

AGENDA

VILLAGE OF FLOWER HILL BOARD OF TRUSTEES Wednesday, November 8, 2023 – 7:30 PM PUBLIC HEARING/ REGULAR MEETING

<https://www.youtube.com/channel/UCMPc74pOdNLktDh6L37W9Wg>

Pledge of Allegiance

Public Hearing

1. Continued Hearing - Proposed Local Law K – 2023 “Amend Ch. 158-5 “Noise”
2. Continued Landmark Designation Hearing: Elderfields Preserve
3. Application of Elonis Development LLC, 1025 Northern Blvd., Roslyn, NY 11576 also known as Section 6, Block B5, Lot 462 on the Nassau County Land & Tax Map for Site Plan Hearing 1025 Northern Blvd., Roslyn, NY 11576. To demolish an existing three-story fire damaged building and replace it with a proposed 1-story commercial bank building.

Public Comment

Approval of Minutes

October 2, 2023 Regular Meeting, Public Hearing

Treasurer’s Report

1. Motion to approve claims
2. Edmunds Software update

Public Works Superintendent

Building Superintendent

1. October 23, 2023 ARC Report

Administrator

1. Amend procurement policy
2. Fire Alarm panel
3. Toys for Tots
4. Food Drive

Attorney

1. October 18, 2023 BZA Report

Mayor’s Report

Trustee’s Report

Old Business

New Business

1. Port Washington FD contract 2024 – 2025
2. Resolution to declare TD Bank as the Village’s depository

Next Meeting: Regular Meeting & Public Hearing– Monday, December 4, 2023 at 7:30 PM

Proposed Local Law K – 2023

Amend 158-5 "Noise Standards by replacing subsections B & C as follows:

158-5 Noise standards.

A.

No person shall create, emit or issue, nor cause or suffer to be created, emitted or issued, any noises or sounds on property from which such noises or sounds may be heard on the property of another, as may unreasonably annoy, disturb or otherwise disrupt the quiet, comfort or repose of persons in any dwelling, or place of temporary or permanent residence within the village. The violation hereof shall constitute a nuisance.

B.

No person shall operate, use, cause or permit to be operated or used any sound-reproduction device ~~in any public place~~ in such a manner that the sound emanating therefrom creates unreasonable noise across a real property boundary. Furthermore, the use of any sound reproduction device that produces noise across a real property boundary during any of the following hours is hereby prohibited:

[1]

On Monday through Thursday (other than legal holidays) before 8:00 a.m. or after 10:00 p.m.

[2]

On Friday (other than legal holidays) before 8:00 a.m. or after 11:00 p.m.

[3]

On Saturdays and those Sundays followed immediately by a legal holiday, and legal holidays followed immediately by a weekend, before 10:00 a.m. or after 11:00 p.m.

[4]

On Sundays not followed immediately by a legal holiday, and legal holidays followed immediately by a weekday, before 10:00 a.m. or after 10:00 p.m.

C.

Standards in determining unreasonable noise.

No person shall make, continue or cause or permit to be made, verbally or mechanically, any unreasonable noise. An "unreasonable noise" shall mean any excessive or unusually loud sound or any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensitivities or which causes medically serious injury to animal life or damage to property or business. Standards to be considered in determining whether unreasonable noise exists in a particular situation include the following:

A.

The volume of the noise.

B.

The intensity of the noise.

C.

Whether the nature of the noise is usual or unusual in the context of ordinary human experience.

D.

Whether the origin of the noise is natural or unnatural in the context of ordinary human experience.

E.

The volume and intensity of the background noise, if any.

F.

The proximity of the noise to residential sleeping facilities.

G.

The nature and the zoning district of the area from within which the noise emanates.

H.

The time of day or night the noise occurs.

I.

The time duration of the noise.

J.

Whether the sound source is temporary.

K.

Whether the noise is continuous or impulsive.

L.

The presence of discrete tones.

M.

Whether the noise is in excess of the decibel levels as set forth within this chapter, provided another standard, under this section, is also utilized.

RESOLUTION NO. __ – NOVEMBER 8, 2023
RESOLUTION ENACTING LOCAL LAW 11 OF 2023

The following resolution was offered by __, second by __:

WHEREAS the Board of Trustees has determined that it is in the best interests of the Village to adopt Local Law K – 2023 “regulating noise in the Village to promote quality of life, this resolution hereby enacts proposed Local Law K– 2023 as Local Law 11– 2023, and

WHEREAS, the Board of Trustees has determined that it is the lead agency for the purposes of the State Environmental Quality Review Act, (“SEQRA”), and has further determined that the consideration of the within Local Law is a Type II Action requiring no further action under SEQRA;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustee hereby adopts Local Law 11 of the year 2023.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF FLOWER HILL (VILLAGE)
PURSUANT TO CHAPTER 143 OF THE VILLAGE CODE ENTITLED
“LANDMARKS PRESERVATION”**

WHEREAS, the Landmarks Commission within the Village previously conducted a hearing under Chapter 143 of the Village Code in order to determine whether the Landmarks Commission would recommend that a property known as Elderfields Preserve located at 200 Port Washington Boulevard within the Village should be designated as a landmark, and

WHEREAS, the Landmarks Commission having concluded its hearing and made such a recommendation, and

WHEREAS, in accord with section 143-6 (H) of the Village Code the Board of Trustees (Board) has held a separate hearing to determine if the subject property will be identified as a landmark, and

WHEREAS, during the course of the hearing this Board has considered the testimony of all who wished to be heard including both residents of the Village and of those on behalf of Nassau County, which owns the subject property, and

WHEREAS, this Board has received documents into the record which include: (1) a deed transferring the subject property to the County dated December 18, 1996, and recorded in the Office of the Nassau County Clerk on February 7, 1997, and (2) a proposed Declaration of Covenants and Restrictions which has been prepared by the County and which, if executed, will provide additional control of the property to the Village, and

WHEREAS, this Board notes the unique nature of the subject property in that it is publicly owned and is a Historic Preserve, and

WHEREAS, this Board notes that the Deed and the proposed Declaration of Covenants and Restrictions would provide protections to the property that would maintain its historic nature, would preclude its transfer or change of use, and would preclude any modification of the property without the approval of the Board, such protections including those as identified below:

* The premises are to be held by the County as a Historic Preserve.

* The Premises are to be held in perpetuity in the Park Trust as a public park.

* No more than 25 parking spaces are to be available except for vehicles of the County, its employees and agents.

* In addition to the protections as to exterior changes provided to the Village, no material alterations, additions, installations in the architectural style, design or arrangement of any portion of the exterior or the interior of any building or fixture may occur without the approval of the Society for the Preservation of Long Island Antiquities.

* If there were to be transfer of the property, the restrictions remain in place and will continue and be binding upon any future owner.

*The County will assume the cost of continuing maintenance and repair of the property to preserve the architectural, and historical integrity of the property and its materials to protect those qualities that made the subject property eligible for listing in the Landmark registry.

*No demolition, construction, alteration, remodeling, relocation or any other activities should be undertaken or permitted to be undertaken on the property, which would affect historically significant exterior features or interior spaces.

*Any exterior construction materials, architectural details, form, scale would not be changed without prior written permission of the Flower Hill Board of Trustees affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet the Historic standards.

*The Village Board of Trustees will have the right to inspect the property at reasonable times with 24 hour written notice to ascertain whether the conditions of this conservation easement agreement are being observed.

*If there is any damage or destruction of the property by fire flood, or a windstorm the County will advise the Village within 14 days, and also advise if any emergency work has been already completed. No repairs or reconstruction of any type other than the temporary emergency work to prevent further damage to subject property to protect public safety will be undertaken by the County without the prior approval of the Board of Trustees.

*These restrictions could only be amended, annulled, altered or repealed with the consent of the Board of Trustees.

