

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	MOONEY, RICHARD	800.00
1	C	SCANLON, KIMBERLY	1,606.42
1	C	DEPARTMENT OF AGRICULTURE & MARKETS	12.00
1	C	RYAN, BRENNAN & DONNELLY LLP	12,405.00
1	W	SIGNAL SYSTEMS,INC-TIME CLOCKS USA	427.00
1	C	NATIONAL GRID	278.79
1	C	ARNONE, STEVEN	329.54
1	C	NATIONAL GRID	286.46
1	C	NATIONAL GRID	324.13
1	C	NATIONAL GRID	2,878.24
1	C	NATIONAL GRID	247.17
1	C	NATIONAL GRID	242.64
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	593,606.83
1	C	A T & T	53.48
1	C	AD MANUFACTURING CO., INC.	219.00
1	C	ALBERTSON ELECTRIC	600.00
1	C	ALILIONIS, HENRY	1,300.00
1	C	AMAZON CAPITAL SERVICES	217.58
1	C	AMERICAN MEADOWS	24.87
1	C	AN EXCELSIOR ELEVATOR	537.19
1	C	ARLAND PRINTING	348.00
1	C	AT&T MOBILITY	3,283.04
1	C	ATLANTIC TOMORROWS OFFICE	1,167.90
1	C	BALDWIN BUSINESS SYSTEMS, INC.	1,083.30
1	C	BEST HARDWARE & MILL SUPPLIES	255.03
1	C	BEVERIDGE & DIAMOND, P.C.	2,240.00
1	C	BIANCO BUILDING INSPECTORS ASSN. NASSAU COUNTY	300.00
1	C	BMB CONSULTING LLC	375.00
1	C	BOWEN AUTO ELECTRIC, INC.	850.80
1	C	BUILDERS FIRST SOURCE	572.80
1	C	CAPPY'S PAINT & WALLPAPER	133.09
1	C	CARL'S FENCE CO.	3,135.00
1	C	CAROL JAMES ACQUAVIVA	175.00
1	C	CLAIMS SERVICE BUREAU NY	1,042.12
1	C	COGAN MD, FREDRIC	170.00
1	C	CON-KEL LANDSCAPING	1,450.00
1	C	CONWAY, KEITH	750.00
1	C	CORELOGIC	3,865.86
1	C	CRONIN,CRONIN,HARRIS & O'BRIEN, PC	35,000.00
1	C	DELL SOFTWARE SOLUTIONS	14,021.18
1	C	DEVO & ASSOCIATES	2,002.05
1	C	DRUM INDUSTRIAL SALES CORP	1,351.55
1	C	EAGLE ASSOCIATES OF CAZENOVIA, LLC	12,260.00
1	C	EBERHARD-VOELLM NURSERIES, INC.	191.00
1	C	EMERGENCY RESPONDER PRODUCTS, LLC	369.91
1	C	ESSCO DISTRIBUTING, INC.	140.00
1	C	FASTENAL	297.28

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	FEDERAL EXPRESS	90.69
1	C	FIVE TOWNS TOTAL MEDICAL	700.41
1	C	FLEETPRIDE	27.66
1	C	FLORAL PARK HVAC CORP.	399.95
1	C	FUNDAMENTAL BUSINESS SERVICE, INC.	12,488.85
1	C	GALLS, LLC	2,429.23
1	C	GERSHOW RECYCLING	30.00
1	C	GLOBAL MONTELLO GROUP	4,959.90
1	C	GOLDMAN BROS. INDUSTRIAL SUPPLY CO.	24,692.40
1	C	GRADE A PETROLEUM CORP.	90.68
1	C	GRANITE TELECOMMUNICATIONS	258.42
1	C	GREEN, JAMES	387.97
1	C	HEARNE PEST CONTROL, INC.	1,005.00
1	C	L.I. SANITATION EQUIPMENT CO.	1,500.00
1	C	LUGER, GILBERT	75.00
1	C	MAYO, DEAN	103.41
1	C	MCCABE, COLLINS, MC GEOUGH, FOWLER, LEVINE & NOGAN, LLP	755.00
1	C	MERIT SIGNS & PRINTING	30.00
1	C	MEYFOHRT, KYLE	212.50
1	C	MOONEY, RICHARD	800.00
1	C	MULLEN, MARC	750.00
1	C	MULTI-MEDIA COMMUNICATIONS	1,345.95
1	C	MURPHY & LYNCH, P.C.	6,000.00
1	C	MURPHY, CATHERINE P.	525.00
1	C	NASSAU COUNTY MAGISTRATES	180.00
1	C	NEVILLE FLEET SERVICE	12,542.71
1	C	NEW HORIZON COMMUNICATIONS	383.27
1	C	OMNI RECYCLING OF WESTBURY, INC.	6,543.99
1	C	OPTIMUM	439.85
1	C	PARTS AUTHORITY	1,564.98
1	C	PATRIOT RECYCLING LLC	985.20
1	C	PERFECT SEAL, INC.	2,100.00
1	C	PHOENIX UPHOLSTERY	2,050.00
1	C	PSEG LONG ISLAND	15,063.97
1	C	QUADIENT LEASING USA, INC	33.00
1	C	RAPID ARMORED CORPORATION	291.04
1	C	READYFRESH BY NESTLE	307.81
1	C	ROADWORK AHEAD, INC.	20,007.50
1	C	SAWICKI, JOSEPH	1,258.38
1	C	SCANLON, KIMBERLY	1,606.42
1	C	SHERWIN-WILLIAMS	142.07
1	C	SKINNON & FABER	10,000.00
1	C	SOUTH SHORE FIRE & SAFETY EQUIPMENT DISTRIBUTORS INC	11,491.20
1	C	SPELLMAN GIBBONS POLIZZI TRUNCALE & TRENTACOSTE, LLP	8,343.50
1	C	SPRAGUE OPERATING RESOURCES LLC	7,052.50
1	C	STAPLES CONTRACT & COMMERCIAL	460.71
1	C	SUNRISE TRUCK PARTS INC.	1,918.77

