

AGENDA

VILLAGE OF FLOWER HILL BOARD OF TRUSTEES

Monday, January 8, 2024

7:30 PM

REGULAR MEETING

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

Pledge of Allegiance

**Special Presentation – Nassau County Police Commissioner Patrick Ryder, Nassau County
Legislator Delia DeRiggi Whitton**

Public Comment

Approval of Minutes

December 4, 2023 Regular Meeting

Treasurer's Report

1. Motion to approve claims

Public Works Superintendent

Building Superintendent

1. December 20, 2023 ARC Report

Administrator's Report

Attorney's Report

Mayor's Report

Trustee's Report

Old Business

New Business

1. Polling place resolution
2. 2024 Roslyn Fire contract

Executive Session

Employee compensation

Next Meeting: Regular Meeting & Public Hearing– Monday, February 5, 2024 at 7:30 PM

**REGULAR MEETING/ PUBLIC HEARING
OF THE BOARD OF TRUSTEES
December 4, 2023**

A regular monthly meeting of the Board of Trustees was held on December 4, 2023. The meeting was called to order at 7:35 PM by Mayor Rosenbaum with the following in attendance:

Randall Rosenbaum	Mayor
Frank Genese	Deputy Mayor
Gary Lewandowski	Trustee
Mary Jo Collins	Trustee
AJ Smith	Trustee
Jeff Blinkoiff	Village Attorney
Ronnie Shatzkamer	Village Administrator
Rich Falcones	Public Works Superintendent
Suzanne Tangredi	Deputy Clerk/Treasurer
Peter Albinski	Building Superintendent

Resident Scott Leibman led the assembly in the Pledge of Allegiance. There were twenty members of the public present.

Public Comment

Several residents spoke about car break ins that occurred over the weekend and asked the Village to take proactive steps to protect the community, specifically cameras and private security patrols. The Mayor is meeting with a security company and camera vendors in the next week and will report back to the community on the associated costs. The community can then make a decision to approve the tax increase this will necessitate or not. The Mayor will try to have County Legislator DiRiggi-Whitton (Chair of the Police Committee) and a police representative at the next meeting.

Approval of Minutes

On motion of Mayor Rosenbaum, seconded by Deputy Mayor Genese, the minutes of the November 8, 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.

Public Works Superintendent's Report

Mr. Falcones reported that the new generator is installed and working. His crew came in last Saturday to clean Middle Neck Road as traffic is much lighter on the weekend.

Building Superintendent's Report

Mr. Albinski reported on the November 27, 2023 Architectural Review Committee meeting. The following application was approved as submitted: 58 Hewlett Lane for a new single-family residence. Approved with conditions were 32 Sunset Drive for an addition and exterior alterations and 35 Drake Lane for a new single-family residence. No action was taken on 1025 Northern Blvd. for a new one-story commercial building, 17 Ridge Drive West for an addition and exterior alterations, 87 Port Washington Blvd. for additions and alterations and 77 Country Club Drive for exterior alterations.

On motion of Mayor Rosenbaum, seconded by Deputy Mayor Genese, the Board approved the findings of the ARC. Trustee Lewandowski abstained.

Administrator's Report

Ms. Shatzkamer reported that the Toys for Tots and Food Drive collections are going well. Village elections will take place on Tuesday, March 19, 2024. The new fire panel is scheduled for installation tomorrow.

On motion of Mayor Rosenbaum, seconded by Trustee Smith, the Board unanimously adopted the 2024 Meeting Schedule and Calendar.

Mayor's Report

The Mayor reported that the Webster Avenue Bridge has been reopened. He reminded everyone that the Village carting company does not pick-up landscaper debris. The Mayor attended the NYCOM Legislative Priority meeting and asked that NYCOM focus their efforts on increasing highway funding from the state.

Trustee's Report

Trustee Collins reminded everyone that the Village tree lighting and Women's Club Light the Night has been postponed to December 10.