* Neither the subject property nor any portion thereof shall be sold, conveyed, leased or otherwise assigned to any person or entity without the written approval of the Village of Flower Hill through its Board of Trustees, nor shall the use of the Premises or any part thereof be changed without the written approval of the Village of Flower Hill through its Board of Trustees.

WHEREAS, the Board recognizes that the County, while opposing the designation of the subject property as a landmark, has indicated and expressed that it will agree to each of the above conditions in the alternative, and

WHEREAS, this Board has considered the criteria under section 143-7 (C) of the Village Code with respect to a property being identified as a landmark, and has also considered the controls placed upon properties which have been identified as landmarks as set forth in section 143-8 of the Village Code, and

WHEREAS, upon review, the restrictions placed upon the subject property by virtue of the existing deed and by virtue of the proposed Declaration of Covenants and Restrictions will provide even greater control and restriction upon the subject property than would be provided through the Village Code if the property were landmarked,

NOW THEREFORE IT IS RESOLVED:

First, the Board hereby determines that it is the lead agency under the New York State Environmental Quality Review Act ("SEQRA"), and that pursuant to 6 N.Y.C.R.R Part 617.5 (38) the within action is by definition a Type II action having no significant impact on the environment and requiring no further review for the purposes of SEQRA, and be it further resolved,

Second, in order to best protect the subject property's historic nature, its maintenance and continued use as such, this Board finds that the existing deed and proposed Declaration of Covenants and Restrictions should be in place, and it is therefore further resolved,

Third, the application seeking to designate the subject property as a landmark shall be therefore marked "off calendar" at this time, with no action being taken to designate the property as a landmark **subject to:**

1) The proposed Declaration of Covenants and Restrictions being executed and recorded in the Office of the County Clerk by the representatives of the County with a recorded copy thereafter provided to the Village for its records.

On motion of Trustee _____ seconded by Trustee _____ the vote on the foregoing was as follows:

MAYOR ROSENBAUM

_____	_____
Aye	Nay

TR. GENESE

_____	_____
Aye	Nay

TR. LEWANDOWSKI

_____	_____
Aye	Nay

TR. COLLINS

_____	_____
Aye	Nay

TR. DORFMAN

_____	_____
Aye	Nay

TR. FRANKEL

_____	_____
Aye	Nay

TR. SMITH

_____	_____
Aye	Nay

Dated: November 8, 2023



SITE PLAN APPROVAL APPLICATION DIRECTIONS

THE FOLLOWING IS REQUIRED, TEN (10) PACKETS AS FOLLOWS:

1. (10) APPLICATIONS
2. (10) SURVEYS
3. (10) SETS FOLDED BUILDING PLANS - ROLLED PLANS WILL NOT BE ACCEPTED
4. A. \$250. APPLICATION FEE (NON-REFUNDABLE) - RESIDENTIAL or
B. \$500. APPLICATION FEE (NON-REFUNDABLE)- COMMERCIAL
and
C. \$1000. (\$2500 FOR COMMERCIAL APPLICANTS) DEPOSIT FOR LEGAL FEES, LEGAL NOTICE & COURT REPORTER

ALL DRAWINGS MUST BE PRESENTATION STYLE AND PRESENTED WITH THE SIGNATURE AND SEAL OF A LICENSED ARCHITECT OR LICENSED ENGINEER. DRAWINGS SUBMITTED WITHOUT A SEAL AND SIGNATURE WILL NOT BE ACCEPTED

**CHANGE OF USE &
SITE PLAN APPROVAL APPLICATION**

SITE ADDRESS 1025 NORTHERN BLVD
SECTION 6 BLOCK B05 LOT 462
ZONE _____
APPLICANT'S NAME ELONIA DEVELOPMENT LLC
ADDRESS 1025 NORTHERN 11576
PHONE 516.313.8771
EMAIL LTIGLIAS333@GMAIL

Sciare
architect@
yahoo.com
Don Sciare 917-
865-
1618

1. STATE PROPOSED IN DETAIL
CONSTRUCT 1 STORY BANK BUILDING ON
SITE OF FORMER 3 STORY FLOWER HILL
OFFICE BUILDING

2. OWNER LOUIS TIGLIAS
ADDRESS 2 MERRITT LANE
PHONE # 516.313.8771

The following affidavits must be completed:

By signing below I attest that all statements and facts submitted in these documents are true.

Affidavit to be completed by Owner/Agent

STATE OF NEW YORK
COUNTY OF NASSAU:

_____ Being duly sworn, deposes and says he is
the owner in fee of the property/agent of the property owner described in the foregoing
(choose one)

Application and that the statements contained herein are true to the best of his
knowledge and belief.

Signed _____

Sworn to me this 20th day of Oct. 2023
Notary [Signature]

RONNIE SHATZKAMER
Notary Public, State of New York
No. 02SH6067271
Qualified in Nassau County 25
Commission Expires December 3, 2027

RESOLUTION NO. ____ - November 8, 2023
RESOLUTION TO APPROVE A SPECIAL EXCEPTION CHANGE OF USE PERMIT AND
SITE PLAN APPROVAL

WHEREAS Chapter 240 "Zoning", Section 240-15(A) of the Code of the Village of Flower Hill requires that all commercial applications be subject to site plan review by the Board of Trustees, and

WHEREAS, in order to change the use of a commercial property within the Village under Chapter 240 "Zoning" section 240-15(A)(8), the Board of Trustees must grant a Special Exception Change of Use permit, and

WHEREAS, Elonis Development LLC has made an application for site plan review and change of use for 1025 Northern Blvd., Roslyn, NY (also known as Section 6, Block B-5, Lot 462 on the Nassau County Land and Tax Map) from a four story multi-unit office building to a single tenant, one story bank building

NOW THEREFORE, it is resolved that the application is hereby approved with the following conditions:

**REGULAR MEETING/ PUBLIC HEARING
OF THE BOARD OF TRUSTEES
Monday October 2, 2023**

A public hearing and regular monthly meeting of the Board of Trustees was held on October 2, 2023. The meeting was called to order at 7:33 PM by Mayor Rosenbaum with the following in attendance:

Randall Rosenbaum	Mayor
Frank Genese	Deputy Mayor
Gary Lewandowski	Trustee
Mary Jo Collins	Trustee
Max Frankel	Trustee
AJ Smith	Trustee
Jeff Blinkoiff	Village Attorney
Ronnie Shatzkamer	Village Administrator
Rich Falcones	Public Works Superintendent
Heather Lanci	Building Dept. Specialist

Resident Deanna Durso led the assembly in the Pledge of Allegiance. There were five members of the public present.

Public Hearing

On motion of Mayor Rosenbaum, second by Trustee Smith, and unanimously approved, the Board entered into the Public Hearing portion of the meeting. The first hearing was to consider landmark status for the Elderfields Preserve. On motion of Mayor Rosenbaum, second by Deputy Mayor Genese, the Board moved to adjourn the hearing to November 6, 2023.

The next hearing was a continuation from the previous month, to consider proposed Local Law K – 2023, amending the Village Code, Chapter 158-3, "Noise". On motion of Mayor Rosenbaum, second by Trustee Frankel, the Board moved to adjourn the hearing to November 6, 2023.

On motion of Mayor Rosenbaum, second by Trustee Smith, the Board voted to close the public hearing portion of the meeting.

See the transcript for further detail.

Regular Meeting

New Business

Deanna Durso, representing the Women's Club of Flower Hill, requested a waiver of fees for park use by the organization for a concert in the park on October 14, 2023, the holiday tree and menorah lighting on December 3, 2023 and the Easter egg hunt March 2024. On motion of Mayor Rosenbaum, second by Trustee Lewandowski, the Board unanimously voted to waive all fees.

Public Comment

Jared Simon, 134 Woodhill Lane, questioned the status of the hospital's plan for the properties purchased on Oaktree Lane. Mayor Rosenbaum told him he should reach out for the hospital as the Village has not received any notice or plans.