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	SYOSSET TRUCK SALES, INC.	1,805.42
1	C	TANGREDI, MICHAEL	1,697.16
1	C	TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION	58,761.56
1	C	TOWN OF ISLIP	1,800.00
1	C	UNIFIRST CORPORATION	1,652.78
1	C	VERIZON	693.61
1	C	VERIZON	4,037.82
1	C	VERIZON WIRELESS	1,055.49
1	C	WALSH, ARTHUR T.	500.00
1	C	WATER AUTHORITY OF WESTERN NASSAU COUNTY	811.30
Total General			940,466.28
2	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	287.23
2	W	GENERAL FUND	56,300.00
2	C	AMAZON CAPITAL SERVICES	168.55
2	C	NJ MC CANN PLUMBING & HEATING	455.00
2	C	VERIZON	40.00
Total Pool			57,250.78
8	W	JOHNSON CONTROLS, INC	228,817.95
8	C	RDA LANDSCAPE ARCHITECTURE, PC	1,350.00
8	C	DVIRKA & BARTILUCCI ENGINEERS AND ARCHITECTS, P.C.	35,886.45
8	C	DVIRKA & BARTILUCCI ENGINEERS AND ARCHITECTS, P.C.	2,806.48
Total Capital			268,860.88
Total Register			1,266,577.94

INCORPORATED VILLAGE OF FLORAL PARK
Board of Trustees Minutes
Tuesday, May 7, 2024 8:00 pm
Village Hall Courtroom

Join Zoom Meeting

<https://us02web.zoom.us/j/81083645949?pwd=ODNrRTBqck1XeXcvUGo2Q0ltUjc4QT09>

Meeting ID: 810 8364 5949

Passcode: 428338

Dial +1 646 558 8656 US (New York)

Mayor Fitzgerald opened the Regular Meeting of the Board of Trustees at 8:00 PM and led all in the Pledge of Allegiance.

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerry Bambrick, Village Clerk Joseph E. O’Grady, Deputy Village Clerk Lara Verbanac, Village Attorney John Ryan, Superintendent of Buildings Renee Marcus, Police Commissioner Steven McAllister and Superintendent of Public Works Kevin Ginnane.

Prior to the start of the regular meeting, Mayor Fitzgerald swore in Joseph E. O’Grady, as the new Village Clerk.

Mayor Fitzgerald announced that prior to moving the agenda, the residents have the opportunity to make comments or ask questions on items that are on the agenda only. There being none, he asked Village Clerk to move the agenda as follows:

On motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Board approved the Regular Board of Trustees Meeting minutes held on April 16, 2024 and the Board of Trustee Work Session minutes held on April 25, 2024.

Trustee Chiara offered **Resolution No. 2024-94** to approve the Schedule of Accounts Payable as follows:

General Fund	\$ 1,522,947.67
Pool Fund	\$ 472.81
Capital Fund	\$ 21,906.44
Grand Total	\$ 1,545,326.92

The Resolution was seconded by Trustee Stewart and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Stewart offered **Resolution No. 2024-95** to authorize the payment of unused earned accruals of Susan Walsh who retired as Village Clerk on 04/26/2024 as follows:

26.5 Vacation Days @ daily rate of \$498.6	\$ 13,212.90
65% of 200 sick days = 130 days @ \$498.6	\$ 64,818.00
2 Floating Holidays @ \$498.60	\$ 997.20
4 Personal Days @ \$498.60	\$ 1,994.40
Total:	\$ 81,022.50

The Resolution was seconded by Trustee Longobardi and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Longobardi offered **Resolution No. 2024-96** to authorize the payment of unused earned accruals of Karyne Calamari who retired as a Court Clerk on 04/26/2024 as follows:

16 Vacation Days @ daily rate of \$254.64	\$ 4,074.24
60% of 4.75 sick hours = 2.85hrs @ \$36.38	\$ 103.69

2 Personal Days @ \$254.64 \$ 509.28
 Total: \$ 4,687.21

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

Trustee Pombonyo - Aye
 Trustee Chiara - Aye
 Trustee Stewart - Aye
 Trustee Longobardi - Aye
 Mayor Fitzgerald - Aye

Trustee Pombonyo offered the following resolutions authorizing personnel salary increases:

- a. **Resolution No. 2024-97** to authorize salary increases effective immediately for the following exempt employees:

Personnel	Proposed
BOVE	\$91,854
DOLAN	\$63,000
FOWLER	\$57,710
LANGONE	\$94,532
SARTINI	\$78,403
DERBY	\$92,000
EREN	\$110,271
MCALLISTER, JOAN	\$85,000
MEYFOHRT	\$116,223
VERBANAC	\$69,500

- b. **Resolution No. 2024-98** to authorize a salary increase of Deputy Treasurer Steven Arnone to \$105,000 effective immediately to reflect the assumption of additional duties and responsibilities.

