

**Meeting of the Board of Fire Commissioners
Of the Manhasset-Lakeville Fire District
In the Town of North Hempstead
In the County of Nassau, New York
January 17, 2023**

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At a regular meeting of the Board of Fire Commissioners of the Manhasset-Lakeville Fire District, in the Town of North Hempstead, in the County of Nassau, New York, held at the Fire District Office, 170 East Shore Road, Great Neck, New York, on January 17, 2023 at 5:20 p.m. (Prevailing time),

There were present:

Commissioner(s):

Honorable Mark S. Sauvigne, Chairman of the
Board of Fire Commissioners

Honorable, Brian J. Morris Fire District
Treasurer

Honorable, Steven Flynn Fire District
Secretary

Also present:

Business Manager Hilary Grossman

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Meeting called to order by the Chairman at 5:20 p.m.

Minutes of the previous meeting to stand approved by the Board.

Incoming and outgoing communications were considered by the Board.

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT
RELATING TO APPROVAL OF CHECKS
ORGANIZATION NUMBER 3**

To the Treasurer:

I certify that the vouchers on the submitted check register were audited by the Board of Commissioners of the Manhasset-Lakeville Fire District on 1/17/23 and are allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount indicated on the opposite of his name.

Brian J. Morris
Commissioner
Manhasset-Lakeville Fire District

Date: 1/17/23

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne:

WHEREAS the purchases for goods and services identified and presented to the Board of Commissioners this date, 1/17/23, have been found to be properly acknowledged as received or due, and have been audited according to the tenets of Town Law §176 (4a) and in compliance with the Procurement Policy of the Manhasset-Lakeville Fire District and,

WHEREAS the audit of claims by the Board of Commissioners is a deliberate process to determine that the proposed payment is proper and just and satisfies the following criteria:

The proposed payment is for a valid and legal purpose.

The obligation was incurred by an authorized official.

The goods or commodities for which payment is claimed were actually rendered.

The obligation does not exceed the available appropriation.

The claim is in proper form; it is mathematically correct; it meets legal requirements; it does not include any charges for taxes from which the organization is exempt; it includes discounts to which the organization is entitled it does not include charges previously claimed and paid; and it is in agreement with an attached invoice.

NOW, THEREFORE, it is hereby

RESOLVED to approve payment to the vendors identified on Check Number 16702 thru Check Number 16702 this date.

The adoption of the foregoing Resolution (#F33-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Sauvigne, Commissioner Morris, Commissioner Flynn
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT
RELATING TO APPROVAL OF CHECKS
ORGANIZATION NUMBER 1**

To the Treasurer:

I certify that the vouchers on the submitted check register were audited by the Board of Commissioners of the Manhasset-Lakeville Fire District on 1/17/23 and are allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount indicated on the opposite of his name.

Brian J. Morris
Commissioner
Manhasset-Lakeville Fire District

Date: 1/17/23

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne:

WHEREAS the purchases for goods and services identified and presented to the Board of Commissioners this date, 1/17/23, have been found to be properly acknowledged as received or due, and have been audited according to the tenets of Town Law §176 (4a) and in compliance with the Procurement Policy of the Manhasset-Lakeville Fire District and,

WHEREAS the audit of claims by the Board of Commissioners is a deliberate process to determine that the proposed payment is proper and just and satisfies the following criteria:

- The proposed payment is for a valid and legal purpose.
- The obligation was incurred by an authorized official.
- The goods or commodities for which payment is claimed were actually rendered.
- The obligation does not exceed the available appropriation.
- The claim is in proper form; it is mathematically correct; it meets legal requirements; it does not include any charges for taxes from which the organization is exempt; it includes discounts to which the organization is entitled it does not include charges previously claimed and paid; and it is in agreement with an attached invoice.

NOW, THEREFORE, it is hereby

RESOLVED to approve payment to the vendors identified on Check Number 14785 thru Check Number 14817 this date.