Mitchell Schwartz, village co-historian, thanked Rich Falcones and his crew for hanging the historical photos in the meeting room.

Approval of Minutes

On motion of Deputy Mayor Genese, seconded by Trustee Frankel, the minutes of the September 12, 2023 Regular Meeting/Public Hearing were approved by all those who attended the meeting.

Treasurer's Report

The monthly claims, were unanimously approved on motion of Mayor Rosenbaum, seconded by Trustee Smith, Trustee Frankel abstained from the claim for The Art of Landscaping.

Public Works Superintendent's Report

Mr. Falcones reported that a new stone wall is being constructed by his crew at Port Washington Blvd. and Bonnie Heights Road, adjacent to the park. He will be removing the broken asphalt at the playground path and replacing it with gravel until it can be fully repaired next spring. On motion of Mayor Rosenbaum, second by Deputy Mayor Genese, the Board authorized Mr. Falcones to order a 26KW Generac generator from JHACS Electrical to replace the current inoperable generator, at a cost of \$8,888.00, the lowest price based on three quotes. The Village will be applying for a justice court grant to cover this expense.

Administrator's Report

Ms. Shatzkamer reported that the \$125,000 Transportation Alternative Program grant for road reconstruction and the \$50,000 State and Municipal Facilities grant for park improvements applications have been filed. She thanked the Board for allowing her and Treasurer Tangredi to attend the NYCOM Fall Training School. The new financial software, Edmunds, went live today. The 2024 meeting calendar was distributed.

On motion of Mayor Rosenbaum, second by Deputy Mayor Genese, the Board unanimously amended the Procurement policy.

Attorney's Report

Mr. Blinkoff reported on the October 18, 2023 Board of Zoning Appeals hearing.

Mayor's Report

Mayor Rosenbaum reported that the Port Washington Water District will be beginning the upgrade of the Stonytown well shortly. The Village received the results of the Court Security Audit and was found to be in compliance. The Village received a "no designation" grade on the fiscal stress audit, the highest grade. Although paving on Northern Blvd. is complete, the DOT will be milling and paving Old Northern Blvd. The Port Washington Water District will be holding a pharmaceutical take back day on October 22 at its headquarters at 38 Sandy Hollow Road.

Trustee's Report

Trustee Collins asked if the Board could legislate a prohibition of white vinyl fences. Trustee Lewandowski reported the Manhasset Bay Protection Committee is looking for more educational outreach opportunities. Trustee Dorfman asked the Mayor to report that the Vincent Smith School will be doing a holiday food drive again this year.

On motion of Mayor Rosenbaum, seconded by Deputy Mayor Genese, the Board moved to close the meeting at 8:30 pm.

Respectfully submitted,

Ronnie Shatzkamer, Village Administrator

INC VILLAGE OF FLOWER HILL

TREASURER'S REPORT

BALANCE FOR NOVEMBER 2023

DATE PREPARED BY TREASURER -11/01/2023

FNBLI-GENERAL FUND	CHECKING-1447	\$918,729.26
FNBLI-TRUST & AGENCY	CHECKING-1454	\$520,286.27
FNBLI - CAPITAL RESERVE	SAVINGS - 0288	\$100,411.20
FNBLI-GENERAL FUND INVESTMENT	INVESTMENT	\$880,653.55
NYCLASS INVESTMENT FUND	INVESTMENT	\$630,183.33
FNBLI - JUSTICE	CHECKING	\$5,001.00
FNBLI - ACTING JUSTICE	CHECKING	\$2,450.00
MONTHLY RECEIPT DEPOSITS		\$49,015.80
MONTHLY TAX DEPOSITS		\$9,501.66
MONTHLY EXPENDITURES		\$103,124.65

VILLAGE OF
FLOWER HILL

ARCHITECTURAL REVIEW COMMITTEE

October 23, 2023 (revised)

RETURNING APPLICATIONS

PA2023-405 - 72 Knollwood Road – Reconstruct residence with additions

Comments:

1. Roof shingle style to be clay or concrete roof tiles in lieu of Spanish clay tiles. Darker color.
2. Lintels over windows to be a simple flat arch with a projected keyway.
3. Brick color to be tan-grey color.
4. Submit all material samples to Village Hall: brick, limestone, roof tiles, paint color for trim. Samples to be viewed by Committee members. Return to the next meeting is not required if samples are approved.

Approved with conditions – to BOT

BP23-216 - 21 Counrty Club Drive – Garage Addition and Driveway Modification

Comments: Proposed altered roof pitch to attached garage under construction.

1. Add fascia trim on gable under roof overhang
2. Reduce the extent of the driveway spur as sketched on plan shown to the architect.
3. Extend shrubs on west property line to the rear corner of the garage.
4. Garage roof to be slate to match existing roof.

Approved with conditions – to BOT

BP23-306 - 55 Woodhill Lane – Interior and Exterior Alterations

Comments:

1. Reduce the overhang of the portico roof to 12 inches, with the resulting lowering of the roof.
2. Add trim around the top of the stone columns and pilasters of the same width as the fascia on the adjacent walls and add a second trim piece at the top.
3. Revise the transom over the front doors to be an ellipse or half-round shaped transom.

Approved with conditions– to BOT

BP23-125 - 114 Dartmouth Road – Addition and Exterior Alterations

Comments:

1. Refine portico detailing, widow trim above, and trim on center gable roof as per sketch shown to architect.
2. Dormers on main roof to be narrower with only trim on front face.
3. Eliminate gable roofs over second floor windows over the garage.
4. On rear elevation, eliminate gable roof treatment over first floor picture window combination, and eliminate the gable roof over the second floor windows on the left side.
5. Provide corner boards.
6. Make the fascia trim under roof overhang wider. The head trim on second floor windows to connect to fascia trim.
7. Add head trim with a crown molding on all first floor windows and doors.

Approved with conditions– to BOT

NEW APPLICATIONS

PA2023-505 - 5 Knollwood Road – Exterior Alterations

Comments:

1. Existing stone on first floor front elevation to remain.
2. Front door to be single door with sidelights, colonial style.
3. Siding to be clapboard with corner boards and fascia trim in lieu of stucco.

Not Approved – return to next ARC meeting on November 27th

PA2023-464 - 127 Dogwood Lane – Second Story and Rear Additions

Comments:

1. Remove gable roof from shed dormer over garage.
2. New lower gambrel roof to flare at overhang so that it covers the bay window below. Extend side of the bay window straight up to the underside of the overhang.

Approved with conditions – to BOT

PA2023-503 - 261 Dogwood Lane – Exterior Alterations

Comments:

1. Revise portico to have a flat roof with a decorative railing; colonial detailing.

Approved with conditions – to BOT

End

PROCUREMENT POLICY AND PROCEDURES
(rev; 10/2/23)

Whereas Section 104-b of the General Municipal Law of the State of New York requires competitive bidding compliance for purchase contracts in the amount of \$20,000.00 or more and public works contracts in the amount of \$35,000 or more; and

Whereas, Section 104-b of the General Municipal Law of the State of New York requires that goods and services obtained by municipalities which are not subject to competitive bidding are still required to be procured in a manner assuring the prudent and economical use of public moneys in the best interest of the taxpayer in order to obtain the goods and services with a maximum of quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, fraud and corruption, and

Whereas, the statute further requires that municipalities adopt policies governing goods and services not required to be obtained through competitive bidding, shall adhere to the following minimum requirements:

Estimated Cost of Purchase Contract	Method
\$500 - \$4,999	2 Verbal Quotes
\$5,000 - \$9,999	3 Written Quotes
\$10,000 - \$19,999	RFP
Estimated Cost of Public Works Contract	Method
\$500 - \$4,999	2 Verbal Quotes
\$5,000 - \$9,999	3 Written Quotes
\$10,000 - \$34,999	RFP

Whereas, the person's responsible for purchasing shall be the Board of Trustees based upon the information and recommendation from the specific departmental employees supervising each purchase or project as the same may be appropriate;

Whereas, whether proposals are received verbally or in writing the Village shall be provided with such documentation as it deems necessary, verbal quotes shall be documented by email confirmation, search engine comparison or some other means. All quotes shall be attached to the claim form along with the shipping label or proof of receipt.