- c. **Resolution No. 2024-99** to authorize merit increases to certain CSEA Rank and File Unit Members Pursuant to Article XII, Section 5 of the Collective Bargaining Agreement between the Village and the CSEA Rank and File Unit of the Village, as follows:

Name	Title	Current Grade and Step	New Grade and Step	Proposed Salary
Kathy Guidal	Librarian I	20/11	20/12	\$81,330
Beale Reese	MEO	17/1	17/2	\$48,630
Joe Romano	Library Clerk	13/off	13/off	\$54,271

The Resolution was seconded by Trustee Chiara and adopted on roll call as follows:

Trustee Pombonyo - Aye
 Trustee Chiara - Aye
 Trustee Stewart - Aye
 Trustee Longobardi - Aye
 Mayor Fitzgerald - Aye

Trustee Chiara offered **Resolution No. 2024-100** to authorize the refund payment of \$65.00 to Pia Loftus due to rescheduling of the Pickle Ball class.

The Resolution was seconded by Trustee Stewart and adopted on roll call as follows:

Trustee Pombonyo - Aye
 Trustee Chiara - Aye
 Trustee Stewart - Aye
 Trustee Longobardi - Aye
 Mayor Fitzgerald - Aye

Trustee Stewart offered **Resolution No. 2024-101** authorizing the Village to enter into the following Agreements / Contracts:

- a. The Water Authority of Western Nassau County in which the water authority will temporarily restore road work on all roads impacted by the WAWNC Water Main Replacement Project in Floral Park due to their proposed work in 2024 with the understanding that the Village will be responsible to restore these roads (mill and pave) and WAWNC will provide a check in the amount of \$355,000

made payable to the Village of Floral Park for such work and authorize Mayor or Village Administrator to sign said contract; and

- b. GovPlanet to provide services related to the auctioning of surplus vehicles and equipment and authorize the Mayor or Village Administrator to sign said agreement; and
- c. Floral Park – Bellerose School District and the Village Floral Park to provide police personnel to attend and monitor the School District’s election on May 21 2024 and authorize the Mayor or Village Administrator to sign said agreement;

The Resolution was seconded by Trustee Longobardi and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

On a motion by Trustee Longobardi, seconded by Trustee Pombonyo and carried unanimously, the Board approved the following block party application in accordance with Section 32-12D of the Village Code and if applies, a certificate of insurance and sound device permit fee:

On	Between	Date
Hickory Street	Cedar Place & Cherry Street	Sat 6/15/2024(RD 6/16/24)
Whitney Ave	Lowell Ave & 87 th Ave	Sat. 6/1/2024 (RD 6/2/24)

Trustee Pombonyo offered the following resolutions authorizing tax certiorari settlements:

- a. **Resolution No. 2024-102** to approve the tax certiorari settlement of John and Mary Glynn. for property located at 20 Adelaide Street known as Section 32, Block 50 and Lots 11 in the lump sum amount of \$8,000.00 for tax years 2012/2013 through 2018/19;
- b. **Resolution No. 2024-103** to approve the tax certiorari settlement of Raymond M. Ganim for property located at 219 Jericho Turnpike known as Section 8 Block 57 and Lots 11-16 in the lump sum amount of \$15,000 for tax years 2014/15 through 2016/17;
- c. **Resolution No. 2024-104** to approve the tax certiorari settlement of Inter-City Van Buren LLC. for property located at 22 Van Buren Ave. known as Section 32, Block 57 and Lot 485 in the lump sum amount of \$12,000 for tax years 2014/15 through 2020/21;

The Resolution was seconded by Trustee Chiara and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

On a motion by Trustee Stewart, seconded by Trustee Longobardi and carried unanimously, the Board approved the use of public facilities subject to receipt of certificate of insurance and sound device permit fee, if applies, as follows:

- Floral Park Bellerose School Olympic Day Parade on Wednesday, June 5, 2024 (RD: 6/6/24)
- Covert Avenue Chamber of Commerce to use Covert Avenue for the Covert Avenue Street Fair on October 5, 2024 (RD: 10/19/24)
- Floral Park Memorial High School Homecoming Parade on Saturday 9/21/2024 at 11:00 AM.
- Knights of Columbus request to close Elizabeth Street from South Tyson to the Knights garage, to hold their Sunflower Fest on July 14, 2024 from 2 PM to 8 PM.

Trustee Longobardi offered **Resolution No. 2024-105** authorizing the following budget transfers for 4 Village Studio, Building Department, Department of Public Works and the Recreation Department:

4 Village Studio

Amount	From		To		Amount
\$6,000.00	001-8990-0200	Equipment	001-8990-0455	Repairs	\$2000.00
			001-8990-0480	Training	\$4000.00

\$6,000.00	Total	Total	\$6,000.00
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Fire Department

Amount	From		To		Amount
\$1800.00	001.3410.0205	Fire Hose	001.3410.0404	Stationary & Printing	\$1800.00
\$10,000.00	001.3410.0407	Medical Supplies	001.3410.0418	Telephone and Internet	\$10,000.00
\$10,000.00	001.3410.0411	Supplies-Other	001.3410.0418	Telephone and Internet	\$10,000.00
\$3,000.00	001.3410.0415	Fire Prevention	001.3410.0418	Telephone and Internet	\$3,000.00
\$7,000.00	001.3410.0421	Fire Dept. Contract & Maintenance Agreements	001.3410.0418	Telephone and Internet	\$7,000.00
\$2,500.00	001.3410.0436	Fire Dept. Contractual Expense	001.3410.0460	Repair to Truck and Auto	\$2,500.00
\$5000.00	001.3410.0455	Repairs to Equipment	001.3410.0460	Repair to Truck and Auto	\$5000.00
\$5,000.00	001.3410.0480	Conference and Association	001.3410.0460	Repair to Truck and Auto	\$5,000.00
\$150.00	001.3410.0208	Gear	001.3410.0461	Repair & Maintenance to Radio's	\$150.00
\$44,450.00	Total		Total		\$44,450.00

