

**VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES**  
**\*LTV Studios, 75 Industrial Road, Wainscott, NY 11975**  
**Friday, December 15, 2023, 11:00 A.M.**  
\* Please note location change  
**(Revised 12.14.23)**

**AGENDA**

**PLEDGE OF ALLEGIANCE:**

**MAYOR'S ANNOUNCEMENTS:**

**ROLL CALL:**

**PRESENTATIONS:**

Hugh King  
Chief Mary Mott  
Gerry Turza / EHFDD Recruitment Video  
Big John Ryan + Vicki Littman / 2024 Polar Bear Plunge  
Surfrider / Single Use Plastics Legislation

**BOARD DISCUSSION:**

Speed Cameras on Side Streets

**PUBLIC HEARING:**

**Introductory #13-2023**, a proposed local law amending the code of the Village of East Hampton, Chapter 68 (Animals) Article 1 Dog Control.

**PUBLIC COMMENT:**

**MOTIONS/RESOLUTIONS:**

**Resolution #119-2023;**

Approve claim vouchers for the month of November.

**Resolution #120-2023;**

Approve Warrants as listed:

#23	11/30/2023	GUARANTEES-NOV'23
#24	11/30/2023	GEN FUND #2-NOV'23
#25	11/30//2023	LOSAP-NOV'23
#26	12/15/2023	GEN FUND #1-DEC'23
#27	12/15/2023	GEN FUND-WARRANT-DEC'23
#28	12/15/2023	CAPITAL FUND-DEC'23

**Resolution #121-2023;**

Approve Budget Transfer Schedule #2, Reference #3, dated December 2023.

**Resolution #122-2023;**

Approve departmental reports.

**Resolution #123-2023;**

Resolved the 2023-2024 Village Budget is hereby amended to increase estimated revenue and appropriations in the amount of \$427,905.01 for expenditures related to paving restorations.

**Resolution #124-2023;**

Resolved the 2023-2024 Village Budget is hereby amended to increase estimated revenue and appropriations in the amount of \$225,000 for expenditures related to the EMS, Police and Fire Departments.

- Resolution #125-2023;** Resolved the 2023-2024 Village Budget is hereby amended to increase appropriations from the Undesignated Fund Balance in the amount of \$141,659.75 for the Herrick Park Basketball Courts.
- Resolution #126-2023;** Approve the appointment of the investment management firm East End Financial Group as the Registered Investment Advisor for the Village of East Hampton Volunteer Fire Department Service Awards Program effective January 1, 2024.
- Resolution #127-2023;** Approve the Village of East Hampton updated Investment Policy (*per Dec. 12<sup>th</sup>, 2023 memo from M. Baladron*)
- Resolution #128-2023;** Approve all financial documents/transactions relating to the Village of East Hampton Volunteer Fire Department Service Awards Program, East End Financial Group and the Custodian, BNY Pershing LLC, signature authorization will be issued by the Authorized Signors; Village Administrator Marcos Baladrón and Village Treasurer Dominique Cummings.
- Resolution #129-2023;** Approve the three (3) year proposal from Firefly Admin Inc. in the amount of \$9,750 plus processing fees each year/term to provide actuarial and administration services (January 1, 2024 – December 31, 2026 service period) to the Fire Department Length of Service Award Program (LOSAP).
- Resolution #130-2023;** Approve the Northwest Fire Protection District Fire and Ambulance Services Agreement and the East Hampton Water Supply District Fire and Ambulance Services Agreement for 2024 & 2025 between the Town of East Hampton and the Village of East Hampton in the amount of \$3,619,488 for 2024 and \$3,764,268 for 2025, effective January 1<sup>st</sup>, 2024.
- Resolution #131-2023;** Approve \$16,471 quote from Lincoln IT for Duo Multi-Factor Authentication for the Village computer email system set-up fee with a \$450 monthly Security Platform.
- Resolution #132-2023;** Approve \$3,024.40 quote from Lincoln IT for Azure Single Sign-On for the Village computer email system set-up fee with a \$32.40 monthly Directory Premium.
- Resolution #133-2023;** Approve \$2,275 quote from Outdoor Lighting Perspectives to replace broken light fixtures and accessories at various Village locations.
- Resolution #134-2023;** Approve Derrig and Crawford Landscape Architects, PLLC as a Consultant for Landscape Architect Services.
- Resolution #135-2023;** Approve \$108,993.81 quote from Stryker Medical for replacement/trade-in of three (3) LifePak Monitors and approve \$50,620.09 quote to purchase one (1) LifePak Monitor (*per Dec. 6<sup>th</sup>, 2023 memo from G. Turza*)
- Resolution #136-2023;** Approve request from Guild Hall to waive the \$70,854.62 fee associated with their Building Permit Renewal, covering construction related to the renovation of their building and WHEREAS, the Village Board of Trustees is inclined to grant this request based upon Guild Hall's status as a 501 (C) 3 not for Profit Corporation which provides a cultural benefit in addition to a variety of highly useful services within the local community.
- Resolution #137-2023;** Approve the \$1,295 purchase of cloud backup service from G Force Data for an annual subscription, for the period of January 1<sup>st</sup>, 2024 – December 31<sup>st</sup>, 2024 (*per Dec. 6<sup>th</sup>, 2023 memo from Acting Chief Erickson*)

- Resolution #138-2023;** Approve Agreement between the YMCA East Hampton RECenter and the East Hampton Fire Department Dive Team for the use of the facilities of the YMCA for training purposes at no charge.
- Resolution #139-2023;** Approve the employment of Michael D. Arkinson as a part-time police officer at the rate of \$30.00 per hour, effective December 22<sup>nd</sup>, 2023 (*per Dec. 5<sup>th</sup>, 2023 memo from Acting Chief Erickson*)
- Resolution #140-2023:** Approve the correction to Resolution #106-2023, in reference to Tyanna Middleton's start Date effective retroactively to October 31<sup>st</sup>, 2023 (*per Nov. 15<sup>th</sup>, 2023 memo from Acting Chief Erickson*)
- Resolution #141-2023;** Accept the November 28<sup>th</sup>, 2023 East Hampton Village Ambulance Association Election results for 2023-2024; Mary Mott - President, Mary Ellen McGuire - Vice President, Laura Van Binsbergen – Treasurer, and Suzy Dayton - Secretary.
- Resolution #142-2023;** Accept the \$476,000 bid received from Carter-Melence, Inc. for repair of the Emergency Services Building Public Meeting Room at 1 Cedar Street as per November 2<sup>nd</sup> bid specifications – Expenditure to be paid from the Capital Reserve Fund. This resolution is adopted subject to permissive referendum.
- Resolution #143-2023;** Approve the \$15,000 quote from The Raynor Group, P.E. for Construction Monitoring and Contract Administration for the Emergency Services Building Public Meeting Room.
- Resolution #144-2023;** Accept the \$19,985 bid received from Beachum Recreation for the purchase of public use outdoor ADA compliant drinking fountains as per November 17<sup>th</sup> bid specifications.
- Resolution #145-2023;** Accept the \$68,007.45 bid received from BK Builders for the Front Lobby Renovation at the Emergency Services Building at 1 Cedar Street as per November 17<sup>th</sup> bid specifications, to be paid from the Assigned Fund Balance.
- Resolution #146-2023;** Accept the \$134,683.51 bid received from BK Builders for New Roof Installation at Home Sweet Home Museum at 14 James Lane as per November 17<sup>th</sup> bid specifications – Expenditures to be paid from the Capital Reserve Fund. This resolution is adopted subject to permissive referendum.
- Resolution #147-2023;** Accept the \$63,000 bid received from Patrick Montgomery for the lease of Sea Spray Cottage #1 as per November 17<sup>th</sup> bid specifications.
- Resolution #148-2023;** Notice to Bidders for fence replacement at Millstone Park located at 61 Main Street SCTM #301-3-6-24.2 with the bid specs available on December 15, 2023 and the bid opening to be held January 9<sup>th</sup>, 2024 at 2:00 pm at Village Hall.
- Resolution #149-2023;** Notice to Bidders for the lease of Sea Spray Cottage #14 with the bid specs available on December 15, 2023 and the bid opening to be held January 9<sup>th</sup>, 2024 at 2:00 pm at Village Hall.
- Resolution #150-2023;** Approve All Service Electric, Inc. as our Electrical Contractor/Vendor under Suffolk County Contract ERS061522 and ES110623 on a will call basis (*per Dec. 12<sup>th</sup>, 2023 memo from D. Collins*)

- Resolution #151-2023;** Approve the East Hampton Village Emergency Medical Service Rules and Regulations, effective immediately (*per EMS Chief M. Mott*).
- Resolution #152-2023;** Approve the refund of \$1,239.29 tax payment penalty to Village Residents Seth and Toni Bernstein (*per Administrator M. Baladrón*)
- Resolution #153-2023;** Approve the thirty (30) year License Agreement between the Village of East Hampton and the Ladies Village Improvement Society (LVIS) for the use of the Garages SCTM# 301-4.-5-5.2 (January 1, 2024 – December 31, 2053).
- Resolution #154-2023;** Approve quote from ADP for payroll software, benefits administration and outsourced human resource services for up to \$62,000 per year for a three (3) year agreement.
- Resolution #155-2023;** Approve \$3,200 a month quote from Puzzle HR for managed payroll services within ADP Software for a one (1) year agreement.
- Resolution #156-2023;** Approve \$7,974.70 quote from CDW-G for video conferencing equipment for the Fire Council conference room.
- Resolution #157-2023;** Approve promotion of Rhona Plinton at an annual salary of \$70,000, effective January 1<sup>st</sup>, 2024.
- Resolution #158-2023;** Approve resignation of Gabrielle McKay as Secretary to the Planning Board, effective January 1<sup>st</sup>, 2024.
- Resolution #159-2023;** Approve appointment of Lindsey LaPoint to the position of Secretary to the Planning Board at the annual starting salary of \$60,000, effective January 16<sup>th</sup>, 2024.
- Resolution #160-2023** Notice for public hearing to be held on January 19<sup>th</sup>, 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, at which time all interested persons will be heard with respect to a ten (10) year Franchise Renewal Agreement between the Village of East Hampton and Altice USA.
- Resolution #161-2023** Notice for public hearing to be held on January 19<sup>th</sup>, 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #14-2023, a proposed local law amending Ch. 278-2 B. (Residential Zoning Districts) and 278-2 D. (Commercial and Core Commercial Zoning Districts).
- Resolution #162-2023;** Adopt LOCAL LAW # \_\_\_\_\_ Introductory #13-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 68 (Animals) Article 1 Dog Control.
- Resolution #163-2023;** Accept retirement of Pamela J. Bennett as Village Clerk/Stenographer with an effective retirement date of January 16<sup>th</sup>, 2024.

12/15/2023

WARRANTS TO BE APPROVED BY B.O.T. 12/15/23

WARRANT #	DATE	FUND
#23	11/30/2023	GUARANTEES-NOV'23
#24	11/30/2023	GEN FUND #2-NOV'23
#25	11/30/2023	LOSAP-NOV'23
#26	12/15/2023	GEN FUND #1-DEC'23
#27	12/15/2023	GEN FUND-WARRANT-DEC'23
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RESOLUTION # 120 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

RESOLUTION # 122 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES



BUILDING DEPARTMENT/CODE ENFORCEMENT

To: Mayor Larsen and The Village Board of Trustees  
From: Tom Preiato, Principal Building Inspector *tp*  
CC: Marcos Baladron, Village Administrator  
Chief Erickson, EHVPD  
Date: December 1, 2023  
Re: Monthly Report for NOVEMBER 2023

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Building Permits Issued (incl. 3 additional work):	12
Demolition Permits:	0
Coastal Erosion Hazard Area Permit:	2
Limited Work Permit (septic):	1
SWPPP (storm water runoff mitigation):	0
Inspections Performed:	89
Certificate of Occupancies/ Compliance:	8
Updated Certificate of Occupancies:	5
Notice of Violations:	12
Stop Work Orders:	1
Sign Permits:	1

**TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES**  
**FROM: CAPTAIN JEFFREY J. ERICKSON, ACTING CHIEF OF POLICE**  
**SUBJECT: POLICE ACTIVITY REPORT**

**UNIFORM DIVISION ACTIVITY REPORT FOR NOVEMBER 2023**

*(Codes 030 -693)*

20 Aided Cases  
79 Alarms Answered by the Patrols  
11 Arrests Made by the Department  
*( [ 2 ] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)*  
11 Assists to Disabled Motorists  
Beach Patrol – 0 hours  
Building Check – 62 hours  
2 Child Safety Seat Inspections  
Door Checks – 59 hours  
2 Doors Found Open by the Patrols  
2 Escorts  
0 Fingerprinting  
Foot Patrol – 5 hours  
26 Motor Vehicle Accidents  
188 Traffic Summonses Issued  
*(46 Speeding Summonses Issued)*  
0 Village Code Summonses Issued  
*(0 Animal on Beach Summonses Issued)*  
*(0 Sign Summonses Issued)*  
139 Village Parking Summonses Issued

**Complaints Investigated:**

Cases Received: 6  
Cases Closed: 7

**Paperwork Received from Court:**

Arrest Warrant: 0  
Bench Warrant: 2  
Criminal Summons: 0  
Seal Orders: 1  
Supporting Deposition Requests: 0

**MONTHLY GASOLINE USAGE**

*November Gasoline Totals not available at time report submitted.*

**PERSONNEL**

**Total Hours of Overtime Worked:**

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181):* 26.25 Eight-Hour Shifts  
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190):* 2.5 Eight-Hour Shifts  
Grants - STOP-DWI, Speed, Seatbelt *(Codes 185 - 187):* 0 Eight-Hour Shifts

**Total Hours of Time Taken Off:**

Holidays, Personal, PBA Days, Vacation, Injured on Duty, Sick Time, DE Days, Compensatory Time, XDO, Funeral Days *(Codes 202 - 401):* 89.75 Eight-Hour Shifts

Respectfully submitted,  
***Captain Jeffrey J. Erickson***  
*Acting Chief of Police*

**TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES**  
**FROM: CAPTAIN JEFFREY J. ERICKSON, ACTING CHIEF OF POLICE**  
**SUBJECT: DISPATCH ACTIVITY REPORT**

**DISPATCH ACTIVITY REPORT FOR NOVEMBER 2023**

101 Calls Dispatched for East Hampton Fire Department  
*East Hampton Village – 39*  
*Water District – 31*  
*NW Protection District - 28*  
*Mutual Aid - 3*

91 Calls Dispatched for East Hampton Village EMS  
*East Hampton Village – 27*  
*Water District – 45*  
*NW Protection District - 18*  
*Mutual Aid - 1*

79 Calls Dispatched for East Hampton Village First Responder  
*East Hampton Village – 44*  
*Water District – 41*  
*NW Protection District - 16*  
*Mutual Aid – 0*

842 Calls Dispatched for East Hampton Village Police Department  
256 Calls Dispatched for East Hampton Town Police Department  
341 Calls Dispatched for Sag Harbor Village Police Department  
26 Calls Dispatched for Amagansett Fire Department  
20 Calls Dispatched for Amagansett Ambulance  
32 Calls Dispatched for Montauk Fire Department  
39 Calls Dispatched for Montauk Ambulance  
54 Calls Dispatched for Sag Harbor Fire Department  
61 Calls Dispatched for Sag Harbor Ambulance  
23 Calls Dispatched for Springs Fire Department  
30 Calls Dispatched for Springs Ambulance  
0 Calls Dispatched for Town Haz-Mat Team  
0 Calls Dispatched for Ocean Rescue Team  
20 Miscellaneous FD Events \*  
*East Hampton – 14*  
*Amagansett – 3*  
*Montauk – 1*  
*Sag Harbor – 1*  
*Springs – 1*

23 Miscellaneous EMS Events \*  
*East Hampton – 4*  
*Amagansett – 3*  
*Montauk - 11*  
*Sag Harbor – 2*  
*Springs - 3*

660 911 Calls Received  
2,522 7-Digit Telephone Calls Received / Placed  
57 Walk-In Complaints / Information

*\*Miscellaneous Events: Units in and out of service;  
General Fire/EMS Info; Alarms cancelled before  
dispatched; Test Calls*

**PERSONNEL:**

**Overtime:**

Shift Coverage (Codes 653-672): 31.75 Eight-Hour Shift/s  
Training Hours (Code 615-616): 12.5 Eight-Hour Shift/s

**Time Off:**

Holidays, Personal, Union Days, Vacation, Sick Time, Compensatory Time (Codes 624-651):  
71.25 Eight-Hour Shift/s

Respectfully submitted,  
*Captain Jeffrey J. Erickson*  
Acting Chief of Police



August 2023 Monthly Report For Central Garage

	Oil Change/Service	Tire Repair	Chassis Repair	Drivetrain Repair	Electrical Repair	Cooling Repair	Road Service	NYS Inspect.
Police Dept.	2	4	0	0	1	2	0	1
Fire Dept.	0	0	0	1	6	0	0	0
Ambulance	0	0	0	0	2	0	0	0
DPW	3	4	3	2	3	2	1	1
Beaches	0	0	0	1	0	0	0	0
Code Enf.	0	0	0	0	0	0	0	0
Facilities	0	0	0	0	0	0	0	0

	Weekly Checks	Light Repair	Radio Repair	Trailer Repair	Body Repair	Metal Fab	Equip Refurb	Accidents
Police Dept.	NA	0	0	0	1	0	0	1
Fire Dept.	4	3	0	0	0	0	0	0
Ambulance	4	0	0	0	0	0	0	0
DPW	NA	3	2	1	1	3	1	0
Beaches	2	0	0	0	0	0	0	0
Code Enf.	NA	0	0	0	1	0	0	0
Facilities	NA	0	0	0	0	0	0	0

