


E-8

**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

TO: Ronald W. Belmont, Supervisor
Members of the Town Board

FROM: Frank P. Allegretti, Town Attorney 

DATE: February 19, 2020

SUBJECT: **CSEA Employee Benefit Fund Contract**
Term: 1/1/2018 – 12/31/2022

Attached herewith is a copy of the above-referenced Contract outlining the respective obligations between the CSEA and the Town of Harrison for the implementation of the agreed upon benefits described therein.

Kindly review the Contract and authorize the Supervisor to execute same.

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TOWN CLERK
HARRISON, NY

THIS RENEWAL AGREEMENT, made this _____ day of _____, 20____, between **TOWN OF HARRISON** (hereinafter the EMPLOYER) with offices located at 1 Heineman Place, Harrison, New York 10528 and the **CSEA EMPLOYEE BENEFIT FUND** (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated November 7, 1990 (the "Original Agreement"), for the provision by the FUND of certain benefits to the EMPLOYER'S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated May 22, 2014 (as extended, the "Agreement"), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the Agreement, except as modified hereby,

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The FUND shall provide benefits to the EMPLOYER'S covered employees under the following benefit PLAN(S) established by the FUND:

**PLATINUM 12 VISION PLAN WITH OCCUPATIONAL RIDER
HEARING PLAN
LEGAL PLAN
MATENITY PLAN**

2. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. PLATINUM 12 PLAN WITH OCCUPATIONAL RIDER

- (i) from January 1, 2018 to June 30, 2018, \$27.35;
- (ii) from July 1, 2018 to June 30, 2019, \$27.35;
- (iii) from July 1, 2019 to June 30, 2020, \$27.35;
- (iv) from July 1, 2020 to June 30, 2021, \$27.35;
- (v) from July 1, 2021 to June 30, 2022, \$27.35;
- (vi) from July 1, 2022 to December 31, 2022, to be determined pursuant to Paragraph 3 hereof.

B. HEARING PLAN

- (i) from January 1, 2018 to June30, 2018, \$0.81;
- (ii) from July 1, 2018 to June 30, 2019, \$0.81;

- (iii) from July 1, 2019 to June 30, 2020, \$0.81;
- (iv) from July 1, 2020 to June 30, 2021, \$0.81;
- (v) from July 1, 2021 to June 30, 2022, \$0.81;
- (vi) from July 1, 2022 to December 31, 2022, to be determined pursuant to Paragraph 3 hereof.

C. LEGAL PLAN

- (i) from January 1, 2018 to June 30, 2018, \$1.56;
- (ii) from July 1, 2018 to June 30, 2019, \$1.56;
- (iii) from July 1, 2019 to June 30, 2020, \$1.56;
- (iv) from July 1, 2020 to June 30, 2021, \$1.56;
- (v) from July 1, 2021 to June 30, 2022, \$1.56;
- (vi) from July 1, 2022 to December 31, 2022, to be determined pursuant to Paragraph 3 hereof.

D. MATERNITY PLAN

- (i) from January 1, 2018 to June 30, 2018, \$0.51;
- (ii) from July 1, 2018 to June 30, 2019, \$0.51;
- (iii) from July 1, 2019 to June 30, 2020, \$0.51;
- (iv) from July 1, 2020 to June 30, 2021, \$0.51;
- (v) from July 1, 2021 to June 30, 2022, \$0.51;
- (vi) from July 1, 2022 to December 31, 2022, to be determined pursuant to Paragraph 3 hereof.

3. The parties acknowledge that as of the date hereof, the FUND has not established rates for the PLAN(S) described in Paragraph 1 hereof beyond June 30, 2022. On or before December 31, 2021, the FUND shall advise the EMPLOYER of the rates to be charged under the applicable PLAN(S) for the period from July 1, 2022 to December 31, 2022. The FUND's obligations to provide benefits to covered employees under the applicable PLAN(S) for any period after June 30, 2022 shall be contingent upon the EMPLOYER'S payment of the rates established by the FUND for the period in question and provided to the EMPLOYER as aforesaid.

4. This Renewal Agreement is effective as of January 1, 2018 and shall terminate on December 31, 2022, subject to continuation pursuant to the terms of Article IX, Section 2 of the Agreement and subject to earlier termination by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

5. Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and affirmed and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement the day and year first above written.

CSEA EMPLOYEE BENEFIT FUND

TOWN OF HARRISON

By: _____
Mary E. Sullivan, Chairperson

By: _____
Ronald Belmont, Town Supervisor