

<u>CHECK ID</u>	<u>PAY TYPE</u>	<u>PAID TO THE ORDER OF/DESC</u>	<u>CHECK AMOUNT</u>
1	W	LIBRARY FUND, INC. VILLAGE OF FLORAL PK	\$ 150,000.00
1	C	NATIONAL GRID	46.77
1	C	NATIONAL GRID	59.78
1	C	NATIONAL GRID	69.62
1	C	NATIONAL GRID	64.78
1	C	NATIONAL GRID	1,168.69
1	C	OPTIMUM	118.25
1	C	OPTIMUM	180.75
1	C	ATLANTIC A PROGRAM OF DE LAGE LANDEN FINANCIAL SERVICES	1,553.44
1	C	OPTIMUM	449.56
1	C	NATIONAL GRID	49.18
1	C	NATIONAL GRID	99.29
1	C	PSEG LONG ISLAND	3,793.02
1	C	PSEG LONG ISLAND	5,028.77
1	C	NATIONAL GRID	197.49
1	C	PSEG LONG ISLAND	9,363.71
1	C	LOWE'S/SYNCHRONY BANK	508.47
1	C	STATE COMPTROLLER, OFFICE OF JUSTICE COURT FUND	2,477.00
1	C	MOONEY, RICHARD	800.00
1	C	MOONEY, RICHARD	800.00
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	465,774.41
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	31,573.09
1	C	NYS ASSOCIATION OF FIRE CHIEFS	225.00
1	C	OFFICE OF THE FIRE MARSHAL NASSAU COUNTY FIRE COMMISSION	320.00
1	C	QUADIENT FINANCE USA, INC.	151.05
1	C	ABLE LOCK SHOP	96.00
1	C	ALL ISLAND EQUIPMENT	104.97
1	C	ALL ISLAND POWER WASH CO.	196.00
1	C	ALLIANCE WELDING &	4,005.00
1	C	AMAZON CAPITAL SERVICES	245.04
1	C	ARLAND PRINTING	522.00
1	C	AT&T MOBILITY	1,123.44
1	C	ATLANTIC A PROGRAM OF DE LAGE LANDEN FINANCIAL SERVICES	1,631.12
1	C	BALDWIN BUSINESS SYSTEMS, INC.	1,463.00
1	C	BARNWELL HOUSE OF TIRES	4,314.03
1	C	BARNWELL TIRES	514.28
1	C	BEST HARDWARE & MILL SUPPLIES	21.56
1	C	BOWEN AUTO ELECTRIC, INC.	37.00
1	C	CABLEVISION LIGHTPATH LLC	1,924.62
1	C	CAPPY'S PAINT & WALLPAPER	241.92
1	C	CDWG	4,331.62
1	C	CLAIMS SERVICE BUREAU NY	48.75
1	C	CLUNE, JOHN	1,003.19
1	C	COGAN MD, FREDRIC	247.50
1	C	CONFIDENTIAL RESOURCES, LLC	200.00
1	C	CONWAY, KEITH	1,000.00
1	C	CSP CONSULTING, INC.	7,900.00
1	C	DEVO & ASSOCIATES	2,589.35
1	C	DOM'S LAWN MAKER, INC.	21,830.00
1	C	EBERHARD-VOELLM NURSERIES, INC.	209.00
1	C	EBERT FENCE & RAILING LLC	1,000.00
1	C	ESCREEN INC.	483.50

<u>CHECK ID</u>	<u>PAY TYPE</u>	<u>PAID TO THE ORDER OF/DESC</u>	<u>CHECK AMOUNT</u>
1	C	ESSCO SERVICE COMPANY,INC	769.96
1	C	FASTENAL	320.31
1	C	FEDERAL EXPRESS	104.28
1	C	FIREMEN'S ASSOCIATION OF THE STATE OF NY	100.00
1	C	FIVE COUNTY TRUCK TIRE SERVICE, INC.	395.00
1	C	FIVE TOWNS TOTAL MEDICAL	713.22
1	C	FLEETPRIDE	14.56
1	C	FLORAL PARK HVAC CORP.	449.95
1	C	FRED SANGEN	658.55
1	C	GALLS, LLC	6,874.82
1	C	GARDEN WORLD, INC.	253.47
1	C	GLENCO SUPPLY INC.	5,200.00
1	C	GLOBAL MONTELLO GROUP	11,316.54
1	C	GOLDMAN BROS. INDUSTRIAL SUPPLY CO.	492.01
1	C	GREEN, JAMES R.	7,186.04
1	C	HARTFORD STEAM BOILER	330.00
1	C	HAWKINS DELAFIELD & WOOD LLP	4,934.70
1	C	HEMPSTEAD FORD LINCOLN MERCURY	908.77
1	C	HILL REPORTING SERVICE, INC	642.65
1	C	HOME DEPOT CREDIT SERVICE	1,307.39
1	C	ISLANDWIDE ENGINEERING & LAND SURVEYING, DPC	34,800.00
1	C	KELLY MURPHY	148.79
1	C	KEVIN PEARSALL	354.00
1	C	KEVIN ROE	318.00
1	C	KUTSCHERA, TOM	150.00
1	C	LIFFCO POWER EQUIPMENT	69.90
1	C	MARIA DI NATALE SCOTTO	1,457.50
1	C	MCCABE, COLLINS, MC GEOUGH, FOWLER, LEVINE & NOGAN, LLP	507.00
1	C	MICROSOFT	687.33
1	C	MINEOLA BICYCLE FITNESS & MOWER	181.37
1	C	MULLEN, MARC	1,250.00
1	C	MURPHY, CATHERINE P.	1,050.00
1	C	NEVILLE FLEET SERVICE	16,396.32
1	C	NEW YORK NEUROLOGIC ASSOC DR. JEFFREY E. MALLIN,MD	127.40
1	C	NYS UNEMPLOYMENT INS.	665.25
1	C	PARTS AUTHORITY	2,718.73
1	C	PATCHAMP	28,445.15
1	C	PATRICIA GORMLEY	70.00
1	C	PHOENIX UPHOLSTERY	700.00
1	C	QUADIENT LEASING USA, INC	554.25
1	C	RENAISSANCE WEB SOLUTIONS LLC	4,997.50
1	C	RENEE MARCUS	61.99
1	C	RYAN, BRENNAN & DONNELLY LLP	7,125.00
1	C	SALERNO BROKERAGE CORP.	4,179.88
1	C	SCANLON, KIMBERLY	321.29
1	C	SPRAGUE OPERATING RESOURCES LLC	5,555.52
1	C	STAPLES CONTRACT & COMMERCIAL	64.76
1	C	STATE COMPTROLLER, OFFICE OF JUSTICE COURT FUND	3,624.00