The adoption of the foregoing Resolution (#F34-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Sauvigne, Commissioner Morris, Commissioner Flynn
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT RELATING TO
APPROVAL OF EXPENDITURES**

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne

WHEREAS, the purchase of goods and services identified and presented to the Board of Commissioners this date, 1/17/23 have been found to be properly acknowledged as requested expenditures, according to the Procurement Policy of the Manhasset-Lakeville Fire District,

NOW, THEREFORE, it is hereby

RESOLVED to approve purchase to the vendors identified on Board of Commissioners Expenditure Request form submitted to the Board by the Supervisor as follows:

Approval of Expenditures:

VENDOR	DESCRIPTION	AMOUNT	BUDGET NUMBER	PURCHASE SUPPORT
National Auto Fleet	District Truck 8782	\$97,292.62	3410.225.B	GC
National Auto Fleet	District Truck 8780	\$96,249.60	3410.225.B	GC
W.B Mason	December Invoices	\$5,059.42	3410.475.1 ,F	GC
All American Uniforms	2023 Class A Uniforms	\$12,292.61	3410.486.0	PS
MSC Supply	December Invoices, Budget Items	\$10,175.66	Assorted	GC
TOTAL	REQUESTED	\$221,051.91		

The adoption of the foregoing Resolution (#F35-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Sauvigne, Commissioner Flynn
Nays: None

JOINT POLICY OF MANHASSET-LAKEVILLE WATER AND FIRE DISTRICTS
ADDRESSING DENTAL AND OPTICAL COVERAGE IN RETIREMENT FOR NON-UNION
FULL-TIME EMPLOYEES, MANAGEMENT EMPLOYEES, AND ELECTED/APPOINTED
OFFICERS
DISTRICT POLICY ADOPTED AND APPROVED EFFECTIVE JANUARY 17, 2023

This Policy applies to both the Manhasset-Lakeville Water District (“Water District”), and the Manhasset-Lakeville Fire District (“Fire District”). References herein to the “District” shall be deemed to refer to either or both Districts, as applicable.

For purposes hereof, the following terms have the following meanings:

“Covered Dependents” means the spouse of a Covered Retiree, and any dependent children of the Covered Retiree who reside with the Covered Retiree and are under the age of twenty six (26); provided, however, that a person who qualifies as a Covered Dependent shall cease to be a Covered Dependent upon the death of the Covered Retiree.

“Effective Date” means January 17, 2023, the date of adoption hereof;

“Full-time Employee” means all persons who are, as of the Effective Date, or after the Effective Date become, full-time employees of the District who are not covered by a collective bargaining agreement, and including management personnel (e.g., Superintendents, Supervisors, Office Managers);

“Officer” means all persons who are, as of the Effective Date, or after the Effective Date become, an elected officer of the District, or who are appointed by the Board of Commissioners as an officer of the District.

“Vesting Period” shall mean: (i) ten (10) years of continuous employment by the District, with respect to all Full-time Employees and (ii) nine (9) years of service with the District, with respect to all Officers;

“Good Standing” means a termination of employment with the District other than (i) by the District based upon incompetency or misconduct, or (ii) by mutual agreement of the District and the employee arising from employee incompetency or misconduct; without limiting the foregoing, the expiration of the term of an elected Officer shall be deemed a retirement in Good Standing;

This Policy does not affect any persons who, prior to January 1, 2022, have retired from either District and who, as of January 1, 2022, are entitled, or whose spouses or eligible dependents currently are entitled, to dental and/or optical benefit coverage through the District (hereinafter, “Prior Retirees”). Dental and Optical Coverage Benefits for Prior Retirees shall continue without amendment unless and until the Board of Commissioners of the District determines by duly adopted Board resolution to alter, amend or terminate such coverage for Prior Retirees.

Upon retirement or termination of Employment with the District, coverage under the District’s dental insurance policy will terminate. An employee can elect to continue coverage under COBRA and pay 100% of the dental insurance premium.

Notwithstanding the foregoing, any Full-time Employee or Officer who completes the applicable Vesting Period with the District and thereafter retires from District employment, in accordance with the rules and regulations applicable to retirement set forth by the New York State and Local Government Retirement System (NYSLGRS) or its successor, in Good Standing (hereinafter, a "Covered Retiree"), shall thereafter be entitled to dental and optical benefits coverage, through the District on the terms and conditions herein contained.