Building Department

Amount	From		To		Amount
\$4,000.00	001-3620-0404	Stationary, Printing	001-3620-0430	Professional Services	\$8,000.00
\$4,000.00	001-8010-0434	Legal Fees - Zoning			
\$8,000.00	Total		Total		\$8,000.00

Department of Public Works

Amount	From		To		Amount
\$4,000.00	8170.0455	Repairs to Equipment	8540.0435	Contracted Services	\$4000.00
\$4,500.00	5182.0450	LTG Equipment Repair	5650.0460	Repairs to Auto	\$4,500.00
\$2,000.00	5110.0200	Equipment	5010.0460	Repairs to Auto	\$2000.00
\$2000.00	5010.0207	Uniforms	7110.0460	Repairs to Truck	\$2000.00
\$12,500	Total		Total		\$12,500

Recreation Center

Amount	FROM	TO	Amount
\$20,000	001.7140.0416 Electricity & Gas	001.7140.0405 Centennial Gardens	\$20,000

\$4,460	001.7140.0207 Uniforms	001.7140.0405 Centennial Gardens	\$4,460
\$3,000	001.7140.0403 Paint Supplies	001.7140.0405 Centennial Gardens	\$3,000
\$2,000	001.7310.0427 Youth ins fee	001.7140.0405 Centennial Gardens	\$2,000
\$1,000	001.7310.0102 Youth Per Sev OT	001.7140.0405 Centennial Gardens	\$1,000
\$750	001.7140.0200 Equipment	001.7140.0405 Centennial Gardens	\$750
\$530	001.7140.0452 Gen Main/Rep	001.7140.0405 Centennial Gardens	\$530
\$290	001.7140.0451 Field Maintenance	001.7140.0405 Centennial Gardens	\$290
\$66	001.7140.0450 Repair to Bldg	001.7140.0440 Planting & Spraying	\$66
\$2,463	001.7140.0450 Repair to Bldg	001.7140.0401 Gas & Oil	\$2,463
\$1,864	001.7140.0471 Postage	001.7140.0455 Rep to Equip	\$1,864
\$3,480	001.7140.0404 Stationary/printing	001.7140.0435 Contractual exp.	\$3,480
\$1,345	001.7310.0415 Youth Spec Act.	001.7140.0419 Water	\$1,345
\$236	001.7140.0471 Postage	001.7140.0415 Spec. Activities	\$236
\$135	001.7310.0415 Youth Spec Act.	001.7140.0415 Spec. Activities	\$135
\$41,619.00	Total	Total	\$41,619.00

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

Trustee Pombonyo - Aye
Trustee Chiara - Aye
Trustee Stewart - Aye
Trustee Longobardi - Aye
Mayor Fitzgerald - Aye

Deputy Mayor Lynn Pombonyo

Police Department

Thanks to all who participated in our Police Department's National Drug Take Back Day on Saturday, April 27th. Floral Park Lions Club President, Terry Whalen and her fellow Lions joined in and distributed informative Wellness literature and springtime flower and seed packets to all who took back their outdated and unused medications. In all, four large cartons were filled and returned to the Drug Enforcement Administration (DEA) for proper disposal. FPPD reminds all that you don't have to wait for Take Back Days to get rid of unwanted medications. You can return them to the FPPD lobby's disposal box at any time.

Using \$20,000 of \$45,000 in funding from the New York State Division of Criminal Justice Services, FPPD has purchased a new, smart Speed Alert Radar Message Sign. This sign displays the speed of each car as it passes the sign, typically causing drivers to take notice and adjust their speeds. Simultaneously, the device records the speed of each vehicle that passes, sending this data to the FPPD leadership, along with time and traffic volume data. It does not record license plates or identify vehicles. This data is monitored by FPPD and, when specific locations and periods of time report speeding or speeds that are greater than reasonable or prudent, directed patrols are assigned to those areas and summonses are issued in a data-driven manner. Thus far, the new sign has been used on Floral Blvd, Landau and Bryant Avenues, where speeding or driving at speeds that may be unsafe due to conditions has been reported.

Other directed patrols are now assigned to Jericho Turnpike in response to problematic and unsafe double parking on that busy thoroughfare. When visiting businesses, even for quick stops, double parking interrupts the flow of traffic and can cause accidents. FPPD asks for everyone's respect for our vehicle and traffic laws, other drivers and pedestrians.

Conservation Society (FPCS)

The Gardens are open 12-5 PM daily for all to admire the blossoming flowers, bushes and trees.

Monthly community Weed Outs are held on the first Saturday of every month. The Gardens have been lovingly cared for by our dedicated Conservation Society volunteers; Troop Leader Ms. Katy Wong and her Boy Scouts from Troop 4; Social Studies Teacher Mrs. Diane Ventura and students from Floral Park Memorial and Sewanhaka High Schools; and expert FPCS volunteer and retired Assistant Principal Mr. Sal Trentacoste along with the Chaminade High School student groups.

And, for the third straight year, our Centennial Gardens and Bird Sanctuary has been nominated as the Best of Nassau County Public Garden. Let's all vote for our Gardens to make it three years in a row. Vote at: theisland360.com/contest2024. Then click on Arts & Entertainment, scroll down to Public Garden, and find our Centennial Gardens. You may vote over and over again until May 24th. We know that our Centennial Gardens and Bird Sanctuary is The Best of Nassau County!