Whereas, if the Village does award a contract to other than the lowest responsible bidder the Village shall prepare documentation setting forth the reasons for its determination; and

Whereas, the Board shall annually review these policies and procedures.

EXCEPTIONS:

1. Use of OGS Contract or Piggyback Contract. Competitive bidding or quotations are not required when purchasing through a state or other approved contract. A piggyback contract uses an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract
2. Emergency Procurement - An Emergency Procurement is one in which an urgent and unexpected situation occurs where health and public safety of conservation of public resources is at risk and an immediate payment is required.
3. Incidental Expenses – Under \$500.00



Date: 10/10/2023

To: **Ronnie Shatzkamer**
Inc. Village of Flower Hill
1 Bonnie Heights Road
Manhasset, NY 11030
vclerk@villageflowerhill.org

Quote: 004735.1

Reference: 9/10/07 Drawings (NYFD)

Project: **Inc. Village of Flower Hill**
1 Bonnie Heights Road
Manhasset, NY 11030

Dear Ronnie,

We are pleased to quote on furnishing the necessary equipment for the subject project. The equipment and services to be furnished are as follows:

- 1 Fire Alarm Control Panel
- 1 Remote Annunciator
- 1 Tech Time for Checkout & Testing
- 1 Installation (excludes paint & patch)

Total of the above equipment and services is **\$10,800.00** plus applicable taxes.

Thank you for your continued interest in New York Fire Detection products and services.

Notes:

-Proposal excludes filing and fees (if required) and any additional devices that may be required by code.

-The fire marshal will determine on a case by case basis if plans will be required to be submitted based upon the scope of work.

-Add Alternate:

Engineering, Drawings w/ PE Stamp, Filing and Fees = \$12,000.00.

This Quotation and any resulting contract shall be subject to the general terms and conditions on the reverse side of this form.

New York Fire Detection Inc. supervision of installation (Soft) is available to provide specialized assistance. For more details see item 14 on the reverse side of this form. Additional installation support is available and may be purchased from New York Fire Detection, Inc. This business is licensed by the New York State Department of State [Lic # 12000255260] to install, service and maintain security or fire alarm systems. For information call (518) 475-4429

Offered By:

New York Fire Detection
1230 Port Washington Blvd.
Port Washington NY 11050
Jack Ferguson
Sr. Account Executive

Accepted By:

Inc. Village of Flower Hill
1 Bonnie Heights Road
Manhasset, NY 11030

Print Name: _____

Signature: _____

NEW YORK FIRE DETECTION, INC.
GENERAL TERMS AND CONDITIONS OF SALE

No terms, conditions, deletions, modifications, or other understandings, oral or written, in any way purporting to vary these terms and conditions, whether contained in Purchaser's forms or elsewhere, shall be binding upon New York Fire Detection, Inc. (N.Y.F.D.) unless approved in writing and signed by N.Y.F.D. its Headquarters in Port Washington, New York, 11050. ANY TERMS INCONSISTENT WITH THOSE STATED HEREIN WHICH APPEAR ON BUYER'S FORMAL PURCHASE ORDER WILL NOT BE BINDING ON THE SELLER. This business is licensed by the New York State Department of State (Lic # 12000255260) to install service and maintain security or fire alarm systems. For information call (518) 475-4429.

1. **VALIDITY PERIOD:** This Quotation is valid for 30 days, but cancelable in the event of causes beyond the control of N.Y.F.D.
2. **SECURITY INTEREST:** The Purchaser grants to N.Y.F.D., and N.Y.F.D. retains, a security interest in all equipment shipped pursuant to any contract resulting from this quotation and the proceeds thereof until the Purchaser shall have made full payment of the equipment. N.Y.F.D. may file any order resulting from this quotation as a financing statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, N.Y.F.D. shall have the right to take possession of the equipment, immediately, wherever it may be found, and remove it with or without process of law and retain all money paid hereunder as LIQUIDATED DAMAGES and rental for said equipment. The Purchaser agrees to pay N.Y.F.D.'s reasonable attorney's fees and legal expenses of collection and that the same are secured by the security interest granted herein. The Purchaser shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without the prior written permission of N.Y.F.D.
3. **LIMITATION OF WARRANTY AND REMEDIES:** Subject to the limitations below, N.Y.F.D. warrants all products to be free from defects in material and workmanship for a period of one year from the date of first beneficial use of all or any part of the system or 18 months after equipment shipment as determined by N.Y.F.D. provided, however, that N.Y.F.D.'s liability under said warranty shall be limited to the repair or replacement, at its option, of any product, or parts thereof, which N.Y.F.D. determines to be defective. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. N.Y.F.D. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OF DAMAGE TO THE PURCHASER OR USER OF THIS EQUIPMENT ARISING OUT OF THE FAILURE OF THE EQUIPMENT TO OPERATE. WARRANTY SERVICE WILL BE PERFORMED AT NO CHARGE BETWEEN THE HOURS OF 8:00 AM TO 5:00 PM LOCAL TIME, MONDAY THRU FRIDAY EXCLUSIVE OF N.Y.F.D.'S HOLIDAYS, WARRANTY SERVICE REQUESTED TO BE PERFORMED AT OTHER THAN DURING NORMAL N.Y.F.D.'S NORMAL WORK HOURS SHALL BE CHARGED AT N.Y.F.D.'S STANDARD OVERTIME RATES.
4. **COMPLIANCE WITH FAIR LABOR STANDARDS ACT:** N.Y.F.D. represents that with respect to the production of the equipment to be purchased pursuant to this quotation, it has fully complied with the requirements of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. Sec. 201-219).
5. **INDEMNITY:** The Purchaser agrees to indemnify and hold N.Y.F.D. harmless for any expense or loss arising out of or resulting from construction site damage or the faulty or negligent installation of the equipment by the Purchaser or Installer.
6. **LIABILITY:** N.Y.F.D. shall not be liable for loss or damage of any kind resulting for delay or inability to deliver on account of fire labor problems, accidents, acts of civil or military authorities, or from any other causes beyond N.Y.F.D.'s control.
7. **GENERAL:** Any provision of a contract resulting for this quotation prohibited by the law of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. N.Y.F.D. shall not be bound by statements or promises made by any representative of N.Y.F.D. which are not stated in and made a part of this quotation. Any contract resulting from this quotation shall be construed under the law of the state of NEW YORK.
8. **TAXES, LICENSE AND PERMITS:** The Purchaser is responsible for obtaining all licenses and permits and for paying all applicable taxes and fees.
9. **SHIPMENT:** All equipment is shipped F.O.B. Shipping Point
10. **CANCELLATION:** In the event that the Purchaser cancels any order resulting from this quotation without just cause he shall be liable to N.Y.F.D. for an amount equal to twenty percent (20%) of the value of the order. This amount shall be construed as LIQUIDATED DAMAGES representing an approximation of all administrative, engineering, and other costs incurred by N.Y.F.D. in reliance upon the order; not as a penalty. N.Y.F.D.'s rights under this clause shall be in addition to all other rights remedies available to it in law or equity and shall not be construed as to limit N.Y.F.D.'s damages in any way recoverable as a result of Purchaser's breach.
11. **ALTERATIONS BY PURCHASER:** All repairs or adjustments that are or may become necessary under the warranty provisions of this quotation shall be performed only by an authorized representative of N.Y.F.D. Any repairs, adjustments, or interconnections performed by the Purchaser or at the Purchaser's request by anyone other than an authorized representative of N.Y.F.D. shall VOID ALL WARRANTIES contained herein.
12. **DRAWINGS:** All drawings and wiring diagrams provided by N.Y.F.D. in connection with the quoted project are:
 - a. Protected under the United States Copyright Laws.
 - b. Prepared in accordance with what N.Y.F.D. judges to be good design practice. (However, approval of system design by the authority having jurisdiction is not guaranteed.)
 - c. Intended solely for the use of the installing contractor as a guide for the fabrication and installation of the system.
 - d. Not intended to be submitted for any purpose to the authority having jurisdiction, or any other party, except with the prior approval of N.Y.F.D.
13. **INSTALLATION:** The installation of the proposed equipment is NOT included unless specifically stated on this quotation.
14. **N.Y.F.D. SUPERVISION OF INSTALLATION (Sofl) includes the following activities by a factory-trained technician when determined by N.Y.F.D. to be appropriate. Sofl is provided during normal working hours, Monday - Friday between the hours of 8:00 AM To 5:00 PM.**
 - a. Pre-construction review of submittals and drawings.
 - b. Technical advice during initial startup of control panels before installer wiring is connected.
 - c. Review of panel connections and preparation of a list of items to be corrected by the installer.
 - d. Program editing to correct minor errors and omissions.
 - e. Assistance with one functional test of the system.
 - f. One training session for the owner's representative.
15. **PAYMENT TERMS:** Payment Terms are net 30 days from date of invoice where satisfactory open account credit is established. N.Y.F.D. reserves the right to revoke or modify and credit as its sole discretion. Purchaser agrees to pay each invoice when due. In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, N.Y.F.D. shall have the option to withhold any further shipments of material and or the provision of any services, including TIS, until Purchaser's account is fully paid. Further, in the event payment is not received according to Terms N.Y.F.D. may, at its discretion, assess interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower. Purchaser also agrees to pay reasonable legal fees or agency commissions sustained by N.Y.F.D. in pursuit of payment, which is past due.