September 2023 Monthly Report For Central Garage

	Oil Change/Service	Tire Repair	Chassis Repair	Drivetrain Repair	Electrical Repair	Cooling Repair	Road Service	NYS Inspect.
Police Dept.	8	5	0	4	1	0	0	1
Fire Dept.	0	0	1	0	4	0	0	0
Ambulance	0	0	1	0	2	0	0	0
DPW	3	2	3	3	3	0	0	1
Beaches	0	0	0	0	2	0	2	0
Code Enf.	1	1	0	0	0	0	0	0
Facilities	0	0	0	0	0	0	0	0

	Weekly Checks	Light Repair	Radio Repair	Trailer Repair	Body Repair	Metal Fab	Equip Refurb	Accidents
Police Dept.	NA	0	1	0	0	0	0	0
Fire Dept.	4	1	0	0	0	0	0	0
Ambulance	4	0	0	0	1	0	0	0
DPW	1	2	1	0	1	2	1	0
Beaches	2	0	0	0	0	0	0	0
Code Enf.	NA	0	0	0	0	0	0	0
Facilities	NA	0	0	0	0	0	0	0

October 2023 Monthly Report For Central Garage

	Oil Change/Service	Tire Repair	Chassis Repair	Drivetrain Repair	Electrical Repair	Cooling Repair	Road Service	NYS Inspect.
Police Dept.	2	2	0	1	1	0	0	0
Fire Dept.	0	0	0	0	6	0	1	0
Ambulance	2	2	0	0	2	0	0	0
DPW	5	2	4	4	8	0	0	0
Beaches	1	0	0	0	0	0	1	0
Code Enf.	0	0	0	0	0	0	0	0
Facilities	0	0	0	0	0	0	0	0
	Weekly Checks	Light Repair	Radio Repair	Trailer Repair	Body Repair	Metal Fab	Equip Refurb	Accidents
Police Dept.	NA	1	2	0	1	0	0	1
Fire Dept.	4	1	0	0	0	0	0	0
Ambulance	4	0	0	0	0	0	0	0
DPW	4	0	1	2	1	3	1	0
Beaches	0	0	0	0	0	0	0	0
Code Enf.	NA	0	0	0	0	0	0	0
Facilities	NA	0	0	0	0	0	0	0

November 2023 Monthly Report For Central Garage

	Oil Change/Service	Tire Repair	Chassis Repair	Drivetrain Repair	Electrical Repair	Cooling Repair	Road Service	NYS Inspect.
Police Dept.	4	6	2	5	4	0	0	0
Fire Dept.	0	0	0	1	1	0	0	0
Ambulance	0	0	0	2	1	0	0	0
DPW	10	2	11	2	5	1	1	0
Beaches	2	0	0	1	0	0	1	0
Code Enf.	0	0	0	0	0	0	0	0
Facilities	0	0	0	0	0	0	0	0
	Weekly Checks	Light Repair	Radio Repair	Trailer Repair	Body Repair	Metal Fab	Equip Refurb	Accidents
Police Dept.	NA	0	0	0	0	0	0	0
Fire Dept.	4	0	0	0	0	0	0	0
Ambulance	4	0	0	0	0	0	0	0
DPW	3	4	0	1	0	3	1	0
Beaches	0	0	0	0	0	0	0	0
Code Enf.	NA	0	0	0	0	0	0	0
Facilities	NA	0	0	0	0	0	0	0

172 Accabonac Road  
East Hampton, NY 11937



631-324-0641 • Fax 631-324-0566  
[www.easthamptonvillage.org](http://www.easthamptonvillage.org)

## **VILLAGE OF EAST HAMPTON DEPARTMENT OF PUBLIC WORKS**

### *MONTHLY REPORT DECEMBER 2023 MEETING*

#### **FALL DAILY ROUTINE:**

- Trash collection 7 days a week
- Policing of public areas and road shoulders
- Sidewalks blown Thursdays weather permitting.
- Saturday & Sunday litter patrol ½ crew alternating weekends 1.5hrs
- Property clean ups
- Leaf collection

#### **SHADE TREES:**

- Hazards addressed.
- Stump grinding 2 locations.
- 4 removals

#### **BUSINESS DISTRICT:**

- Weeding / mulch tree enclosures deadheading of flower boxes.
- Planters removed.
- Holiday decorations installed.
- Set up for Peace Rally

#### **ROAD SURFACE:**

- Sweeping twice weekly.
- Crack seal new permanent pavement patch joints
- Casting adjustment 8 Straton (contractor)
- Patch patrol
- Crack sealing FD Parking (contractor)
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#### **MISCELLANEOUS:**

- Pond Cleaning reduced 1 days week.
- James Ln sidewalk repair completed (masons)
- Additional shower platform & fountain construction Main Beach in progress (DPW)
- 8 Muchmore improvements (Herrick Park) Contractor / DPW completed.
- install sod Dominy, 8 Osborn, Mill Hill, Herrick, Roundabout.
- Winter fencing installed Main Beach

172 Accabonac Road  
East Hampton, NY 11937



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**VILLAGE OF EAST HAMPTON**  
**DEPARTMENT OF PUBLIC WORKS**

**FACILITIES:**

- Set up for Board of Elections
- Boiler service ES, Lamb, Privy
- Power wash & paint LVIS (village) garage (staff)
- Install new doors Pavilion, (staff)
- Two condenser replacements in progress ES building.


**Road Opening Permits issued prior month:** 8 117 YTD.  
**Denied prior month:**  
**Violation Found**

**Solid waste collected in August:**

<b>Trash</b>	11.96 (Wednesdays are based on average daily totals)	235.24
<b>Brush / Wood</b>	27.95 (does not include disposal at private facilities)	124.16
<b>Other Debris</b>	4.22	62.33

Fuel: no report received from town as of 12/12/2023

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David Collins Superintendent

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## EAST END FINANCIAL GROUP OVERVIEW

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The East End Financial Group was established in 1980 and is a Registered Investment Advisor (RIA) with the Securities and Exchange Commission (SEC). For over 42 years, the East End Financial Group has provided fee-based investment advisory services with objective financial, estate, and retirement planning advice to residents and municipalities across Long Island. The firm and all its advisors adhere to fiduciary standards. As an independent, employee-owned company our only loyalty and allegiance is to our clients.

### WHAT TO LOOK FOR IN AN INVESTMENT ADVISOR FOR A LENGTH OF SERVICE AWARD PROGRAM

#### SPECIFIC EXPERIENCE IN MANAGING LOSAP

The East End Financial Group provided both actuarial and investment services for our first 16 years working with LOSAPs. We know both sides of the equation - administrative and investment. **We currently manage investment accounts for 23 LOSAPs AND 14 Benevolent, Ambulance and ancillary district plans and work closely with the plan sponsors and third-party administrators.**

#### INVESTMENT EXPERIENCE SPECIFIC TO LOSAP

The East End Financial Group was one of the first true advisory firms to manage LOSAP money exclusive of insurance company providers. In 1990, we were in direct competition on our longest running LOSAP relationship with VFIS and Hometown Insurance Services. Upon review of the proposals by Jerome Kornfield, the attorney that helped draft municipal law Section 218 (9/1/1989), we were recommended for the LOSAP investment platform. We review each LOSAP's annual report and build custom portfolio based on the assumed interest rate, monthly benefit payments, and emerging liabilities.

#### QUALITY OF THE FIRM, DEPTH AND LONGEVITY

Over 42 years in business, clients in 15 states, five full-time advisors and a support team headed by someone who has been with the firm for 39 years. No disciplinary actions, fines, or regulatory issues in 40+ years; a record we can be proud of.

**East End Financial Group is among the first LOSAP administrators and investment managers in New York State with a proven track record in managing LOSAP accounts. East End Financial Group provides investment advisory services for 37 LOSAPs, Benevolent Funds, i.e., for fire districts, fire departments, and ambulance companies on Long Island.**

Financial Planning | Investment Management | Retirement Planning

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## **EEFG INVESTMENT PHILOSOPHY**

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### **EEFG INVESTMENT PHILOSOPHY**

Since 1980 our investment team has adopted the management concept of Modern Portfolio Theory. In simplest terms, Modern Portfolio Theory states that by selecting various mixtures of asset classes, you could predict the overall risk and return characteristics of a portfolio. Portfolios could then be constructed based on the amount of risk an investor would be willing to assume versus the corresponding return they could anticipate receiving.

### **EEFG LOSAP INVESTMENT MANAGEMENT**

- **Custom Portfolio Design** – East End Financial Group builds each LOSAP portfolio based on the specific plan’s membership, assumed interest rate, and emerging liabilities.
- **Asset and Liability Management** – Our team actively manages the cash needed for benefits and emerging liabilities by laddering individual bonds and holding short-term reserves.
- **Liquid Investments** – East End Financial Group utilizes a mix of mutual funds, exchange traded funds, and individual securities, which all have daily liquidity. We do not use overly complex and illiquid investments.
- **Active Management** – Our team builds portfolios based on the guidelines in the investment policy statement and our 3- to 5-year outlook. We do not engage in excessive trading but actively manage the portfolio to take advantage of opportunities or sell investments that do not meet our expectations.
- **Monitoring and Rebalancing** – LOSAP portfolios are monitored and reviewed monthly based on the guidelines in the investment policy statement.

### **EEFG DEDICATED INVESTMENT TEAM**

Pershing LLC or another third-party administrator will be responsible for processing of LOSAP checks and any lump sum disbursements for the account. The coordination of Pershing’s services and your LOSAP will be overseen by Annmarie Zilnicki, who has serviced LOSAP plans for over 30 years. Any 1099s will be generated by the third-party Administrator (i.e. Penflex, Firefly, etc.). Each portfolio that our team designs is customized to the goals & objectives, emerging liabilities, and assumed interest rate of the individual Fire District. An investment policy statement will need to be reviewed and signed before a formal proposal can be presented.

### **SERVICES PROVIDED**

- Customized portfolio design based on your LOSAP
- Strategic and Tactical Account Management
- Dedicated LOSAP Investment Team
- EEFG Dashboard provides the district with 24/7 access to their portfolio value
- Flexibility and Liquidity
- A minimum of one face to face meeting with the Board is required each year
- EEFG Fire Department/District Scholarship

**CONTACT: Jeffrey Connolly, CFA® at 631-727-8111 or [jconnolly@eefgcorp.com](mailto:jconnolly@eefgcorp.com)**



**Investment Policy of Village of East Hampton  
Volunteer Fire Department Service Awards Program**

This document reflects the investment policy, objectives, and constraints of the defined benefits plan for the Volunteer Fire Department Services Awards Program. These assets are held in the Village of East Hampton Trust Fund. This investment policy is limited to the assets of the Service Awards Program.

The Board of Trustees of the Village of East Hampton, acting as Trustees of the Service Award Program are fiduciaries and are responsible for directing and monitoring the investment management of Plan assets. As such, the Trustees are authorized to delegate certain responsibilities to the Village Treasurer for the internal administration of the Plan, the investment manager for the discretion to purchase, sell, or hold specific securities that will be used to meet the Plan's objectives, and additional specialists such as attorneys, auditors, and actuaries employed by the Trustees to assist in meeting the Trustees responsibilities and obligations to administer the Plan assets prudently.

The Board of Trustees, Village Treasurer, and Investment Manager are charged with the fiduciary responsibility for the management of the assets of the Plan. In exercising this fiduciary responsibility, the Trustees, Treasurer and Manager are governed by the "prudent man" rule which requires the exercise of that degree of judgment and are under the circumstances then prevailing which persons of prudence, discretion, and intelligence, who are familiar with such matters, exercise in the management of their own affairs not in regard to speculation, but in regard to the permanent disposition of the funds considering the probable income to be derived there from as well as the probable safety of their capital.

This investment policy emphasizes total return including capital appreciation and dividend and interest income. Managers are expected to emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index. Cash flow consistent with the liabilities of the Plan shall be maintained. Managers are expected to purchase and hold instruments that provide diversification and are consistent with the asset allocations indicated in this policy.

It is the goal of the investment policy to achieve a target rate of 5.25% investment return on the assets of the Plan.

Investment management of the assets in the Service Award Program shall be in accordance with the following asset allocation guidelines:

	Lower Limit	50%/50% Allocation	Upper Limit
Cash	7%	5%	3%
US Equities	25%	30%	35%
Non-US Equities	13%	15%	17%
US Fixed Income	40%	35%	30%
Non-US Fixed Income	13%	10%	7%
Alternatives	2%	5%	8%

The investment manager will monitor the asset allocation and rebalance if necessary when any maximums are exceeded by 2 % or more. Whenever possible, cash flow into and out of the fund will be used to rebalance.

**Investment Policy of Village of East Hampton  
Volunteer Fire Department Service Awards Program (continued)**

Allowable assets within the investment guidelines of this policy are as follows:

1. Cash Equivalents are limited to treasury bills, money market funds, commercial paper, banker's acceptances, repurchase agreements, and certificates of deposit.
2. Fixed Income Securities or Funds with an average credit rating of investment grade are limited to U.S. government and agency securities, corporate note and bonds rated in the top three categories by Moody's and Standard and Poor's, and mortgage backed bonds.
3. Equity Securities are common stock, preferred stock, convertible notes and bonds and convertible preferred stock.

Prohibited investments and transactions include, but are not limited to the following:

1. Commodities
2. Private placements
3. Limited partnerships
4. Venture-capital investments
5. Letter stocks and unlisted or restricted securities
6. Short-selling and margin transactions.

ADOPTED: December 15, 2023

Jerry Larsen, Mayor  
By Order of the Board of Trustees  
Of the Village of East Hampton  
By: Marcos Baladron,  
Village Administrator

**Investment Policy of Village of East Hampton  
Volunteer Fire Department Service Awards Program**

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Alternatives	2%	5%	8%

RESOLUTION # 128 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

The Investment Manager will monitor the asset allocation and rebalance if necessary when any maximums are exceeded by 2 % or more. Whenever possible, cash flow into and out of the fund will be used to rebalance.

**Investment Policy of Village of East Hampton  
Volunteer Fire Department Service Awards Program (continued)**

Allowable assets within the investment guidelines of this policy are as follows:

1. Cash Equivalents are limited to treasury bills, money market funds, commercial paper, banker's acceptances, repurchase agreements, and certificates of deposit.
2. Fixed Income Securities or Funds with an average credit rating of investment grade are limited to U.S. government and agency securities, corporate note and bonds rated in the top three categories by Moody's and Standard and Poor's, and mortgage backed bonds.
3. Equity Securities are common stock, preferred stock, convertible notes and bonds and convertible preferred stock.

Prohibited investments and transactions include, but are not limited to the following:

1. Commodities
2. Private placements
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4. Venture-capital investments
5. Letter stocks and unlisted or restricted securities
6. Short-selling and margin transactions.

ADOPTED: December 15, 2023

Jerry Larsen, Mayor  
By Order of the Board of Trustees  
Of the Village of East Hampton  
By: Marcos Baladron,  
Village Administrator



Firefly Admin Inc.  
4 Vly Road  
Albany, NY 12205

(518) 687-1400  
info@fireflyadmin.com  
www.fireflyadmin.com

November 20, 2023

**RESOLUTION # 129 - 2023**

Mr. Marcos Baladrón  
Village of East Hampton  
86 Main Street  
East Hampton, NY 11937

**DEC 15 2023**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

Re: LOSAP Actuarial & Administration Proposal

Dear Mr. Baladrón:

Thank you for the opportunity to submit a proposal to provide actuarial and administration services to the Village of East Hampton Fire Department Length of Service Award Program (LOSAP).

The Village can expect that the routine administrative and actuarial services being provided by the current vendor will be substantially similar under Firefly. We will provide the necessary administrative forms, prepare a detailed actuarial report, prepare the participant benefit statements, and approve new benefit payments. However, the Board and participating firefighters can also expect to receive the following improved and enhanced services from Firefly:

- A full-color, comprehensive, annual participant statement with a complete Plan Summary printed on the backside of each statement. By providing the Plan Summary, we assist the Board in fulfilling the State-law requirement to provide this summary to each participant annually. The statement will provide the participant with their latest point totals, benefit accruals, entitlement to benefits, current beneficiary designations, and more. The email and phone number for a main point of contact is typically provided on the statement, in addition to the plan website that is maintained for the participants. A special notice is included if information is required from the participant.
- We provide a dedicated plan website where participants can access forms and information. On this site, a participant can access the Beneficiary Form, Entitlement Form, Change Form, the Plan Summary, and more. The website is also printed on each paystub for the monthly payees, so they know how to change their banking information, tax withholding, and who to contact if they have a question.
- All forms can be completed entirely online via DocuSign. This is a custom process we have developed and has proven to be a significant timesaver for our clients. When a participant needs to update their beneficiaries, they can visit the plan website and have the option to download a PDF to print and complete or click the DocuSign link to complete and sign it electronically. Since launching this new service in 2022, we have had over 1,000 forms completed online via DocuSign, which has reduced time and effort for our clients.
- We will mail the annual benefit statements directly to each participant. If a benefit statement is returned as undeliverable, we will obtain a new address either from the Village or by using a locator service. By handling this administrative process, we save the Department the time and expense of distributing the statements. Additionally, the Board can be assured that these are being provided annually to all participants. It will also cut down on the number of missing participants, as we will be routinely contacting them, ensuring we have updated addresses.