Chambers of Commerce and Our Businesses

Our Floral Park and Covert Avenue Chambers of Commerce meetings are bursting with energy and ideas.

The Floral Park Chamber is focused on Friday evening, June 7th and the exciting Street Fair being planned along Tulip Avenue. The 2023 Street Fair, chaired by Bill Barry of Uptown Taco, was THE BEST. President Marie Grant, Chairman Bill, and our Floral Park Chamber businesses are inviting you all to come for a great time!

The Covert Avenue Chamber of Commerce was also energized by the crowd at their recent meeting. Tonight, this Board approved the Covert Avenue Chamber's October 5th daytime Street Fair, with a rain date of October 19th. Join President Rene Jorglewich and her Board, Cathy Grasman, Anne Musso and Nancy Millus for their big quarter-mile-long party!

All the Street Fair details to follow.

In the meantime, we are proud to announce that the Floral Park Chamber has been nominated as the Best Chamber of Commerce of Nassau County by Blank Slate Media/the Herald Courier newspaper. To win, our Floral Park Chamber needs your votes. Vote at: theisland360.com/contest2024. Then click on Services, scroll down to Chamber of Commerce and find our Floral Park Chamber. You may vote over and over again until May 24th. Let everyone in Nassau County know about our wonderful Floral Park Chamber of Commerce!

And are you enjoying the Spring? Then, you will enjoy it even more when you SHOP, DINE & CELEBRATE LOCAL in Floral Park and Stewart Manor for Mother's Day! Wishing a BEST DAY to all the very special Moms in our lives!

Trustee Frank Chiara

Fire Department

On Friday April 26th, the Floral Park Fire Department held their Annual Fire Department Installation Dinner. All of the new Chiefs were sworn in along with all the company officers. Chief Hamerman gave his final remarks as the outgoing Chief and welcomed in the new Chief of Department, Salvatore Arrigo. It was a relaxing fun filled evening for our well deserving Volunteer Fire Department members and their families. On Wednesday, May 8, 2024 at the Annual Meeting of the Nassau County Fire Commission, Floral Parks Volunteer Fire Fighter Frank Wakely Jr., was elected as the new Chairman of the Fire Commission. Prior to becoming the Chairman, Frank has served as the secretary for the commission and has been a volunteer for the Village for 43 years. He is a second-generation Firefighter and an Ex-Chief of the Department. Frank has followed in the footsteps of his father, Frank Wakely Sr., who served as a volunteer for over 50 years. Not only is he well respected within the Floral Park Fire Department but also has the respect throughout Nassau County.

The Fire Commission's mission is to protect the lives and property of the public. They serve to reduce the risk of fires and keep our county's firefighters safe. They act as a liaison between the Nassau County Fire Service and the County Government.

Congratulations and best of luck to Frank in his new position and Thank You for your years of service to our community and to all of Nassau County.

Library

The Friends of the Library recently held two fundraiser events to support our local Library. One was the Bingo Designer Bag night and the other the Annual Library Lawn Sale. Both events were a great success and raised funds which will be used towards projects in our Library. A special Thank You to the Friends of the Library who devote so much time and effort putting these events together. Also, a big Thank You to all who attended and supported these events.

The month of May has begun and there are lots of planned activities and events taking place at the Floral Park Library:

- On Friday May 10th, at 4:00 PM the library is hosting a Teen Community Service Event, grades 6-12. Community service credits will be given to all teens who come and help those in need by filling toiletry sized bottles with shampoo, conditioner and hand cream.
- On Saturday May 11th, at 12:00 PM the library will be hosting a Career Corner where you can schedule a free 30-minute career consult to discuss and review your resume and LinkedIn profile, prepare for an interview, and learn job search strategies.

Details on these and other scheduled events can be found on the Library's website at www.floralparklibrary.org

Please be aware that the Library will be closed on Sunday, May 12th for Mother's Day. Happy Mother's Day to all of our wonderful Mothers! Enjoy your day!

Don't forget to cast your votes for the Best Library of Nassau County. Blank Slate Media is conducting its 10th Annual Contest of "Best of Nassau County" for 2024. Our Village of Floral Park Library is up for its fourth year in a row to be voted "Best in Nassau County." To vote you can go on the Library's Website at www.floralparklibrary.org and click on the display banner to register your vote. You can also go to www.theisland360.com/contest2024 to cast your vote. You can vote daily, so please consider doing so.

Trustee Jennifer Stewart

4VS

Four Village Studio currently has openings for High School and College students to join our volunteer staff. The Studio has a long history of being a successful educational facility, offering career building knowledge and experience. Interested students from the area, aged 15 and over, should contact the Studio to set up an informational interview. Please email 4VS@4VS.org or call (516)326-1150 to schedule an appointment. To learn more about Four Village Studio, and to view the upcoming lineup of programming, please visit www.4VS.org.

DPW

The **Highway Department** has put down 15 tons of asphalt to repair various roadways throughout the Village. All Village roads were swept and aging street signs were replaced, including the Keith Fairben Street Sign at Holland Avenue and Jericho Turnpike, outside the Reliance Fire House. Outdoor dining has been set up in the Woodbine Parking Lot. Our crews did a great job preparing the Spooner Lot for the successful St. Baldrick's Day event that took place this past Saturday. And, old meter posts have been removed from the Caroline Place commuter parking lot. The **Sanitation Department** collected 60 tons of household waste, 12 tons of paper, 6 tons of plastic and glass, and 16 tons of bulk rubbish. The **Parks Department** has cut lawns and maintained all Village Parks. The crews have completed the beautification project at the Woodbine parking lot along Plainfield Avenue with new guard rails, Belgium Blocks and plantings.