The District will provide during the Covered Retiree's lifetime dental and optical coverage to the Covered Retiree and any Covered Dependent of the Covered Retiree as follows:

The District will reimburse documented dental expenses up to a maximum of \$2,000 per year, per individual; provided, however, that if a Covered Retiree has more than one Covered Dependent, then the maximum aggregate annual reimbursement to such Covered Retiree and his or her dependents will be limited to \$5,000.

The District will reimburse documented optical expenses for a Covered Retiree up to a maximum aggregate annual reimbursement of \$1,600 per year; provided, however, that if such Covered Retiree has one or more Covered Dependents, then the documented optical expenses of such Covered Dependents will be eligible for reimbursement by the District, provided that the aggregate annual amount reimbursed to the Covered Retiree and all Covered Dependents does not exceed, in the aggregate, \$1,600.

The obligation of the District to reimburse any dental and optical expenses authorized hereunder shall be conditioned upon the Covered Retiree providing to the District documentation satisfactory in all respects to the District establishing the incurring and payment of such expenditure by such Covered Retiree.

Notwithstanding any contrary provision contained herein, any Covered Retiree who, after retiring from the District, attains eligibility for (i) dental coverage in retirement through a new employer will cease to be eligible for dental coverage in retirement through the District, and (ii) optical coverage in retirement through a new employer will cease to be eligible for optical coverage in retirement through the District.

This Policy is subject to amendment, modification, revocation and termination by the Board of Commissioners of the District, by duly adopted Board resolution, at any time.

The adoption of the foregoing Resolution (#F36-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Flynn, Commissioner Sauvigne, Commissioner Morris

Nays: None

JOINT POLICY OF MANHASSET-LAKEVILLE WATER AND FIRE DISTRICTS
ADDRESSING HEALTH BENEFIT COVERAGE IN RETIREMENT

DISTRICT POLICY ADOPTED AND APPROVED EFFECTIVE JANUARY 17, 2023
This Policy applies to both the Manhasset-Lakeville Water District (“Water District”), and the Manhasset-Lakeville Fire District (“Fire District”). References herein to the “District” shall be deemed to refer to either or both Districts, as applicable.

For purposes hereof, the following terms have the following meanings:

“Effective Date” means January 17, 2023, the date of adoption hereof;

“Full-time Employee” means all persons who are, as of the Effective Date, or after the Effective Date become, full-time employees of the District, whether or not covered by a collective bargaining agreement, and including management personnel (e.g., Superintendents, Supervisors, Office Managers);

“NYSHIP” means the New York State Employee’s Health Insurance Empire Plan (NYSHIP) or such other health insurance plan in lieu thereof that the District provides from time to time to those of its employees who receive health insurance coverage through the District;

“NYS&LGRS” means the New York State and Local Government Retirement System or its successor;

“Officer” means all persons who are, as of the Effective Date, or after the Effective Date become, elected officer of the District, or who are appointed by the Board of Commissioners as an officer of the District.

“Vesting Period” shall mean: (i) ten (10) years of continuous employment by the District, with respect to all Full-time Employees and (ii) nine (9) years of continuous service with the District, with respect to all Officers; provided, however, that with respect to Full-time Employees who are not covered by a collective bargaining agreement, so long as he or she retires from the District with at least five (5) years of continuous employment by the District, the requirement of ten years of continuous employment by the District shall be deemed satisfied if he or she has been employed by the District and any other Participating Agency in NYSHIP for an aggregate of at least ten (10) years .

“Good Standing” means a termination of employment with the District other than (i) by the District based upon incompetency or misconduct, or (ii) by mutual agreement of the District and the employee arising from employee incompetency or misconduct; without limiting the foregoing, the expiration of the term of an elected Officer shall be deemed a retirement in Good Standing;

This Policy does not affect any persons who, prior to the Effective Date, have retired from either District and who, as of the Effective Date, are entitled, or whose spouses or eligible dependents currently are entitled, to health benefit coverage through the District (hereinafter, “Prior Retirees”).

Health Coverage Benefits for Prior Retirees shall continue without amendment unless and until the Board of Commissioners of the District determines by duly adopted Board resolution to alter, amend or terminate such coverage for Prior Retirees.