- When a participant reaches the Entitlement Age and is eligible to commence payment of a service award, we will directly contact that participant. We will provide the benefit payment option forms, answer any questions, and collect the completed Entitlement Form.
- We will process all LOSAP benefits through out payment-processing service with Comerica Bank. The Village will receive a monthly report with the key information needed to review and verify that the correct payments have been issued from the fund. Combined with our periodic trust accounting, the Board is routinely provided a reconciliation of the in's and out's of the program trust fund.
- We utilize ShareFile to securely store and provide reports. Authorized Village staff will have access to this platform, which will give them access to everything related to the LOSAP electronically – all plan documentation and correspondence in real time. Investment statements, payment reports, actuarial reports, participant statements, benefit letters – everything is stored in ShareFile. This will increase speed and transparency. Additionally, this helps when a new staff member is hired as they will have immediate access to everything about the plan. Additionally, since space is unlimited on the site, ShareFile becomes an electronic repository for all documents related to the LOSAP, and we can store as much historical information as we are provided.
- We use a different actuarial cost method which, in our opinion, is easier to understand, more clearly captures the current cost of the program, and better accounts for changes in funding requirements. As the actuary, we are committed to communicating and fostering a relationship with the Board in order to help you identify and manage the risks associated with a defined benefit plan.

Enclosed with this letter is an Engagement Letter for the period January 1, 2024 to December 31, 2026. This Engagement Letter outlines in detail the services we provide and the fees for those services. Typically, our engagement periods are on a calendar year to align with the plan year. Since the agreement with Penflex expires on October 31, 2023, we have included in the engagement that we will provide all necessary services during the remaining portion of 2023 to ensure the proper administration of the program for the final months of the year. There is no additional fee for work performed in 2023.

A summary of our fees is as follows:

<b>Annual Actuarial &amp; Admin Fee</b>	<b>\$9,750</b> (fixed annual fee for 3-year period)
<b>Payment Services Fee</b>	<b>\$4,000</b> (based on 90 monthly payments)

Since our proposed engagement term is for a three-year period, we are proposing to charge the Village a flat \$9,750 each year for three years for the standard actuarial and administration services. This amount includes Firefly mailing the annual participant benefit statements on behalf of the Village and providing all the other services noted above other than payment processing. This also includes preparing the annual GASB 73 report for your financial statements.

For payment processing, there are currently about 90 people receiving a monthly benefit. Accordingly, we expect the cost of the payment processing to be about \$4,000. This includes a mailed monthly remittance advice (or paystub) to each payee. If the Village opted to have no monthly remittance advices mailed, that would reduce the fee to about \$3,200. We believe mailing a monthly remittance is an important administrative fail-safe, in particular to receive timely updates on address changes and deaths. We find that if these advices are not mailed, we often experience delayed notifications on deaths or address changes. Therefore, we believe the additional \$800 for the postage to mail them monthly is an important administrative component of our overall process.

Finally, enclosed is some additional material that gives examples of our statements, forms, and other capabilities.

We look forward to reviewing these improvements in a presentation that we can facilitate via Zoom or in-person.

Thank you again for the opportunity to present Firefly Admin Inc.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Hill". The signature is written in a cursive, flowing style.

Anthony Hill

President

ahill@fireflyadmin.com



Firefly Admin Inc.  
4 Vly Road  
Albany, NY 12205

(518) 687-1400  
info@fireflyadmin.com  
www.fireflyadmin.com

DATE: November 20, 2023

TO: Village of East Hampton

RE: Engagement of Firefly Admin Inc. ("Firefly") for the  
Village of East Hampton Fire Department Service Award Program (the "Program")

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We appreciate the opportunity to serve the Village of East Hampton (the "Village"). To ensure a complete understanding between us, this Engagement Letter is to confirm our understanding of the terms of our engagement and the nature and limitations of the services that Firefly will provide to the Village.

### **TERM**

The term of this engagement will be for the following Terms:

- Term 1: January 1, 2024 to December 31, 2024
- Term 2: January 1, 2025 to December 31, 2025
- Term 3: January 1, 2026 to December 31, 2026

Additionally, Firefly will provide all services necessary from the date this Engagement is signed until December 31, 2023, as needed, to ensure the proper administration and operation of the Service Award Program.

### **SERVICES PROVIDED BY FIREFLY ADMIN INC. FOR EACH TERM**

#### **1) Third Party Administration:**

- Provide year-end census reporting paperwork and forms to document that the annual certification of points was completed in compliance with New York State Law.
- Maintain census records including historical points records (to the extent it is made available to Firefly), beneficiary designations, addresses, dates of birth, start dates, social security numbers, and other necessary participant data.
- Provide the Village with the necessary forms and applications, including a Beneficiary Designation Form, Entitlement Form, and other forms as needed for the proper administration of the Program.
- Maintain copies of Beneficiary Designation Forms on behalf of the Village. If the Village elects not to renew our services at the end of this Engagement, all Beneficiary forms will be returned to the Village or transferred to the succeeding TPA.
- Contact participants or beneficiaries on behalf of the Village to request completion of forms upon entitlement or death.
- Notify the Village when required forms and other participant paperwork are outstanding.
- Certify the amount of benefits payable upon entitlement, death, or disability.
- Process all benefits or changes in current benefits, tax withholding elections, or direct deposit elections pursuant to our Payment Processing Services described in Section 7.
- Track the progress of distributions to ensure benefits are paid correctly and in a timely fashion.
- Maintain a participant website for the Program, where forms and documents can be accessed. A Beneficiary Designation Form, Entitlement Form, and an Entitlement Change Form will always be provided on the site, with other forms made available as demand requires. The following documents will or may also be made available on the site:
  - Plan Summary drafted by Firefly Admin, which will include the participation requirements, the rate at which nonforfeitable interest in Program benefits increases, and the Program's service award formula.

**Providing LOSAP Administration, Actuarial, and Consulting Services**



- Plan Document, contingent on being provided such document by the Village.
- Trust Document or Trust Agreement, contingent on being provided such document by the Village.
- Point System, contingent on being provided such document by the Village.
- Other documents as deemed necessary.
- Provide access to the ShareFile site, where documents and files will be stored electronically and may be viewed and/or downloaded at any time by designated Village personnel.
- Create annual participant benefit statements that lists birthdate, entitlement date, address, current beneficiaries, accrued benefits, and provides a summary of major program provisions. An electronic copy of these statements will be uploaded to ShareFile for the Village's records.
- Firefly will mail the annual benefit statements directly to the participants in a secure envelope using the Firefly return address. If any benefit statements are returned as undeliverable by the United States Postal Service, Firefly will take the steps necessary to obtain a new address and re-mail the statement.
- Create an Annual Report that includes:
  - A statement of contributions as required by General Municipal Law §219-a(1).
  - The benefits and service credit accrued by each participant.
  - A projection of future cash flow requirements for the Trust Fund, including estimating future required contributions and expected benefits and expenses.
  - A statement of the allocation of the Trust Fund assets and changes in the Trust since the last Annual Report.
  - Our calculated rate of return on the Trust Fund assets during the year as well as historical returns as available.
  - A summary of major provisions.
  - A plain-English summary which highlights important details of the Annual Report that the Village should be aware of, including recommendations and action items.
- Provide six (6) printed copies of the Annual Report and store a copy electronically in ShareFile.
- Meet once with the Village or the Village's designee annually.
- Respond to inquiries related to divorces and qualified domestic relations orders.
- Respond to requests related to income verification for loans, housing, or other similar requests.

## 2) Actuarial Services:

- Communicate with the Village regarding the selection of appropriate actuarial assumptions.
- Calculate and certify actuarial equivalent benefits, as needed.
- Perform an Actuarial Valuation annually, with results included in the Annual Report detailed under Third Party Administration Services. This includes:
  - Calculating present value of accrued benefits.
  - Calculating normal cost and annual required contribution.
  - Calculating current funded ratio, as well as track and report funded ratio history.
  - Perform other calculations necessary for the proper valuing of the cost of benefits provided by the Program.
  - Reporting assumptions and methods used for the valuation.
  - Meets current Actuarial Standards of Practice.
  - Provide commentary, analysis, and action items for the Village.
- Calculate GASB 73 liabilities and disclose them in a report in the form of suggested financial statement notes.

## 3) Trustee Support:

- Receive duplicate copies of all Trust Fund custodial statements and maintain electronic copies in ShareFile.
- Reconcile and balance Trust Fund custodial statements.
- Verify and confirm benefit payments were made correctly.

- Calculate rate of return on the Trust Fund assets and track and report historical performance of the Trust, to the extent historical information is available.
- Update the accounting of the Trust Fund on a quarterly basis and provide copies as requested.
- As needed, participate in the process of selecting a portfolio/asset manager or paying agent.

**4) Consulting:**

- Be available from 9:00 am to 5:00 pm Eastern Standard Time, Monday to Friday (subject to holiday or other closures) to answer questions about the administration of the Program or other Program-related matters. All general questions that can be quickly answered are a courtesy service and are included in our standard administration fee. Firefly reserves the right to bill for requests requiring more significant time and research; however, a fee will be estimated and communicated before work commences.

**5) Compliance Support:**

- Update the Village on changes in the statutes, rules and regulations governing the Program.
- Periodically issue newsletters and articles (online or in print) relevant to service award programs, including on our blog, *The Daily Douse*.

**6) External Reporting Assistance:**

- Communicate directly with the external auditor to answer questions.
- Provide a copy of the Annual Report, Trust Fund custodial statements, and other Program-related documents and material to the external auditor.
- Calculate GASB 73 liabilities and prepare financial statement note disclosure. (Note: also detailed in Section 2, Actuarial Services.)

**7) Payment Processing Services**

Firefly will ensure the following Payment Processing Services are provided in accordance with all applicable laws, rules and regulations. Failure to do the same which results in liability shall be that of Firefly's, and Firefly shall defend and indemnify the Village for the same.

- Firefly will process all distributions to eligible participants and beneficiaries of deceased participants.
- Firefly provides this service by leasing a benefit-payment-processing system (the "System") from Comerica Bank. The benefits are processed by Comerica Bank at the instruction of Firefly by the use of an omnibus Benefit Payment Account (the "Account"). This Account comingles the assets of multiple service award programs on a temporary basis (typically 3 to 5 business days), pending the disbursement of the benefit payments. The Account is a trust account held separately from other assets of Comerica Bank and Firefly Admin Inc., and is not available to the creditors of Comerica Bank or Firefly Admin Inc.
- Firefly shall act on behalf of the Village to process benefit payments due from the Program.
- Firefly shall manage the System for the benefit of the Village, Fire Department, and Program payment recipients. The System provided by Comerica Bank is used by Firefly for the processing of benefits by paper check or Electronic Funds Transfer (EFT), the withholding of income tax as elected by payment recipients, the preparation and distribution of year-end tax forms (in accordance with the interpretation of applicable Internal Revenue Service instructions and/or guidance), and other payment-related services as applicable. Firefly is responsible for the proper functioning and use of the System.
- The Village shall provide to Firefly the necessary demographic information on the benefit payment recipients, and Firefly shall rely on the accuracy of such information provided. The Village agrees to indemnify Firefly for any errors that occur as a result of errors in data provided by the Village

or Fire Department, so long as Firefly did not know or should not have known about such errors upon receipt of such data.

- Firefly will use the demographic information provided to populate the System. Firefly agrees to indemnify the Village for any damages resulting from errors in transcribing the demographic information into the System.
- Firefly shall maintain such records as are reasonably necessary to report to the Municipalities the benefits processed on behalf of the Program. Firefly shall provide a payment register to the Municipalities detailing the benefits processed at a frequency no less than monthly. These registers shall be provided electronically.
- For each instance in which a payment is due under the Program (either on a periodic basis or an ad-hoc one-time basis), the Village will transfer to the Account cash in an amount equal to the Program benefits due. Firefly is authorized to coordinate this cash transfer with the custodian of the trust funds and/or the firm retained to assist with the management of the Trust funds.
- Firefly has no responsibility to pay any Program benefits unless the Account has received sufficient funding from the Trust to make such benefit payments.
- Firefly's obligation to disburse funds to Program participants and/or beneficiaries shall be limited to the cash transferred to the Account. Firefly does not guarantee the sufficiency of the Account to meet any obligations of the Program and shall have no obligation to advance its own funds to the Account for any reason.
- All cash transferred to the Account shall be held uninvested. Firefly shall be fully liable for the full amount transferred (but without interest).
- Firefly and the Village, after consulting (or having had the opportunity to consult) with counsel of their choice, each knowingly and voluntarily waives its right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, but reserve the right to a bench trial.

#### **SERVICES NOT PROVIDED BY FIREFLY**

Firefly does not provide the following services, and must be provided by another party or by the Village:

- Firefly does not provide trustee services, investment advice, legal services, or accounting services.
- Unless engaged to do so, Firefly does not provide any services relative to the participant disclosure requirements detailed in New York State General Municipal Law §219-a(1) other than maintaining the participant website where the disclosure documents stipulated to be made available on that website in this Engagement Letter can be accessed, contingent on Firefly receiving such documents from the Village.
- Firefly is not responsible for the tracking or compiling of the LOSAP points, nor is Firefly obligated or responsible to audit or verify that the points have been compiled in compliance with the Point System adopted by the Village.

#### **FEES & PAYMENTS**

For the services detailed in Sections 1 through 6, Firefly will charge \$9,750 for each Term Period. This fee will be billed in installments of \$4,875 on January 1 and \$4,875 on July 1 of each Term Period.

For the services detailed in Section 7, Payment Processing Services, Firefly will charge a base fee of \$750 on January 1 of each Term Period. Additionally, Firefly will charge \$2.00 per periodic payment (e.g., monthly recurring payment) and \$20.00 per ad-hoc or lump-sum payment, plus applicable first-class postage in effect at the time of distribution. Payment-based fees will be invoiced on June 1 and December 1 of each Term Period. Based on 100 monthly payments and current first-class postage rates, it is expected that the Payment Processing Services fee will be about \$4,000 for each Term. This cost will vary depending on the number of payments processed and postage rates.

Additional services above and beyond what is reasonable and accustomed will be quoted on an as-needed basis. Examples of such additional services include, but are not limited to, special correspondence, additional meetings, cost estimates, and preparation of draft plan documents.

Accounts unpaid for 90 days will require that we cease rendering service until your account is brought current. In the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered, we shall not be liable for any damages/penalties incurred as a result of our ceasing to render services, and the Village will remain responsible for payment of fees for services rendered.

The Board has thirty (30) business days from the invoice date to voice any objections or questions regarding the invoice or any portion or element thereof. After the thirty (30) day period all invoices shall constitute acceptance of the invoice as submitted and payment in full will be expected within the required time frame.

### **WORK PRODUCT**

All work product generated by Firefly Admin Inc. is the property of Firefly Admin Inc. Firefly provides forms, applications, and summary documents for the administration of the Program and are for only that purpose during the terms of this engagement.

Forms completed by participants and/or the Village become the property of the Village. We recommend that the Village keep the originals of all forms completed and provide photocopies to Firefly. An originals maintained by

Formal plan documents such as the Plan Document, Trust Document/Agreement, Point System, or other Board Resolutions, are the property of the Village and will be used by Firefly to provide services during the terms of the engagement. Participant data (name, SSN, address, points history, etc.) remain the property of the Village, and are being managed and maintained by Firefly.

### **TERMINATION & SEVERANCE**

Either party may terminate this engagement upon giving sixty (60) days written notice. Should this engagement be terminated prior to completion of services, we will prepare a final bill showing the total fees incurred for services rendered. This amount will be due and payable upon presentation.

Prior to the conclusion of the terms of this engagement, Firefly will provide the Village with a new Engagement Letter. If the Village declines to engage Firefly at the end of this engagement, Firefly will assist the Village with transitioning services to the new vendor, including providing an electronic file of the participant data to the succeeding vendor. Any services required for transition to a new vendor will not commence until all outstanding invoices are paid.

All blank forms, applications, and summary documents provided by Firefly must be returned or destroyed once Firefly is no longer engaged to provide services to the Village. Plan documents will be returned to the Village or provided to the succeeding vendor if requested. If Firefly maintains any original participant forms, they will be returned to the Village or transmitted to the succeeding vendor.

### **CLOSING**

We must have a signed Engagement Letter signed in our records before we can commence the work requested. We may terminate our representation of the Village if you insist that we pursue objectives that we consider imprudent, unprofessional, or unethical, or if we feel further representation is not warranted for personal reasons. Regardless of the reason for termination, the Village is obligated to pay for services provided and costs incurred through the date of termination.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by the Village. We will not audit the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from the Village.

If, after reading this letter, you agree to the terms and conditions set forth herein, please sign below and return this letter. We recommend that you keep a copy for your records.

We again would like to express our appreciation for this opportunity to serve you. It will be our goal to validate daily the trust you have placed in Firefly Admin Inc.

Yours very truly,



Anthony Hill  
President  
ahill@fireflyadmin.com

**ACKNOWLEDGMENT**

Having read and fully understood this engagement letter, the Village agrees to engage Firefly Admin Inc. in accordance with the terms indicated. The Village understands that services are to be prepared from information we provide, and that Firefly is acting with the understanding that the information provided is complete and accurate.

