

**Meeting of the Board of Water Commissioners
Of the Manhasset-Lakeville Water District
In the Town of North Hempstead
In the County of Nassau, New York
December 9, 2025**

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At a regular meeting of the Board of Water Commissioners of the Manhasset-Lakeville Water District, in the Town of North Hempstead, in the County of Nassau, New York, held at the Water District Office, 170 East Shore Road, Great Neck, New York, on December 9, 2025 at 4:00 p.m. (Prevailing time),

There were present:

Commissioner(s): Honorable Steven Flynn, Chairman of the Board of Water Commissioners

Honorable Mark Sauvigne, Water District Treasurer

Honorable Brian Morris, Water District Secretary

Also present: Superintendent Paul J. Schrader
Business Manager Hilary Grossman

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Meeting called to order by the Chairman at 4:00 p.m.

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

Incoming and outgoing communications were considered by the Board.

Superintendent Schrader provided documentation with the activities of the Water District for the current week. General discussions were held relating to the operation of the District as follows. Discussions were held on each project.

Shelter Rock AOP	The sewer application is under review by the NCDPW. H2M meeting NC on Friday December
251 Searingtown (Toll Bros)	Received release agreement from surety, waiting for Palace to sign off. Received NCDOH comment letter on plans.
Spruce Pond	Letter acknowledged, attorneys are in contact.
Univerus	Continue to work on dispatch/service orders.
Searingtown AOP	Waiting on final DOH plan approvals.
Evans Street Water Main	Paving not scheduled yet, not complete.
Thomaston Tank Rehabilitation	Waiting on countersigned IMA from NCPD. T-Mobile and AT&T seeking renewals. Gave CP AT&T contact info
Campbell Well #1 PFAS	Flooring being installed, roof rafters scheduled for next week.
Eden GACs	Final payment remains.
Lead Line Inventory	So far no customers inquiring about the \$2500.00
Propel NY	Waiting on form of agreement for any needed water main offset work
401-a Plan	Union rep has MOA for approval
Laim Fonal	Part Time Laborer Appointment
Daniel FOnal	Out for shoulder surgery, request to carry an additional week of vacation into 2026

MEMORANDUM OF AGREEMENT

Memorandum of Agreement dated as of the 9 day of December, 2025, by and between the Board of Commissioners of the Manhasset-Lakeville Water District, with its principal place of business at 170 East Shore Road, Great Neck, New York 11023 (hereinafter, the "District" or "Employer"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Manhasset-Lakeville Water District Unit of Nassau Municipal Local 882, with its principal place of business at 143 Washington Ave., Albany, New York 12210 (hereinafter, "CSEA" or "Association").

WITNESSETH

WHEREAS, the District and the CSEA are parties to a collective bargaining agreement dated as of January 1, 2024 (the "CBA"); and

WHEREAS, the District, through third party provider US Bencor MidAmerica ("Bencor"), sponsors a 401(a) plan under Internal Revenue Code Section 401-a, providing certain District employees an additional program to save for retirement (the "MLWD 401-a Plan"); and

WHEREAS, currently, the MLWD 401-a Plan is available for the District's employees who are not covered employees under the CBA; and

WHEREAS, according to Bencor, the plan creates a significant tax savings to a retiring employee who has accrued sick and vacation time, which is conditioned upon direct deposit by the District into the employee's account in the MLWD 401-a Plan of the amount of accrued but unused and unpaid paid time off ("PTO at Retirement"), otherwise payable directly to the retiring employee;

WHEREAS, Bencor advises that the MLWD 401-a Plan enables the retiring employee to avoid having to pay the Federal Insurance Contributions Act (FICA) tax that ordinarily would apply with respect to the employee's direct receipt of the PTO at Retirement, and to avoid having to pay federal and state income tax on the PTO at Retirement until the employee withdraws his funds from the MLWD 401-a Plan, all of which FICA and income taxes otherwise would be payable by the employee at retirement if the District paid the accrued PTO directly to the employee; and

WHEREAS, Bencor also advises that the employee can leave the funds invested with the plan provider indefinitely, or withdraw the funds in whole or in part immediately after the employee's account is established (assuming the employee has reached retirement age under the NYS&LRS); and

WHEREAS, the District, in order to maximize the benefits available to its employees under the MLWD 401-a Plan, is presently working with Bencor to amend the MLWD 401-a Plan to extend the employee's obligation to make direct deposit at retirement to include any payments payable to a retiring employee under any early retirement incentive program offered from time to time by the District; and

WHEREAS, the District and the CSEA desire to extend the MLWD 401-a Plan to its employees who are covered by the CBA (the "Union Employees"); and