<u>CHECK ID</u>	<u>PAY TYPE</u>	<u>PAID TO THE ORDER OF/DESC</u>	<u>CHECK AMOUNT</u>
1	C	SUFFOLK LOCK & SECURITY	4,579.06
1	C	SUNRISE TRUCK PARTS INC.	88.43
1	C	SUPERIOR CONTRACTING & IRRIGATION	705.00
1	C	SUSAN REILLY	1,150.00
1	C	SYOSSET TRUCK SALES, INC.	462.11
1	C	THE COP SHOP	666.75
1	C	THE HARTFORD	781.00
1	C	THIERMAN, MARIE	650.00
1	C	TIERNEY & COURTNEY	2,250.00
1	C	TOPLINE TOOL WAREHOUSE INC	516.06
1	C	ULINE	64.13
1	C	UNITED AG & TURF	1,537.83
1	C	VAN BUREN GMC SALES CORP.	88.62
1	C	VERIZON	788.81
1	C	WALSH, ARTHUR T.	750.00
1	C	WESTBURY PAPER STOCK	1,103.68
		<b>TOTAL GENERAL</b>	<b><u>\$ 907,889.64</u></b>
2	C	NJ MC CANN PLUMBING & HEATING	700.00
2	C	ALLIANCE WELDING &	4,810.00
2	C	GO WEST ELECTRIC	425.00
2	C	RECPRO SOFTWARE	1,250.00
		<b>TOTAL POOL</b>	<b><u>\$ 7,185.00</u></b>
		<b>TOTAL POOL</b>	<b><u>\$ 915,074.64</u></b>

**INCORPORATED VILLAGE OF FLORAL PARK**  
**Board of Trustees Minutes**  
**Tuesday, October 15, 2024 8:00 pm**  
**Village Hall Courtroom**

Join Zoom Meeting

<https://us02web.zoom.us/j/87241221580?pwd=AWdRc1AQyQePoUySiiEacP6Tsedp4J.1>

Meeting ID: 872 4122 1580

Passcode: 981356

Dial: 1(646)558-8656

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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 Administrator Darlene Lanza, Deputy Village Clerk Lara Verbanac, Village Attorney John Ryan, Superintendent of Buildings Renee Marcus, Police Commissioner Stephen McAllister, and Superintendent of Public Works Kevin Ginnane.

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 following minutes:

- Tuesday, October 1<sup>st</sup>, 2024, Regular Board of Trustees Meeting

Trustee Chiara offered **Resolution No. 2024-235** to approve the Schedule of Accounts Payable as follows:

General Fund	\$ 1,616,107.58
Pool Fund	\$ 616.19
Capital Fund	\$ <u>1,208,765.78</u>
Total	\$ 2,825,489.55

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 the following resolutions relating to personnel matters:

**Resolution No. 2024-236** to approve permanent status for Bill Langan as a full-time Maintainer in the Building Maintenance department since he completed his six-month probationary period in accordance with Civil Service Commission guidelines.

**Resolution No. 2024-237** to accept the letter of resignation of full-time employee, Lucas Librie, Laborer in the Public Works Department, effective 10/4/2024, and authorize payment of his earned accruals as follows:

1 Personal Days at daily rate of \$161.24	\$ 161.24
6 Sick Days at a rate of \$161.24 @ 60% equaling 3.60 Days	\$ 580.46
Total Payment	\$ <b>741.70</b>

**Resolution No. 2024-238** to accept the letter of resignation of full-time employee, Stevn Wallack, Vehicle Mechanic in the Public Works Department, effective 10/8/2024.

**Resolution No. 2024-239** to authorize salary increases effective immediately to exempt personnel which reflects an average increase of 2.5%. The total budgetary increase is \$50,287.00 with the new salaries for the below individuals as follows:

BAMBRICK, G.	\$ 182,471.00
O'GRADY, J.	\$ 97,375.00
MCALLISTER, S.	\$ 257,000.00
MARCUS, R.	\$ 157,672.00
GINNANE, K.	\$ 132,521.00
LANZA, D.	\$ 98,325.00
EREN, P.	\$ 114,130.00
MEYFOHRT, K.	\$ 118,547.00
DERBY, M.	\$ 96,000.00
MCALLISTER, J.	\$ 87,550.00
VERBANAC, L.	\$ 71,238.00
LANGONE, L.	\$ 97,368.00
BOVE, K.	\$ 94,150.00
SARTINI, L.	\$ 80,755.00
DOLAN, K.	\$ 65,205.00
FOWLER, M.	\$ 59,153.00

**Resolution No. 2024-240** to authorize a pay increase for Ashley Siragusa, a part time all year-round employee in the Building Department to an hourly rate of \$22.00 per hour.

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. 2024-241** to authorize two employees, Kevin Pearsall, General Supervisor and Kevin Roe, Highway Supervisor to attend NYCOM's Public Works Training School from October 21<sup>st</sup> through October 23<sup>rd</sup>, 2024 at a registration fee of \$575.00 per person plus meals and lodging in Saratoga, NY.

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

On a motion by Trustee Pombonyo, seconded by Trustee Chiara and carried unanimously, the Board approved the use of public facilities subject to the receipt of certificate of insurance and sound device permit, if applies as presented below:

- To approve the use of public facilities by Floral Park American Legion Post 334 for the Annual Veterans Day March and Ceremony on Monday, November 11<sup>th</sup>, 2024, subject to the receipt of certificate of insurance and sound device permit, if applicable.
- To approve the use of the Floral Park Recreation Center by My First School for their Annual Truck Day on Friday, May 9, 2025 (RD 5/12/2025) from 10:00 A.M. – 11:30 A.M. & 12:00 P.M. – 2:00 P.M., subject to the receipt of certificate of insurance and sound device permit, if applicable.
- To approve the use of the Floral Park Recreation Center by My First School for their Annual Field and Family Fun Day on Friday, June 6, 2025 from 1:00 P.M. – 3:00 P.M. & 12:00 P.M. – 2:00 P.M., subject to the receipt of certificate of insurance and sound device permit, if applicable.

Trustee Chiara offered **Resolution No. 2024-242** designating the Village Election to take place on Tuesday, March 18, 2025 between the hours of 12 noon and 9:00 pm with the following offices to be filled for the following terms:

OFFICE	TERM
Mayor	Two (2) years
Trustee	Two (2) years
Trustee	Two (2) years

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. 2024-243** to introduce “**Local Law No. 5 of 2024** entitled: “A Local Law amending § 99-5 of the Code of the Incorporated Village of Floral Park to add paragraph D.1 establishing a Parking Trust Fund”; that the Incorporated Village of Floral Park designate itself as lead agency for purposes of the State Environmental Quality Review Act of the Environmental Conservation Law of the State of New York; and that a public hearing be held in the Incorporated Village of Floral Park at the Village Hall, One Floral Boulevard, Floral Park 11001 on the 19<sup>th</sup> day of November, 2024 at 8:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the enactment of the proposed local law, and that the Village Clerk give notice of such hearing by publication thereof in The New Hyde Park Herald - Courier and by posting such notice on the bulletin board maintained by her for such purpose for at least five days prior to the date of the hearing.