To be signed by the Mayor or the Mayor's designee:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Village of East Hampton  
LOSAP Proposal**

**Examples & Marketing Material Table of Contents**

- Page 1.....Sample Participant Benefit Statement**
- Page 2.....Sample Plan Summary Printed on the Back of  
Participant Statement**
- Page 3 & 4.....Sample Participant Portal Website**
- Page 5.....Sample Firefly Consolidated Payment Register**
- Page 6 & 7.....Sample Entitlement Form & Instructions**
- Page 8.....Sample Beneficiary Designation Form**
- Page 9.....NYS Tax Blog Post (reference provided on Plan  
Summary and Entitlement Form)**
- Page 10 & 11.....LOSAP & GASB Newsletter**



4 Vly Road  
Albany, NY 12205

**New York Fire District LOSAP**

**New York Fire District  
Service Award Program**

**December 31, 2022 Benefit Statement**

Sample Firefighter  
123 Main Street  
New York, NY 10000

How to Contact Us

Phone: (555) 555-5555

E-mail: [info@newyorkfiredistrict.org](mailto:info@newyorkfiredistrict.org)

Forms & Plan Documents can be found at:  
[www.FDLOSAP.com/NYFD00000](http://www.FDLOSAP.com/NYFD00000)

**BENEFITS / ENTITLEMENT ELIGIBILITY**

ACCRUED MONTHLY BENEFIT	\$300
DATE OF BIRTH	3/4/1975
ENTITLEMENT DATE	4/1/2030
PRESENT VALUE OF MONTHLY BENEFIT <i>(FOR VESTED PRE-EA DEATH AND DISABILITY BENEFITS ONLY)</i>	\$12,765

*Please reference the plan website noted above or contact the Fire District prior to reaching age 55 for the forms to start your payment.*

**SERVICE CREDIT**

POINTS EARNED IN 2022	50
SERVICE CREDIT EARNED IN 2022?	YES
TOTAL SERVICE CREDIT <i>(as of 12/31/2022)</i>	15
VESTING PERCENTAGE	100%

**BENEFICIARY INFORMATION**

PRIMARY: *No beneficiary on file*

CONTINGENT:

*Attention - A Beneficiary Form is not on file with Firefly Admin. If no beneficiary is named, death benefits will be paid to your estate. Please complete a Beneficiary Form at the plan website: [www.FDLOSAP.com/NYFD00000](http://www.FDLOSAP.com/NYFD00000)*

**MAJOR PROGRAM PROVISIONS**

MONTHLY SERVICE AWARD: \$20

ENTITLEMENT AGE (EA): 55

SERVICE CREDIT MAXIMUM: 30 Years

ENTITLEMENT DATE: First of Month after EA

VESTING FORMULA: 0-4 Years of Service Credit = 0%; Disability or 5+ Years of Service Credit = 100%

NORMAL BENEFIT FORM: Lifetime Monthly Payment with 120 Payments Guaranteed

PRE-ENTITLEMENT AGE DISABILITY BENEFIT: Lump Sum Equal to Present Value of Monthly Benefit

PRE-ENTITLEMENT AGE DEATH BENEFIT: Lump Sum Equal to Present Value of Vested Monthly Benefit

**ADDITIONAL INFORMATION**

This Benefit Statement was prepared by Firefly Admin on behalf of the New York Fire District. Final determination of eligibility and benefits will be made by the Board of Fire Commissioners. More specifics about the Program and your eligibility for certain benefits can be found in the Plan Summary, which is printed on the back of this statement or is available on the website noted above. All questions should be sent to the District. Firefly Admin and the Board do not provide financial or income tax advice regarding your participation in this Program, and you are strongly encouraged to seek advice from a qualified professional.



This is a sample summary of a typical LOSAP for New York State. The sponsor of your LOSAP will have a Plan Document that contains the formal statement of the benefits provided by your Program. Program-related documents and forms can be found at [www.FDLOSAP.com/NYFD00000](http://www.FDLOSAP.com/NYFD00000) or by contacting the Fire District.

**Participating in the Program:** Any active member of the Fire Department age 16 or older is eligible to earn points. Your participation in the Program will begin once you have earned a year of Service Credit.

**Earning Service Credit:** You earn a year of Service Credit for each calendar year that you accumulate at least 50 points under the Point System. You earn points for attending drills, company/department meetings, responding to calls, being an officer, and other activities. A Participant may be credited with up to five years of Service Credit prior to the establishment of the Program. The maximum years of Service Credit that can be earned under New York State General Municipal Law is 50 years. The Program may impose a lesser maximum.

**Posting & Appeals Process:** At the end of each calendar year, a list of active members indicating the points earned by each member is posted for a minimum of 30 days. If you are listed as having earned less than the required 50 points to earn a year of Service Credit, you have the right to file an appeal prior to the end of the 30-day period. The appeal must be in writing and mailed to the Fire District Secretary.

**Entitlement Age & Payment Timing:** You become eligible to start receiving a monthly benefit at the Entitlement Age, which can range from 55 to 65. Payment typically commences on the first of the month following the Entitlement Age and is paid the first of every subsequent month for the rest of your lifetime. Payments are typically guaranteed to be made for at least 120 months in the event you die before collecting 120 monthly payments.

**Monthly Benefit:** For each year of Service Credit, you earn a \$5-\$30 Service Award, depending on the adopted program provisions. For example, if you earned 25 years of Service Credit and the plan provides a \$20 Service Award, your Monthly Benefit would be \$500.

**Vesting & Forfeiture:** You become 100% vested once you earn five years of Service Credit. You can also become 100% vested if you reach the Entitlement Age while you are an active member of the Fire Department. You also become 100% vested if you become totally and permanently disabled or if you die while an active member.

If you resign prior to becoming 100% vested, you will forfeit your participation and will not be eligible to be paid any benefits from the LOSAP. However, some plans will allow for reinstatement if you rejoin the Fire Department.

**Remaining Active After the Entitlement Age:** If you remain active after the Entitlement Age and have not yet earned the maximum years of Service Credit, you can earn additional Service Awards. Typically, this takes the form of an increase in your Monthly Benefit beginning the January 1 following the year in which the Service Credit is earned. Some plans will offer an immediate lump-sum payout for post-Entitlement Service Credit. The actual payment will not take place until Firefly Admin receives the certified points listing sometime after January 1, however the increase will be retroactive to January 1.

**Disability Benefit:** If you become totally and permanently disabled before the Entitlement Age, you can apply to be paid a one-time benefit equal to the present-day lump-sum value of your accrued monthly benefit. Receiving a Social Security disability would make you eligible for a disability payment from the Program.

**Death Benefits:** If you die before the Entitlement Age, your designated beneficiary will be paid a one-time amount equal to the present-day lump-sum value of your accrued monthly benefit.

If you die after the Entitlement Age and before you have collected all of the guaranteed monthly benefits you are owed, your designated beneficiary will continue receive the remaining portion of those guaranteed payments. Alternatively, your beneficiary could elect to be paid a single lump-sum payment.

Please make sure your beneficiary designations are updated – they are detailed on your Benefit Statement. If you do not designate a beneficiary, or your beneficiaries die before you, the death benefit will be paid to your estate. A beneficiary form can be found at the website above or by contacting the Fire District.

**NYS Income Tax:** Please visit [www.fireflyadmin.com/NYSTAX](http://www.fireflyadmin.com/NYSTAX) for important information regarding how payments from the LOSAP are treated under the New York State Tax Law.

Need to make an update or apply for payment? Please visit [www.FDLOSAP.com/NYFD00000](http://www.FDLOSAP.com/NYFD00000)







# NEW YORK FIRE DISTRICT PARTICIPANT PORTAL

## Forms

Forms can be accessed and completed two ways:

- DocuSign:** This will allow you to complete the form fully online using an e-signature. Pressing this button will bring you to the DocuSign website and the online form. By completing the form this way, Firefly and the Sponsor will be provided with an electronically signed form at the completion of the process. You will also be able to download and save a copy.
- PDF File:** This will open a PDF version of the form that you can print and complete manually. The PDF file does have fillable fields, but you must hand-sign the form. If you choose this option, you can scan and upload the completed form [HERE](#) or you can mail it to Firefly Admin Inc., 6 Brunswick Road, Suite 8, Troy, NY 12180. If you have questions, please [contact Firefly](#).

### **Beneficiary Form**

Complete this form to designate your beneficiaries for the LOSAP. This form does not apply to any other death benefits other than the LOSAP death benefits. You can designate up to 2 primary beneficiaries and 3 contingent beneficiaries on this form. If you would like to name more beneficiaries than space provides on the form, you will need to submit an addendum listing the same required information for all additional beneficiaries. You can contact Firefly if you have questions.

[DocuSign](#)

[PDF File](#)

### **Entitlement Form**

Complete this form as you approach the Entitlement Age so we can commence payment of your LOSAP benefit. To complete the DocuSign form, you will be required to upload some supporting files (birthdate and bank account verifications). These can be pictures, screen-shots or scans of paper documents. If you are unsure how to accomplish this, we suggest completing the PDF form. The DocuSign form also includes a Beneficiary Form. If you do not wish to update your beneficiaries at this time, just select "Keep Current Beneficiaries" as detailed in the instructions.

[DocuSign](#)

[PDF File](#)

**Change Form**

To update your mailing address only, simply provide us with your old and new mailing address via our [CONTACT FORM](#).

DocuSign

PDF File

For all other changes, such as your bank account for direct deposit, please complete this form. If you are completing this form via DocuSign, you will be required to upload the supporting verification of your new account. These can be pictures, screen-shots or scans of paper documents. If you are unsure how to accomplish this, we suggest completing the PDF form.

## Documents

**Plan Summary**

This is a one-page, brief "plain-English" summary of the benefits provided by the LOSAP. Read this first if you would like to understand the benefits you can earn from the LOSAP. This is the same Plan Summary that is printed on the back of your Benefit Statement.

PDF File

**Plan Document**

This document is the full legal stating of the benefits provided by the LOSAP.

Coming Soon

**Point System**

This document details how points are earned.

Coming Soon

**Fire District Service Award Program**

**Periodic Payment Report**

Payment Date: 04/01/2021



**Payment Information**

**YTD Amounts**

Payee Name	Payment Number	Type	Tax State	Monthly Benefit	Retro	Lump Sum	Gross Benefit	Federal Tax	State Tax	Net Payment	Gross Benefit	Net Payment
ASH	1204	ACH	NY	160.00			160.00	0.00	0.00	160.00	640.00	640.00
BEVI	1204	ACH	NY	280.00			280.00	42.00	42.00	196.00	1,120.00	784.00
BOIS	1204	ACH	NY	280.00			280.00	56.00	14.00	210.00	1,120.00	840.00
BURN	1204	ACH	NY	280.00			280.00	11.20	0.00	268.80	1,120.00	1,075.20
CER	1204	ACH	NY	40.00			40.00	0.00	0.00	40.00	160.00	160.00
CER	1204	ACH	NY	40.00			40.00	0.00	0.00	40.00	160.00	160.00
CUO	1204	ACH	NY	160.00			160.00	16.00	16.00	128.00	640.00	512.00
DAIG	1200	Check	NY	140.00			140.00	0.00	0.00	140.00	560.00	560.00
D'AN	1204	ACH	NY	240.00			240.00	48.00	0.00	192.00	960.00	768.00
FATH	1204	ACH	NY	60.00			60.00	0.00	0.00	60.00	240.00	240.00
GOR	1204	ACH	NY	100.00			100.00	0.00	0.00	100.00	400.00	400.00
GRY	1204	ACH	NY	60.00			60.00	0.00	0.00	60.00	240.00	240.00
HEAL	1204	ACH	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
HOFF	1204	ACH	NY	280.00			280.00	28.00	0.00	252.00	1,120.00	1,008.00
KELL	1204	ACH	NY	100.00			100.00	24.00	25.00	51.00	400.00	204.00
LAWL	1204	ACH	NY	160.00			160.00	0.00	0.00	160.00	640.00	640.00
MAFR	1204	ACH	NY	40.00			40.00	0.00	0.00	40.00	160.00	160.00
MAFR	1204	ACH	NY	220.00			220.00	0.00	0.00	220.00	880.00	880.00
MAR	1204	ACH	NY	140.00			140.00	0.00	0.00	140.00	560.00	560.00
MAU	1200	Check	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
OLIV	1200	Check	NY	140.00			140.00	0.00	0.00	140.00	560.00	560.00
PLAT	1200	Check	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
POLO	1200	Check	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
RAPP	1204	ACH	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
ROLA	1204	ACH	NY	280.00			280.00	0.00	0.00	280.00	1,120.00	1,120.00
SAUT	1204	ACH	NY	180.00			180.00	0.00	0.00	180.00	720.00	720.00
SCH	1204	ACH	NY	140.00			140.00	28.00	0.00	112.00	560.00	448.00
TEAT	1204	ACH	NY	280.00			280.00	56.00	0.00	224.00	1,120.00	896.00
WES	1204	ACH	NY	20.00			20.00	2.00	0.00	18.00	80.00	72.00
ZESE	1204	ACH	NY	60.00			60.00	0.00	0.00	60.00	240.00	240.00
<b>TOTALS</b>				<b>\$5,280.00</b>			<b>\$5,280.00</b>	<b>\$311.20</b>	<b>\$97.00</b>	<b>\$4,871.80</b>	<b>\$21,120.00</b>	<b>\$19,487.20</b>



Please complete and return this form along with your age verification (see #2) and bank account verification (see #3) to the Sponsor or to Firefly Admin Inc., 4 Vly Road, Albany, NY 12205. Please keep a copy for your records. You can securely send the form at: www.fireflyadmin.com/securefileupload

1. Participant Information

Name: \_\_\_\_\_ SSN: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Age Verification

To verify your age, you must include a photocopy or screenshot of your driver license, birth certificate, or passport. Please enter your birthdate, then indicate which document is being attached to this form:

Birthdate: \_\_\_\_\_ [ ] driver license birth certificate passport

3. Direct Deposit Election

Firefly and the Fire District are not responsible for the paper checks sent via US Mail. Direct deposit is the most secure and timely way to receive your payment. Please provide ALL the following information.

Bank Name: \_\_\_\_\_ Account Type: [ ] Checking Savings
9-Digit Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_
Account Verification Attached: [ ] Voided Check Bank Letter Other

A voided check must have your preprinted name. A bank letter must be on bank letterhead and include your name, routing number, account number and account type. Other types of verification could be a screenshot of your online account showing the account number and your name, or a direct deposit form from your bank.

4. Tax Withholding Election

Your tax withholding election will remain in effect until you change or revoke it in writing. Percentages must be in whole numbers. Federal withholding cannot exceed 24%. I elect to have:

\_\_\_\_\_ % Federal income tax withheld (cannot exceed 24%) \_\_\_\_\_ % State income tax withheld

5. Form of Payment Election

The amount you will be paid under each option has been provided in a separate letter. Please completely read that letter and the Entitlement Form Instructions on the back of this form prior to making your election. If you do not have the letter or instructions, do not complete this form and contact Firefly or the Fire District. The Instructions and Plan Summary are located at www.fdlosap.com/SFD52101.

Please check one of the boxes below:

- [ ] Lifetime monthly payments with the first 120 payments (10 years) guaranteed
Lifetime monthly payments
One-time lump-sum payment [Additional paperwork may be required if this option is elected.]
60 guaranteed monthly payments (5 years)
120 guaranteed monthly payments (10 years)
100% joint and survivor lifetime monthly payments. Enter beneficiary birthdate: \_\_\_\_\_

6. Acknowledgement

I acknowledge that: (1) the information I provided is true and accurate; (2) I have received, read, & understand this form, the Entitlement Form Instructions, and the letter from Firefly Admin Inc. with my calculated benefit options; (3) I understand my election is irrevocable; (4) no tax, financial, or legal advice has been given to me by the New York Fire District or Firefly Admin Inc. and I accept the responsibility to seek my own tax, financial, and legal advice regarding this distribution.

Signature

Date



You will be entitled to payment of your service award on your Entitlement Date, which is the first of the month following the Entitlement Age. Your benefit will be based on service credit earned through the end of the last complete calendar year prior to your Entitlement Date. For example, if your Entitlement Date is September 1, 2026 your benefit is based on service credit earned as of December 31, 2025. You can read more about the Program and the benefits provided in the Plan Summary, located at [www.fdlosap.com/XXX00101](http://www.fdlosap.com/XXX00101). Before making your **irrevocable election**, please read the information provided in these instructions and consult a tax or financial advisor.

The following is a summary of each of your benefit payment options.

- **Lifetime monthly payments with the first 120 payments (10 years) guaranteed.** This payment will start on your Entitlement Date and will continue for your lifetime. If you die before 120 payments have been made, the monthly payment will continue to your designated beneficiary until the 120<sup>th</sup> payment is made, then they will cease. If you die after 120 payments have been made to you, there would be no additional benefit payable to your beneficiary.
- **Lifetime monthly payments.** This payment will start on your Entitlement Date and will continue for your lifetime. When you die the payments will cease and there will be no additional benefit payable to your beneficiary.
- **Lump-sum payment.** You are paid a one-time lump-sum payment as full settlement of your accrued benefits. There will be no additional benefit due to you or your beneficiaries after the lump sum is paid.
- **60 guaranteed monthly payments.** This payment will start on your Entitlement Date and be paid for exactly 60 months (five years). If you die before 60 payments have been made, the remaining number of payments will be paid to your designated beneficiary. Once the 60<sup>th</sup> payment is made to either you or your designated beneficiary, the payments end.
- **120 guaranteed monthly payments.** This payment will start on your Entitlement Date and be paid for exactly 120 months (ten years). If you die before 120 payments have been made, the remaining number of payments will be paid to your designated beneficiary. Once the 120<sup>th</sup> payment is made to either you or your designated beneficiary, the payments end.
- **100% joint and survivor lifetime monthly payments.** This payment will start on your Entitlement Date and will continue for your lifetime. When you die, the monthly payment will continue to your designated beneficiary for his or her lifetime. If your designated beneficiary dies before you, you cannot change your form of payment, there will be no benefit payable at your death, and the amount you are paid will not change. *You must enter the birthdate of your single primary beneficiary if you elect this option.*

**SERVICE AFTER THE ENTITLEMENT DATE:** If you remain an active firefighter after your Entitlement Date and earn additional service credit, you will be paid a one-time lump-sum payment for each additional year of service credit earned. Although this additional benefit is called LOSAP II, it is not a second LOSAP, but rather an extension of the benefits that can be earned.

