is vested in the Plan Administrator. The Plan Administrator may appoint one or more persons to be responsible for the daily operations of the Plan. In addition, the Administrator may retain legal counsel, accountants, consultants, actuaries and other specialists to assist in the administration of the Plan.

2.02 Records and Reports

The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with the terms of the Plan relating to the records of the Participants and the flexible spending account balances which are maintained under this Plan. The Plan Administrator shall be responsible for complying with all reporting, filing and disclosure requirements established by the Internal Revenue Service and other governmental agencies for Section 125 Plans.

2.03 Duties and Responsibilities of the Plan Administrator

The primary responsibility of the Plan Administrator is to administer the Plan for the exclusive benefit of the Participants subject to the specific terms of the Plan. The Plan

Administrator shall administer the Plan in accordance with its terms and shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all Persons. The Plan Administrator may correct any defect, supply any information or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Plan; provided, however, that any interpretation or construction shall be done in a nondiscriminatory manner and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Section 125 of the Code as amended from time to time, and all regulations issued pursuant thereto.

The Plan Administrator shall have such authority and powers as may be necessary or appropriate to perform its duties under this Plan including, but not limited to the following:

- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of any benefits hereunder;
- (b) to establish procedures to be followed by Participants in filing applications for benefits;
- (c) to limit contributions, disallow elections or benefits for certain highly compensated participants if it determines it is necessary in order to avoid discrimination under the Plan in violation of applicable provisions of the Internal Revenue Code;
- (d) to prepare and distribute information explaining the Plan in such a manner as the Administrator deems appropriate;
- (e) to provide orientation to new Participants and to advise Participants of their rights and options under the Plan;
- (f) to receive from the Employer and Participants such information as shall be necessary for the proper administration of the Plan;
- (g) to appoint individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal, accounting and actuarial services;
- (h) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate; and
- (i) to receive, review and retain on file reports of benefit payments by the Employer and reports of disbursements for expenses directed by the Administrator.

2.04 Application, Forms, Procedures for Benefits

The Plan Administrator shall implement policies for Participants regarding the filing of an application for benefits, utilization of various forms approved by the Administrator, and pro-

cedures for submission of claims for reimbursement. In addition, the Administrator may request Participants to furnish other pertinent information related to their participation in the Flexible Benefits Plan. The Plan Administrator shall rely upon all such information which is furnished, including the Participant's current mailing address.

2.05 Indemnification of Plan Administrator

The Employer shall indemnify and hold harmless the Plan Administrator or any person designated by the Plan Administrator to oversee the day-to-day operation of the Plan and any Officers or Employees to which fiduciary responsibilities have been delegated from and against any and all liabilities, claims, demands, costs and expenses, including attorneys' and accountants' fees and amounts paid in settlement of claims arising out of an alleged breach in the performance of their duties under the Plan, the Code, ERISA, and all other applicable federal and state laws, other than such liabilities, claims, demands, costs and expenses which result from the gross negligence, willful misconduct or fraud of such persons. The Employer shall have the right, but not the obligation, to conduct the defense of such persons in any action to which this paragraph applies. The Employer may satisfy its obligation under this paragraph in whole or in part, through the purchase of a policy of insurance, but no insurer shall have any rights against the Employer arising out of this paragraph.

2.06 Bonding

Unless otherwise determined by the Employer or otherwise required by any Federal or state law the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.01 Eligibility to Participate

Each Employee who meets the criteria set forth in the Adoption Agreement shall be eligible to participate in the Plan as of his eligibility date. Eligibility for the benefits elected in the Adoption Agreement shall be subject to the additional requirements, if any, specified in the applicable Benefit Plan or Policy. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies.

3.02 Effective Date of Participation

An Employee shall become a Participant in the Plan effective as of the Eligibility Date specified in the Adoption Agreement, provided that he has satisfied the eligibility requirements of the Adoption Agreement.