Old Business

RESOLUTION No. 51 – DECEMBER 4, 2023 RESOLUTION TO ENTER INTO AN AGREEMENT

The following resolution was offered by Mayor Rosenbaum, seconded by Deputy Mayor Genese:

WHEREAS the Board of Trustee has agreed to sell a piece of property at the dead end of Birch Lane, and

WHEREAS in order to obtain the best price the services of a professional appraiser is required, and

WHEREAS an RFP for such services was issued and the lowest responsible bidder was SVS Standard Valuation Services, 27 East Jericho Turnpike, Mineola, NY, at a cost of \$3,500.00

THEREFORE the Board authorizes the Mayor to enter in

The Board was polled as follows:

Trustee Lewandowski	Aye
Trustee Genese	Aye
Trustee Collins	Aye
Deputy Mayor Genese	Aye
Mayor Rosenbaum	Aye

New Business

Roslyn Fire Department has issued their proposed budget. The Village's contract will be decreasing by approximately \$30,000.

RESOLUTION NO. 52 – December 4, 2023 RESOLUTION TO INVEST IN CERTIFICATES OF DEPOSIT

The following resolution was offered by Mayor Rosenbaum, seconded by Deputy Mayor Genese:

BE IT RESOLVED, that the Village Treasurer is hereby authorized to open Certificate of Deposit accounts with TD Bank, and

BE IT FURTHER RESOLVED, that these funds are to be transferred from various Village accounts in accordance with standard banking practices.

The Board was polled as follows:

Trustee Lewandowski	Aye
Trustee Genese	Aye
Trustee Collins	Aye
Deputy Mayor Genese	Aye
Mayor Rosenbaum	Aye

RESOLUTION NO. 53 – December 4, 2023

RESOLUTION TO INTRODUCE LOCAL LAW L - 2023

The following resolution was offered by Mayor Rosenbaum, second by Trustee Smith:

BE IT RESOLVED, that Proposed Local Law L – 2023 Amending section 119-1(H), "Fence Requirements", adding new sub section (6) On properties abutting Northern Boulevard has been introduced; and

BE IT FURTHER RESOLVED, that the Board of Trustees hold public hearings on said proposed law at a future date to be determined.

The Board was polled as follows:

Trustee Lewandowski	Aye
Trustee Genese	Aye
Trustee Collins	Aye
Deputy Mayor Genese	Aye
Mayor Rosenbaum	Aye

Executive Session

On motion of Mayor Rosenbaum, second by Trustee Lewandowski, the Board voted to go into Executive Session at 8:55 pm to discuss employee compensation.

As no action was taken during Executive Session, on motion of Mayor Rosenbaum, seconded by Deputy Mayor Genese i, the Board moved to close the Executive Session and the meeting at 9:20 pm.

Respectfully submitted,

Ronnie Shatzkamer
Village Administrator

INC VILLAGE OF FLOWER HILL

**TREASURER'S REPORT
BALANCE FOR JANUARY 2024**

DATE PREPARED BY TREASURER -01/02/2024

FNBLI-GENERAL FUND	CHECKING-1447	\$423,017.83
FNBLI-TRUST & AGENCY	CHECKING-1454	\$456,727.37
FNBLI - CAPITAL RESERVE	SAVINGS - 0288	\$100,469.95
FNBLI-GENERAL FUND INVESTMENT	INVESTMENT	\$883,572.88
NYCLASS INVESTMENT FUND	INVESTMENT	\$635,777.56
FNBLI - JUSTICE	CHECKING	\$4,643.00
FNBLI - ASSOCIATE JUSTICE	CHECKING	\$693.00
MONTHLY RECEIPT DEPOSITS		\$145,244.80
MONTHLY TAX DEPOSITS		\$3,553.74
MONTHLY EXPENDITURES		\$196,760.92