**BENEFICIARIES:** If you elect the 100% joint and survivor option, you must designate one beneficiary to be the "survivor" to receive payments at your death. Once you elect this payment form, you cannot change this beneficiary. For all other options, you may change your beneficiary at any time and name multiple primary beneficiaries, if desired.

**TAX FORMS:** You will receive a 1099-MISC reporting this income in Box 3 (Other Income). Distributions will be subject to Federal and possibly state income tax (check with your tax advisor), but not FICA taxes or other "payroll" taxes. New York State residents are encouraged to review State Form IT-225, subtraction S-130. Additional information can be found at [www.fireflyadmin.com/NYSTAX](http://www.fireflyadmin.com/NYSTAX). This paragraph is provided by Firefly Admin Inc. for your information only and does not constitute financial, legal, or tax advice.



The purpose of this form is to name the individual(s) you wish to receive any death benefit that may be payable from the LOSAP. New York State Law stipulates that if no beneficiary is named, or if you outlive all your beneficiaries, any death benefit must be paid to your estate. Completing this form does not guarantee that a death benefit will be payable.

This form will supersede any previous designation on file. Before naming your estate or a minor child as a beneficiary, it is strongly suggested that you seek legal advice. Death benefits cannot be paid directly to a minor child.

Please **print clearly** using only blue or black ink (not pencil or any other color) and **keep a copy for your records**. Provide all information requested for each beneficiary; however, SSN is optional for beneficiaries.

**YOUR BASIC INFORMATION**

<b>Circle One:</b>  Initial Designation  Change In Designation	Name	SSN	Birthdate
	Mailing Address	Phone	
		Email	

**PRIMARY BENEFICIARIES** The following Primary Beneficiary(ies) will receive any LOSAP death benefit payable. The total death benefit will be allocated to each Primary Beneficiary based on the *Share Percentage* indicated below. If the total of all Primary Beneficiary Share Percentages is not 100%, this form is not valid. If a Primary Beneficiary dies before you, surviving Primary Beneficiaries will be paid proportionally to their Share Percentage.

Share %	Name	SSN (optional)	Birthdate
	Mailing Address	Phone	Relationship
		Email	
Share %	Name	SSN (optional)	Birthdate
	Mailing Address	Phone	Relationship
		Email	

**Total 100%** *If you wish to name more than two Primary Beneficiaries, please attach a signed addendum.*

**CONTINGENT BENEFICIARIES** If your Primary Beneficiary(ies) die before you, the following Contingent Beneficiaries will receive any LOSAP death benefit payable. If the total of all Contingent Beneficiary Share Percentages is not 100%, this form is not valid. If a Contingent Beneficiary dies before you, surviving Contingent Beneficiaries will be paid proportionally to their Share Percentage.

Share %	Name	SSN (optional)	Birthdate
	Mailing Address	Phone	Relationship
		Email	
Share %	Name	SSN (optional)	Birthdate
	Mailing Address	Phone	Relationship
		Email	
Share %	Name	SSN (optional)	Birthdate
	Mailing Address	Phone	Relationship
		Email	

**Total 100%** *If you wish to name more than three Contingent Beneficiaries, please attach a signed addendum.*

**SIGNATURE**

This form must be signed and dated to be valid:

Signature \_\_\_\_\_

Date \_\_\_\_\_

## NEW YORK STATE INCOME TAX EXEMPTION FOR LOSAP PAYMENTS

Blog Post Dated: 10/2/2020



**T**he New York State tax law allows a taxpayer to exempt payments received from a length of service award program (or LOSAP) from New York State (NYS) income tax provided the following conditions are met:

1. The taxpayer must be over age 59 ½.
2. The payment must not be made in the form of a lump sum as defined in section 402(e)(4)(A) of the Internal Revenue Code and taxed under section 603 of the NYS tax law.
3. The payment must be from a LOSAP adopted pursuant to Article 11-A (fire department LOSAPs), Article 11-AA (ambulance squad defined contribution LOSAPs), Article 11-AAA (ambulance squad defined benefit LOSAPs) or Article 11-AAAA (supplemental LOSAPs).

All three of these requirements must be met in order to take the NYS income tax exemption. The result is that payments from a LOSAP are not universally exempt from NYS income tax, and a taxpayer must carefully review his/her unique situation when preparing his/her NYS tax return.

Each taxpayer is encouraged to review the instructions of NYS tax form IT-225, specifically subtraction S-130. Here is a link to the current version:

[https://www.tax.ny.gov/pdf/current\\_forms/it/it225i.pdf](https://www.tax.ny.gov/pdf/current_forms/it/it225i.pdf)

Firefly Admin Inc. cannot provide income tax advice, and this article is not intended to be such. Anyone reading this article is encouraged to forward it to your tax professional for review.

## THE IMPACT OF GASB ON THE FINANCIAL REPORTING AND ADMINISTRATION OF LOSAP IN NEW YORK STATE

Since the General Municipal Law (GML) was amended to authorize local governments to spend tax dollars on a Length of Service Award Program (LOSAP), the reporting of the assets and liabilities on financial statements has been evolving. At Firefly, one of our core principles is **collaboration**. We actively seek to build relationships and support all parties with responsibility for our clients' LOSAP – board members, clerks, treasurers, and other hired professionals like attorneys, investment managers, and auditors. Through these collaborations, we learn how to improve our services to meet the needs of each party.



*The purpose of this communication is to provide an overview and context on this subject, with the goal of pointing the reader to the experts who can guide you further.*



### The Government Accounting Standards Board (GASB)

The GASB is an organization that establishes accounting and financial reporting standards for state and local governments that follow Generally Accepted Accounting Principles (GAAP). In New York, a particular city, village, town, or fire district (the four possible local government sponsors of a LOSAP) are not statutorily required to follow GAAP. The adoption of GAAP for financial reporting depends on the facts and circumstances of that particular municipality.

### The Office of the State Comptroller (OSC)

Cities, villages, towns, and fire districts are required to file an Annual Update Document (AUD) prescribed by the (OSC). The OSC reviews GASB pronouncements and decides which ones to incorporate into the AUD. The timing of when those changes are incorporated may be later than when the actual pronouncement is effective for GAAP-based financial statements. Therefore, these governments have two potential sources of guidance when implementing changes in financial reporting – the GASB and the OSC.

### The Finances of LOSAP in New York State

We like to describe LOSAP as a sophisticated IOU – it is an unsecured promise by the sponsoring local government to pay a benefit at the entitlement age. The GML requires sponsors to reserve assets for the payment of the accrued benefits as they come due, and these assets are held in accounts owned by the local government. These assets are held in trust for the exclusive purpose of LOSAP; however, they are not secured against the creditors of the government sponsor in the case of insolvency. In other words, the LOSAP benefits are not guaranteed by the State Constitution like the Retirement System, and the LOSAP assets are not legally protected from creditors of the sponsoring municipality. That should not raise significant concern for local governments in New York, as the OSC Fiscal Stress Monitoring System and other safeguards make it very difficult for a municipality to go bankrupt. Nonetheless, it is an important distinction for the purposes of financial reporting.

### RESOURCES

*Firefly Admin's formal involvement in our client's financial reporting is limited to calculating the actuarial liabilities as prescribed in GASB 73 for a client that issues GAAP financial statements, but our commitment to collaboration means we strive to understand and support our clients in all aspects of sponsoring and administering a LOSAP.*

- If you have questions, your accountant or auditor would be the first place to start.
- Contact the OSC Division of Local Government and School Accountability – Professional Standards Unit: [LGSA\\_PSU@osc.ny.gov](mailto:LGSA_PSU@osc.ny.gov)
- See the Accounting Bulletins released by the OSC: [www.osc.state.ny.us/local-government/publications](http://www.osc.state.ny.us/local-government/publications)





## How GASB has Recently Changed LOSAP Financial Reporting

There are currently two GASB pronouncements that have a significant bearing on the reporting of LOSAP on the financial statements of a sponsoring municipality. The following is a summary of each statement and what a local government needs to know about its impact on LOSAP financial reporting.



*Essentially, GASB Statement No. 73 is about reporting the liabilities associated with the LOSAP on the financial statement, and GASB No. 84 is about reporting the assets of the LOSAP.*



### GASB Statement No. 73

- GASB 73 is effective for fiscal years beginning after June 15, 2016.
- The statement only applies to GAAP financial statements; the OSC has *not* implemented GASB 73 for the AUD.
- It requires a local government to disclose on its financial statement footnotes certain liability information about the LOSAP (i.e., a value of the benefits that have been earned).
- For **Defined Contribution** (DC) plans, the reporting is fairly straightforward and assistance is not needed from an actuary.
- For **Defined Benefit** (DB) plans, an actuary must calculate the total pension liability and the pension expense using methods and assumptions prescribed in the Statement. Specifically, the entry age normal cost method is required, and the discount rate is tied to rates for 20-year, tax-exempt general obligation municipal bonds with ratings of AA/Aa or higher.
- This method and discount rate are vastly different from the method and discount rate used for calculating the contributions to the trust. Since most LOSAP trust asset allocations incorporate some equities, the discount rates used for funding will be higher than the rate required for the GASB 73 calculations. The entry age normal cost method is best utilized in traditional pension plans whereby a participant retires at a specified retirement date. Since LOSAP instead has an entitlement date, and participants can continue to accrue benefits after that date, using the entry age normal method requires some actuarial license. Naturally, different actuaries are likely to approach how to apply this method to a LOSAP differently.
- From our viewpoint, GASB 73 is simply an exercise for the purpose of standardized reporting of LOSAPs on financial statements. At this time, we aren't aware of any significant impact this reporting has on the local government, other than additional fees to the actuary to calculate the liabilities.

### GASB Statement No. 84

- GASB 84 is effective for fiscal years beginning after December 15, 2019.
- The OSC has implemented GASB 84 in the AUD for all fiscal years ending on/after December 31, 2020.
- Essentially, the interpretation of GASB 84 by the OSC is that municipalities should be reporting the LOSAP assets with the governmental funds. The only exception would be reporting any LOSAP assets that have been contributed by another municipality. This exception is a rare circumstance and does not apply to the majority of municipalities.
- This change in accounting and financial reporting does not require additional actuarial calculations.
- Since LOSAP assets are generally now considered governmental funds, we expect they should be reconciled similarly. This implies balancing the LOSAP trust on a periodic basis, accounting for changes in the value of the trust. Changes include contributions, interest earned, benefits paid, and change in market value of any securities.
- The reconciliation of the LOSAP assets should likely be included on a monthly treasurer's report to the Board.
- If a local government is not receiving period statements (preferably monthly, but minimally quarterly) or a payment register to reconcile benefits paid from the Trust, speak to your vendor(s) to ensure this information is received.
- The OSC has issued implementation guidance, but we expect more support to come as treasurers, comptrollers, and accountants wrestle with some of the intricacies of the Statement. Specifically, how to report a future LOSAP payable or future LOSAP amounts earmarked, but not yet payable.

DEC 15 2023

**FIRE PROTECTION AND AMBULANCE SERVICES AGREEMENT**  
**VILLAGE OF EAST HAMPTON**  
**BOARD OF TRUSTEES**

**THIS AGREEMENT**, made the 1st day of September, 2023, by and between the Village of East Hampton, an incorporated village in the Town of East Hampton (hereinafter "Village"), and the Town of East Hampton, a municipal corporation situated in the County of Suffolk, State of New York (hereinafter "Town").

**WITNESSETH:**

**WHEREAS**, there has been duly established in the Town of East Hampton, County of Suffolk and State of New York a fire protection district, known as the 'Northwest Fire Protection District' (hereinafter "Town") embracing certain territory in the said Town as described in a resolution filed with the East Hampton Town Clerk's Office on March 29, 1930

**WHEREAS**, Village occupies a station within the Town of East Hampton;

**WHEREAS**, there are also residents and property requiring fire and ambulance protection in the East Hampton Water Supply District;

**WHEREAS**, such fire protection and emergency medical services are vital and necessary to the health and welfare of the inhabitants of the Fire Protection and Water Districts; and

**WHEREAS**, the Town is authorized to contract for fire protection and emergency medical services for the fire protection district pursuant to Town Law § 184 and all taxes raised under this Agreement shall be charge upon the taxpayers within the District(s) pursuant to Town Law §§ 184 and 184-a;

**WHEREAS**, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection and emergency medical services within such Fire Protection District(s); and

**WHEREAS**, the Town agrees that the Village shall be the exclusive, primary provider of fire protection in the Town of East Hampton's Northwest Fire Protection District and East Hampton Water Supply District;

**WHEREAS**, the Village also shall be the exclusive, primary provider of transporting, general ambulance protection in the protected territories, as permitted by Town Law § 184(1);

**WHEREAS**, a public hearing has been held upon this Agreement as required by Town Law § 184 on the 16<sup>th</sup> day of November, 2023;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION SERVICES

Village will provide Town with fire protection services capable of responding to fire and EMS related emergencies on an on-going basis within the Northwest Fire Protection District and also the East Hampton Water Supply District. Fire protection shall not include inspections of buildings and properties in the Fire Protection District. Fire Protection shall include responding to structure fires, wild land fires, fire alarms and carbon monoxide alarms, vehicle and pedestrian accidents and rescue calls, hazardous materials calls and spills (at an operations level), search and rescue, traffic control at accidents, downed wire calls, gas and other odor calls, and non-emergency assists of homeowners and fire prevention activities. Fire Protection shall include transporting, general ambulance services.

2. TERM

The term of this Agreement shall be two (2) year(s), commencing on the 1<sup>st</sup> day of January, 2024 and shall continue until the 31<sup>st</sup> day of December, 2025.

3. COMPENSATION and ARRANGEMENTS

- A. Village shall remain liable for benefits payable under the Volunteer Firefighters' Benefit Law (VFBL) as required by Section 30 of the VFBL.
- B. Village recognizes that as the authority having jurisdiction over the Fire Department, that the Village is liable for the acts and omissions of its Fire Department in the performance of its duties and has adequately insured therefore.
- C. Town shall pay to the Village the annual amount as stated in **Schedule A** by the dates stated in such Schedule.
- D. All monies charged hereunder shall be a charge upon the taxable property located in the territories covered by this Agreement.

4. HOLD HARMLESS

Town recognizes that Village is staffed by volunteers and that the Village can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Village harmless for the Village's failure to provide sufficient manpower at any single incident, though nothing in this section is designed to impair the Town's right to indemnification by the Village.

5. INSURANCE

Village shall at all times during the period of this Agreement maintain and keep in force a public liability insurance policy for injury to persons and property, including wrongful death, with a

combined single limit of at least \$2,000,000.00 representing both property damage and bodily injury coverage, with said policy of insurance naming the Town of East Hampton as an additional insured on a primary and non-contributory basis, but such insurance is limited to the insuring the operation of the above referenced vehicles.

Village shall provide the Town of East Hampton with certificates of insurance evidencing the aforementioned coverages on an annual basis and/or as may be requested by the Town of East Hampton. Village shall name the Town as an additional insured in Village's insurance policy. Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance or change of insurance carriers.

Village agrees to defend, indemnify and hold harmless the Town of East Hampton from any and all claims, liability, causes of action and damages, losses or expenses arising out of operations of, and services performed by the Village, including but not limited to the operation of the above referenced vehicles and the provision of the above services.

#### 6.   GROUNDS FOR TERMINATION

Village may terminate this Agreement upon the Town's failure to deliver the monies due Village under this Agreement by the date due, so long as Village provides thirty (30) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Village during this thirty-day notice period, Village may not terminate its services.

Town may terminate this Agreement after the substantial failure of the Village to provide fire and/or emergency medical services on a routine basis.

#### 7.   NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Village of East Hampton  
1 Cedar Street  
East Hampton, NY 11937

Town of East Hampton  
159 Pantigo Road  
East Hampton, NY 11937

#### 8.   SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of

the amendment to the law.

9. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall it effect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

10. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

11. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

12. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The public shall not be deemed a third-party beneficiary of this Agreement.

13. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

15. NO ASSIGNMENT

Neither Party may assign, transfer, convey or otherwise dispose of this Agreement without the written consent of the other party.

16. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties. In the event that this Agreement expires before the next Agreement can be negotiated, the Agreement shall continue in full force and effect on a monthly basis, with an increase in contract price paid monthly plus an additional three (3%) percent of the prior year's contract fee.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Village of East Hampton

Town of East Hampton

By: \_\_\_\_\_  
Jerry Larsen, Mayor

By: \_\_\_\_\_  
Peter Van Scoyoc, Supervisor

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**SCHEDULE A**

ALL PAYMENTS DUE B& FEBRUARY 15 OF THE CALENDAR YEAR

	<b>2024</b>	<b>2025</b>
	4%	4%
FIRE PROTECTION NORTHWEST	\$ 1,921,590.00	\$ 1,998,454.00
AMBULANCE SERVICES NORTHWEST	\$ 424,087.00	\$ 441,050.00
REPAIRS & MAINTENANCE NORTHWEST	\$ 41,943.00	\$ 43,621.00
FIRE PROTECTION EH WATER DISTRICT	\$ 925,843.00	\$ 962,877.00
AMBULANCE SERVICES EH WATER DISTRICT	\$ 271,850.00	\$ 282,724.00
REPAIRS & MAINTENANCE EH WATER DISTRICT	\$ 34,175.00	\$ 35,542.00
	<b>\$ 3,619,488.00</b>	<b>\$ 3,764,268.00</b>

**APPROVAL BY FIRE DEPARTMENT**

The Village of East Hampton Fire Department hereby authorizes the above agreement as required by General Municipal Law § 209-D, and agrees that the sum of \$310,743.00 shall be paid to the Village of East Hampton Fire Department within thirty (30) days of the Village's receipt of the Town's funds.