3.03 Application to Participate

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and benefit election form which the Plan Administrator shall furnish to the Employee. The election made on the election form shall be irrevocable for that Plan Year unless the Participant is entitled to change his benefit elections as is provided for in Section 4.05 of this Plan. An Eligible Employee shall also be required to execute a Salary Reduction Agreement during the Election Period in order to participate in the Plan. The Salary Reduction Agreement shall be effective for the first payroll period beginning on or after the Employee's effective date of participation in accordance with Section 3.02.

3.04 Termination of Participation

Participation shall terminate on the date an Employee ceases to be an Employee or when an Employee ceases to meet the eligibility requirements of Section 3.01 of this Plan. Termination of participation shall occur under the following conditions: termination of employment, death of the participant, or termination of this Plan.

Notwithstanding any other provision herein, nothing contained in this Plan shall have the effect of negating the rights of any Participant, or beneficiary of any Participant, to continuation of medical-type benefits, as may otherwise be required by Code Sec 4980B, applicable regulations thereunder, or by ERISA.

ARTICLE IV BENEFIT ELECTIONS

4.01 Salary Conversion Election

Prior to the beginning of the Plan Year, or if later, the Employee's effective date of participation pursuant to section 3.02 hereof, there will be an Election Period during which the Employee may elect to have his salary reduced and have that part of his compensation converted to cover the cost of insured benefits. The Administrator will provide the Employee with an election form which contains information as to when the form must be completed and returned to the Administrator prior to the end of the Election Period.

The Plan Administrator will provide the Employees with the following information concerning the election of benefits:

- (a) that the election will be effective on the Employee's effective date of participation pursuant to section 3.02 hereof, and continue in effect until the last day of the Plan Year during which the election is made; and

(b) that, except as provided in Section 4.05, the election is irrevocable.

4.02 Election of Benefits

A Participant may elect any of the Benefits, which the Employer makes available, under Article VI or any combination thereof, in accordance with the following provisions of this Article IV. This election shall include the specific amounts to be allocated to the Benefit Account for each Benefit elected.

4.03 Failure to Elect

An Employee failing to return a completed election form to the Plan Administrator on or before the specified due date for the Initial Plan Year of the Plan, or for the Plan Year in which he became eligible to be a Participant, shall be deemed to have elected to receive his full compensation in cash. However, an Employee will be allowed to make a salary conversion election during each succeeding Open Election Period if he so desires.

4.04 Elections for Subsequent Plan Years

Prior to the beginning of each subsequent Plan Year the Plan will have an Open Election Period. During the Open Election Period, a Participant will be afforded the opportunity to elect different or new coverage under the Plan which will be effective for the subsequent Plan Year. If an eligible Employee fails to elect to participate during the Open Election Period, he will not become a Participant and will have to wait until the next Open Election Period in order to elect to participate in the Plan. An existing Participant will continue to participate in the insurance premium flexible benefits component of the Plan until he revokes his coverage by notifying the Plan Administrator during the Open Election Period.

4.05 Revocability of Elections

The Plan may permit a Participant to revoke a benefit election during a period of coverage and to make a new election for the remaining portion of the period if the revocation and new election are both on account of a change in family status and are consistent with such change in family status (e.g., marriage or divorce of the employee, death of spouse or dependent, birth or adoption of a child, termination or commencement of employment of spouse, the changing from part-time to full-time employment status or from full-time to part-time status by the employee or the employee's spouse, and the taking of an unpaid leave of absence by the employee or his spouse). Election changes are also permitted where there has been a significant change in the health coverage of the employee or spouse attributable to the Spouse's employment. In addition, if the premium amount significantly increases, the plan may permit participants either to make a corresponding change in their premium payments or to revoke their elections and, in lieu thereof, to receive on a prospective basis, coverage under another health plan with similar coverage. No elective adjustments of participants' contributions or revocations of participants' elections other than those provided for in the preceding sentence may be permitted under the plan on account of changes in the cost of a health plan. Benefit election changes due

to a change in family status must be made to the Plan Administrator within thirty (30) days following the occurrence of the event. Elections made pursuant to this Section 4.05 shall be effective for the balance of the Plan Year in which the election is made and beginning on the first day of the pay period next following the day the new Benefit Election is filed with the Plan Administrator.