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. 2024-244** to determine that proposed **Local Law #5 of 2024** to consider enactment of local law entitled: “A Local Law amending § 99-5 of the Code of the Incorporated Village of Floral Park to add paragraph D.1 establishing a Parking Trust Fund” is an unlisted action as that term is defined in SEQRA and will not have a significant effect on the environment.

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 **Resolution No. 2024-245** to introduce **Local Law No. 6 of 2024** entitled: “A Local Law amending § 99-3, 99-22, 99-24.A. and 99-25.K.(4) of the Code of the Incorporated Village of Floral Park regarding the height, size and location of garages on residential lots”; that the Incorporated Village of Floral Park designate itself as lead agency for purposes of the State Environmental Quality Review Act of the Environmental Conservation Law of the State of New York; and that a public hearing be held in the Incorporated Village of Floral Park at the Village Hall, One Floral Boulevard, Floral Park 11001 on the 19<sup>th</sup> day of November, 2024 at 8:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the enactment of the proposed local law, and that the Village Clerk give notice of such hearing by publication thereof in The New Hyde Park Herald - Courier and by posting such notice on the bulletin board maintained by her for such purpose for at least five days prior to the date of the hearing.

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. 2024-246** to determine that proposed **Local Law #6 of 2024** to consider enactment of local law entitled: “A Local Law amending § 99-3, 99-22, 99-24.A and 99-25.K.(4) of the Code of the Incorporated Village of Floral Park regarding the height, size and location of garages on residential lots” is an unlisted action as that term is defined in SEQRA and will not have a significant effect on the environment.

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. 2024-247** to introduce **Local Law No. 7** of 2024 entitled: “A Local Law amending § 10-16 and adopting sections 10-18, 10-19, 10-20, 10-21 and 10-22 of the Code of the Incorporated Village of Floral Park regarding feral cats”; that the Incorporated Village of Floral Park designate itself as lead agency for purposes of the State Environmental Quality Review Act of the Environmental Conservation Law of the State of New York; and that a public hearing be held in the Incorporated Village of Floral Park at the Village Hall, One Floral Boulevard, Floral Park 11001 on the 19<sup>th</sup> day of November, 2024 at 8:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the enactment of the proposed local law, and that the Village Clerk give notice of such hearing by publication thereof in The New Hyde Park Herald - Courier and by posting such notice on the bulletin board maintained by her for such purpose for at least five days prior to the date of the hearing.

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. 2024-248** to determine that proposed **Local Law #7 of 2024** to consider enactment of local law entitled: “A Local Law amending § 10-16 and adopting sections 10-18, 10-19, 10-20, 10-21 and 10-22 of the Code of the Incorporated Village of Floral Park regarding feral cats” is an unlisted action as that term is defined in SEQRA and will not have a significant effect on the environment.

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 **Resolution No. 2024-249** to authorize the refund payment of \$70.00 to Patricia Gormley from the Tuesday/Thursday tennis program.

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. 2024-250** to authorize a Change Order dated 8/8/2024 to Road Work Ahead in the amount of \$54,938.00 for additional required concrete work on the Cisney Avenue and West End Street paving projects.

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

## **Deputy Mayor Lynn Pombonyo**

### **Police Department**

This week, our FPPD Officers and Detectives, working with Nassau County Detectives and the Crime Squad, are vigorously investigating a recent North End burglary on Holland Avenue. The two Departments frequently collaborate on criminal activity and evidence, in this case, including home videos, those from neighbors, and fingerprints. This investigation will be ongoing.

Our FPPD recommends that, if you see someone or something suspicious and you are concerned, please call 911 or 516-326-6400 right away. Every minute counts in helping our FPPD prevent and solve crimes.

Community service is another priority for FPPD. Saturday, October 26<sup>th</sup> is NATIONAL PRESCRIPTION DRUG TAKE BACK DAY from 10 AM to 2 PM in front of Police Headquarters, next to Village Hall. You are urged to use this opportunity to properly dispose of any medications that have expired or are no longer needed. Simply bring them to our FPPD, in or out of the original containers, and drop them off in the Police Take Back Day boxes. The Floral Park Lions Club will be joining us to distribute complimentary health and wellness items.

### **Chambers of Commerce and Our Businesses**

The Covert Avenue Chamber of Commerce welcomed Autumn with a very exciting Street Fair on a perfect first Saturday in October. Crowds of all ages, in the thousands, enjoyed visiting the Covert Avenue businesses, tents filled with interesting items to enjoy, a pumpkin patch, fun foods, inviting raffles, entertaining music, and children's amusements. Thanks to the Covert Avenue Chamber and president Rene Jorglewich, vice president Lisa Boutis, secretary Nancy Millus and treasurer Anne Musso; the Villages of Floral Park and Stewart Manor; the Police and Department of Public Works; and all who contributed to a safe, BEST DAY in our Villages.

The Covert Avenue Chamber next meets on Tuesday, October 22<sup>nd</sup>, 7 PM at Jameson's of Floral Park on Tulip Avenue. All businesses are invited to register at: [covertavenuechamber.org](http://covertavenuechamber.org)

Again, this year, the Floral Park Chamber of Commerce is partnering with the Floral Park Memorial High School Virtual Enterprises class. "Virtual Enterprises International (VE) is a high school program that teaches students about business through hands-on coursework and experience. VE students create and manage a virtual company, and conduct business with other virtual companies nationally and internationally. The program enables students to learn about careers, develop interpersonal and organizational skills, and use technology." Floral Park Chamber members, including president Marie Grant and vice president Shane Parouse, act as Business Mentors; visit the high school class; guide the students in selecting their company's officers and making other important decisions; and share valuable expertise.

And, if you've enjoyed the colorful hanging baskets of flowers on Tulip Avenue, please thank the Floral Park Chamber and the Village of Floral Park for partnering to share the cost of beautifying our Tulip Avenue with flowers. Tulip Avenue, how appropriate!

