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INCORPORATED VILLAGE OF LAUREL HOLLOW
BOARD OF TRUSTEES
PUBLIC HEARING
May 8, 2019
7:00 p.m.

VILLAGE HALL
1492 Laurel Hollow Road
Syosset, New York 11791-9603

PRESENT: DANIEL DeVITA, Mayor
KEVIN JUSKO, Trustee
JEFFREY MIRITELLO, Trustee
RICHARD NICKLAS, Trustee
MARTIN NOVICK, Trustee
NICHOLAS TSAFOS, Trustee

ALSO PRESENT:

HOWARD AVRUTINE, Village Attorney
ELIZABETH KAYE, Clerk/Treasurer
MICHAEL MCNERNEY, Superintendent of Buildings

Oyster Bay Fire Department/Atlantic Steamer Fire Company
No. 1 Contract

RONALD KOENIG
OFFICIAL COURT REPORTER

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1 MR. AVRUTINE: This is the public hearing in
2 connection with the Oyster Bay Fire Department, Inc. and
3 Atlanta Steamer Fire Company No. 1 contracts for the
4 proposed contracts submitted to the village as to cover
5 the period beginning January 1, 2019 through
6 December 31, 2020, a two-year period.

7 In connection with tonight's hearing the
8 exhibits are as follows:

9 First, an excerpt from the minutes of the
10 April 10, 2019 Board of Trustees meeting setting the
11 public hearing for this evening.

12 The next exhibit is the proposed contract.

13 The next exhibit is the notice of public
14 hearing prepared by the village Clerk.

15 The next exhibit is an affidavit of posting
16 from Elizabeth Kaye that the legal notice was posted on
17 the front bulletin board at village Hall on April 16,
18 2019.

19 The next exhibit is an affidavit of
20 publication stating that the legal notice was published
21 in the April 24, 2019 issue of the North Shore Leader.

22 And the last exhibit is evidence that the
23 public notice was posted to village website NEWS
24 subscribers -- excuse me, that the public notice was
25 published to the NEWS section of the website on

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1 April 16, 2019 and forwarded to NEWS subscribers on
2 May 1, 2019.

3 The contract has been provided. As the Board
4 knows, the two fire companies, Oyster Bay Fire Company,
5 Inc. and Atlantic Steamer Fire Company No. 1, serves
6 that portion of the village north of Route 25A. The
7 prior agreement was a three-year contract. This one is
8 two years.

9 As far as the fees, the agreement proposes to
10 freeze the fees at the same rate for the two-year
11 duration of this contract as they were for the 2018 year
12 that just completed. So there is no increase in the
13 rate. It will be the same rate for both of the contract
14 years as it was in 2018.

15 However, there was a change in the law which
16 requires the fire companies to pay a premium in
17 connection with medical coverage for cancer, and that's
18 by state law, and so, that is going to be part of
19 what -- the cost of that is passed through to the
20 respective villages. Essentially what I was informed by
21 virtue of my communications with the attorney for the
22 fire companies is that the premium, the maximum premium
23 on an annual basis is \$130 per member, and there will be
24 a maximum of 150 members. That makes the total premium
25 with respect to the entire membership of the fire

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1 companies at 19,500. And in accordance with the
2 memorandum of understanding that we have, that it still
3 prevails, a ten-year deal I believe that started in
4 approximately 2012, I don't remember exactly what year
5 it was, but in any event, Laurel Hollow pays
6 12.32 percent of the total costs. So we would, based
7 upon the numbers that we were provided, the village of
8 Laurel Hollow portion of the premium would be on annual
9 basis \$2,404, approximately.

10 So that's based on conservative numbers. That
11 was what we could anticipate the village's portion of
12 the insurance premium to be in addition to the cost of
13 the contract itself as set forth in the agreement, and
14 there are payments to each of the companies as set forth
15 in the agreement as well.

16 Of course, there's the LOSAP portion, which is
17 the Length of Service Award Program that the village
18 participates in as well. That is billed separately and
19 that has been paid separately for several years since
20 the new arrangement was made approximately eight years
21 ago.

22 MAYOR DeVITA: The last contract was three
23 years with increases of --

24 MR. AVRUTINE: It was one and one-quarter.

25 MAYOR DeVITA: -- one and a quarter percent.

1 So unfortunately this is only a two-year agreement, but
2 with the numbers holding steady, however, with the new
3 addition of the participation in the cost of the cancer
4 coverage which is another unfunded mandate. In any
5 event, I'm not saying it's not a good purpose or
6 intention, but it's something that we have to flip the
7 bill.

8 So I think this is a good contract, especially
9 in contrast with years before where all the fire
10 companies, including Syosset, would come in with very
11 large increases. And I think as long as the memorandum
12 of understanding with the town prevails, we should be in
13 good shape.

14 Are there any comments or questions by the
15 Board?

16 TRUSTEE MIRITELLO: The 150 members, does that
17 include non-active ones also?

18 MR. AVRUTINE: I don't know if it includes
19 non-active ones, but it includes everyone who we are
20 advised would be eligible for these benefits and their
21 premiums would be based upon.

22 MAYOR DeVITA: Anyone from the audience?

23 MR. AVRUTINE: A motion to close the public
24 hearing?

25 MAYOR DeVITA: I'll make the motion.

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Second, Trustee Nicklas.

All in favor of closing the public hearing?

TRUSTEE JUSKO: Aye.

TRUSTEE NICKLAS: Aye.

TRUSTEE MIRITELLO: Aye.

TRUSTEE TSAFOS: Aye.

TRUSTEE NOVICK: Aye.

MAYOR DeVITA: Aye.

MR. AVRUTINE: And the next motion would be to authorize the Mayor to sign the contract as presented.

TRUSTEE TSAFOS: Yes.

MAYOR DeVITA: Trustee Tsafos makes the motion and Trustee Novick seconds.

All in favor?

TRUSTEE JUSKO: Aye.

TRUSTEE NICKLAS: Aye.

TRUSTEE MIRITELLO: Aye.

TRUSTEE TSAFOS: Aye.

TRUSTEE NOVICK: Aye.

MAYOR DeVITA: Aye.

CERTIFIED THAT THE FOREGOING IS A TRUE AND ACCURATE TRANSCRIPT OF THE ORIGINAL STENOGRAPHIC MINUTES IN THIS CASE.

RONALD H. KOENIG
Official Court Reporter