NOW, THEREFORE, it is mutually agreed by and between the representatives of the undersigned parties as follows:

1. Notwithstanding any contrary provision contained in the CBA, all Union Employees who qualify for participation in the MLWD 401-a Plan shall be participants therein, entitled to all rights of and subject to all obligations of participants therein, as the MLWD 401-a Plan may be amended or replaced from time to time consistent with applicable provisions of law, including, without limitation, any amendment to extend the obligation of a retiring employee to deposit directly into the MLWD 401-a Plan at retirement any payments to which he is entitled under any early retirement incentive program that may be offered by the District from time to time.
2. Section "B." of Article XXXIX, "Sick Leave," of the CBA is hereby amended to read in its entirety as follows:

"B. The District will pay to an employee, at retirement or voluntary resignation (not termination for cause), 75% of the cash value of all unused sick days accumulated by that employee at the employee's current rate of pay. Notwithstanding the foregoing, if the aggregate amount payable to such employee hereunder exceeds the maximum amount permitted under applicable laws, rules and regulations to be deposited into the MLWD 401-a Plan at the time of retirement or resignation (the "Maximum 401-a Contribution") then the amount of the payment at retirement or resignation shall equal the Maximum 401-a Contribution and the portion of the aggregate amount in excess thereof shall be payable on the first anniversary of the date of retirement or resignation."
3. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by PDF or other electronic means shall be deemed original signatures.

The adoption of the foregoing Resolution (#W222-25) was duly put to a vote on roll call, which resulted as follows:

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

MEMORANDUM OF AGREEMENT

Memorandum of Agreement dated as of the 9 day of December, 2025, by and between the Board of Commissioners of the Manhasset-Lakeville Water District, with its principal place of business at 170 East Shore Road, Great Neck, New York 11023 (hereinafter, the "District" or "Employer"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Manhasset-Lakeville Water District Unit of Nassau Municipal Local 882, with its principal place of business at 143 Washington Ave., Albany, New York 12210 (hereinafter, "CSEA" or "Association").

WITNESSETH

WHEREAS, the District and the CSEA are parties to a collective bargaining agreement dated as of January 1, 2024 (the "CBA"); and

WHEREAS, the CBA establishes when a covered employee is entitled to paid time off; and

WHEREAS, Thomas Waldron, a covered employee, was the victim of a criminal assault that has caused him to be hospitalized and seriously injured; and

WHEREAS, prior to that incident, Waldron notified the Board of his intention to retire effective as of December 31, 2025 (the "Scheduled Retirement Date"); and

WHEREAS, Waldron, in deciding to retire, took into account the accumulated but unused paid time for which, pursuant to the CBA, he would be entitled to a compensatory payment at the time of retirement ("Waldron's PTO at Retirement"); and

WHEREAS, absent the action contemplated herein, the extraordinary, unfortunate and not reasonably foreseeable incident would require that Waldron consume a significant portion of Waldron's PTO at Retirement, reducing the amount of the compensatory payment to which he would otherwise be entitled at retirement; and

WHEREAS, the District and CSEA desire that the Board award to Waldron paid administrative leave, not presently authorized under the CBA with respect to these circumstances, in order to enable Waldron to be paid during the period commencing on the day immediately following the date of the incident, through his Scheduled Retirement Date, without having to consume other accrued but unused paid time off;

NOW, THEREFORE, it is mutually agreed by and between the representatives of the undersigned parties as follows:

4. Notwithstanding any provision in the CBA that authorizes Waldron to receive paid time off with respect to his inability to work as the result of the incident, the District shall grant to Waldron paid administrative leave for the period commencing [November 5, 2025], and ending on December 31, 2025 (the “Administrative Paid Leave Period”), as to those days during such Period that Waldron is unable to work.

The foregoing accommodation is made due to the extraordinary, unfortunate and not reasonably foreseeable circumstances that have impacted Waldron through no fault of his own, in order to enable Waldron to be paid by the District during the Administrative Paid Leave Period without reducing any other accrued but unused paid time off to which Waldron is entitled under the CBA.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by PDF or other electronic means shall be deemed original signatures.

The adoption of the foregoing Resolution (#W223-25) was duly put to a vote on roll call, which resulted as follows:

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

On a motion proposed by Commissioner Sauvigne and seconded by Commissioner Morris, the board hereby RESOLVES to appoint Liam Fonal as a laborer at a rate of \$18.50 per hour pending Civil Service approval.

The adoption of the foregoing Resolution (#F224-25) 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 WATER DISTRICT
RELATING TO APPROVAL OF CLAIMS
ORGANIZATION NUMBER 1**

To the Treasurer:

I certify that the claims submitted for approval were audited by the Board of Commissioners of the Manhasset-Lakeville WATER District on 12/09/2025 and are allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount indicated.