The next interesting meeting of the Floral Park Chamber will take place at Stella's Ristorante on Jericho Turnpike, Thursday, November 7<sup>th</sup> at 6 PM. Businesses may register at: [floralparkchamber.org](http://floralparkchamber.org)

### **Conservation Society (FPCS)**

Now, it's just 11 days until the FAIRIE FOREST FESTIVAL magically appears at the Centennial Gardens and Bird Sanctuary on Saturday, October 26<sup>th</sup>, 1 PM to 4 PM. Fun for children and adults alike, you'll be amazed at the tiny Fairies in their tiny Fairy Farming, Fishing, Baking, Music, Artist, Leprechaun, and Halloween Villages and more! Check out the Floral Park Centennial Gardens and Village of Floral Park Facebook pages for details about the Festival and the loveliest of Fairie photos. FPCS needs Volunteers to help out, so please contact FAIRIE FOREST FESTIVAL Creator Ann Moynagh at: [fpcentennial@gmail.com](mailto:fpcentennial@gmail.com)

And, can you believe it? Our final FPCS WEED-OUT of the 2024 season is Saturday, November 2<sup>nd</sup> at 9 AM, rain or shine. Come and join FPCS, your neighbors and friends to keep our Gardens looking green, beautiful and bright through a magnificent fall.

### **Halloween Happenings!**

To all Police and Halloween fans, you're invited to our HALLOWEEN ROLL CALL this Sunday, October 20<sup>th</sup>, from 1 PM to 3 PM. Kid Police Officers, ages two to twelve, are invited to report in their best police costumes for light refreshments, safety tips and fun. Again, check out the Department's Facebook page for the exciting details of both of next week's FPPD events, and be sure to thank our Officers for their service.

And, before you head to the Fairie Forest Festival on Saturday, October 26<sup>th</sup>, be sure to stop at the Covert Avenue Chamber of Commerce annual TREAT TRAIL from 11 AM to 1 PM. Follow the blue pumpkins on the Covert Avenue store windows, and get your allergy free treats. Then, when you complete your TREAT TRAIL, it's on to Centennial Gardens for some fun with the Fairies!

Don't You Just Love Autumn in Floral Park?



## **Trustee Frank Chiara**

### **Library**

The month of October is halfway through and there are lots of planned activities and events taking place at the Floral Park Library:

- On Monday, October 21<sup>st</sup>, at 6:30 PM, Jessica Alfonsi, amateur genealogist will lead a program introducing attendees to genealogy basics and will highlight the databases and research material at the library. If you are interested in your lineage, come to the program to learn how to do so.
- On Thursday, October 24<sup>th</sup>, the Floral Park Library Urban Explorers are going off on another adventure. They will be taking a tour of Roosevelt Island. The tour will include a visit to the Lighthouse Park, the Four Freedom State Park, and amazing views of Manhattan's East Side. The trip will begin at Floral Park via the Long Island Railroad Station at 9 AM with the anticipated return of 4:30 PM.
- On Tuesday, October 29<sup>th</sup> at 7 PM the library will be having a program on the basics of a popular AI platform "ChatGPT". Karen Quinones-Smith, an AI consultant, will be providing hands on instruction of the basics to the platform. She will show participants how to log on and "chat" to get information and answers interactively. Participants are encouraged to bring their tablets or laptops to the class.

Our Village of Floral Park Library is participating in the NYS Public Libraries Initiative, the Great Giveback. The library is having a WARM DRIVE to benefit Ronald McDonald House Charities. Anyone can donate new children's hats, scarves, mittens, gloves, socks, blankets, pj's, and stuffed animals to cuddle. There is a bin located in the lobby of the Library for donations.

Details on these and other scheduled events can be found on the Library's website at [www.floralparklibrary.org](http://www.floralparklibrary.org).

### **Fire Department**

Our Volunteer Fire Dept held a 50<sup>th</sup> Anniversary celebration for two of their Reliance Engine Company's Firefighters: Firefighter Leigh Tyrrel and Firefighter Louis DiSunno.

Both of these distinguished firefighters joined the department in 1974. They both served and continue to serve our community in various roles within the department. Their dedication has served as an example to others, both young and old.

We congratulate them both on this amazing 50-year achievement and we thank them, along with the Village of Floral Park for all the years of volunteer service to our community, for all the service that they provide to our community, and assisting their fellow residents in their time of need. Thank You to their families, who supported them while they volunteered for the Fire Department. Congratulations Leigh and Lou!

On Saturday, October 12<sup>th</sup>, 2024 the Fire Department held a dedication ceremony for its new training center. The training center was named after an individual that has made an enormous impact and serves as an inspiration to so many of the Floral Park Fire Department members, Lieutenant William "Billy" Hecker. Billy served as a Lieutenant in the Alert Company.

Billy started his volunteer serviced in 1990. He served on several committees within the company and took a special interest in training others within the department. He was committed to teaching new members the proper techniques and use of the power tools. The last committee he served on was the fit testing committee. During the days of Covid-19 pandemic Billy still met members to be fit tested to ensure that the members would be safe during fire situations. In April of 2021, Billy succumbed to Covid-19. He will always be remembered for his dedication and unselfish attitude toward his fellow firefighters.

The training center could not have been named after a better Firefighter, a perfect example of a dedicated volunteer who not only served his community, but always looked out for his fellow firefighters. This training center, in Billy's memory, will be used by the members of the Floral Park Fire Department and other Departments in the area to provide realist base training enabling its members to hone their firefighting skills. Thank You to all of our volunteer members!!

The Alert Fire Company is having their annual Comedy Night at The Firehouse, on Saturday November 9<sup>th</sup>, 2024. Tickets are \$60.00 per person, which includes beer, wine, soda and snacks. Contact Kevin Shanahan at 516 987-5732 for tickets. There is a lineup of four hilarious comedians and it will be a very entertaining night. Come out to have a fun night, supporting the Alert Fire Company.

There were a number of calls for service for the month of September:

- Floral Park Fire Companies responded to 32 Calls
- NYU Langone Ambulance responded to 63 Calls
- Floral Park Ambulance responded to 10 Calls
- And there was 1 Mutual Aid Call (to assist our neighboring communities)

## **Trustee Jennifer Stewart**

### **4VS**

4 Village Studio Director James Green reported that all painting, as well as wall and ceiling repairs have been completed. All previously removed equipment had been reinstalled and tested. The control room and set have

been super-cleaned from floor to ceiling and the new air-conditioning system is up and working. There is a training session scheduled for next Saturday, October 19<sup>th</sup> at 11 AM for designated staff. This will greatly benefit new, or recently new, crew members. All such staff members are strongly encouraged to sign up for the seminar which should last about two hours.

Some programming highlights for this week are The Author Corner, Inspiring Stories, and The Antique Road Test.

### **DPW**

Our Highway Department Crews performed road repairs on West Hitchcock, Depan, Granger and Charles Streets. All roads have been swept. The DPW yards have been cleaned out for the Fire Department Training Facility Dedication taking place at Mayflower Yard.