---

, President



DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**Village- Duo MFA**

<b>Quote Information:</b>	<b>Prepared for:</b>	<b>Ship To:</b>	<b>Prepared by:</b>
<b>Quote #: 023670</b>	<b>Village of East Hampton</b>	<b>Village of East Hampton</b>	<b>Lincoln IT</b>
Version: 1	86 Main St.	86 Main St.	Mike Wolf
Delivery Date: 12/13/2023	East Hampton, NY 11937	East Hampton, NY 11937	(516) 520-6463
Expiration Date: 01/10/2024	Marcos Baladron	Marcos Baladron	Fax 5165206468
	(631) 324-4150	(631) 324-4150	mwolf@lincolnit.com
	mbaladron@easthamptonvillage.org	mbaladron@easthamptonvillage.org	

**Software**

Item	Description	Qty	Price	Ext. Price
DuoAccess	<b>Duo Security Platform - Monthly recurring</b> *Will Adjust After Verification of Users	75	\$6.00	\$450.00
			<b>Subtotal:</b>	<b>\$450.00</b>

**Services**

Item	Description	Qty	Price	Ext. Price
LIT-PRJ-PS	<b>Project Labor / Professional Services</b>  Microsoft 365 Setup Setup MFA policies with Conditional Access Setup Geo-filtering with Conditional Access Setup Single Sign-On (Password write back, Self Service Password Reset)  Testing Setup Groups: MFA-Users, MFA_Bypass, GeoFilter-Bypass Setup test account(s)  User Acceptance Testing Setup client provided test users for MFA policies  VIP Migration Schedule white-glove service (remote or on-site)  Migration Scheduled cut over for all user MFA/SSO  Post-Setup Remove test accounts and groups  Troubleshooting and Documentation	1	\$16,021.00	\$16,021.00

Subtotal: \$16,021.00

### Quote Summary

Description	Amount
Software	\$450.00
Services	\$16,021.00
<b>Total:</b>	<b>\$16,471.00</b>

Taxes, Shipping, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 30% deposit invoice will be sent on any product sale over \$30,000. Invoices will be sent as product is received by LincolnIT. For labor, LincolnIT will send 1/3 progress invoices at the start, midway and end of projects.

### Lincoln IT

### Village of East Hampton

Signature: \_\_\_\_\_  
 Name: Mike Wolf  
 Title: Strategic Account Manager  
 Date: 12/13/2023

Signature: \_\_\_\_\_  
 Name: Marcos Baladron  
 Date: \_\_\_\_\_



25 Bloomingdale Road  
 Hicksville, NY 11801  
<http://lincolnit.com/>  
 5165206463

RESOLUTION # 132 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
 BOARD OF TRUSTEES

SSO Entire Village

<b>Quote Information:</b>	<b>Prepared for:</b>	<b>Ship To:</b>	<b>Prepared by:</b>
<b>Quote #: 023673</b>	<b>Village of East Hampton</b>	<b>Village of East Hampton</b>	<b>Lincoln IT</b>
Version: 1	86 Main St.	86 Main St.	Mike Wolf
Delivery Date: 12/13/2023	East Hampton, NY 11937	East Hampton, NY 11937	(516) 520-6463
Expiration Date: 01/10/2024	Marcos Baladron	Marcos Baladron	Fax 5165206468
	(631) 324-4150	(631) 324-4150	mwolf@lincolnit.com
	mbaladron@easthamptonvillage.org	mbaladron@easthamptonvillage.org	

Software

Item	Description	Qty	Price	Ext. Price
Azure Active Directory Premium P2	Azure Active Directory Premium P2(Monthly)	3	\$10.80	\$32.40
Subtotal:				\$32.40

Services

Item	Description	Qty	Price	Ext. Price
LIT-PRJ-PS	<b>Project Labor / Professional Services</b> <ul style="list-style-type: none"> <li>Prerequisite: New Server build - domain: VOEH2K</li> <li>Microsoft 365 SSO Setup AD Users</li> <li>Sanitize domain accounts (IdFix, UPN, ProxyAddresses)</li> <li>Setup synchronization (EntraID Sync, aka Azure ADSync)</li> <li>Setup Single Sign-On (Password writeback, Self Service Password Reset)</li> </ul>	1	\$2,992.00	\$2,992.00
Subtotal:				\$2,992.00

Quote Summary

Description	Amount
Software	\$32.40
Services	\$2,992.00
<b>Total:</b>	<b>\$3,024.40</b>

Taxes, Shipping, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 30% deposit invoice will be sent on any product sale over \$30,000. Invoices will be sent as product is received by LincolnIT. For labor, LincolnIT will send 1/3 progress invoices at the start, midway and end of projects.

**Lincoln IT**

**Village of East Hampton**

Signature: \_\_\_\_\_  
Name: Mike Wolf  
Title: Strategic Account Manager  
Date: 12/13/2023

Signature: \_\_\_\_\_  
Name: Marcos Baladron  
Date: \_\_\_\_\_

P R O P O S A L

Outdoor Lighting Perspectives of Long Island  
Outdoor Lighting Perspectives  
60A Corbin Ave.  
Bay Shore, NY 11706  
(631) 266-6200

[olpli@outdoorlights.com](mailto:olpli@outdoorlights.com)

<https://outdoorlights.com/long-island>

**OUTDOORLIGHTING**  
P E R S P E C T I V E S ®

**RESOLUTION # 133 - 2023**

**DEC 15 2023**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

**Billing/Service Address**

Marcos Baladron  
Village of East Hampton  
86 East Main Street  
East Hampton, NY 11937  
(631) 488-7586 (His Cell)  
[mbaladron@easthamptonvillage.org](mailto:mbaladron@easthamptonvillage.org)

Date	November 29, 2023
Total	\$2,275.00

This proposal expires on 2/27/2024

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Item	Description	Qty	Rate	Amount
Commercial Installation	Commercial installation or retrofit.	1		
Bonsai	Redwood RGBW Brass Uplight. Gardner: 1- Replace Broken Fixture, Pantico: 2- Replace Broken Fixture, Hook Mill: 1- Replace Broken Fixture	4	450.00	\$1,800.00
Service	Service for system.	1	165.00	\$165.00
Bonsai Zigbee Extender	Redwood Signal Extender for 12 volt in line control signal repeating.	1	120.00	\$120.00
Zigbee USB Repeater	Zigbee USB Repeater for Bonsai	1	85.00	\$85.00
Bonsai Accent Assembly Box	Bonsai Accent Assembly Box	3	35.00	\$105.00
			Subtotal	\$2,275.00

**Derrig and Crawford Landscape Architects, PLLC.**  
103 Montauk Highway  
East Hampton, N.Y. 11937  
(631) 329-3000

RESOLUTION # 134 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

December 11, 2023

Attn: Marco Baladron  
East Hampton Village  
86 Main Street  
East Hampton, New York 11937

RE: Herrick Park – 67 Newtown Lane, East Hampton NY 11937

Dear Mr. Baladron,

It was great meeting with you to review the design for the entrance to Herrick Park on Newtown Lane. Since this process includes variables out of our control such as length of meetings with the boards and the potential request for revisions from the boards it is difficult for us to estimate the total amount of time that will be required. For this reason, we propose this letter of intent agreement for the services. Below is an outline of the work we will perform for your review along with our hourly landscape architectural service fees.

- 1) Review of all current existing surveys and architectural plans
- 2) Creation of an Existing Conditions Plan based upon the survey prepared by the surveyor and additional information obtained by MDLA using our Nikon Total Station DTM-322
- 3) Creation of a Conceptual Landscape Plan
- 4) Removals Plan
- 5) Planting Plan  
- Includes: Planting schedule and planting details as needed
- 6) Materials Plan

Our fees for these services will be based upon hourly rates of \$345.00 for Principals, \$250.00 for Landscape Architects, and \$195.00 for Junior Landscape Architects. Reimbursable costs such as printing, mailing, and permit/application fees are in addition to the above fees. Our services will be billed on a monthly basis throughout the project.

Please don't hesitate to contact me with any questions or concerns you may have. We look forward to working with you. If this proposal is acceptable to you, please sign and return one copy to us and retain one copy for your records.

Sincerely,

Michael Derrig



**Work not included**

*The following work items are not a part, or within, the scope of services outlined above:*

- Preparation of topographic survey
- Grading and drainage plan
- Lighting plan
- Permits or testing of any kind
- Mechanical, structural or electrical engineering design
- Construction detailing
- Construction management
- Selection and tagging of plant material

**Additional Work:**

Should it be necessary to be called upon to perform additional services not herein before proposed, but generally in conjunction with this project, the fees for such services would be based upon hourly rates of \$345.00 for Principals, \$250.00 for Landscape Architects and Senior Designers, and \$195.00 for Jr. Landscape Architect.

**Reimbursable Cost:**

Photography, all printing & reproduction work, mail, express mail, are reimbursable to the Landscape Architect and are in addition to fees stated above.

**Credits:**

In all publications concerning this project where the design-work produced by the Landscape Architect is evident, it is asked that credit be listed as:

Derrig and Crawford Landscape Architects PLLC.  
103 Montauk Highway, East Hampton, NY 11937

**Termination:**

If for any reason the project should abort, or if services are terminated for any reason by either party, the Landscape Architect shall be compensated based upon the percent of completion and in accordance with remuneration as herein before described.

**Completed Documents:**

Completed documents shall become the property of the owner. All original drawings shall remain in possession of the Landscape Architect.

**Agreed:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Derrig and Crawford Landscape Architects, PLLC

\_\_\_\_\_  
date





RESOLUTION # 135 - 2023


DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

## VILLAGE OF EAST HAMPTON

*Office of the*

### FIRE & EMS ADMINISTRATOR

To: Marcos Baladron  
From: G. Turza Jr.   
Date: 12/06/2023  
Re: LifePak Upgrade For EMS

It has been brought to our attention that the EHV Dept. of EMS will need to upgrade three (3) of our 4 existing LifePak Monitors, as the sole source manufacturer/ provider, Stryker Medical, is "phasing out" some of the models that we currently use. These devices monitor cardiac rhythms and other physiological data and transmit the telemetry to Medical Control and the hospital, in addition to functioning as both an automatic and manual defibrillator with advanced capabilities. They are, required and essential pieces of equipment. This "phase out", does not have a definite end date, however, we have been advised by Stryker that orders need to be placed by 12/31/2023 to ensure price guarantees. We have been quoted at \$108,993.81, which reflects a trade-in credit on the three units. Our fourth unit is a model series that is not scheduled to be replaced. In addition, we are looking to add a fifth unit, to ensure that we have the capabilities to provide service to the public. That unit has been quoted at \$50,620.09. Delivery time for all units is expected sometime after August 1, 2024 and we are not under any financial obligations until time of delivery. I have spoken to our grant writer, Jennifer Mesiano-Highman and she is aware of various funding sources that other agencies have used for this specific equipment upgrade. She has low confidence that we would be able to secure grant funding for the project before a 12/31/2023 ordering deadline.



## LIFEPAK 15 v4 upgrade

Quote Number: 10828019

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: EAST HAMPTON VILLAGE AMB

Rep: Samantha Heller

Attn: Anthony Carlo

Email: samantha.heller@stryker.com

carlo@easthamptonvillageny.gov

Phone Number: (732) 331-8915

631-553-4944

Quote Date: 12/01/2023

Expiration Date: 12/31/2023

Contract Start: 12/01/2023

Contract End: 11/30/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	EAST HAMPTON VILLAGE AMB	Name:	EAST HAMPTON VILLAGE AMB	Name:	VILLAGE OF EAST HAMPTON
Account #:	20000280	Account #:	20000280	Account #:	20006761
Address:	1 CEDAR ST	Address:	1 CEDAR ST	Address:	86 MAIN ST
	EAST HAMPTON		EAST HAMPTON		EAST HAMPTON
	New York 11937		New York 11937		New York 11937-2730

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	3	\$37,943.58	\$113,830.73
2.0	41577-000288	LP15 ACCRY SHIPKIT,AH,S	PCE	3	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	3	\$280.80	\$842.40
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	3	\$50.70	\$152.10
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	3	\$72.15	\$216.45
6.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	3	\$0.00	\$0.00
Equipment Total:						\$115,041.69

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1V2 TOWARDS PURCHASE OF LIFEPAK 15	3	-\$10,000.00	-\$30,000.00

### ProCare Products:



### LIFEPAK 15 v4 upgrade

Quote Number: 10828019

Version: 1

Prepared For: EAST HAMPTON VILLAGE AMB  
 Attn: Anthony Carlo  
 carlo@easthamptonvillageny.gov  
 631-553-4944

Remit to: **Stryker Medical**  
 P.O. Box 93308  
 Chicago, IL 60673-3308

Rep: Samantha Heller  
 Email: samantha.heller@stryker.com  
 Phone Number: (732) 331-8915

Quote Date: 12/01/2023  
 Expiration Date: 12/31/2023  
 Contract Start: 12/01/2023  
 Contract End: 11/30/2024

#	Product	Description	Months	Qty	Sell Price	Total
8.1	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order  12/02/2023 - 12/01/2027	48	3	\$7,493.60	\$22,480.80

ProCare Total: \$22,480.80

#### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,471.32
<b>Grand Total:</b>	<b>\$108,993.81</b>

Prices: In effect for 30 days

Terms: Net 30 Days

#### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



### LIFEPAK 15 v4

Quote Number: 10828073

Remit to: Stryker Medical

Version 1

P.O. Box 93308  
Chicago, IL 60673-3308

Prepared For: EAST HAMPTON VILLAGE AMB  
Attn: Anthony Carlo  
carlo@easthamptonvillageny.gov  
631-553-4944

Rep: Samantha Heller  
Email: samantha.heller@stryker.com  
Phone Number: (732) 331-8915

Quote Date: 12/01/2023

Expiration Date: 12/31/2023

Contract Start: 12/01/2023

Contract End: 11/30/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	EAST HAMPTON VILLAGE AMB	Name:	EAST HAMPTON VILLAGE AMB	Name:	VILLAGE OF EAST HAMPTON
Account #:	20000280	Account #:	20000280	Account #:	20006761
Address:	1 CEDAR ST EAST HAMPTON New York 11937	Address:	1 CEDAR ST EAST HAMPTON New York 11937	Address:	86 MAIN ST EAST HAMPTON New York 11937-2730

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$37,943.58	\$37,943.58
2.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	PCE	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	1	\$393.90	\$393.90
4.0	11577-000011	Mobile Battery Charger - For the LP15	PCE	1	\$1,747.85	\$1,747.85
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$59.80	\$59.80
6.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$21.75	\$21.75
7.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$24.75	\$24.75
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$34.50	\$34.50
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$48.75	\$48.75
10.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PCE	1	\$42.00	\$42.00
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$280.80	\$280.80
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$50.70	\$50.70
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$72.15	\$72.15
14.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$33.80	\$33.80



### LIFEPAK 15 v4

Quote Number: 10826073

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: EAST HAMPTON VILLAGE AMB

Rep: Samantha Heller

Attn: Anthony Carlo

Email: samantha.heller@stryker.com

carlo@easthamptonvillageny.gov

Phone Number: (732) 331-8915

631-553-4944

Quote Date: 12/01/2023

Expiration Date: 12/31/2023

Contract Start: 12/01/2023

Contract End: 11/30/2024

Equipment Total: \$40,754.33

#### ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
17.1	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EICO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order  12/02/2023 - 12/01/2027	48	1	\$7,493.60	\$7,493.60

ProCare Total: \$7,493.60

#### Data Solutions:

#	Product	Description	Months	Qty	Sell Price	Total
15.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	0	1	\$1,468.70	\$1,468.70
16.0	78000168	KORE - Stryker data plan for modem (Verizon)	12	1	\$364.80	\$364.80

Data Solutions Total: \$1,833.50

#### Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$538.66

Grand Total: \$50,620.09

Prices: In effect for 30 days

Terms: Net 30 Days



**LIFEPAK 15 v4**

Quote Number: 10828073

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: EAST HAMPTON VILLAGE AMB

Rep: Samantha Heller

Attn: Anthony Carlo

Email: [samantha.heller@stryker.com](mailto:samantha.heller@stryker.com)

[carlo@easthamptonvillageny.gov](mailto:carlo@easthamptonvillageny.gov)

Phone Number: (732) 331-8915

631-553-4944

Quote Date: 12/01/2023

Expiration Date: 12/31/2023

Contract Start: 12/01/2023

Contract End: 11/30/2024

**Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

PENDING APPROVAL



December 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

## Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**MEMORANDUM**

RESOLUTION # 137 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

SUBJECT: **Service Plan / Cloud Backup Service – G Force Data**  
DATE: December 6, 2023  
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police  
TO: Marcos Baladron, Village Administrator

A handwritten signature in black ink, appearing to be "JE", written over the name of the Acting Chief of Police.