4.06 Termination of Employment

A Participant may not revoke or change a prior election upon termination of employment. If a Participant terminates employment receipt of salary payments from the Employer ends and salary reductions are no longer available. If the former employee continues to make required contributions when due, then the insurance premium benefits will continue after the Participant's separation from service until the end of the coverage period. This Section shall be applied and administered consistent with such further rights a Participant and his dependents may have pursuant to Code Section 4980B.

4.07 Adjustments by Administrator

If the Administrator determines, before or during the Plan Year, that the Plan may fail to satisfy for such Plan Year any nondiscrimination requirements imposed by the Code, regulations or any limitation on benefits provided to Key Employees or Highly Compensated Employees, the Administrator shall take whatever necessary action he may deem appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections made by Highly Compensated Employees or Key Employees with or without consent of such Employee.

ARTICLE V
PARTICIPANT BENEFIT ACCOUNTS

5.01 Provision for Participant Accounts

The Plan Administrator shall maintain a separate accounting for each Participant.

5.02 Payment of Insured Benefits

All insured Benefits paid under the Plan to or on behalf of a Participant shall be a charge to the appropriate Premium Reimbursement Account of that Participant.

ARTICLE VI
BENEFITS

6.01 Benefits Available Under the Plan

A Participant may choose under this Plan to receive (a) his full compensation for any Plan Year in cash or (b) to have a portion of his compensation applied by the Employer towards the cost of benefits specified in Article 12.06. Qualified Benefits which are available for election under a Flexible Benefits Plan are the following:

- (a) Insurance Premium Benefits. Payment shall be made to the appropriate Insurer of amounts equal to the premiums otherwise payable by (or on behalf of) the Participant during the Plan Year, for coverage of the participant the Participant's spouse or dependents, under the insurance programs maintained by the Employer pursuant to this Plan. In the event of premium changes that become effective during a Plan Year a Participant's existing election as to a salary reduction shall automatically be adjusted to reflect increases or decreases in the premiums.

6.02 Cash Benefit

In lieu of the Qualified Benefits herein provided, to the extent that a Participant waives benefits thereunder, such Participant shall be deemed to have elected to receive equivalent amounts as a taxable benefit in the form of cash compensation.

6.03 Requirement that Participant Contributions be by Salary Reduction

Any Employee contributions required toward the purchase of the qualified benefits selected under this Article shall be made by a salary reduction in the participant's taxable compensation (to the extent such benefits would be considered to be tax-free under Chapter 1 of the Code).

6.04 Continuation of Coverage

Each benefit plan made available under this Article that is considered a "group health plan" under Code Sec. 162(1), because employees and their families are provided with health care benefits within the meaning of Code Sec. 213(d)(1), shall contain the necessary provisions required by Code Sec. 4980B and ERISA Sec. 601, to assure that such benefits may be continued on or after the occurrence of the qualifying event defined in Code Sections 4980B(f)(3).

ARTICLE VII
SUPPLEMENTAL BENEFITS

7.01 The Employer, at its discretion, may amend the list of Benefits which are available under the Plan by amending Article 12.06 hereof.

ARTICLE VIII
PLACEMENT OF INSURANCE AND/OR SELF INSURANCE OF BENEFITS

8.01 Provisions Relating to Insurers

To carry out the purposes of the Plan, the Plan Administrator is authorized to negotiate with qualified insurance carriers. No insurer shall be required or permitted to issue any insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract issued in connection with this Plan.