In the Parks Department, bushes have been replaced on Floral Parkway Islands, and all parking lots have been cleaned. Fall cleanups are underway in the Village.

The Sanitation Department removed 64 tons household waste, 7 tons of paper, 4.5 tons of plastic, and 12 tons bulk rubbish.

A friendly reminder to all residents to check their Sanitation Schedule as there are several Holidays in the next two months for changes to regular pick-ups, and please remember that there is no bulk pick up on weeks where there is a holiday.

### **MTA**

There has been some ongoing work at the intersection of Atlantic and Carnation Avenues. The MTA has been removing the large canvas bags filled with concrete. The Village notifies residents as soon as we are notified by the MTA that work is or will be occurring. Unfortunately, we don't always get notified timely. As always, contact the MTA with questions and concerns at [MTA.info](mailto:MTA.info)

### **Cultural Arts Committee**

With the first cold snap of the year on our doorstep, it is a perfect time to start thinking about next summer. Planning for our Summer Concert Series has begun. We are in the discussion stage of a possible 'Under 25' concert night for resident individuals and bands under the age of 25 who might be interesting in performing for our community. Stay tuned for details. If you are interested, send me an email at [jstewart@fpvillage.org](mailto:jstewart@fpvillage.org).

As this is our last meeting until Wednesday November 6<sup>th</sup>, I encourage all of you to exercise the privilege of voting on November 5<sup>th</sup>.

### **Trustee Michael Longobardi**

#### **Building Department**

This Thursday, October 17<sup>th</sup>, 7 PM at the pool building, the North End Civic Association will host a meeting to discuss a proposal for a large-scale mixed use development project located at 144-162 Jericho Turnpike. The developer will present their concept for the development and will be available for questions. All are welcome to attend. This project is still in the concept stage and will progress and develop over time. The construction for the proposed restaurant at 99 Covert Avenue is continuing and is expected to take several months. This Friday, construction will begin at the Covert Avenue fire property. The first phase will be shoring and foundation work, which will take about a month. Overall construction is expected to take up to a year. There will be a Tulip Avenue Road Closure next week near the construction of the new apartment building at One Carnation Avenue. This closure is due to the PSEG power line work in that area. Notices will go out regarding the specific dates and times.

As a reminder, all ductless air conditioning systems require a permit prior to start to ensure compliance with the zoning and building codes. Please check the Building Department website for a full list of requirements and permit applications. AC units and associated service lines are not permitted to be mounted on the front wall of a home. Please call the Building Department to ask questions or obtain assistance for permitting.

#### **Recreation and Pool**

We are entering the final phase for Little League Fall Ball and Titans Football. Youth Council Fall Football is set to start this week. Registration is ongoing for Screaming Eagles Hockey. Early Election voting will start at the pool building on Saturday October 26<sup>th</sup>. And plan ahead, beginning Monday, November 11th, our winter park hours will be 8 AM to 4:30 PM.

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

The next meeting will be held on Monday, October 28, 2024 at Town of Hempstead Town Hall, One Washington Street in Hempstead. If you want to make a noise complaint regarding air traffic, you can call 1-800-225-1071. You can also go to our Village website which has the links under the TVASNAC noise complaint contact information page on our home page.

**Mayor Kevin Fitzgerald**

Back at the December 6, 2022 Board Meeting I mentioned that during the height of the COVID-19 Pandemic, the Floral Park PBA commenced an arbitration proceeding against the Village seeking double time pay during COVID pursuant to the “holiday” pay provision of the Collective Bargaining Agreement (“CBA”) between the Village and the PBA. It was the Village’s position that the CBA’s “Holiday” pay provisions were inapplicable, were never triggered in this instance, and that the PBA’s claims were without merit. The New York State Supreme Court, Nassau County, agreed with the Village and enjoined the PBA’s arbitration from proceeding back in 2022. However, the New York State Appellate Division later ruled that the merits or lack of merit of the PBA’s claim should be determined by an arbitrator and not the courts.

Over the past 6 months the Village and PBA went before an arbitrator to state their claims. I am happy to announce that last week the Arbitrator decision was received. The ruling was in the Village’s favor stating that there was no “holiday” declared and that the members of the PBA are not entitled to any additional compensation for the extended period they were claiming. This is an important decision as it removes what was a significant potential financial liability which we disclosed in various documents over the past few years.

I would like to thank our Village Attorney John Ryan, Marylou Conrow from Coughlin & Gerhart and Village Administrator Gerry Bambrick for their time and efforts they put in to ensure the Village presented our case in the best manner possible.

We have been alerted by NYRA and the Floral Park Police Department that teens are trespassing on Belmont property and causing destruction both personal and physical. I would like to remind our residents, especially our younger ones, that even though one may think it’s a rite of passage to go over into Belmont Park property, both Floral Park and NYRA will prosecute to the full extent of the law for any criminal activity that may occur. I know NYRA is taking this very seriously due to some recent incidents that have occurred. On a more positive note, it’s my understanding that the Value Retail at Belmont Park Village (Mall) has had a soft opening today. There is a lot more work to be done but enough has been completed that they were have a soft opening.

Trustee Chiara and I had the privilege of working with NYRA and the Community Advisory Committee. Last Wednesday we had a tour of the ongoing construction that is occurring at Belmont Park. It is a massive facility and only when you are on the property do you realize how big it actually is. They are moving along at a good pace and are either on or ahead of schedule. We are looking forward to continued cooperation with them. The new facility should be completed by the end of 2026.

Lastly, late this afternoon I received a request from our fellow neighboring Village of New Hyde Park. They have adopted the towns of Chimney Rock and Lake Lure of North Carolina and are having an emergency relief drive tomorrow and Thursday at New Hyde Park Village Hall, to provide assistance to those towns. They are looking for various nonperishable items, cases of water, flashlights, and other items listed on their website. If you would like to donate, please check their website for a full list.

Mayor Fitzgerald and Deputy Mayor Pombonyo presented the New York Forward Round 3 Application via PowerPoint that the Village of Floral Park will be submitting to New York State.

At 8:43 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 8:43 PM. At 8:45 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 E. O’Grady, Village Attorney John Ryan, Superintendent of Buildings Renee Marcus, Police Commissioner Stephen McAllister, and Superintendent of Public Works Kevin Ginnane.

The Board discussed personnel and litigation matters.

At 11:15 PM Trustee Stewart motioned to come out of Executive Session, seconded by Trustee Longobardi and carried unanimously.

The meeting ended at 11:15 PM on October 15, 2024.