ABSTRACT OF AUDITED VOUCHERS
VILLAGE OF FLOWER HILL, COUNTY OF NASSAU, NEW YORK
GENERAL FUND
JANUARY 2024

ABSTRACT #7

Date of Audit -Monday, January 8, 2024

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

<u>Name of Claimant</u>	<u>Description of Claim</u>	<u>Amount</u>
*Granite Communications	Bundling of Services 12.23	\$137.35
*Lawman Enterprises	Code Enforcement 12.02.23-.15.15.23	\$2,063.75
*NYS Employees Health Insurance	Health Insurance Premium 01.24	\$29,106.73
*New York Fire Service	Installation of New Panel 12.23	\$8,300.00
*ODP Business Solutions	Office Supplies 11.23	\$61.82
*Optimum	Optimum Services 12.23	\$154.22
*PSEGLI	Electric Service 12.23	\$887.74
*PSEGLI	Electric for Street Light 12.23	\$25.92
*S.W.M. A. -Town of N. Hempstead	Dumping Fees- November 2023	\$1,389.38
*Visa	Office Supplies: Constant Contact; Adobe 12.23	\$804.65
*Wex Bank	Exxon/Mobil Gas for Vehicles 12.23	\$453.38
*Windstream Enterprise	Phones/Service 12.23	\$456.84
Carla Byrne	Medicare Part B Reimbursement 04.23-06.23	\$494.70
J. Bruce Byrne	Medicare Part B Reimbursement 04.23-06.23	\$494.70
John Ciampi	Medicare Part B Reimbursement 04.23-06.23	\$494.70
Margaret Ciampi	Medicare Part B Reimbursement 04.23-06.23	\$494.70
Carmine Vitale	Medicare Part B Reimbursement 04.23-06.23	\$494.70
Stanley Spielman	Medicare Part B Reimbursement/IRMA 04.23-06.23	\$1,582.50
Aero Operating	Monthly Trash Removal -12.23	\$69,737.09
Anton Community News	Legal Notice-2024 List of Meetings 01.24	\$409.50
Automotive Unlimited	Supplies for Oil Changes 11.23	\$1,311.55
Bayles Garden Center	Supplies for Village Park/Grounds 1123	\$19.99
Cullen & Danowski	2022 Closing of Year & AUD 11.23	\$13,912.50
Davis Vision	Vision Insurance 01.24	\$53.88
DeLage Landen Financial Service	Monthly Lease for Blueprint Copier 12.23	\$248.00
Dwight Kennedy, Esq.	Village Prosecutor 12.27.23	\$250.00
Electronix Systems	Digital Monitoring Fee01.01.24-03.31.24	\$81.12
First Citizens Bank	Monthly Lease for Copier 12.23	\$221.55
General Code Publishing	E-Code 360 Annual Maintenance 01.24	\$1,195.00
Global Montello Group	Diesel Fuel 12.23	\$1,256.49
Home Depot	Bags of Sakrete; Supplies for Building 12.23	\$121.45
ICC,CDS.	Cloud Muncity-Annual 01.24	\$4,900.00
League of Women Voters PW-M	State of the Town Address 01.24	\$90.00
Leventhal, Mullaney & Blinkoff	Monthly Retainer for October 2023 & January 2024	\$13,750.00
LIVCTA	Attendance at Election Workshop 01.24	\$35.00
Metropolitan Life Insurance Company	Dental Insurance 01.24	\$716.82
National Grid	Gas Service 12.23	\$897.81
Nassau Suffolk Court Clerk's Associa	Annual Membership Renewal 01.24	\$25.00
New York Fire Service Inc.	Project Mobilization & Prep 12.23	\$2,500.00
Office of the State Comptroller	Justice Court Fines & Fees - 11.23	\$244.00
Optimum	Optimum Services 12.23	\$154.22
P3 Cost Analysts	Telecom Savings 12.23	\$22.90
Pitney Bowes	Quarterly Lease of Postal Meter 01.24	\$240.45
PSEGLI	Electric for Village Park 12.23	\$30.23
PSEGLI	Electric Supply for Village 01.24	\$1,705.72
Purchase Power	Addition of Monies to Postal Meter 12.23	\$352.00
Ready Refresh	Water Supply 12.23	\$207.06

Roslyn Car Care	Repair to 2011 Ford F250 12.23	\$1,543.23
SHL Engineering, P.C.	Engineering Services 08.23	\$6,022.50
Staples	Office Supplies 12.23	\$622.18
Sourcepass	Replacement of Switch/Cable 12.23	\$3,293.97
T-Mobile	Phones/Tablets/Service 12.23	\$106.33
The Art of Landscaping	Tree Permit(12) & Landscape Plan (3) Approval-12.23	\$900.00
Trius Inc	Repair to Sweeper & 2020 Kenworth Truck 12.23	\$3,080.53
Verizon	High Speed Internet 12.23	\$108.99

***CHECKS TO BE ISSUED**

\$43,841.78

\$134,423.06

TOTAL ABSTRACT

\$178,264.84

To the Treasurer of the above Village:

The above listed claims have been presented to the Board of Trustees of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay each of the listed claimant the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor of the above Village this 8th day of January 2024.