Date: 10/10/2023

To: Ronnie Shatzkamer
Inc. Village of Flower Hill
1 Bonnie Heights Road
Manhasset, NY 11030
vclerk@villageflowerhill.org

Quote: 004735.1

Reference: 9/10/07 Drawings (NYFD)

Project: Inc. Village of Flower Hill
1 Bonnie Heights Road
Manhasset, NY 11030

Dear Ronnie,

We are pleased to quote on furnishing the necessary equipment for the subject project. The equipment and services to be furnished are as follows:

- 1 Fire Alarm Control Panel
- 1 Remote Annunciator
- 1 Tech Time for Checkout & Testing
- 1 Installation (excludes paint & patch)

Total of the above equipment and services is **\$10,800.00** plus applicable taxes.

Thank you for your continued interest in New York Fire Detection products and services.

Notes:

-Proposal excludes filing and fees (if required) and any additional devices that may be required by code.

-The fire marshal will determine on a case by case basis if plans will be required to be submitted based upon the scope of work.

-Add Alternate:

Engineering, Drawings w/ PE Stamp, Filing and Fees = \$12,000.00.

This Quotation and any resulting contract shall be subject to the general terms and conditions on the reverse side of this form.

New York Fire Detection Inc. supervision of installation (Soft) is available to provide specialized assistance. For more details see item 14 on the reverse side of this form. Additional installation support is available and may be purchased from New York Fire Detection, Inc. This business is licensed by the New York State Department of State [Lic # 12000255260] to install, service and maintain security or fire alarm systems. For information call (518) 475-4429

Offered By:

New York Fire Detection
1230 Port Washington Blvd.
Port Washington NY 11050
Jack Ferguson
Sr. Account Executive

Accepted By:

Inc. Village of Flower Hill
1 Bonnie Heights Road
Manhasset, NY 11030

Print Name: _____

Signature: _____

Ronnie Shatzkamer

From: David Colon <dcolon@afap.com>
Sent: Friday, November 3, 2023 10:57 AM
To: Ronnie Shatzkamer
Subject: Re: EST Quick Start FA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Ronnie,

After speaking to my counterpart about this, we would need to come to the site and get details of the system in order to get a proposal together and it would be more involved than I thought. Also, we know we wouldn't be able to offer a competitive number on this anyway. So I don't think we'll be able to bid on this as per our conversation. I'm sorry if I held you up.

Regards,



Pavion | Fire

David Colon | Commercial Systems Consultant
Cell: (631) 335-2846 | Main: (516) 496-2322 x1235
pavion.com



↑
\$ 1,737

PORT WASHINGTON FIRE DEPARTMENT, INC.
AND THE VILLAGE OF FLOWER HILL FIRE PROTECTION DISTRICT
June 1, 2024 THROUGH May 31, 2025

THIS AGREEMENT is made this _____ day of _____, 2024, between The Village of Flower Hill in the Town of North Hempstead, County of Nassau, and the State of New York, hereinafter referred to as the "Village", and the Port Washington Fire Department, Inc., comprised of the four (4) companies: Atlantic Hook & Ladder Company No. 1; Protection Engine Company No. 1; Flower Hill Hose Company No. 1; and Fire Medic Company Co. 1, all duly incorporated under the laws of the State of New York, and hereinafter collectively referred to as the "Fire Department" or "Department".

WHEREAS, the Department is a not-for-profit corporation organized under the laws of the State of New York to provide fire and emergency medical services to the Port Washington Fire Protection District (hereinafter the "District"). The Department maintains all necessary fire prevention and protection equipment and personnel and all necessary ambulance and emergency medical service equipment and personnel to maintain and operate same. The Department's business office is located at 423 Port Washington Boulevard, Port Washington, New York, 11050.

WHEREAS, the Village is a municipal corporation of the State of New York requiring fire and emergency medical services for the areas of the Village which are embraced by the District. The Village's principal place of business is located at One Bonnie Heights Road, Manhasset New York 11030.

WHEREAS, for decades the Department has provided fire and emergency medical services to the Village and the Village compensated the Department for those services by paying a portion of the Department's budget, a budget which is shared and reviewed with the Village on an annual basis; through the generation of tax revenue; and

WHEREAS, prior to April 9, 2022, the State of New York did not allow volunteer fire companies providing emergency medical services to invoice a patient for providing emergency medical services; and

WHEREAS, on April 9, 2022, several amendments, effective July 8, 2022, to New York State General Municipal Law Section 209-b, New York State General Municipal Law Section 122-b and New York State Town Law Section 184 allowed volunteer fire companies providing emergency medical services to invoice a patient for providing emergency medical services; and

WHEREAS, in order to defray the cost of Service, the Village is hereby permitting the billing of patients; and

WHEREAS, pursuant to a resolution of the Village Board, duly adopted at its meeting held on _____, the Village Board authorized the Village to enter into an agreement with the Fire Department for the furnishing of Fire Protection Services to the Village upon the terms and provisions herein set forth; and

WHEREAS, the Village is desirous of engaging the Department to provide fire protection and emergency medical services which the Department agrees to provide on the following terms:

1. This agreement shall be for a period of one (1) year from **June 1, 2024 to May 31, 2025**, and thereafter for annual renewals, subject to approval of the Village for each renewal.
2. The Department shall provide the services described in this agreement to the areas of the Village which are included within the district. A Map of the District is attached hereto as Exhibit "A".
3. The Department shall provide the following services, with the following understandings acknowledged by the Village:
 - a. The Department shall, at all times during the period of this agreement, provide fire protection and furnish emergency service in case of accident, calamity or other emergencies in connection with which the services of firefighters would be required.
 - b. The Department shall, at all times during the period of this agreement, provide emergency ambulance service to ill and injured persons within the District and the transportation of such persons to appropriate medical facility destinations in accordance with state and regional protocols.
 - c. In the event that, at the time the Department is called, it is engaged with another fire or emergency or mutual aid, the Department shall immediately transmit such call as a "Mutual Aid Call" to a duly organized and existing fire company or department, and such action shall be deemed the summoning of aid or assistance pursuant to the laws of the State of New York. A "Mutual Aid Call" shall be defined to mean activities pursuant to the provisions of General Municipal Law Section 209. The Department shall have the right to summon aid under a recognized mutual aid plan when engaged in a fire or emergency within such areas, and to accept the emergency services of volunteer firemen from other fire departments as authorized by General Municipal Law Section 209-i, and may provide coverage under such recognized mutual aid plan. The Department shall have a duly authorized mutual aid plan in place at all times during the term of this agreement.
 - d. All necessary apparatus and equipment of the Department shall be utilized in the performance of the services contemplated by this agreement. It is expressly understood and agreed that the number of firefighters and/or the number of emergency medical personnel as well as the nature of equipment dispatched in answer to calls, the manner of fighting fires and other operations at the scene of a fire, accident or other incident to which the Department is called, are matters within the judgment of the Chief of the Department and the Department's officers.
 - e. Since the Department's fire protection and emergency medical services are provided mostly by volunteer Members, the Department makes no representation or agreement as to the number of fire persons or emergency medical persons who shall respond to calls and it shall not be liable or responsible in any manner, or to any extent whatsoever, for lack of volunteer firepersons or volunteer emergency medical persons answering any call or alarm at any time. If, in the

judgement of the Chief of the Department and the Department's officers, the Department lacks sufficient volunteers then it will submit a Mutual Aid Call as discussed in Paragraph 3c.

- f. In the event of a tournament, drill or other event in which the Department participates, it is understood and agreed that sufficient apparatus will remain at the Department, with personnel available to respond to calls for assistance during the holding of the tournament, drill or other event.
 - g. The Department, when responding to a call, reserves the right under this agreement where any act or acts of civil disobedience are occurring, to withdraw from the area, if in the judgment of the appropriate Department officials it appears that imminent injury to personnel or damage to property of the Department may occur. The appropriate Police Department having jurisdiction shall be notified of such a withdrawal.
 - h. The Village acknowledges that the Department and its personnel are not the final or determinative authority in the handling or disposition of toxic and/or hazardous materials and that the Department bears no liability or responsibility arising in connection with toxic and/or hazardous materials. The Department's responsibility concerning toxic and/or hazardous materials shall extend only to those duties determined by the Chief of the Department and the Department's officers as needed, based upon the conditions present.
4. In consideration of the aforesaid services and the use of its apparatus, the Department, shall receive the sum of **\$369,143 for June 1, 2024 to May 31, 2025**. If payments are not made within sixty (60) days of the due date, interest of five (5%) percent per annum will be charged by the Department. The contract for the period **June 1, 2025 through May 31, 2026** shall be presented for the Village's review and consideration in **September 2024**.
- The first payment of \$184,571 will be made on or before the 31st day of August 2024.
- The second payment of \$184,571 will be made on or before the 1st day of December 2024.
- If the contract expires without the Village and the Department executing a new contract, then the Department will continue to provide services on a month-to-month basis at a monthly pro-rata cost, payable in the same manner as set forth herein, until a new contract is executed, or the relationship is terminated.
5. The Village authorizes the Department to charge a fee to the patient for providing life support rescue services, including emergency medical services and ambulance services (together "Emergency Medical Services") pursuant to this Agreement, which fees are shown in Schedule A attached hereto and made a part hereof. The billing and collection of fees for services provided hereunder shall be done by the Department (and/or any third party agency with which the Department may contract to perform such services on its behalf) in accordance with practices

customary in the collection of such fees by departments generally and in accordance with the provisions of State law. The Department shall be permitted to retain all billing revenues hereunder which are generated pursuant to this Agreement.

The Department shall provide an accounting of the funds received from persons served pursuant to this Agreement approximately each month. Such report shall include a listing of all Emergency Medical Services provided by the Department, the amounts charged for each service, the amount actually received for each service, and a description of whether the service was provided to a resident or non-resident and whether any fees were waived for such service.

Should the parties terminate the Agreement, the Department shall be permitted to retain any revenues generated from billings by the Department prior to termination of this Agreement.

The Department shall directly contract with a billing service on a percentage basis of all revenues collected by the billing company on behalf of the Department with the exception of Medicaid claims for which the Department shall pay a flat fee rate. The Village shall not be a party to the Department's contract with any third-party billing administrator nor shall the Village be deemed to be a third-party beneficiary of such agreement.

The Village acknowledges that billings to an insurance program or other reimbursement source may require the patient to pay a co-payment. The Village further acknowledges that the Department has elected to not charge patients that are residents of the Village a co-payment that may be required by an insurance program or other reimbursement source. The Village agrees that the payment of such co-payment shall be, in such cases, the responsibility of the Village for the residents of the Village. However, the Village and the Department agree that the total cost to the Department of these non-collections of co-payments are deemed to be included in the payment to the Department pursuant to this Agreement and the Village has no obligation to reimburse the Department for any co-payment outside of the payments required from the Village by this Agreement, it being understood that the Department has made a reasonable approximation of such non-payment of co-payments when formulating the amount to be paid by the Village pursuant to this Agreement. The Village and the Department also agree that the Department and its third-party billing administrator may, pursuant to a policy agreed to between the Department and such administrator, waive fees associated with Emergency Medical Services based on financial hardship. The Village and the Department agree that the total estimated cost to the Department of these waived fees are assumed to be a part of the payment to the Department pursuant to this Agreement and the Village has no obligation to reimburse the Department for any waived fees outside of the payments required from the Village by this Agreement.

The Department shall ensure that a separate bank account is maintained for the sole purpose of receiving billed funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. The Department shall withdraw only those funds from the account for which it is entitled.

The Department shall maintain separate accounts of the costs recovered in each Village and may audit such accounts annually. Upon request, the Department will provide the Comptroller of the Village with a summary of receipts and disbursements. The Department also agrees to

provide the Village with audited financial statements upon reasonable request.

6. Throughout the term of this Contract, the Department shall procure and maintain:
 - a. A policy of business automobile liability insurance in a sum not less than \$1,000,000.00, each occurrence, for bodily injury, death and property damage in a combined single limit covering owned automobiles, employers' non-owned and hired automobile liability;
 - b. A policy of commercial general liability insurance, including coverage for premises, operations, products and completed operations, personal injury in the policy year and contractual liability in a sum not less than \$1,000,000.00, each occurrence for bodily injury, death and property damage in a combined single limit, a sum not less than \$1,000,000.00, in the aggregate each policy year for products and completed operations, a sum not less than \$1,000,000.00, in the aggregate each policy year for personal injury, and a general aggregate each policy year in a sum not less than \$2,000,000.00;
 - c. Coverage for Volunteer Firemen's Errors and Omissions in a sum not less than \$1,000,000.00, each occurrence, and not less than \$1,000,000.00 in the aggregate for each policy year;
 - d. An Umbrella Liability or Excess Liability Policy which shall, provide excess coverage of all primary liability coverages—General Liability, Automobile Liability, Errors & Omissions Liability (AKA Management Liability), Medical Malpractice Liability, and Liquor Law Legal Liability (if applicable) for a minimum limit of \$10,000,000.00 per occurrence and aggregate;
 - e. Coverage in a sum not less than \$1,000,000.00 for damage to vehicles owned by other fire districts, fire departments, fire companies and similar organizations or municipalities, when such other fire districts, fire departments, fire companies or similar organizations or municipalities are called or whose service is requested by the Department under the terms of a mutual aid or similar agreement, arrangement, call or response;
 - f. Liability coverage for the errors and omissions of its staff and organization in regard to Emergency Medical Technicians and Emergency Ambulance Service in a sum not less than \$1,000,000.00, each occurrence, and not less than \$2,000,000.00 in the aggregate for each policy year;
 - g. A policy of Worker's Compensation Insurance for all employees;
 - h. All insurance coverage described herein shall be placed with companies licensed to do business in the State of New York with a Rating Level of "A-" or higher and a Financial Size Category of Class VIII or higher;
 - i. The Department shall have the Village named as an additional insured on

the coverages described in sub-paragraphs a, b, c, d, e and f above and shall provide 30 days written notice by certified mail to the Village in the event of cancellation or non-renewal;