Cultural Affairs

The Village has begun to plan for our summer concerts in Memorial Park. There will be something for everyone, so please keep an eye out for our summer schedule!

LIRR/MTA

Mayor Fitzgerald and I had a virtual meeting this afternoon with Nick Fasano, Assistant Director for the LIRR Government and Community Relations. We discussed the installation of a switch west of the station to east of the station which the LIRR believes will alleviate, to some degree, idling trains along the Hempstead Branch. This switch will allow trains to move between the main line track and the Hempstead track and reduce waiting times. Please continue to bring your concerns regarding the MTA/LIRR to the MTA at MTA.info.

I'd like to end by wishing all the moms a very Happy Mother's Day. There is no job that is as equally challenging as it is rewarding. Enjoy your day!

Trustee Michael Longobardi

Building Department

The IDA Public Hearing for the proposed development at the Covert Avenue Fire Property took place at Village Hall on Tuesday April 30th. The IDA decision is expected this month. Permits are issued and construction is expected to start on the new building shortly after the decision. Construction continues at the former Centennial Hall site. Projected timeline for the project is approximately 12 months.

The pedestrian walkway which will connect the Tulip Avenue intersection to the Spur Parking Lot is expected to start shortly. This walkway is partially funded by Nassau County. Structural repairs on the fire property at 266 Jericho Turnpike have been completed and interior re-construction has begun. We have a proposed Yoga/Wellness Spa coming to 22 Verbena Avenue. There will be a special use permit hearing regarding this new business at our next Board Meeting, Tuesday, May 21, 2024.

The next meeting of the Architectural Review Board will be Wednesday May 22, 2024. Among the applications is an expected re-submittal for the restaurant at 99 Covert Avenue showing the requested changes to the site plan. Please check the Village Website at fpvillage.org for more information. If you are planning any construction or renovations to your commercial or residential property, please reach out to the building department for help and guidance. They have a wealth of knowledge and information on building code requirements and safety factors, which are an extremely important part of any of your renovation or improvement undertaking.

Recreation and Pool

The Annual Summer 2024 Recreation Booklet is available online on the Village Website at fpvillage.org, in the lobby of the pool building, and has been posted on various social media pages. There is a QR code you can scan to have full access to the booklet. The pool building is now open from 9:00 AM to 7:00 PM Monday to Friday for information and registration. Tomorrow, Wednesday, May 8th the summer program registration will begin from 7:00 PM to 9:00 PM, then it will be ongoing each day after.

Among programs available for 2024 are:

- Three hours of fun at the park for ages 5-10 from 8:30 AM to 11:30 AM. The program will include indoor and outdoor games, sports, crafts, and water games.
- Girls Volleyball for grades 5-6 on Mondays and Wednesdays from 11:30 AM to 12:30 PM. Girls will learn the techniques and fundamentals of the games as well as play full games.
- Girls Volleyball League on Mondays and Wednesdays from 12:30 PM to 2:45 PM. Sign up as a team and play full games with rally scoring and refs officiating.

Please see the summer recreation booklet for all details. Applications for many of the activities and programs are also available on our website if you would like to complete an application prior to going to the pool building. Please go to fpvillage.org, click departments, then recreation, to download the application.

Opening day for our first swim is one month from tomorrow, June 8th at 12 noon. Our pool staff is hard at work cleaning and preparing the pool area for another great season ahead. We would like to remind all residents that a Floral Park Leisure Pass is required to use any park facilities and a membership application must be submitted to use the pool.

Little league is ongoing and there have been some exciting games this season already. If you have a free night, stop down the recreation center, sit with neighbors and enjoy watching our young residents play ball.

Town-Village Aircraft Safety & Noise Abatement Committee (TVASNAC)

The next meeting will be at 7:00 PM on Monday May 20, 2024 at Hempstead Town Hall, One Washington Street, Hempstead. If you want to make a noise complaint regarding air traffic, you can call 1-800-225-1071. You can also go to the Village website at fpvillage.org which has the links under the TVASNAC Noise Complaint Contact Information Page on our home page.

I would like to wish all our wonderful Moms a very Happy Mother's Day. Thank you for all you do. Enjoy a wonderful day with your families.

Mayor Kevin Fitzgerald

Tomorrow, Trustee Chiara and I will be attending the meeting with the Belmont Park Advisory Board where NYRA provides updates as to the ongoing demolition and hopefully the construction of the new Grand Stand.

Two weeks ago, the NYRA Director of Community Affairs was at the Northend Civic Association Meeting. I was not able to attend but I understand that he gave a great overview of what is happening at Belmont Park. He is looking forward to going to other civic meetings in the fall and as the project continues for the next two years to give our residents more updates. Besides our frequent updates please see the attached link from NYRA which will provide information and updates on the redevelopment of Belmont Park as it progresses: <https://www.nyra.com/belmont/>.

I'd like to thank Taylor Herzlich for joining us this evening and for continuing coverage of Floral Park in Blank Slate Media. We do appreciate that.

At 9:26 pm on motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Board closed the business meeting and opened to the public.

The Mayor re-opened the meeting for public session at 8:25 pm. At 8:28 pm Trustee Pombonyo motioned to go into Executive Session, seconded by Trustee Chiara and carried unanimously, the Board went into Executive Session.