Mayor Randall Rosenbaum

**RESOLUTION NO. 01 – January 8, 2024
ANNOUNCING THE POLLING PLACE AND TIME FOR THE
TUESDAY, MARCH 19, 2024 GENERAL VILLAGE ELECTION**

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

WHEREAS, pursuant to Article 15 section 15-104 of the New York State Election Law the Board of Trustees of the Village of Flower Hill, is required to adopt a resolution setting forth information about the General Election;

WHEREAS, the Resolution must be adopted at least sixty (60) days prior to the General and Special Village Election;

WHEREAS, the General Election for the Village of Flower Hill will be held on Tuesday, March 19, 2024;

NOW THEREFORE, be it RESOLVED, that the polling place for the March 19, 2024 General Village election shall be the Village Hall, located at 1 Bonnie Heights Road, Manhasset, New York; and be it further

RESOLVED, that the polling place shall be open from 6:00 am to 9:00 pm; and be it further

RESOLVED, that at least ten days prior to the election the Village Clerk shall publish, a notice which shall state:

(1) the polling place;

(2) the hours during which the polls shall be open; and

(3) the names and addresses of all those who have been duly nominated in accordance with the provisions of this chapter for village office by certificate or petition of nomination duly filed with the village clerk and the office and term of such office for which they have been so nominated; and be it further

RESOLVED, that in addition to such publication, a copy of such notice shall be posted in at least six conspicuous public places within the village and at each polling place at least one day before the village election.

The Board was polled as follows:

2023
\$375,716
✓ 9%
\$34,550

FIRE PROTECTION CONTRACT

AGREEMENT made as of the 1st day of January, 2024, by and between the INCORPORATED VILLAGE OF FLOWER HILL, in the Town of North Hempstead, County of Nassau, State of New York (hereinafter referred to as the "VILLAGE"), and the ROSLYN FIRE COMPANIES, consisting of RESCUE HOOK AND LADDER COMPANY NO.1, of Roslyn, County of Nassau, State of New York, and ROSLYN HIGHLANDS HOOK AND LADDER, ENGINE AND HOSE COMPANY, of Roslyn Heights, County of Nassau, State of New York (hereinafter referred to as the "FIRE COMPANIES").

WITNESSETH:

WHEREAS, the VILLAGE is desirous of providing fire protection to the inhabitants and residents within the geographical territory of the VILLAGE; and

WHEREAS, the FIRE COMPANIES are fire corporations duly incorporated under the laws of the State of New York and are presently operating within the geographical territory of the VILLAGE and the geographical territory adjoining the VILLAGE wherein they furnish fire protection; and

WHEREAS, the FIRE COMPANIES are duly authorized to provide fire protection to the VILLAGE.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the parties hereto agree as follows:

1. **SERVICES.**

(a) The FIRE COMPANIES shall, within the geographical territory of the VILLAGE, at all times during the term of this Agreement, answer, respond and

attend all calls for assistance at any conflagration, fire, accident, or calamity requiring the services of the FIRE COMPANIES, at the request of the VILLAGE or by or on behalf of any inhabitant or resident of the VILLAGE. The FIRE COMPANIES shall have the right to summon aid under a recognized mutual aid plan when engaged in any fire or emergency within such area, and may provide for coverage under such recognized mutual aid plan.

(b) In addition to the services described above, RESCUE HOOK AND LADDER COMPANY NO.1 will provide emergency ambulance service (as that term is defined by the General Municipal Law) within the VILLAGE. Such service shall consist of basic life support service, and such service shall be provided in addition to, and not in lieu of, services now provided to the VILLAGE and its residents by the County of Nassau. The VILLAGE acknowledges that the FIRE COMPANIES emergency medical services may be unavailable at times due to high demand, emergencies or other unforeseen circumstances either within or outside of the VILLAGE. In that event, the FIRE COMPANIES will contact other ambulance service(s) as “backup providers” to respond.