8.02 Transfer of Insurance Coverages

The Plan Administrator is also authorized to adopt and/or transfer to the Plan, upon approval, existing life, health, disability, accident or other health related insurance coverages upon the lives and for the benefit and protection of Participants and/or their Beneficiaries or eligible dependents.

ARTICLE IX
CLAIMS PROCEDURE

9.01 Claims Administration

A Participant shall make a claim for benefits by making a written request therefor in accordance with the requirements of the applicable Exhibit.

9.02 Appeal of Denied Claim

If a claim is either entirely or partially denied, notice of the decision shall be furnished to the Plan Participant within 90 days after receipt of the claim by the Plan. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be provided to the Plan Participant prior to the end of the initial 90 day period. In no event shall the extension exceed a period of 60 days from the end of such initial period. The notice of extension shall provide the special circumstances requiring an extension of time and the tentative date by which the Plan will render a final decision. The Participant shall be given written notice as to the denial of the claim and it shall set forth the following:

- (a) specific reason(s) for the denial;
- (b) specific reference to relevant plan provisions on which denial is based;
- (c) a description of any additional material or information necessary for the Participant

- to perfect the claim and an explanation of why such material or information is necessary;
- (d) appropriate information as to the steps to be taken if the Participant wishes to submit his claim for review; and
 - (e) that the participant or his duly authorized representative has a reasonable opportunity to appeal the denial of a claim, including but not limited to:
 - (1) requesting a review upon written application to the Plan;
 - (2) reviewing pertinent documents; and
 - (3) submitting issues and comments in writing.

A decision on the review of the claim by the Plan Administrator shall be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which case the Participant shall be notified of the extension and a decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. The decision on review must be in writing and must include specific references to the applicable Plan provisions on which the decision was determined. The above notwithstanding, the Plan Administrator shall have the right to delegate the initial claim review to the Claims Reviewer, provided such delegation is not inconsistent with the requirements of U.S. Department of Labor Regulation Section 2560.503-1.

9.03 Preservation of Remedies

Nothing shall prevent any Participant, his beneficiaries, or estate from pursuing any other legal or equitable remedy after there has been an exhaustion of the claims procedure, as is provided for under this Plan.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.01 Amendment of the Plan

The Employer, at any time, or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have retroactive effect unless the amendment is made in order to comply with Federal, state or local statutes and regulations. Each benefit plan or policy shall be amended in accordance with the terms specified thereon, or, if no amendment procedure is prescribed, in accordance with this section.

10.02 Termination of the Plan

The Employer is establishing this Plan with the intent that it will be maintained on an indefinite basis. However, in the event that the Employer determines, in its discretion, that it is

inadvisable or impossible to continue the Plan, the Employer shall have the right to terminate the Plan, in whole or in part, by appropriate action at any time. The Plan Administrator shall give notice to each Participant of such action. In the event that the Plan is terminated, no additional contributions shall be allowed to any Participant's Premium Reimbursement Account.

Notwithstanding this, in no event shall such termination affect any right to claim a benefit hereunder prior to such termination under the terms of the Plan as it existed immediately prior to the termination.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 Nonalienation of Benefits

No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, assignment, transfer, attachment, pledge or encumbrance of any kind, either voluntary or involuntary. The Employer shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, judgments, alimony, separate maintenance engagements or torts of any individual entitled to benefits under this Plan.

11.02 Governing Law

This Plan is governed by ERISA, the Code, and the regulations issued thereunder (as they are amended from time to time). To the extent not preempted by the laws of the United States, the provisions of this Plan shall be construed, enforced and administered in accordance with the laws of the state where the principal place of business of the Employer is located.

11.03 Captions

The captions and subcaptions of the Articles and Provisions are included solely for convenience and for reference, and in no way shall affect the Plan or the construction of any provision thereof. If there shall be a conflict between the captions and the text of the Plan, the text shall govern.

11.04 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.05 Rights to Employer's Assets

No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Employer and the Administrator shall not be liable therefor in any manner.