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerry Bambrick, Village Clerk Joseph O'Grady, Village Attorney John Ryan, Supt. of Public Works Kevin Ginnane and Supt. of Buildings Renee Marcus.

The Board discussed personnel matters and litigation.

At 8:50 pm Trustee Stewart motioned to come out of Executive Session, seconded by Trustee Longobardi and carried unanimously. No action was taken.

At 8:55 discussions were held regarding merchant parking permits, future building renovations on Jericho Turnpike, construction at One Carnation Ave, the status of the Covert Avenue fire building and memorial gardens at the Centennial Gardens facility.

The meeting ended at 10:00 pm.

Joseph E. O'Grady
Village Clerk

DRAFT

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into as of May ___, 2024, by and between the Incorporated Village of Floral Park (“Village”), with its principal place of business located at 1 Floral Boulevard, Floral Park, NY, 11001 and Henry S. Alilionis (“Independent Contractor”), an individual residing at 101 Floral Boulevard, Floral Park, NY 11001.

WHEREAS, Independent Contractor is a New York State Certified Code Enforcement Officer, License No. 0613-0126.

WHEREAS, the Village desires to engage the services of Independent Contractor as a Code Enforcement Officer.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, Village and Independent Contractor agree as follows:

1. Engagement. The Village hereby engages the services of Independent Contractor and Independent Contractor agrees to provide the services described further herein.
2. Term and Termination.
 - 2.1 Term. The term of this Agreement shall be from May ___, 2024 through June 1, 2025 (the “Term”), unless earlier terminated as provided herein, or unless extended by mutual agreement expressed in a writing signed by both parties.
 - 2.2 Termination. Notwithstanding anything in this Agreement to the contrary:

2.2.1 The Term may be terminated by either party at any time without advance notice, upon a material breach by the other party of any of its or his obligations hereunder; and

2.2.2 The Term may be terminated without cause by either party upon three (3) days written notice to the other.

3. Services.

Independent Contractor shall perform the following services for the Village:

- Receive and respond to complaints regarding violations, inspect and enforce Village Property Maintenance Code, issue Notice of Violations and Summons' as required.
- Conduct field inspections in the Village of Floral Park of existing structures and ongoing construction activities to ensure compliance with all applicable Building Codes and Ordinances, including framing, electrical, plumbing, mechanical, gas, energy conservation, swimming pools, fences, zoning, and abatement of hazardous and dangerous building conditions and associated work.
- Respond to requests for Code interpretation and applications for permits from property owners, residents, and contractors in the field.
- Maintain daily field inspection reports, including completed inspections and post those results in the Village Building Department computer records and logs.
- Review plans and specifications, on-site as necessary, to ensure construction is complying and is in accordance with the approved plans.
- Maintain up-to-date knowledge and remain current with building, electrical, mechanical, energy conservation, plumbing and gas Codes and Village Ordinances

to include zoning, sign, fence, swimming pools and abatement of hazardous or dangerous building conditions.

4. Fees.

During the Term the Village shall pay Independent Contractor for services performed by Independent Contractor on a weekly, part-time basis at the rate of \$40.00 (forty dollars) per hour. Independent Contractor shall submit his invoices containing the details of his time and work performed to the Superintendent of Buildings for review and approval for payment on Fridays of each work week. Payments will be made by check upon submission to approval to the Village Board of Trustee. Checks are approved for payment by the Village Board generally twice a month.

5. At all times during the term of this Agreement or any extension thereof, Independent Contractor shall maintain and keep in full force and affect his New York State License as a Code Enforcement Officer.

6. Independent Contractor Relationship.

The Village and Independent Contractor each expressly agree and understand that they are creating an independent contractor relationship, and that Independent Contractor shall not be considered an employee of the Village for any purpose. Independent Contractor is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by the Village to its employees. Independent Contractor is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Immediately upon entering into this

Agreement, Independent Contractor shall provide the Village with a completed and signed Form W-9, Request with Taxpayer Identification Number and Certification. Village will report all income to Independent Contractor on IRS Form 1099. Independent Contractor understands and agrees that he is solely responsible for all income and/or other tax obligations, if any, including, but not limited to, all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement.

7. Compliance with Applicable Laws.

Independent Contractor, in his performance under this Agreement, shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Code of the Incorporated Village of Floral Park.

8. Representations and Warranties.

Independent Contractor hereby represents and warrants that, as of the date hereof and continuing throughout the term of this Agreement, he is not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.

9. Miscellaneous.

9.1 Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any oral or written agreements heretofore entered into between the parties. This Agreement cannot be modified, or any performance or condition waived, in whole or in part, except by a writing signed by the party against whom enforcement of the modification or waiver is sought. The

waiver or any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same of any other term or condition.

9.2 Interpretation, Severability and Reformation.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under the laws of the State of New York. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, it shall be deemed separable from and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, and the rights and obligation of the parties shall be enforced to the fullest extent possible.

9.3 Survival.

To the extent consistent with this Agreement, all representations, warranties and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination of this Agreement.

9.4 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Village. This Agreement is not assignable by Independent Contractor, but shall be binding upon and, to the extent provided for in this Agreement, inure to the benefit of Independent Contractors' heirs, executors, administrators and legal representatives.

9.5 Governing Law.

The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without reference to conflicts of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first above written.

INCORPORATED VILLAGE OF FLORAL PARK

By: _____

Kevin M. Fitzgerald
Mayor

Henry S. Alilionis
Independent Contractor

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into as of May ___, 2024, by and between the Incorporated Village of Floral Park (“Village”), with its principal place of business located at 31 Sullivan Avenue, Farmingdale, NY, and Jessica Nicole Freitag (“Independent Contractor”), an individual residing at 31 Sullivan Avenue, Farmingdale, NY.