(c) The FIRE COMPANIES shall respond to each fire call with such equipment as in the opinion of the officers of each Fire Company is deemed necessary, and with such number of volunteer firemen as may be deemed necessary, in the exercise of the judgment of said FIRE COMPANIES to extinguish the fires to which it is summoned.

2. TERM.

This Agreement shall continue and be in full force and effect for a period of one (1) year commencing on January 1, 2024, and terminating on December

31, 2024, unless it shall be sooner terminated, pursuant to the terms and conditions contained herein.

3. COMPENSATION.

(a) In consideration of the furnishing of the services as aforesaid, and the use of the apparatus of and by the FIRE COMPANIES, the VILLAGE shall pay to the FIRE COMPANIES the total sum of THREE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SIXTY-SIX (\$341,166.00) DOLLARS, by paying by separate check the sum of ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FIFTY-SIX (\$172,456.00) DOLLARS to RESCUE HOOK AND LADDER COMPANY NO.1, and by paying by separate check the sum of ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED TEN (\$168,710.00) DOLLARS to ROSLYN HIGHLANDS HOOK AND LADDER, ENGINE AND HOSE COMPANY.

(b) The compensation, as provided herein, shall be paid by the VILLAGE to each of the FIRE COMPANIES in two (2) equal installments with the first payment to be made on or before March 17, 2024, and the second payment to be made on or before September 15, 2024.

(c) In the event the VILLAGE fails to make any payment as provided herein, this Agreement, together with the obligations of the FIRE COMPANIES hereunder, may be terminated as provided in Section 6 below.

(d) The VILLAGE shall also pay its proportionate share of the cost of the Length of Service Awards Program previously enacted pursuant to Article II-A of the General Municipal Law. Such payment shall be made as directed by the LOSAP Municipal Sponsoring Board.

4. EQUIPMENT AND APPARATUS.

The FIRE COMPANIES hereby represent that they have adequate equipment, apparatus and facilities to furnish the services aforesaid and that all necessary equipment, apparatus and facilities shall be utilized in the performance of the services as contemplated by this Agreement. In the event a tournament or other public celebration in which the FIRE COMPANIES participate is held, it is understood and agreed that sufficient apparatus will remain at the headquarters with personnel to be available to respond to calls for assistance during the holding of the tournament or other public celebration.

5. INSURANCE.

The FIRE COMPANIES shall provide and maintain, throughout the term of this Agreement, general liability, automobile liability, errors and omissions liability (a/k/a management liability), medical malpractice liability and liquor law liability (if applicable) and excess/umbrella liability for a combined limit of Eleven Million (\$11,000,000.00) Dollars per occurrence and policy aggregate. This limit can be made up using primary and umbrella/excess policies. (See Rider) The VILLAGE shall be named as an additional insured on such insurance policy or policies.

6. TERMINATION.

This Agreement may be terminated by either party upon (60) days' prior written notice, at any time during the term hereof, if either party has failed to meet its obligations hereunder. Said notice shall be served personally or by registered or certified mail, return receipt requested, and, if given by the VILLAGE, shall be served upon an officer of each of the FIRE COMPANIES, or, if given by the FIRE

COMPANIES, shall be served upon the Clerk of the VILLAGE. In the event of termination, any and all compensation due hereunder shall be prorated, based upon the period during which the Agreement was in full force and effect.

7. RESPONSIBILITIES.

The individuals signing this Agreement on behalf of the several parties hereto are acting solely in their representative capacities, and none of them shall be personally responsible for the performance of any of the obligations hereunder.

8. DISCRIMINATION.

The FIRE COMPANIES represent that they have not and shall not discriminate against the admission of prospective volunteer members to their organization because of race, creed, color, religion, disability, national origin, sex, sexual preference or marital status of any individual or because of any other legally protected category.

9. BUDGET PROCESS.

(a) The FIRE COMPANIES shall present their proposed 2025 budget to the VILLAGE no later than November 1, 2024. The proposed budget shall indicate, by each and every budget category and sub-category, amounts for the prior year, present year, expenditures to date in the present year and the proposed year.