11.06 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Participants.

11.07 Indemnification by Participants to the Employer

If any Participant receives payments or reimbursements under the Plan which are not a permitted benefit, the Participant shall indemnify and reimburse the Employer for any liability it may have incurred for failure to withhold federal or state income taxes or Social Security taxes for those payments or reimbursements. Such indemnification and reimbursement shall not exceed the amount of additional federal and state income taxes, plus penalties and interest, that the Participant would have owed if the payments had been paid to the Participant as part of his compensation. In addition, the Participant shall indemnify and reimburse the Employer for the Participant's share of any Social Security tax that would have been paid on such compensation, less any additional income and Social Security tax actually paid by the Participant.

11.08 Interpretation of Plan

All provisions of this Plan shall be interpreted and applied in a consistent, uniform and nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.09 Contributions

- (a) In the event of a permanent discontinuance of contributions to the Plan pursuant to section 10.02, all Participants shall receive any and all benefits to which they were entitled as of the date the discontinuance of contributions occurred with proper substantiation and submission of vouchers to the Plan Administrator, if applicable.
- (b) Contributions to the Plan on behalf of Participants shall not be allocated to a trust unless required by law. The contributions shall be considered as a general asset of the Employer. Nothing herein shall be construed as to require the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant. No Participant or any other individual shall have any claims

against, security, interest or right to any fund, account or asset of the Employer from which any payment under this Plan may be made.

11.10 Tax Effects

Neither the Employer nor Plan Administrator makes any warranty or other representation as to whether any payments made to or on behalf of any Participant hereunder will be treated as excludable from gross income for federal or state income tax purposes

11.11 Incorporation by Reference

The actual terms and conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document and this document as to substantive content. To that end, each separate plan document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

11.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included in the Plan.

ARTICLE XII
ADOPTION AGREEMENT

EMPLOYER INFORMATION:

A. Name: TOWN OF BRIGHTON

B. Address: PO BOX 260, PAUL SMITHS NY 12970

C. Telephone Number: (518) 327-3202

D. Employer Federal Identification Number: 156000879

E. Fiscal Year Ends: DECEMBER 31, 2003

F. Type of Entity: GOVERNMENT

G. Method of Accounting: ACCRUAL

12.01 Effective Date: The Effective Date of the Plan is JANUARY 1, 2003

12.02 Plan Year:

(a) Last day of the First Plan Year is DECEMBER 31, 2003

(b) Subsequent Plan Years: JANUARY 1 THROUGH DECEMBER 31

12.03 Eligible Classes of Employees: Specifically Part time elected or appointed officials as follows:

Town Supervisor
Town Council Members (4)
Town Clerk
Town Justice
Town Tax Collector

12.04 Eligibility Requirement: All Employees are eligible upon taking oath of office.

12.05 Eligibility Date: After meeting the requirements of Article 12.04, and completing a benefit election form, an Employee shall become a Participant on the first day of the following month.

The initial Eligibility Date shall be the Effective Date. All Employees who have then

completed the eligibility requirements specified above shall begin participation on the Effective Date.

12.06 Available Benefits: The Employer elects to offer to Eligible Employees the following Benefit Plans:

	<u>Effective Date</u>
(a) <input checked="" type="checkbox"/> Medical Plan Premium Conversion	JANUARY 1, 2003

12.07 Expenses: The expenses of administering this Plan for any Plan Year shall be paid by the Employer, unless the Employer shall advise the Participants, prior to the beginning of the Plan Year, that expenses for such Plan Year are to be paid, in whole or in part, by the Participants.

IN WITNESS WHEREOF, this PLAN and ADOPTION AGREEMENT are hereby executed this _____ day of _____, 20____.

TOWN OF BRIGHTON – Employer

ATTEST:

By: _____
Town Clerk

By: _____
Supervisor

Ref: RESOLUTION #110-2002