Any Full-time Employee or Officer who completes the applicable Vesting Period with the District and thereafter retires from District employment, in accordance with the rules and regulations applicable to retirement set forth by the New York State and Local Government Retirement System (NYSLGRS) or its successor, in Good Standing (hereinafter, a "Covered Retiree"), shall thereafter continue to be entitled to such health insurance coverage, including spousal benefits, through the District as such Covered Retiree was receiving through the District at the time of such Covered Retiree's retirement from the District (hereinafter, "Coverage in Retirement"), subject to the terms and conditions herein contained.

The District and the Covered Retiree who is neither a Management Employee nor an Official will contribute to the premium cost of the Coverage in Retirement in accordance with the collective bargaining agreement to which the District is a party at the time such Covered Retiree retires from employment with the District.

The District and the Covered Retiree who is either a Management Employee or an Official will contribute to the premium cost of the Coverage in Retirement in the same percentage that he or she is contributing at the time of such Covered Retiree's retirement from the District

Notwithstanding any contrary provision contained herein, any Covered Retiree who, at the time of his or her retirement from the District has not yet met the eligibility requirements of the NYS&LGRS, and elects to continue coverage as a Covered Retiree hereunder must pay all premium cost of Coverage in Retirement from the date of retirement from the District through such time as such Covered Retiree satisfies all applicable NYS&LGRS eligibility requirements ("NYS&LGRS Eligibility").

Notwithstanding any contrary provision contained herein, any Covered Retiree who, after retiring from the District, attains eligibility for "NYSHIP" coverage in retirement through a new employer will cease to be eligible for Coverage in Retirement through the District.

In the event that a Covered Retiree has a surviving spouse and/or dependent who is enrolled for Coverage in Retirement through the District at the time of the Covered Retiree's death, the District shall be responsible for 75% of the Coverage in Retirement premiums to continue coverage for such surviving spouse and/or dependent(s) while they remain eligible for Coverage in Retirement as a surviving spouse or dependent of the deceased Covered Retiree. The surviving spouse and/or dependent(s) must reimburse the District for the remaining 25% (the "Surviving Spouse Premium Contribution").

When the Covered Retiree and /or their spouse becomes eligible for Medicare the District will reimburse to the Covered Retiree and/ or their spouse an amount equal to the amount of the Medicare premium deducted from the Covered Retiree's Social Security checks. If the Medicare premium is deducted from the Social Security check issued to the surviving spouse of a Covered Retiree, the District will reimburse same by reducing the Surviving Spouse Premium Contribution on a dollar for dollar basis. If the Surviving Spouse Premium Contribution exceeds the Medicare reimbursement, then the surviving spouse shall reimburse the difference to the District. If the

Surviving Spouse Premium Contribution is less than the Medicare reimbursement, then the surviving spouse shall not be entitled to the difference from the District.
This Policy is subject to amendment, modification, revocation and termination by the Board of Commissioners of the District, by duly adopted Board resolution, at any time.

The adoption of the foregoing Resolution (#F37-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Flynn, Commissioner Sauvigne
Nays: None

RESOLVED, that The Board of Commissioners (the “Board”) of the Manhasset-Lakeville Fire District (the “District”), hereby adopts this Non-Emergency Standby Meal Stipend Policy effective January 1, 2023

Each Fire Department and the Ambulance unit will receive an annual Standby Meal Stipend of \$4,000 per year. This annual rate is based upon the assumption that each Department and the Ambulance Unit will conduct one (1) standby per week, consisting of four (4) members, with an estimate per member allotment of \$19.25

The stipend will be paid to each Department and the Unit in quarterly installments of \$1,000 at the beginning of each quarter.

The District will periodically review actual standby results to make sure the assumed annual standbys are actually being conducted.

The adoption of the foregoing Resolution (#F38-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Flynn, Commissioner Sauvigne
Nays: None

The Board was in receipt of and acknowledged the information contained in an email from the Ambulance Unit requesting missing member credit.

The Board acknowledged receipt of and discussed the information contained in the Charles Schwab and Ameriprise statement.

The Board was in receipt of and acknowledged the information contained in the Firehouse Usage Request.

Meeting adjourned at 6:30 p.m. I hereby certify the aforementioned is a true and exact copy of the Minutes of Meeting held on January 17, 2023.

Steven Flynn, Secretary

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