(b) Not later than thirty (30) days following such presentation in every year, a Budget Advisory Committee shall be convened by the FIRE COMPANIES, consisting of the municipalities to which the FIRE COMPANIES are then providing fire protection services on a contract basis. The VILLAGE shall be invited to participate in the Budget Advisory Committee and shall be permitted to

designate such representative or representatives thereto as it deems appropriate. Subsequent to the initial meeting of the Budget Advisory Committee, the FIRE COMPANIES shall convene such additional meetings as the members of the Budget Advisory Committee deem appropriate. The FIRE COMPANIES shall, with due diligence and in good faith, respond to all reasonable requests for information and documentation from the Budget Advisory Committee and shall assign such officers, personnel and support staff to attend and participate in the meetings of the Budget Advisory Committee as may be necessary and appropriate to fulfill the obligations of the FIRE COMPANIES under this paragraph.

(c) In any event, and notwithstanding the meetings of the Budget Advisory Committee, there shall be a formal budget presentation/review meeting convened by the FIRE COMPANIES, to which the VILLAGE shall be invited. In connection with such presentation/meeting, the FIRE COMPANIES shall assign such officers, personnel and support staff (including the certified public accountant engaged for the purpose set forth in paragraph 11 hereof then employed by the FIRE COMPANIES) as may be necessary and appropriate to conduct such proceedings.

10. ACCESS TO BOOKS AND RECORDS.

In order to promote an atmosphere of openness, cooperation and full exchange of information in respect to the fiscal policies and practices of the FIRE COMPANIES, the FIRE COMPANIES shall, upon reasonable notice of request for same by the LOSAP Municipal Sponsoring Board and the Village, provide full access in respect to all financial books, records and documents of the FIRE COMPANIES reasonably necessary to evaluate the budgets of the FIRE COMPANIES from year to

year. Such financial books, records and documents shall be produced within a commercially reasonable period of time following any such request. This paragraph specifically excludes funds separately raised by the FIRE COMPANIES (i.e. subscription funds) that are utilized for benevolent purposes and which do not constitute any portion of the budget of the FIRE COMPANIES.

11. CERTIFIED FINANCIAL STATEMENT.

Not later than November 1, 2024, a certified financial statement for the 2023 budget year shall be presented to the VILLAGE setting forth the results of operations, including the income, expenditures and funds of the FIRE COMPANIES.

12. ENTIRETY.

This Agreement contains and constitutes the entire understanding and agreement between the FIRE COMPANIES and the VILLAGE with respect to the matters that are the subject of this Agreement. It supersedes and cancels all prior negotiations, agreements, commitments, communications and understandings, whether written or oral, between the FIRE COMPANIES and the VILLAGE. This Agreement cannot be altered or amended except in a writing signed by both parties hereto.

13. CONTROLLING LAW.

This Agreement shall be controlled by and construed in accordance with the laws of the State of New York.

14. AUTHORITY.

The parties hereto mutually represent that the execution of this Agreement by the individuals signing the same has been done with full approval and

authority of the Board of Trustees on behalf of the VILLAGE, and the Trustees or Board of Directors on behalf of the FIRE COMPANIES, and that each party has full legal authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

INCORPORATED VILLAGE OF FLOWER HILL

By _____
Mayor

RESCUE HOOK AND LADDER COMPANY NO. 1

By _____

By _____

By _____

ROSLYN HIGHLANDS HOOK AND LADDER
ENGINE AND HOSE COMPANY

By _____

By _____

By _____

RIDER TO FIRE PROTECTION CONTRACT

CONTRACT DATE January 1, 2024
VILLAGE: VILLAGE OF FLOWER HILL
COMPANY: ROSLYN FIRE COMPANIES

FIRST: CONTRACTS. Nothing herein contained shall in any way be construed to limit or restrict the VILLAGE, under the laws of the State of New York or otherwise, to contract with other parties, governmental or private, for any services hereunder provided.

SECOND: INDEMNIFICATION. Notwithstanding the obligation of the FIRE COMPANIES hereunder to provide and maintain insurance, the FIRE COMPANIES shall also save, hold harmless and indemnify the VILLAGE, its agents, servants and employees, from any and all actions, claims, suits, reasonable attorneys' fees and damages of any kind arising from the services rendered by the FIRE COMPANIES hereunder excluding any claims that arise as a result of any act or omission by the VILLAGE or its agents, servants or employees. The FIRE COMPANIES hereby further agree to save, hold harmless and indemnify the VILLAGE from any damages, losses or expenses, including reasonable attorneys' fees, for which the VILLAGE may be liable or answerable by reason of the FIRE COMPANIES' failure to perform hereunder.