Joseph E. O’Grady  
Village Clerk

## AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_ day of November, 2024 by the Village of Floral Park (hereinafter referred to as "OWNER" or "Village of Floral Park"), with its principal office at 1 Floral Boulevard, Floral Park, New York and Charles Landscaping ("Charles") a corporation organized and existing under the laws of the State of New York, the location of whose principal office is 17 New Hyde Park Road, Franklin Square, NY 11010 (hereinafter called the "CONTRACTOR").

**WITNESSETH**, that the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **Article 1. Work to be done:**

The Village of Floral Park is a party to a License Agreement between the Long Island Railroad and the Village of Floral Park, dated June 26, 2024 (the "License Agreement"), pursuant to which the Village of Floral Park will construct certain improvements at Main Street in the Village, as more fully described in the License Agreement (the "Improvements"). A copy of the License Agreement is attached as **Exhibit A**.

Contractor has submitted the following proposals to construct certain of the Improvements under the License Agreement consisting of the installation of certain landscaping work, as more fully described in the attached proposal from Contractor dated October 17, 2024 for the quoted amount of (\$32,721.00) (the "Charles Main Street Proposal"), a copy of which is attached as **Exhibit B**.

**The price to be paid by the Owner under the Charles Main Street Proposal shall be \$32,721.00.**

The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required and construct and complete the work in a workmanlike manner, as shown on the plans and specifications and in accordance with most current edition of the New York State Department of Transportation Standard Specifications and subsequent addenda, and the New York State Building Construction Code, do everything required by the Contract (Contract Documents) as defined herein.

**Article 2. Date of Start and Completion:**

A Purchase Order with maximum allotted time to complete work will be issued for all work assigned to the Contractor. Upon issuance the Contractor agrees to commence work within seven (7) days thereafter and complete work within the given timeframe unless otherwise agreed upon by the Owner in writing.

**Article 3. Insurance:**

The Contractor also acknowledges that the Contractor is performing and constructing such Improvements under this Contract pursuant to the License Agreement between the Village of Floral Park and the LIRR and shall procure and maintain during the term of this Contract insurance of the kinds, types and limits required by the LIRR as set forth in Exhibit C of the License Agreement (included in Exhibit A of this Contract).

The Contractor shall furnish the Owner and the LIRR a certificate or certificates of insurance in form satisfactory to the Owner, which certificate shall list the various coverages and shall state that the policies shall not be changed nor cancelled until 30 days' notice has been given to the Owner, and which shall reflect: (i) that "the Village of Floral Park, all elected and appointed officials and volunteers" are additionally insured under said policies; and (ii) as required by Exhibit C of the License Agreement ("Insurance Requirements") that the "Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein" are additionally insured under such policies. The Contractor shall not permit any subcontractor to begin work on the Contract until such subcontract is officially approved by the Owner and until all necessary insurances covering said subcontractor are on file with the Owner.

#### **Article 4. Contractor's Liability:**

- (a) The Contractor shall be responsible for all damage to life and property due to activities of the Contractor, his subcontractors, agents, or employees, in connection with his services under this Agreement. The Contractor specifically agrees that his subcontractor, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
  
- (b) The Contractor shall defend, indemnify, hold and save harmless the Owner, the LIRR and the Metropolitan Transit Authority, individually or collectively, and their agents and employees for and against any and all claims, losses, costs, damages and expenses including attorney's fees, and any and all liability therefore, sustained or incurred by the Owner and Superintendent, individually or collectively, arising out of or resulting from the performance of the work or from the project, that (a) is a consequence of bodily injury, sickness, disease or death, or to injury, damage or destruction of property including the loss of use resulting therefrom; (b) is either (1) caused in whole or in part by any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them as an agent, servant, employee or otherwise or anyone for whose acts any of the above may be liable or (2) arises out of operation of law as a consequence of any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them as a servant, agent, employee or otherwise, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent; (c) no act or omission of the Owner and Superintendent, individually or collectively, shall limit, discharge, restrict or release the Contractor from the application and enforcement of the provisions hereinbefore set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized offices.

**VILLAGE OF FLORAL PARK**  
(Owner)

By: \_\_\_\_\_  
Gerard M. Bambrick  
Village Administrator

**CHARLES LANDSCAPING**  
(Contractor)

By: \_\_\_\_\_  
Charles Duffner  
President

(Affix Corporate Seal of Contractor if a corporation)

# EXHIBIT A

License Agreement between the Village of Floral Park and  
the Long Island Rail Road, dated June 26, 2024



# EXHIBIT B

(Charles Landscaping Proposal, dated October 17, 2024)



17 New Hyde Park Road  
 Franklin Square, NY 11010  
 (516) 351-9635  
 office@charleslandscaping.net



# PROPOSAL

**Customer info:**

Kevin Ginnane  
 Superintendent of Public Works  
 Village of Floral Park  
 1 Floral Park Blvd  
 Floral Park, NY 11001

Date	Bid #
10/17/2024	
Project	
Main Street	

Description	Cost
Furnish & Install as per Plan Sk-1 & Sk-2: 175 Bar Harbor – 3 Gallon 38 Ilex Chesapeake – 5 Gallon 5 Boxwood Winter Gem – 3 Gallon 5 Crape Myrtle (Not included – No space to plant) Natural Mulch approximately 6,770 sq ft @ 3”	
	<b>\$ 32,721.00</b>

All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and as per plan (if supplied). Any changes from the above proposal that will result in extra time/materials will require a written change order and may incur additional charges and take time to complete. The owner shall carry fire and other required insurances. General Contractor shall carry General Liability Insurance and local licensing, if required.

Charles Landscaping employees are covered by Workman's Compensation Insurance.

**Acceptance of Proposal: The above proposal is satisfactory and is hereby accepted. You are authorized to do the work as specified.**

**Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_



## **AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of November, 2024 by the Village of Floral Park (hereinafter referred to as "OWNER" or "Village of Floral Park"), with its principal office at 1 Floral Boulevard, Floral Park, New York and Charles Landscaping ("Charles") a corporation organized and existing under the laws of the State of New York, the location of whose principal office is 17 New Hyde Park Road, Franklin Square, NY 11010 (hereinafter called the "CONTRACTOR").

**WITNESSETH**, that the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **Article 1. Work to be done:**

The Village of Floral Park is a party to a License Agreement between the Long Island Railroad and the Village of Floral Park, dated June 26, 2024 (the "License Agreement"), pursuant to which the Village of Floral Park will construct certain improvements at Main Street in the Village, as more fully described in the License Agreement (the "Improvements"). A copy of the License Agreement is attached as **Exhibit A**.

Contractor has submitted the following proposals to construct certain of the Improvements under the License Agreement consisting of the removal of weeds & garbage, as more fully described in the attached proposal from Contractor dated October 17, 2024 for the quoted amount of (\$10,250.00) (the "Charles Main Street Proposal"), a copy of which is attached as **Exhibit B**.