---

I respectfully request the Board of Trustees approve the 2024 Microsoft Azure Database Cloud Backup Service with G Force Data who provided MS Azure Cloud backups for our Larimore database, in the amount of \$1,295.00, Contract period – January 1<sup>st</sup>, 2024 through December 31<sup>st</sup>, 2024. This has been budgeted for in the 2023-2024 Fiscal Year.

cc: Jerry Larsen, Mayor



# INVOICE

G Force Data, Inc.  
17761 Little Torch Ky  
Fort Myers, FL 33908

jason.gerrish@gforcedata.com  
(978) 985-6423  
www.gforcedata.com



# G Force Data

## East Hampton Village Police Department

### Bill to

Sue Byrd  
East Hampton Village Police Department  
Cedar Street  
Village of East Hampton  
East Hampton, NY 11937 USA

### Invoice details

Invoice no.: 1368  
Terms: Net 30  
Invoice date: 12/06/2023  
Due date: 01/05/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	01/01/2024	<b>Cloud Backup Service</b> 2024 Annual subscription for Microsoft Azure database cloud backup service (MS Azure cloud backups for Larimore database). 3 full database backups retained in cloud		1	\$1,295.00	\$1,295.00

**Total** **\$1,295.00**

### Ways to pay



Pay invoice



RESOLUTION # 138 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

YMCA East Hampton RECenter

A branch of the YMCA of Long Island, Inc.

2 Gingerbread Lane, East Hampton, NY 11937

This agreement is made and entered into as the 30th day of November, 2023 by and between the YMCA of Long Island, Inc. on behalf of its East Hampton branch ("YMCA East Hampton RECenter"), having offices for the transaction of business located at 2 Gingerbread Lane East Hampton, NY 11937, and East Hampton Fire Dept Dive Team, having offices for the transaction of business located at Cedar Street, East Hampton, NY 11937.

#### RECITALS

WHEREAS, the Dive Team is located in the Village of East Hampton; and

WHEREAS, the Dive Team desires to use the facilities of the YMCA East Hampton RECenter for purposes of Dive Team Training.

WHEREAS, the YMCA East Hampton RECenter represents that it has the facilities to accommodate the Fire Dept Dive Team's need and is ready and willing to permit Fire Dept Dive Team to use such facilities in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The East Hampton Village Fire Dept Dive Team is authorized to have exclusive use of the Lap Pool at the YMCA East Hampton RECenter for training on Wednesday, December 13, 2023.
2. The Fire Dept Dive Team shall have non-exclusive use of other areas as designated by the YMCA including but not limited to restrooms and other areas made available by the YMCA.
3. The Fire Dept Dive Team will provide their own lifeguards. The YMCA will provide staff to adequately supervise their participants at all times while using the YMCA facilities.
4. As the demand for pool time is great, the YMCA reserves the right to determine lane distribution.
5. Fire Dept Dive Team shall maintain and provide YMCA with a certificate of insurance as described in item #8 of this agreement.
6. In the event that changes to the schedule occur or the pool is closed, YMCA will provide the Fire Dept Dive Team with notice of the proposed change or closing at least five (5) days in advance of the scheduled change or closing. Should the proposed change be unacceptable to the Fire Dept Dive Team and a mutually acceptable alternative be unavailable, the Fire Dept Dive Team shall have the option to cancel the changed pool time.
7. The rental fee for the pool is \$0.
8. Each party shall maintain and keep in effect during the duration of this agreement comprehensive general liability Insurance naming each other as additional insured with a minimum limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate. Proof of insurance shall be provided to each party prior to commencement of the use.
9. YMCA agrees to indemnify and hold harmless the Fire Dept Dive Team, its officers, agents and employees from any claim for bodily injury or property damage arising from the Fire Dept Dive Team's use of the YMCA's facilities provided that such claim is caused by the negligence of YMCA or breach of YMCA's obligations under this agreement. The Fire Department agrees to indemnify and



hold harmless YMCA, its officers and employees from any claim for bodily injury or property damage arising from the negligence of the fire department or breach of the fire department's obligations under this agreement.

10. This agreement is made with the understanding that all participants and staff will comply with all the rules and regulations of the YMCA including:
  - I. Participants must be respectful of other participants while using the facility.
  - II. All swimmers must shower before entering the pool.
11. This agreement may be terminated by the East Hampton Village Fire Dept for any reason upon thirty (30) days written notice to YMCA. Said termination shall become effective thirty (30) days from the date of said notice or upon YMCA's rebooking of the pool time previously stated for the use by, whichever is earlier.
12. YMCA shall comply with and be responsible for complying with all applicable federal, state, local statutes, rules, regulations, codes and ordinances with respect to the pool and the facilities.
13. No action or failure to act by the Fire Department or YMCA shall constitute a waiver of a right or duty afforded them under this agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
14. In case any provision of this agreement should be held to be contrary to, or invalid, under the law of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.
15. The licensor agrees not to assign, transfer, convey or sublet or otherwise dispose of the agreement or its right, title and interest therein or its power to execute this agreement, to any other person, firm or corporation without previous consent in writing of the EHFD, which consent shall not be unreasonably withheld.
16. This agreement represents the entire and integrated agreement between the EHFD and YMCA and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both EHFD and YMCA. No oral modifications to this agreement shall be binding upon the parties.
17. This agreement shall be construed in accordance with and governed by the laws of the State of New York.



IN WITNESS WHEREOF, the parties have executed this agreement this 30th day of November, 2023.

Village of East Hampton

  
\_\_\_\_\_  
Printed Name:  Marcos Baladron

Title:  village administrator

Date:  12/15/2023

YMCA of Long Island, Inc.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**RESOLUTION #139 - 2023**

**DEC 15 2023**

**SUBJECT: Part-Time Police Officer Employment**  
**DATE:** December 5, 2023  
**FROM:** Captain Jeffrey Erickson, Acting Chief of Police  
**TO:** Marcos Baladron, Village Administrator

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

---

I respectfully request that the Village Board hire the following individual as a Part-Time Police Officer at a rate of \$30.00 per hour.

<u>EMT-B</u>	<u>Hourly Rate</u>	<u>Start Date</u>
Michael D. Arkinson	\$30.00	12/22/2023

cc: Mayor Gerard Larsen  
Susan Steckowski, Payroll

172 Accabonac Road  
East Hampton, NY 11937



631-324-0641 • Fax 631-324-0566  
www.easthamptonvillage.org

**VILLAGE OF EAST HAMPTON  
DEPARTMENT OF PUBLIC WORKS**

December 12, 2023

**RESOLUTION # 150 - 2023**

**DEC 15 2023**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

Members of the Board of Trustees,

I request The Board of Trustees authorize the following vendor as our Electrical Contractor.

All Service Electric Inc  
57 Aberdeen Rd.  
Smithtown, NY 11787

Vendor is available under Suffolk County Contract ERS061522 and ES110623 and are on a will call basis.  
Authorization will enable the Treasure to draft a blanket PO to streamline accounts payable.

Respectfully,

David Collins  
Superintendent of Public Works



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



RESOLUTION # 140 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**SUBJECT:** Part-Time EMT-B Employment  
**DATE:** November 15, 2023  
**FROM:** Captain Jeffrey Erickson, Acting Chief of Police  
**TO:** Marcos Baladron, Village Administrator

---

I respectfully request that the Village Board hire the following individual as an Hourly employee with the Village's EMT-B Program retroactively as of October 31, 2023, pending completion of her background check.

<u>EMT-B</u>	<u>Hourly Rate</u>	<u>Start Date (Retroactive)</u>
Tyanna Middleton	\$ 28.00	10/31/2023

cc: Mayor Gerard Larsen  
Susan Steckowski, Payroll

RESOLUTION # 143- 2023

Village of East Hampton

DEC 15 2023

Emergency Services Building Truss Repair Project

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

Construction Monitoring & Contract Administration Services

Estimated Fee

The following estimate is based on a contract construction period of 11 weeks

• Construction Monitoring (10 hrs./week x 11 weeks x \$100/hr.)	= \$11,000
• Contract Administration (1.5 hrs./week x 11 weeks x \$200/hr.)	= <u>\$3,300</u>
Sub-Total	\$14,300
Budget (Use)	\$15,000

Note: The estimate would not include the inspection services of the structural design engineers (Craft Engineering), which is estimated to be approximately \$4,000.00

December 13, 2023



86 Main Street  
East Hampton, New York 11937-2730

**JERRY LARSEN**, Mayor



Phone 631.324.4150  
Fax 631.324.4189  
www.easthamptonvillage.org

**VILLAGE OF EAST HAMPTON**

Office of  
**ADMINISTRATOR**

**RESOLUTION # 152 - 2023**

**DEC 15 2023**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

WHEREAS Village residents and property owners Seth P. Bernstein and Toni S. Bernstein (the "Bernsteins"), of 258 Georgica Road (SCTM # 12.4-15.1) owed real property taxes to the Village for said parcel in the amount of \$17,704.20 for 2023-2024 as reflected in Tax Bill Number 001443, and

WHEREAS the aforesaid real property tax bill was due to be paid on or before August 31<sup>st</sup>, 2023, and

WHEREAS the Village, having not received payment from the Bernsteins by said deadline and for a period of time thereafter, issued a notice to the Bernsteins of such non-payment on November 1, 2023 and assessed a 7% penalty for November 2023 in the amount of \$1,239.29, and

WHEREAS the Bernsteins immediately responded to said notice by letter dated November 4, 2023 wherein they advised the Village that the real property tax payment had been made by check dated July 31, 2023 and annexed a copy of the cancelled check, and

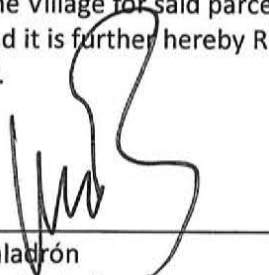
WHEREAS the sole reason the Village did not receive the timely payment issued by the Bernsteins to the Village was the intervening conduct of a third-party bad actor (alleged to have unlawfully intercepted, endorsed, and deposited the Bernsteins' check), and

WHEREAS the Bernsteins issued payment to the Village on November 22, 2023 in the amount of \$1,239.29 in satisfaction of the penalty that had been assessed, and

WHEREAS by letter dated December 4, 2023, the Bernsteins formally requested a refund of the penalty they were assessed and that they thereafter paid in the amount of \$1,239.29, and

WHEREAS at all times relevant herein, the Bernsteins have acted diligently to address the situation, including by contacting and cooperating with the proper authorities, their banking institution, and the Village, and have provided the Village with documentation of such efforts,

NOW, then, it is RESOLVED that under the unique circumstances present herein, which shall not establish a precedent for other cases of non-payment or late payment of taxes, the penalty assessed to Seth P. Bernstein and Toni S. Bernstein (the "Bernsteins"), of 258 Georgica Road (SCTM # 12.4-15.1) for non-payment and/or late payment of real property taxes to the Village for said parcel (7% penalty for November 2023) in the amount of \$1,239.29, is hereby waived by the Village, and it is further hereby RESOLVED that the Village shall issue a refund to the Bernsteins in the amount of \$1,239.29.

  
\_\_\_\_\_  
Marcos Baladrón  
Village Administrator

**LICENSE AGREEMENT**

**LICENSE AGREEMENT** dated December 15, 2023, between the Incorporated Village of East Hampton, a municipal corporation with offices located at 86 Main St., East Hampton, New York 11937, as Licensor, and The Ladies' Village Improvement Society of East Hampton, Long Island, New York, Inc. (the "LVIS") having an address at 186 Waterhole Road, East Hampton, New York, 11937, as Licensee.

**1. Premises; term of agreement.** Licensor is the owner of a parcel of real property (SCTM #301-4-5-5.2) improved with a storage garage (the "Village Garage" or the "Premises"). Licensor is not currently in need of the Village Garage for municipal purposes. Thus, in consideration of the terms set forth in this Agreement, the Licensor hereby extends a revocable license to Licensee to use the Village Garage to process donations and store furniture, other chattels and goods (hereinafter referred to collectively as "goods"). The term of this agreement is thirty years, commencing on January 1, 2024 and expiring on December 31, 2053, unless the term shall sooner terminate pursuant to any of the other conditions set forth herein. If Licensee should fail to perform any covenant, undertaking or obligation arising out of this Agreement, at Licensor's option all rights and privileges granted in this Agreement to Licensee will immediately terminate on written notice from Licensor, and this Agreement will be of no further force and effect.

**2. Fixed fee.** Licensee agrees to pay to Licensor as a net minimum fee (the "fixed fee") during the term of this agreement:

\$100.00 per annum for the period between January 1, 2024 and December 31, 2053.

**RESOLUTION # 153 - 2023**

**DEC 15 2023**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

The annual fixed fee shall be paid in full on January 1<sup>st</sup> of each year, hereafter referred to as the "fee payment date", commencing on January 1, 2024.

Licensee also promises to pay, from time to time as provided in this agreement, as additional fees all other amounts and obligations which Licensee assumes or agrees to pay under this agreement. If Licensee fails to pay any such additional fees, Licensor shall have all the rights, powers and remedies provided for in this agreement or at law or in equity or otherwise in the case of nonpayment.

Payments shall be made by check payable to the Village of East Hampton at 86 Main St., East Hampton, N.Y. 11937. All fixed fees shall be paid without notice, demand, counterclaim, set off, deduction or defense, and nothing shall suspend, defer, diminish or abate or reduce the amount of the fixed fee, except as otherwise specifically provided herein.

**3. Use of Premises.** Licensee promises that Licensee will use the Village Garage for processing donations and passive storage only, unless approved in writing in advance by the Licensor. No offices shall be permitted inside the Village Garage building and no sales of goods shall be conducted in the Village Garage. Licensee shall not do or permit any act or thing which might impair the value or usefulness of the Premises or any part thereof. Licensee shall not permit any article or activity on the premises which may constitute a nuisance, public or private, or which may be dangerous, or which might make voidable any insurance in effect with respect to the Premises. Licensee shall not do or suffer any waste, damage, disfigurement or injury to the Premises. Licensee shall not permit the, storage, spilling, discharge, release or deposit or placement on the Premises of any substance which is hazardous or toxic within the meaning of any applicable environmental law.

**4. Condition of the premises.** The Premises shall be delivered to Licensee in "as is" condition. Licensee shall return the Premises at the end of the Lease term in the same condition as received, subject only to ordinary wear and tear, damage by fire or other casualty. Licensor shall not be required to make any improvements to the Premises. Licensee agrees to make no alterations to the Premises, including, but not limited to, any painting, repairs, and/or structural changes to the Premises without the express written,

prior consent of the Licensor. In the event that Licensor consents to any such repairs or improvements, including the installation of any fixtures, they will be made at the sole cost and expense of the Licensee and they will become the sole property of the Licensor at the expiration of this Agreement. Any and all utility costs associated with the Village Garage shall be paid by the Licensee.

Licensee represents that it has examined and is fully familiar with the condition of the premises, the improvements thereon, and the present uses surrounding the premises. Licensee accepts the same in the condition and state in which they now are ("as is"). Licensor makes no representations or warranty, express or implied in fact or by law, as to the nature or condition of the premises or its fitness or availability for any particular use, or the income from or expenses of operation of the premises. Licensor shall not be liable for any latent or patent defect therein.

**5. Maintenance and repair.** Licensee, at all times during the term of this agreement, shall keep the Village Garage in good and clean order and in such condition as may be required by all legal and insurance requirements.

**6. Liens.** Licensee shall not directly or indirectly create or permit to be created or to remain, and shall discharge, any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other retention agreement with respect to the Premises or any part thereof. If, in connection with any work being performed by or for Licensee in connection with any materials being furnished to Licensee, any mechanic's lien or other lien or charge shall be filed or made against the Premises or any part thereof, or if any lien or charge shall be filed or made against Licensor, then Licensee, at Licensee's expense, within thirty days after such lien or charge shall have been filed or made, shall cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise. Licensee promptly and diligently shall defend any suit, action or proceeding which may be brought for the enforcement of such lien or charge; shall satisfy and discharge any judgment entered therein within thirty days from the entering of such judgment by payment thereof or filing a bond or otherwise; and on demand shall pay all damages, costs and expenses, including reasonable attorneys' fees, suffered or incurred by Licensor in connection therewith.

Nothing contained in this agreement shall constitute any consent or request by Licensor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any portion thereof, nor as giving Licensee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in any fashion that would permit the filing or making of any lien or claim against Licensor or the Premises.

**7. Insurance.** Licensee, at all times during the term of this agreement and at Licensee's expense, shall provide and maintain in full force and effect with insurers approved by Licensor: (a) insurance with respect to the improvements against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to at least 100% of the full replacement value of the improvements, and in any event in an amount sufficient to prevent Licensor or Licensee from becoming a coinsurer of any loss under applicable policies, which shall be written on a replacement cost basis; (b) public liability and property occurrence, accident or disaster in or about the premises or any part thereof, or the improvements now or hereafter erected thereon, or adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any appurtenances thereto, in amounts approved from time to time by Licensor, which amounts at the date hereof shall be, in the case of public liability, \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 in the aggregate; (c) appropriate workers' compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Premises; and (d) insurance against such other hazards and in such amounts as is customarily carried by prudent owners and operators of similar properties, and a Licensor reasonably may request. Licensee shall comply with such other requirements as Licensor from time to time reasonably may request for the protection by insurance of Licensor's interest.

All insurance maintained by Licensee pursuant to this paragraph: (a) shall, except for workers'; compensation insurance, name Licensor and Licensee as insureds, as their respective interest may appear, (b) shall provide,

except in the case of public liability and workers' compensation insurance, that insurance proceeds shall be payable to Licensor for the benefit of Licensor and Licensee, as their respective interests may appear; (c) shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensor or Licensee or any other person; (d) shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt by Licensor and Licensee of written notice thereof; and (e) shall be satisfactory in all other respect to Licensor acting reasonably. Any such insurance, at Licensee's option, may be provided through a blanket policy or policies in form and substance satisfactory to Licensor, provided such policies shall provide in a manner satisfactory to Licensor for specific allocation to the premises of the coverage afforded by such blanket policy or policies, and provided further that such blanket policy or policies give to Licensor no less protection than that which would be afforded by separate policies.