THIRD: TAX CERTIORARI REDUCTIONS. Where the VILLAGE shall be required to reduce the assessed value of any parcel of real property within the VILLAGE as a result of a proceeding against the VILLAGE under Article 7 of the Real Property Tax Law of the State of New York, regardless whether the reduction is obtained by Court order or by settlement, the amount of the reduction shall be subtracted from the

number used by the FIRE DEPARTMENT as the total assessed value for all properties within the portion of the VILLAGE serviced by the FIRE DEPARTMENT, upon which number the FIRE DEPARTMENT makes its computation of the percentage of the total assessed valuation of the contract area that is applied to the VILLAGE. For the purpose of computing VILLAGE assessed valuation for application to the FIRE DEPARTMENT'S budget for the ensuing year, the VILLAGE shall advise the FIRE DEPARTMENT of such VILLAGE reductions as may have obtained, or as may still be in effect, on or before the 30th day of September in each year, which sum shall be subtracted from the total assessed value for the VILLAGE as taken from the Nassau County Assessment Rolls. Immediately after the FIRE DEPARTMENT budget is adopted in each contract year, the FIRE DEPARTMENT shall provide the VILLAGE with a schedule containing the numerical values used by the FIRE DEPARTMENT as the total assessed value 1) for the entire contract area, 2) for each geographical unit or area within the contract area, and 3) for the VILLAGE, which are used to compute the portion of the total FIRE DEPARTMENT budget to be applied to the VILLAGE.

FOURTH: INSURANCE. To the extent not included under paragraph "5" of the contract the following shall also be required:

FIRE COMPANIES shall maintain at a minimum, throughout the term of this Agreement, the following giving evidence of same to the INCORPORATED VILLAGE OF FLOWER HILL in the form of **Certificates of Insurance, copy of the General Liability Declaration Page, copy of the Additional Insured Endorsement** and provide thirty (30) days' notice of cancellation, non-renewal or material change. The Village will have the right to withhold

payment until such time as such certificates are delivered to the Village if the FIRE COMPANIES if said certificate is not provided in a timely manner. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipality's discretion. The insurance carrier must have an AM Best Rating of at least A- IX. All subcontractors must adhere to Worker's Compensation and NYS Disability, Commercial General Liability, Umbrella Liability and Auto Liability as specified below.

I a. WORKER'S COMPENSATION for employees

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employers' liability - unlimited

II. COMMERCIAL GENERAL LIABILITY including Professional Health Care Liability

Coverage	Occurrence - 1988 ISO or equivalent	
Limits	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one Fire)	\$1,000,000
	Medical Expense (Any one Person)	\$ 5,000
Extensions	Volunteers/Employees additional insureds Fellow Member Liability Medical Malpractice Liability including "Good Samaritan" Liability Intentional Acts Pollution Liability Liquor Law Liability (if a charge is made for alcohol) Contractual Liability extending to Hold Harmless/Indemnification	

Additional Insured

Inc. Village of Flower Hill and all appointed and elected officials, employees and volunteers using ISO form CG2026 or equivalent

III. AUTOMOBILE INSURANCE

Coverage

Standard New York policy

Limits

Minimum Limit - \$1,000,000 CSL

Additional Insured

Inc. Village of Flower Hill and all appointed and elected officials, employees and volunteers

Extensions

Volunteers as Additional Insured
Fellow Member Liability
Commandeered Automobiles
Mutual Aid (Minimum Limit \$1,000,000)

IV. ERRORS AND OMISSIONS / MANAGEMENT LIABILITY

Coverage

Claims Made Acceptable

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

V. Cyber Liability:

Liability

\$1,000,000

Privacy Crisis Management Expense - \$50,000

VI. UMBRELLA LIABILITY – Excess Liability

Coverage

Umbrella or Excess Form providing follow form excess of all primary liability coverages

Minimum Limit

\$10,000,000 occurrence; \$20,000,000 Aggregate

Additional Insured

Inc. Village of Flower Hill and all appointed and elected officials, employees and volunteers