**The price to be paid by the Owner under the Charles Main Street Proposal shall be \$10,250.00.**

The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required and construct and complete the work in a workmanlike manner, as shown on the plans and specifications and in accordance with most current edition of the New York State Department of Transportation Standard Specifications and subsequent addenda, and the New York State Building Construction Code, do everything required by the Contract (Contract Documents) as defined herein.

**Article 2. Date of Start and Completion:**

A Purchase Order with maximum allotted time to complete work will be issued for all work assigned to the Contractor. Upon issuance the Contractor agrees to commence work within seven (7) days thereafter and complete work within the given timeframe unless otherwise agreed upon by the Owner in writing.

**Article 3. Insurance:**

The Contractor also acknowledges that the Contractor is performing and constructing such Improvements under this Contract pursuant to the License Agreement between the Village of Floral Park and the LIRR and shall procure and maintain during the term of this Contract insurance of the kinds, types and limits required by the LIRR as set forth in Exhibit C of the License Agreement (included in Exhibit A of this Contract).

The Contractor shall furnish the Owner and the LIRR, a certificate or certificates of insurance in form satisfactory to the Owner, which certificate shall list the various coverages and shall state that the policies shall not be changed nor cancelled until 30 days' notice has been given to the Owner, and which shall reflect: (i) that "the Village of Floral Park, all elected and appointed officials and volunteers" are additionally insured under said policies; and (ii) as required by Exhibit C of the License Agreement ("Insurance Requirements") that the "Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein" are additionally insured under such policies. The Contractor shall not permit any subcontractor to begin work on the Contract until such subcontract is officially approved by the Owner and until all necessary insurances covering said subcontractor are on file with the Owner.

**Article 4. Contractor's Liability:**

- (a) The Contractor shall be responsible for all damage to life and property due to activities of the Contractor, his subcontractors, agents, or employees, in connection with his services under this Agreement. The Contractor specifically agrees that his subcontractor, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
  
- (b) The Contractor shall defend, indemnify, hold and save harmless the Owner, the LIRR and the Metropolitan Transit Authority, individually or collectively, and their agents and employees for and against any and all claims, losses, costs, damages and expenses including attorney's fees, and any and all liability therefore, sustained or incurred by the Owner and Superintendent, individually or collectively, arising out of or resulting from the performance of the work or from the project, that (a) is a consequence of bodily injury, sickness, disease or death, or to injury, damage or destruction of property including the loss of use resulting therefrom; (b) is either (1) caused in whole or in part by any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them as an agent, servant, employee or otherwise or anyone for whose acts any of the above may be liable or (2) arises out of operation of law as a consequence of any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them as a servant, agent, employee or otherwise, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent; (c) no act or omission of the Owner and Superintendent, individually or collectively, shall limit, discharge, restrict or release the Contractor from the application and enforcement of the provisions hereinbefore set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized offices.

**VILLAGE OF FLORAL PARK**  
(Owner)

By:

\_\_\_\_\_  
Gerard M. Bambrick  
Village Administrator

**CHARLES LANDSCAPING**  
(Contractor)

By:

\_\_\_\_\_  
Charles Duffner  
President

(Affix Corporate Seal of Contractor if a corporation)

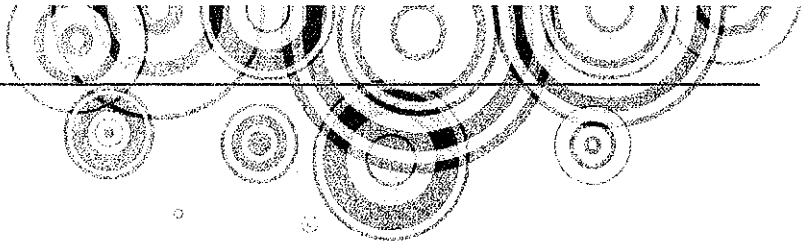
# EXHIBIT A

License Agreement between the Village of Floral Park and  
the Long Island Rail Road, dated June 26, 2024

# EXHIBIT B

(Charles Landscaping Proposal, dated October 17, 2024)





17 New Hyde Park Road  
 Franklin Square, NY 11010  
 (516) 351-9635  
 office@charleslandscaping.net



## PROPOSAL

**Customer info:**

Kevin Ginnane  
 Superintendent of Public Works  
 Village of Floral Park  
 1 Floral Park Blvd  
 Floral Park, NY 11001

Date	Bid #
10/17/2024	
Project	
Main Street	

Description	Cost
Provide Labor, Trucks, Dumpster, Equipment to Remove Weeds & Garbage from Worksite behind Houses on Main Street	
Prep Ground for Planting	
	\$ 10,250.00

All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and as per plan (if supplied). Any changes from the above proposal that will result in extra time/materials will require a written change order and may incur additional charges and take time to complete. The owner shall carry fire and other required insurances. General Contractor shall carry General Liability Insurance and local licensing, if required.

Charles Landscaping employees are covered by Workman's Compensation Insurance.

**Acceptance of Proposal: The above proposal is satisfactory and is hereby accepted. You are authorized to do the work as specified.**

**Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_



## CONTRACT

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC**, of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Incorporated Village of Floral Park, Floral Park, NY**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish for **one (1) unit of Seagrave Capitol 75 ft Aerialscope Non-Quint Mid-Mount Platform**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specification documents hereto attached and made a part of this contract (the "Specifications"), and any change orders that may be made by the Purchaser hereafter (the "Change Orders") and to deliver the same as hereinafter provided.
2. The Purchaser is purchasing the Apparatus and Equipment through the Houston-Galveston Area Council ("HGAC") buying cooperative's Cooperative Agreement, Contract #FS12-23 (copy attached) (the "HGAC Contract"). The Seller represents that it has obtained all necessary authorizations and approvals to sell the Apparatus and Equipment pursuant to the HGAC Contract and guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the HGAC Contract, the mutually agreed Specifications and Change Orders. In the event there is any conflict between the Specifications and Change Orders and any other documents related to this Apparatus and Equipment, the Specifications and Change Orders will prevail. All warranties will be provided pursuant to Article 28 of the HGAC Contract. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within fifteen (15) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 1400 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**Incorporated Village of Floral Park  
1 Floral Blvd.  
Floral Park, NY 11001**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **Two Million, Six Hundred Thirty-Nine Thousand, Nine Hundred Ninety-Five Dollars (\$ 2,639,995.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Terms are net, payment in full upon delivery of the apparatus to the customer. If the contract includes Dealer Furnished Equipment and services, the apparatus will be delivered to the customer and payment made, less five (5) percent of the Contract Price that is held by the fire department until all items and services are provided by the Dealer. The 5% Final Payment and Acceptance will be made once the terms of the contract are satisfied by the Dealer.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC, and shall be mailed directly to:

*Seagrave Fire Apparatus, LLC  
7285 Solutions Center  
Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within fourteen (14) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment and upon the Purchaser's failure to cure such default within ten (10) days after written notice of such default is received by Purchaser from Seller, the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made to secure payment of all amounts owed under this Contract.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state or federal courts located in New Castle County, Delaware. Each party hereby consents to and waives any objection to the exclusive jurisdiction of such courts.
10. Seller and Purchaser Indemnifications:
  - 10.1 Seller Indemnification – Seller herein agrees to indemnify and hold Purchaser, its elected officials, employees, agents and volunteers free and harmless from any liability for losses, claims, injury to or death of any person resulting from the negligent acts or omissions in the design, engineering and manufacture/assembly of the Apparatus and Equipment.
  - 10.2 Purchaser Indemnification – Purchaser herein agrees to indemnify and hold the Seller, its officers, employees, directors, shareholders, agents and lenders free and harmless from any liability for losses, claims, injury to or death of any person arising out of or resulting from the Purchaser's, its elected officials', employees', agents' and volunteers' use, operation or possession of the Apparatus and Equipment, but only to the extent caused by the negligent acts or omissions of the Purchaser, its elected officials, employees, agents and volunteers.

10.3 Mutual Indemnification Survival Provision – The indemnification provisions provided in this Section 10 shall survive the performance of this Agreement, including delivery of the Apparatus and Equipment by the Seller and payment by the Purchaser.

11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding, the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

***INCORPORATED VILLAGE OF FLORAL PARK, FLORAL PARK, NY ("Purchaser")***

By Kevin M. Fitzgerald  
Please print name here

By \_\_\_\_\_  
Please sign name here

Title Mayor  
Purchaser

***SEAGRAVE FIRE APPARATUS, LLC ("Seller")***

By \_\_\_\_\_  
**Ulisses D. Parmeziani**

Title: **President and Chief Executive Officer**  
Seller

Date of Acceptance: \_\_\_\_\_

**AGREEMENT BETWEEN INCORPORATED VILLAGE OF FLORAL PARK AND  
NYU LANGONE HOSPITAL EMERGENCY MEDICAL SERVICES**

**AGREEMENT** made as of this     day of November, 2024 between the  
**INCORPORATED VILLAGE OF FLORAL PARK**, a municipal corporation, having its  
principal place of business at One Floral Boulevard, Floral Park, New York 11002 (hereinafter  
**(FLORAL PARK)**) and the **NYU Langone Hospital-Long Island** an Emergency Medical  
Service Corporation, having its principal place of business at 1000 Zeckendorf Blvd, Suite A  
Garden City, NY (hereinafter “**NYU Langone**”).

**WITNESSETH**

**WHEREAS**, the New York State General Municipal Law permits municipalities to enter  
into municipal cooperation agreements; and

**WHEREAS, FLORAL PARK** has entered into several intermunicipal agreements with  
surrounding Villages, school districts and fire departments, authorizing such municipalities and  
entities to purchase gasoline from and use Floral Park gasoline pumps to fuel their vehicles  
(collectively, the “Intermunicipal Agreements”): and

**WHEREAS, NYU LANGONE** has requested permission from **FLORAL PARK** to  
purchase gasoline from and use **FLORAL PARK’S** gasoline pumps to fuel **NYU LANGONE**  
vehicles pursuant to the same terms that apply under the Intermunicipal Agreements; and

**WHEREAS, FLORAL PARK** is agreeable to permitting **NYU LANGONE** to purchase  
gasoline and utilize its gasoline pumps on the terms and conditions hereinafter contained; and

**NOW, THEREFORE**, in consideration of the premises above recited and mutual

covenants and obligations contained herein, the parties hereby agree as follows:

1. **TERM**

This Agreement shall be for the term November 15,2024 to November 14, 2025 unless earlier terminated pursuant to provisions set forth below.

2. **GAS AND FACILITIES**

From on and after November 15,2024, NYU LANGONE may purchase gasoline and fuel its motor vehicles at the gasoline pumps maintained by **FLORAL PARK** at the Department of Public Works facility or at such other site at which the gasoline pumps may be relocated. NYU LANGONE and its agents, employees and servants, shall comply with all rules and regulations of **FLORAL PARK** as hereinafter may be enacted for the use of those gasoline pumps and shall further obey all directives given by the personnel of **FLORAL PARK** with respect to the use of the gasoline pumps.

3. **PRICE**

NYU LANGONE shall pay **FLORAL PARK** for such gasoline at the rate charged to **FLORAL PARK** plus \$0.30 per gallon. NYU LANGONE warrants and represents that it is a tax-exempt entity and that no sales or use taxes are payable by it in connection with its purchase of gasoline from **FLORAL PARK**.

4. **INDEMNIFICATION**

NYU LANGONE shall indemnify and hold harmless **FLORAL PARK**, its officers, employees, agents and representatives from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury sickness, disease or death or injury to or destruction of property, including a loss of use thereof, in any way arising out of or resulting from NYU LANGONE purchase of gasoline and use of **FLORAL PARK'S**

gas pumps.

**5. INSURANCE**

NYU LANGONE shall carry liability insurance covering NYU LANGONE'S use of FLORAL PARK'S gas pumps in an amount and in a form satisfactory to FLORAL PARK. NYU LANGONE shall provide FLORAL PARK with Certificates of Insurance acceptable to FLORAL PARK, naming FLORAL PARK as an additional insured to all such liability policies, with non-responsibility for payment of premiums. All such policies and certificates shall also contain a provision that coverage afforded under any of the policies will not be cancelled until at least 15 days prior written notice has been given to FLORAL PARK.

**6. TERMINATION**

Either party may terminate the Agreement upon 20 days written notice to the other party by certified mail, return receipt requested to the address stated at the beginning of the Agreement. Notice shall be deemed given upon the mailing of such notice.

**7. NO MODIFICATION**

The Agreement may not be modified or assigned except in writing, duly executed by FLORAL PARK and NYU LANGONE pursuant to resolutions adopted by their respective governing bodies.

**8. BINDING**

This Agreement shall not be binding until approved by the Board of Trustees of FLORAL PARK and NYU LANGONE, which approval shall be evidenced by the signature of the Mayor of FLORAL PARK and a duly authorized officer of NYU LANGONE to this Agreement.

**INCORPORATED VILLAGE OF**

**NYU LANGONE HEALTH**

**BY:** \_\_\_\_\_  
**Kevin M. Fitzgerald, Mayor**

**BY:** \_\_\_\_\_  
**NYU Langone Hospital**

**DRAFT**