Upon the execution of this agreement and thereafter not less than fifteen days prior to the expiration date of any policy delivered pursuant to this paragraph, Licensee shall deliver to Licensor the originals of all policies or renewal policies, as the case may be, required by this agreement, bearing notations evidencing the payment of the premiums, therefore. In lieu of any such policies, Licensee may deliver certificates of the insurer, in form and substance satisfactory to Licensor, as to the issuance and effectiveness of such policies and the amounts of coverage afforded thereby, accompanied by copies of such policies.

If at any time Licensee shall neglect or fail to provide or maintain insurance or to deliver insurance policies in accordance with this paragraph, Licensor may effect such insurance as agent for Licensee, by taking out policies in companies selected by Licensor, and the amount of the premiums paid for such insurance shall be paid by Licensee to Licensor on demand. Licensor, in addition to Licensor's other rights and remedies, shall be entitled to recover as damages for any breach of this paragraph the uninsured amount of any loss, liability, damage, claim, costs and expenses suffered or incurred by Licensor, and shall not be limited in the proof of damages to the amount of the insurance premium not paid by Licensee for such insurance.

**8. Indemnification by licensee.** Licensee shall indemnify and hold Licensor harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses, including attorneys' fees, imposed upon or incurred by or asserted against Licensor or the Premises by reason of the occurrence or existence of any of the following, whether or not resulting from any negligent act or omission of Licensee (including workers) or loss of or damage to property occurring, or claimed to have occurred, on or about the Premises or any part thereof, or any improvements now or hereafter erected thereon; any use or condition of the Premises or any part thereof, or any improvements now or hereafter erected thereon; or performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. If any suit, action or proceeding is brought against Licensor or filed against the Premises or any part thereof by reason of any such occurrence, Licensee, upon Licensor's request and at Licensee's expense, shall resist and defend such suit, action or proceeding, or cause the same to be resisted and defended by counsel designated by Licensee and approved by Licensor, and will pay all costs, expenses, and reasonable attorney's fees. The obligations of Licensee under this paragraph shall survive the expiration or termination of this agreement.

**9. Damage to or destruction of the Premises.** If there is any material damage to or destruction of the premises or any part thereof, Licensee shall promptly give written notice thereof to Licensor, generally describing the nature and extent of such damage or destruction. If the Premises are totally destroyed or rendered unusable by Licensee due to fire or other casualty, then the fixed fees and other fees as expressly provided for herein shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall be repaired and restored, subject to Licensor's right to elect not to restore the same as hereinafter provided.

**10. Right to cure Licensee's default.** If Licensee fails to make any payment or to comply with or perform any term, covenant or condition of this agreement to be complied with or performed by Licensee, Licensor may, but shall be under no obligation to, after thirty days' notice to Licensee (or upon shorter notice, or without notice, if necessary to meet an emergency situation or time limitation of a legal requirement), make such payment or

perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Licensor may deem advisable, to comply with any such term, covenant or condition which is in default. Entry by Licensor upon the premises for such purpose shall not waive or release Licensee from any obligation or default hereunder. Licensee shall reimburse Licensor for all sums so paid by Licensor and all costs and expenses incurred by Licensor in connection with the making of any payments, the performance of any act or other steps taken by Licensor pursuant to this paragraph.

**11. Licensor's right to revoke.** It is understood and agreed that this license agreement is a revocable privilege and may be revoked by the Licensor at will. Any such revocation shall be in writing and sent by U.S. mail, certified, return receipt requested, or personally by hand, courier or overnight courier and shall be effective on the date of receipt or refusal. Notice shall be deemed to have been duly given upon receipt or refusal. Upon revocation, the fixed fees and other fees as expressly provided for herein shall be proportionately paid up to the effective date of the revocation.

**12. No assignment.** Licensee understands and agrees that the privileges and rights given hereby are personal to Licensee and may not be transferred by Licensee by sale. Licensee further understands and agrees that it will not assign this Agreement or the license granted under this Agreement without the prior written consent of Licensor. The consent by Licensor to any assignment will not constitute a waiver of the necessity for such consent to any subsequent assignment. This prohibition against assignment will be construed to include a prohibition against any assignment by operation of law. Notwithstanding any such assignment, Licensee will remain fully liable and will not be released from performing any of the terms of the Agreement. Licensee understands and agrees further that the privileges and rights extended to Licensee herein are not intended, and shall not be deemed, to grant Licensee, or create on the part of Licensee, any right, estate or interest of any kind or nature in or to all or any portion of the Premises.

**13. Survival of Licensee's obligations.** No expiration, termination or revocation of this agreement shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such expiration, termination or revocation. In the event of such expiration, termination or revocation, Licensee shall pay Licensor all payments up to the date of such revocation, expiration or termination.

**14. Waivers.** To the extent permitted by law, Licensee waives: any notice of reentry or of the institution of legal proceedings to that end; any right or redemption, reentry or repossession; any right to trial by jury in any action or proceeding or in any matter in any way connected with this agreement or the premises; and the benefit of any laws now or hereafter in force exempting property for debt.

No failure of Licensor to insist upon strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Licensee or acceptance by Licensor of full or partial payment of fees due hereunder during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this agreement shall affect or alter this agreement, which shall continue in full force and effect, or the respective rights, powers or remedies of Licensor or Licensee with respect to any other then existing or subsequent breach.

**15. Licensor's remedies cumulative.** All of the rights, powers and remedies of Licensor provided for in this agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers or remedies.

**16. Entry by Licensor.** Licensor and the authorized representatives of Licensor shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of doing any work permitted to be done by Licensor under this agreement, and to take all such actions thereon as may be

necessary or appropriate for any other purpose. Nothing contained in this agreement shall create or imply any duty on the part of Licensor to make any such inspection or do any such act. Licensor and representatives of Licensor shall have the right to enter the premises at all reasonable times for the purpose of showing the premises to anyone.

**17. Acceptance of surrender.** No modification, termination of this Agreement or surrender of the Premises on the part of the Licensee shall be valid or effective unless agreed to and accepted in writing by Licensor, and no act by any representative or agent of the Licensor, other than such a written agreement and acceptance, shall constitute acceptance thereof.

**18. End of term.** Upon the expiration or termination of the term, Licensee shall quit, surrender and deliver to Licensor the premises with the improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Licensee's goods therefrom.

**19. Notices.** All notices, demands, elections and other communications desired or required to be delivered or given under this agreement shall be in writing, and shall be deemed to have been delivered and given when delivered by hand, or on the third business day after the same have been mailed by first class registered or certified mail, postage prepaid, enclosed in a securely sealed envelop addressed to the party to which the same is to be delivered or given at such party's address as set forth in this Agreement.

**20. Miscellaneous.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this agreement invalid, unenforceable or not entitled to be recorded under any applicable law. If any term, covenant or condition of this agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this agreement shall in no way be affected thereby.

This Agreement sets forth the entire Agreement between the parties. Any prior conversations or writings are merged in this Agreement and extinguished. No subsequent amendment to this Agreement will be binding on Licensor or Licensee unless reduced to writing and signed by both parties to this Agreement.

This Agreement will be governed by the laws of the State of New York.

The headings in this agreement are for purposes of reference only and shall not limit or define the meaning hereof. This agreement may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Neither this agreement, nor any memorandum thereof, shall be recorded by Licensee without the prior written consent of Licensor.

It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship. Rather, this Agreement is intended solely to create a bare privilege on the part of Licensee, personal to Licensee, to passively store goods and us the Village Garage in the manner described in this Agreement.

IN WITNESS WHEREOF, Licensee and Licensor have executed this agreement on the dates below.

Date: (SIGNATURE) \_\_\_\_\_  
Licensor: Inc. Village of East Hampton  
by: Jerry Larsen, Mayor

Date: (SIGNATURE) \_\_\_\_\_  
Licensee: LVIS  
by:

# ADP® Proposal

RESOLUTION # 154 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

## Exclusively Prepared For:

- East Hampton Village
- 12/14/2023
- Marcos Baladron
- Administrator



ADP Comprehensive  
Services



Company Information

East Hampton Village  
300 Pantigo Pl  
Ste 105  
East Hampton, NY 11937-2630  
United States

Executive Contact

Marcos Baladron  
Administrator  
[mbaladron@easthamptonvillage.org](mailto:mbaladron@easthamptonvillage.org)  
(631) 324-4150



125

Total  
Employees



\$6,425.00

Implementation  
Costs



\$82,183.75

Total Annual  
Investment



(\$20,327.25)

Total Annual Savings during  
promotional period; See Terms

Expiration

1/15/2024

ADP Sales Associate

Allison Ehrlich  
HRO DM  
[allison.ehrlich@adp.com](mailto:allison.ehrlich@adp.com)

\*\* The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.





Company Information

East Hampton Village  
300 Pantigo Pl  
Ste 105  
East Hampton, NY 11937-2630  
United States

Executive Contact

Marcos Baladron  
Administrator  
[mbaladron@easthamptonvillage.org](mailto:mbaladron@easthamptonvillage.org)  
(631) 324-4150

Recurring Fees and Considerations

Number of Employees: 125 on Village of East Hampton



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
ADP Comprehensive Services Bundle	125	\$1,951.25	-	See Below	\$5,842.00	\$70,104.00
▪ Comprehensive HR						
Non-Paid Employees	1	-	-	\$7.25	\$7.25	\$87.00
Workforce Now Time and Attendance	125	\$185.50	-	\$3.98	\$497.50	\$5,970.00
▪ Essential Time						
ADP Time Kiosk App	125	-	-	\$2.60	\$325.00	\$3,900.00
Essential Time Advanced Scheduling	40	-	-	\$2.60	\$104.00	\$1,248.00
Employment and Income Verification	125	-	-	-	\$0.00	\$0.00
▪ Employment Verification						
ADP Comprehensive Services Bundle		1 - 50			\$51.29	
		51 - 150			\$43.70	
		151 - 250			\$34.81	
		251 - 500			\$26.35	
		501 - 1000			\$20.35	



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	125	-	-	\$6.95	\$868.75



Total Annual Investment

Total Annual

Workforce Now Services

**\$82,183.75**



Other Considerations

	Count	Rate	Total
Hardware and Other Fees			
▪ Included Standard Connection - BCBS (Blue Cross Blue Shield)	1	\$0.00	\$0.00
▪ Included Standard Connection - Cigna	1	\$0.00	\$0.00
▪ Included Standard Connection - UHC (United Health Care)	1	\$0.00	\$0.00

Implementation

▪ Implementation for ADP Comprehensive Services Bundle	\$3,000.00
▪ Implementation for Workforce Now Time and Attendance	\$425.00
▪ Implementation for Essential Time Advanced Scheduling	\$3,000.00

Health & Welfare Benefit Carrier Feed Setup included at no charge: 3



Total Other Considerations

Total Setup

Implementation and One-Time Fees

\$7,700.00

Discount Value

(\$1,275.00)

Total Net Implementation and One-Time Fees

**\$6,425.00**



## Important Project & Billing Information

Billing for Comprehensive Services shall begin the monthly billing cycle following the initial kickoff call. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

SUI Management Annual Volume: Processing of claim cases equal to 10% of Client's employee count within a 12-month period is included for no additional fee. Processing of additional claim cases will be billed at a rate of \$35 per claim case. Optional services: Appeals filing and Hearing Representation are subject to additional fees to be approved by client in advance.

The billing count for ADP Time Kiosk App is based on all non-terminated employees in the Time Module.

The billing count for Advanced Scheduling is based on total unique employees with an assigned schedule.

### Promotion Terms

Promotion will be applied to months 1-3, 13-15, and 25-27 for Comprehensive Services fees (i.e. the Promotional Periods) provided client's account is active and in good standing. Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees active in the system during the promotional months.

### Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send invoices to [mbaladron@easthamptonvillage.org](mailto:mbaladron@easthamptonvillage.org)

Expiration Date: 1/15/2024

### Summary

Estimated Annual Net Investment:	<u>\$82,183.75</u>	Total Implementation:	<u>\$6,425.00</u>
Estimated Annual Net Investment during promotional period:	<u>\$61,856.50</u>		

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.



## Workforce Now Included Services

### Enhanced Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- General Ledger Solution
- Intelligent Employee Case Resolution
- Online Reports and Pay Statements
- Courier Delivery

### Comprehensive HR

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Decision Support
- Strategic Partner
- Compensation Analysis
- Wellness & Employee Assistance Program
- Employee Discount Program
- COBRA Administration
- Job Descriptions
- Essential Learning Plus
- Risk & Safety Support
- MyLife Advisors (EE & Mgr Service Center)

### Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

### Employment Verification

- Commercial Employment and Income Verifications

- Employee and Manager Self Service
- Paid Time Off Accruals
- ADP Portal with Customized Content
- Access to Mobile Apps
- Employee Discount Program
- Group Term Life Auto Calculation
- Conversational Virtual Assistant

- Split Wrap

- ACA Center of Excellence
- ADP DataCloud: Analytics
- Document Cloud
- Voice of Employee
- Designated WFN Technology Specialists
- Designated HR Specialist
- Designated Open Enrollment Specialist
- Tax Registration Services
- Wage and Hour Compliance on Demand
- Talent Strategy Support
- Labor Law Posters
- Customized Employee Handbook
- 5 Standard Management Reports

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

- Client access to Electronic Reports and Tools

Thank you for your consideration



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

**MARCOS BALADRON,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

RESOLUTION # 156 - 2023

For all other customers, click below to convert your quote to an order.

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRHX329	12/14/2023	NRHX329	7237307	\$7,974.70

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Logitech BASE Microsoft Teams Rooms (no AV) with Tap + Intel NUC - video co</a> Mfg. Part#: TAPMSTBASEINT Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6420211	\$2,126.22	\$2,126.22
<a href="#">Logitech Rally Bar - video conferencing device</a> Mfg. Part#: 960-001308 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6394786	\$3,836.07	\$3,836.07
<a href="#">Logitech TV Mount For Video Bars - camera mount</a> Mfg. Part#: 952-000041 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6394820	\$166.04	\$166.04
<a href="#">StarTech.com Low-Profile TV Wall Mount - Fixed - For 37 to 75 Displays</a> Mfg. Part#: FPWFXBAT UNSPSC: 31162313 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	4693061	\$46.37	\$46.37
<a href="#">ViewSonic IFP6550-E1 - 65" ViewBoard 4K HD Interactive Flat Panel Bundle</a> Mfg. Part#: IFP6550-E1 UNSPSC: 43211902 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	5344801	\$1,800.00	\$1,800.00

<b>SUBTOTAL</b>	\$7,974.70
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$7,974.70</b>

PURCHASER BILLING INFO

DELIVER TO

**Billing Address:**

VILLAGE OF EAST HAMPTON  
ACCOUNTS PAYABLE  
86 MAIN ST  
EAST HAMPTON, NY 11937-2730  
**Phone:** (631) 324-4150

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**

VILLAGE OF EAST HAMPTON POLICE DEPT  
\*\*\*BLANK VOUCHER ON FILE\*\* A/P  
1 CEDAR ST  
EAST HAMPTON, NY 11937-2200  
**Shipping Method:** UPS Ground (2 - 3 day)

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Angelo Cappetta** | (855) 822-9415 | [angelo@cdwg.com](mailto:angelo@cdwg.com)

**Need Help?**



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 19<sup>th</sup> day of January at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Section 278-2 B. (Residential zoning districts) and Section 278-2 D. (Commercial and Core Commercial Zoning Districts)."

RESOLUTION # 1101 - 2023

INTRODUCTORY NO. 14-2023

LOCAL LAW NO. \_\_ - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

A Local Law amending Section 278-2 B. (Residential zoning districts) and Section 278-2 D. (Commercial and Core Commercial Zoning Districts).

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. To consider prospective amendments to section 278-2 inclusive of its subsections of the Zoning Code to address the permitted and non-permitted uses specified therein.

SECTION II. Chapter 278 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§278-2. Zoning districts.

B. Residential zoning districts. In any residential district, no building, structure or premises shall be used or arranged or designed to be used in any part for other than one or more of the following specified purposes:

**(8) In addition to the prohibition of any uses not identified in the foregoing, all uses specified in Section 278-2 (D) (2) are likewise prohibited in all residential zones.**

D. Commercial and Core Commercial Zoning Districts.

(2) Prohibited uses. The following uses are specifically prohibited in any Commercial Zoning District:

**(h) nightclubs, discotheques, social clubs, or any similar establishment or any private subscription based membership club or program inconsistent with the establishments presently existing primary use.**

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated:

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
PAMELA J. BENNETT  
Village Clerk

86 Main Street  
East Hampton, New York 11937-2730

**JERRY LARSEN**, Mayor



Phone 631.324.4150  
Fax 631.324.4189  
[www.easthamptonvillage.org](http://www.easthamptonvillage.org)

## VILLAGE OF EAST HAMPTON

Office of

**ADMINISTRATOR**

RESOLUTION # 163 - 2023

DEC 15 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

December 12, 2023

Ladies and Gentlemen,

Please accept the retirement of Pamela J. Bennett as Village Clerk effective January 16, 2024, as per her letter dated December 8, 2023.

Yours Sincerely,

Marcos Baladrón  
Village Administrator

cc: Mayor Jerry Larsen  
Susan Steckowski