- j. The Department will provide the Village with certificates of insurance for each of the coverages described in subparagraphs a, b, c, d, e, f and g.
 - k. The Village shall be named as a certificate holder on all policies listed in subparagraphs a, b, c, d, e, f and g, using the address of c/o the Village Clerk, One Bonnie Heights Road, Manhasset New York 11030
7. It is mutually agreed that the Department shall hold harmless the Village, its Mayor, Board of Trustees, agents, representatives, volunteers and employees, from any and all claims for loss, damage or injury to persons or property, of whatever kind or nature, which may arise from the activities or operations of the Department in the course of the performance of this agreement, including, but not limited to, the answering, responding to, attending upon, or returning from any mutual aid call, or those arising from the activities or operations of any department responding to a Mutual Aid Call. The Department further expressly agrees to indemnify the Village, its Mayor, Board of Trustees, agents, representatives, volunteers and employees to the extent of any recoveries against them, individually and/or jointly, including reasonable attorneys' fees arising from the aforementioned operations. For the purposes of this agreement, mutual aid call shall be defined to mean a request, pursuant to General Municipal Law Section 209-i, to assist or aid a fire department, fire company or any other similar unit of another county, city, town, village or fire district, in the rendering of (1) fire protection, or (2) emergency services in case of accidents, calamities or other emergencies in connection with which the services of firemen would be required, and where such assistance is to be given outside the areas regularly served and protected by the assisting fire company.
8.
 - a. The Department's proposed annual budget for the year following the time period covered by this agreement will be filed with the Town of North Hempstead on or before **August 20, 2023** and the final budget will be filed with the Town of North Hempstead on or before **November 1, 2023**. On or before the date that the Budget is filed with the Town, the Department will provide the Budget to the Village.
 - b. In or around **September 15, 2023**, the Department shall hold a meeting with the Mayor and two Village officers (for example a board member or clerk or treasurer), at which time the Department will provide a presentation regarding its Budget.
 - c. The parties acknowledge that the Village's share of the Department's budget is calculated as follows: 1) the County assessed valuations for the areas the Department protects, as provided by the Nassau County Department of Assessment, are added together; 2) the individual assessed valuation for each protected area will then be divided by the total assessed valuation to determine each municipality's percentage of the total assessed valuation; and 3) the percentage for each municipality will then be multiplied by the Department's budget to determine the cost to the municipality for the services described in this agreement. On or before **August 1, 2023**, each municipality will provide the Department with the total assessed valuation based on the most recent final Nassau County Assessment Rolls for the area of the municipality protected by the Department. The date of August

1st was selected based on the time constraints of paragraph 7a above.

- d. The Department shall simultaneously file with the Comptroller for the Town of North Hempstead and the Village:
 - i. A statement indicating the number of contracts entered into for protection, the name of each party the Department has contracted with and the term of the agreement and the charges for services;
 - ii. A complete list of all fire and emergency apparatus and equipment, including the date of purchase;
 - iii. Pursuant to Section 1402(f) of the Not-for profit Corporation Law the Department shall file, on or before the fifteenth day of January each year, a verified certificate stating: the names of the directors and officers of the Department, an inventory of property, the Department's liabilities and that the Department has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. Said certificate will also be filed with the Nassau County Clerk.
9. The Department represents that it will not discriminate against the admission of prospective volunteer members or discriminate against current members because of race, creed, color, national origin, sex, age, marital status or any other protected class.
10. The Department acknowledges that it is an independent contractor and not an employee, agent or representative of the Village. The Department further agrees that in the performance of its services, it will comply with all applicable provisions of the Laws of the State of New York.
11. In the event of a failure of either party, at any time, to make any payment, or perform any other obligation assumed by it under this agreement, either party may, at its option, cancel this agreement upon one hundred-twenty (120) days written notice. Said notice of an election to terminate this agreement shall be addressed to the other party's principal place of business and delivered thereto by certified mail. Upon expiration of said one hundred-twenty (120) days, this agreement shall be terminated and have no further force and effect, provided, however, that either party shall not by reason of such termination, be released from any obligation incurred by it prior to such date of termination. All monies owed shall be distributed on a pro-rata basis.
12. This agreement constitutes the complete understanding of the parties. No modifications of any provisions hereof shall be valid unless in writing and signed by both parties.
13. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
14. In order for the Department to maintain fiscally appropriate practices and provide an orderly transition of services, the (village/town) shall notify the Department Chairman in

writing, by August 15th of a calendar year, of its intent to terminate the services provided by the Department pursuant to this Agreement. Written notification received after August 15th shall result in the continuation of this agreement until it expires by its terms.

Schedule A:

Basic Life Support "BLS" Emergency: \$1500.00

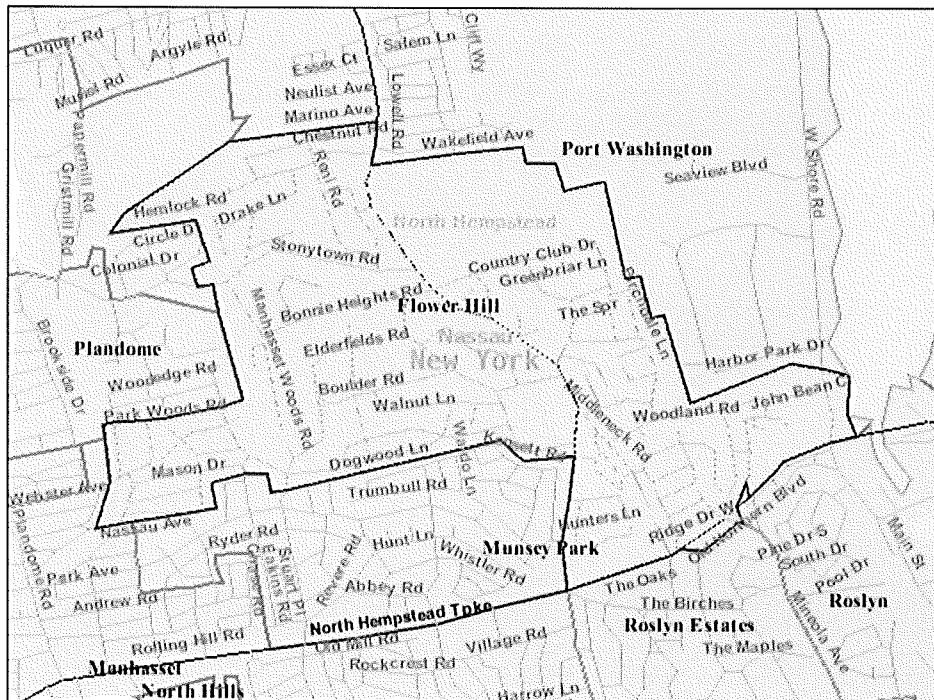
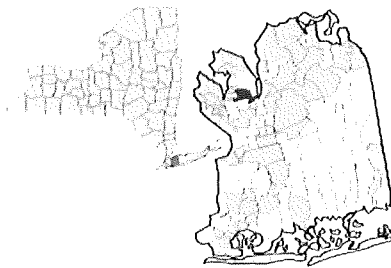
Advanced Life Support "ALS" Emergency: \$2200.00

Advanced Life Support 2 "ALS2" Emergency: \$3000.00

Loaded Mile (Transport): \$35/mile

Exhibit "A"

Village of Flower Hill:



IN WITNESS WHEREOF, the Village has duly executed this agreement on the _____ day of _____, 2024 and the Board of Trustees of the Department on the _____ day of _____, 2024. The persons signing this agreement are acting solely in their representative capacities and none of them shall be personally responsible for the performance of any of the obligations hereof.