Commissioner Morris
Manhasset-Lakeville Water District

Date: 12/09/2025

Commissioner Sauvigne proposed the following motion, seconded by Commissioner Flynn

WHEREAS the purchases for goods and services identified and presented to the Board of Commissioners this date, 12/09/2025, 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 WATER 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 based upon the board approval on this date.

The adoption of the foregoing Resolution (#W225-25) was duly put to a vote on roll call, which resulted as follows:

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

Resolution on Incentive Policy for Voluntary Termination of Employment

WHEREAS, the Board of Commissioners (the “Board”) has determined that the interests of the District, its residents and taxpayers will be promoted by offering financial incentives to encourage employees who have attained minimum years of service as an employee of the District, to voluntarily terminate their employment with the District, thereby yielding savings to the District through reduced personnel costs; and

WHEREAS, pursuant to, among other applicable laws, rules and regulations, Civil Service Law § 163(4) and General Municipal Law § 92-a, and as contemplated under NYS Compt. Op. No. 2000-4, the Board is authorized to adopt a voluntary termination of employment incentive program, which is not intended, and shall not be deemed, to constitute a “retirement system,” for purposes of the NYS Retirement and Social Security Law;

NOW, THEREFORE, it is hereby RESOLVED, as follows:

1. For purposes hereof, an “Eligible Employee” shall mean each employee of the District who, during the period commencing August 1, 2025, through September 30, 2025 (the “Incentive Period”): (i) has attained the minimum age of 55; and (ii) has reached the required years of credited service based upon their tier in the New York State retirement system.
2. During the Incentive Period, each Eligible Employee, upon reaching the age of 55, may elect to terminate his or her employment with the District effective not later than December 31, 2025, and thereby become entitled to the financial incentives described below.
3. Each such Eligible Employee who so elects (a “Participant”) shall, upon ceasing to be an employee of the District during the Eligible Period or thereafter through December 31, 2025, be entitled to the following:

(a.) \$1,000 multiplied by the number of full years of employment with the District that he or she has completed, net of all income tax and other applicable payroll withholding, to be contributed to the District’s 401(a) Plan on behalf of the participant, in accordance with applicable IRS rules ;

(b.) payment by the District of 100% of NYSHIP health insurance premiums for the Participant for so long as he or she is enrolled in NYSHIP coverage, for the level of coverage (e.g., family or single coverage) that the Participant was enrolled for at the time of termination of employment, regardless of whether the Participant is required to contribute toward such premiums while an active employee; provided, however, that in the event that the Participant thereafter reduces the level of coverage, the District shall be responsible only for such reduced level of coverage; provided, further, that in the event that the Participant is enrolled with NYSHIP at the time of the passing of the Participant and the Participant leaves a surviving spouse or other dependent(s) covered by NYSHIP at the time of the Participant’s passing, the District shall be responsible for 75% of the NYSHIP premiums to continue coverage for such surviving spouse and/or dependent(s) while they remain eligible for coverage under NYSHIP as a surviving spouse or dependent of the deceased Participant, and so such surviving spouse and/or dependent(s) shall be responsible, and shall reimburse the District, for the remaining 25%; and

(c.) payment for each sick day and vacation day that has accrued to such employee as of the date of termination of employment, has not been used, and has not otherwise lapsed, and which otherwise

would be payable to the Participant at the rate of 75% of ending salary, shall be payable under this Policy at 100% of the annual salary in effect for such Participant at the time of his or her termination of employment, net of all income tax and other applicable payroll withholding; provided, however, that if the amount payable under this subclause "c." exceeds \$70,000, then such amount shall be payable in two installments, the first, in the amount of \$70,000, to be contributed to the District's 401(a) Plan, in accordance with the applicable IRS guidance, for the date of retirement, and the second, in the amount of the unpaid balance, payable on the 1st anniversary of the date of retirement.

4. Each Participant must notify the District in a signed writing of his or her intention to participate, and such notice must be received by the District not later than September 30, 2025
5. The entitlement of a Participant to the financial incentives set forth herein fully vests upon the effective date of his or her voluntary termination of employment, and is not conditioned upon his or her receiving or being entitled to benefits under any retirement plan in which he or she is a member.

The adoption of the foregoing Resolution (#W226-25) was duly put to a vote on roll call, which resulted as follows:

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

There was no board correspondence.

Meeting adjourned at 5:00 p.m. I hereby certify the aforementioned is a true and exact copy of the Minutes of Meeting held on December 9, 2025.

Brian J. Morris, Secretary

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