WHEREAS, Independent Contractor is a New York State Certified Code Enforcement Officer, License No. CE1003962.

WHEREAS, the Village desires to engage the services of Independent Contractor as a Code Enforcement Officer.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, Village and Independent Contractor agree as follows:

1. Engagement. The Village hereby engages the services of Independent Contractor and Independent Contractor agrees to provide the services described further herein.

2. Term and Termination.

2.1 Term. The term of this Agreement shall be from May ___, 2024 through December 31, 2024 (the “Term”), unless earlier terminated as provided herein, or unless extended by mutual agreement expressed in a writing signed by both parties prior to the expiration of the Term.

2.2 Termination. Notwithstanding anything in this Agreement to the contrary:

2.2.1 The Term may be terminated by either party at any time without advance notice, upon a material breach by the other party of any of its or his obligations hereunder; and

2.2.2 The Term may be terminated without cause by either party upon three (3) days written notice to the other.

3. Services.

Independent Contractor shall perform the following services for the Village:

- Receive and respond to complaints regarding violations, inspect and enforce Village Property Maintenance Code, issue Notice of Violations and Summons' as required.
- Conduct field inspections in the Village of Floral Park of existing structures and ongoing construction activities to ensure compliance with all applicable Building Codes and Ordinances, including framing, electrical, plumbing, mechanical, gas, energy conservation, swimming pools, fences, zoning, and abatement of hazardous and dangerous building conditions and associated work.
- Respond to requests for Code interpretation and applications for permits from property owners, residents, and contractors in the field.
- Maintain daily field inspection reports, including completed inspections and post those results in the Village Building Department computer records and logs.
- Review plans and specifications, on-site as necessary, to ensure construction is complying and is in accordance with the approved plans.
- Maintain up-to-date knowledge and remain current with building, electrical, mechanical, energy conservation, plumbing and gas Codes and Village Ordinances

to include zoning, sign, fence, swimming pools and abatement of hazardous or dangerous building conditions.

4. Fees.

During the Term the Village shall pay Independent Contractor for services performed by Independent Contractor on a weekly, part-time basis at the rate of \$65.00 (sixty-five dollars) per hour. Independent Contractor shall submit her invoices containing the details of her time and work performed to the Superintendent of Buildings for review and approval for payment on Fridays of each work week. Payments will be made by check upon submission to approval to the Village Board of Trustee. Checks are approved for payment by the Village Board generally twice a month.

5. At all times during the term of this Agreement or any extension thereof, Independent Contractor shall maintain and keep in full force and affect her New York State License as a Code Enforcement Officer and Registered Architect.

6. Independent Contractor Relationship.

The Village and Independent Contractor each expressly agree and understand that they are creating an independent contractor relationship, and that Independent Contractor shall not be considered an employee of the Village for any purpose. Independent Contractor is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by the Village to its employees. Independent Contractor is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Immediately upon entering into this

Agreement, Independent Contractor shall provide the Village with a completed and signed Form W-9, Request with Taxpayer Identification Number and Certification. Village will report all income to Independent Contractor on IRS Form 1099. Independent Contractor understands and agrees that hie is solely responsible for all income and/or other tax obligations, if any, including, but not limited to, all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement.

7. Compliance with Applicable Laws.

Independent Contractor, in her performance under this Agreement, shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Code of the Incorporated Village of Floral Park.

8. Representations and Warranties.

Independent Contractor hereby represents and warrants that, as of the date hereof and continuing throughout the term of this Agreement, he is not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.

9. Miscellaneous.

9.1 Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any oral or written agreements heretofore entered into between the parties. This Agreement cannot be modified, or any performance or condition waived, in whole or in part, except by a writing signed by the party against whom enforcement of the modification or waiver is sought. The

waiver or any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same of any other term or condition.

9.2 Interpretation, Severability and Reformation.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under the laws of the State of New York. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, it shall be deemed separable from and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, and the rights and obligation of the parties shall be enforced to the fullest extent possible.

9.3 Survival.

To the extent consistent with this Agreement, all representations, warranties and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination of this Agreement.

9.4 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Village. This Agreement is not assignable by Independent Contractor, but shall be binding upon and, to the extent provided for in this Agreement, inure to the benefit of Independent Contractors' heirs, executors, administrators and legal representatives.

9.5 Governing Law.

The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without reference to conflicts of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first above written.

INCORPORATED VILLAGE OF FLORAL PARK

By: _____

Kevin M. Fitzgerald
Mayor

Jessica N. Freitag
Independent Contractor



New York State
Municipal Workers'
Compensation Alliance

Member Participation Agreement

Member: **Village of Floral Park**

Agent: **Arthur J. Gallagher Risk Management Services, Inc.**

Participation Period: **June 1, 2024 – May 31, 2026**

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria De Los Angeles Luciano
Reader
516-357-4135
7665

Member Services: Aaron
866-697-

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria De Los Angeles Luciano
Reader
516-357-4135
7665

Member Services: Aaron
866-697-

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria De Los Angeles Luciano
516-357-4135

Member Services: Aaron Reader
866-697-7665



E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Village of Floral Park

Policy Period: June 1, 2024 – May 31, 2026

Date: May 10, 2024 _____

By: _____

Name: Gerard M. Bambrick _____

Title: Village Administrator _____

Comp Alliance

Date: October 1, 2023

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128