Village of Flower Hill

Port Washington Fire Department

Mayor

Chairman

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ Constituting the **Mayor of the Village of Flower Hill** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ Constituting the **Chairman of the Board, Port Washington Fire Department** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RESOLUTION NO. ____ - November 8, 2023
RESOLUTION TO CHANGE OFFICIAL BANK

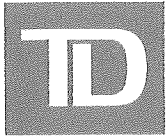
RESOLVED that the Official Banks be TD Bank and thus is authorized as the depository of Village monies.

RESOLVED that the Village Treasurer and Mayor are authorized to invest and re-invest monies received by the Village in the various General and Capital Funds, which are not appropriated to any particular purpose or are not immediately required to be expended for the purpose for which they were appropriated, in Certificates of Deposit, Day of Deposit Day of Withdrawal Savings, Treasury Notes, irrevocable letter of credit issued in favor of the Village by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100% of the aggregate amount of deposits and the agreed-upon interest rate, if any,

AND IT IS FURTHER RESOLVED that the foregoing investments shall be in accordance with applicable laws, rules and regulations of the State of New York and the United States Government.

BE IT FURTHER RESOLVED that the resolutions of each banking institution for the deposit of said monies be adopted as resolution of this Board.

RESOLVED, that any two of the following Village officials be and hereby are authorized as signatories and co-signatories on the general fund account and capital fund accounts of the Village: Treasurer, Village Administrator, Mayor and Deputy Mayor.



Bank

2024 Pricing Proforma ~ Municipal NOW Checking

Prepared for:

Village of Flower Hill

Date (MM/DD/YYYY): 11/1/2023

Days in Year: 366
Days in Period: 30

Balance Information

Average Ledger Balance		\$	2,500,000.00
Less: Estimated Float	Rate		
Average Collected Balance			2,500,000.00
Less: Required Reserve	10.00%		250,000.00
Investable Balance			2,250,000.00
Collected Balances Required to Offset Services			682,967.62
Collected Balance Excess (Deficit)			1,817,032.38

Balance and Fee Summary

Balances Available for Earnings Credit (Avg Coll Bal less Required Reserve)		\$	2,250,000.00
Earnings Credit Allowance	Rate 1.75%		3,227.46
Less: Total Analyzed Services			881.70
Total Analyzed Charges			-
Total Fee Based Charges*			-
Total Charges Due			-

Interest Summary

Average Collected Balance		\$	2,500,000.00
Total Monthly Interest Earned	Rate 3.60%	\$	7,377.05

Summary of Services

AFP CODE	SERVICE CODE	SERVICE DESCRIPTION	VOLUME	PER ITEM FEE	TOTAL FEE	BALANCE TO SUPPORT SERVICES
General Account Services					211.00	163,441.27
010000	01000	Account Maintenance	6	27.0000	162.00	125,485.71
		Tier I (<5 Accounts)		29.0000		
		Tier II (5-10 Accounts)		27.0000		
		Tier III (11+ Accounts)		25.0000		
150100	15100	Checks Paid	50	0.2600	13.00	10,069.84
010310	01401	DDA Paper Statement Fee	6	6.0000	36.00	27,885.71
000214	00214	Dau [Drawn Against Uncollected]	Prime + 4%	-		
000230	00230	Balance Premium Assessment		-	0.00	0.00
Depository Services					35.50	27,498.41
010101	10000	Deposits Processed	20	1.2000	24.00	18,590.48
100200	10222	Checks Deposited	50	0.2300	11.50	8,907.94
100015	10718	Branch Cash Deposit/\$100 (>\$10,000)	1,500		0.00	0.00
		Tier 1: \$0 - \$10,000	1,500	-		
		Tier 2: \$10,000+	0	0.0005		
100400	10452	Return Checks First Presentment		23.0000	0.00	0.00
150320	10400	Return Checks Final Presentment		23.0000	0.00	0.00
Disbursement Services					0.00	0.00
150341	15345	Overdraft Per Item - Paid		40.0000	0.00	Fee-Based
150342	15326	Overdraft Per Item - Return		40.0000	0.00	Fee-Based
150341	15352	Uncollected Per Item - Paid		40.0000	0.00	0.00

AFP CODE	SERVICE CODE	SERVICE DESCRIPTION	VOLUME	PER ITEM FEE	TOTAL FEE	BALANCE TO SUPPORT SERVICES
150342	15332	Uncollected Per Item - Return		40.0000	0.00	0.00
150420	15420	Stop Payment - Manual		38.5000	0.00	0.00
Information Reporting and Transfer Services					359.90	278,779.68
011000	44102	TD eTreasury Base Package Maintenance - Gold	1	135.0000	135.00	104,571.43
011002	44108	TD eTreasury - Online Accounts (Gold)	6	21.0000	126.00	97,600.00
400272	44107	TD eTreasury - Transaction Records (Gold)	115	0.2100	24.15	18,706.67
250000	44110	TD eTreasury - ACH Module Maintenance (Gold)	1	15.0000	15.00	11,619.05
010821	44126	TD eTreasury - Online Security	2	14.0000	28.00	21,688.89
150410	44129	TD eTreasury - Stop Payments		28.0000	0.00	0.00
250102	44112	TD eTreasury - ACH Initiated		0.2200	0.00	0.00
250505	44163	TD eTreasury - ACH Batch Initiated	3	1.2500	3.75	2,904.76
250120	44111	TD eTreasury - ACH Addenda Record Initiated	30	0.2000	6.00	4,647.62
350120	44142	TD eTreasury - Book Transfers	5	0.6000	3.00	2,323.81
200208	44151	TD eTreasury - Issue / Cancel Transactions		0.5000	0.00	0.00
012014	44125	TD eTreasury - Extended Image Search	1	19.0000	19.00	14,717.46
Wire and Other Fund Transfer Services					0.00	0.00
350300	35300	Wire Transfer Incoming - Domestic		14.0000	0.00	0.00
ACH Services					8.00	6,196.83
250201	25201	ACH Received Credits	30	0.2000	6.00	4,647.62
250200	25202	ACH Received Debits	10	0.2000	2.00	1,549.21
251050	25804	ACH Positive Pay Accounts		27.0000	0.00	0.00
251057	25803	ACH Filter (Capped at \$100)		8.0000	0.00	0.00
Account Reconciliation Services					134.50	104,184.13
2001ZZ	20100	ARP Paid Items	50	0.0900	4.50	3,485.71
150030	15030	Positive Pay Maintenance	1	65.0000	65.00	50,349.21
150322	15032	Positive Pay Returned Item		15.0000	0.00	0.00
150124	15299	Payee PositivePay Monthly Maintenance	1	25.0000	25.00	19,365.08
20020D	20201	Issue File Transmission	2		40.00	30,984.13
		Tier 1: 1 - 10	2	20.0000		
		Tier 2: 10+	0	-		
Digital Express Services					132.80	102,867.30
101300	10903	Digital Express Monthly Maint	1	130.0000	130.00	100,698.41
101320	10902	Digital Express Checks Deposited	20	0.1400	2.80	2,168.89
Other Miscellaneous Services					0.00	0.00
150500	15050	Non-Customer Check Cashing Fee		10.0000	0.00	0.00
TOTAL SERVICES PROVIDED					881.70	682,967.62
One Time Set Up Fees					0.00	
400810	44130	TD eTreasury - Setup	1	-	0.00	Priced At \$0.00
200410	15006	Full Recon/Positive Pay Set Up Fee	1	-	0.00	Priced At \$0.00
101330	10913	Digital Express - One Time Set Up Fee	1	-	0.00	Priced At \$0.00

The proposed "per item fee" pricing will remain in effect for 90 days from the date of issuance; however ECR and other quoted rates may vary depending on current market conditions and are subject to change at any time.

*Fee-Based service fees are not eligible for offset using Earnings Credit.

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