

Board of Trustees Meeting
Village of Baxter Estates
315 Main Street, Port Washington, New York
August 21, 2017
7:30PM

Meeting Minutes

Present: Mayor Nora Haagenon
Deputy Mayor Charles Comer
Trustee Chris Ficalora
Trustee Alice M. Peckelis
Village Clerk-Treasurer Chrissy Kiernan

Also present: Steven Stulbaum

Mayor Haagenon opened the meeting at approximately 7:30PM with the Pledge of Allegiance and a verification of a quorum.

Regular Business

1. Approval of Meeting Minutes of August 4, 2017

On motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED to accept the minutes of the August 4, 2017 Meeting of the Board of Trustees, as presented by Clerk-Treasurer Kiernan.

2. Village-wide Pothole Repair on Village Roads

Trustee Peckelis inquired as to the status of the Village-wide Pothole Repair on Village Roads. Clerk-Treasurer Kiernan reported that Roadwork Ahead, the Contractor for the pothole repair, will be beginning the work sometime in September and that the Board would be notified when a date is confirmed. Additionally, residents will be notified of the roadwork via the Village email distribution list prior to the start date.

3. Street Opening Permit Complaint - in front of #5 Harborview Road

Deputy Mayor Comer reported that there are two holes in the devil strip left by Asplundh, the paving Contractor for National Grid, in front of #5 Harborview Road which was part of work done in connection with a National Grid Street Opening Permit and asked that the Clerk reach out to National Grid to report the concern. Clerk-Treasurer Kiernan noted that she will check the status of the work being done at this location and will ensure that the pavement is repaired to the Village's satisfaction.

4. Street Lighting Complaint - in front of #7 Harborview Road

Deputy Mayor Comer reported that the street light in front of #7 Harborview Road, which had a line replacement last year, is flickering and needs to be examined by Anker Electric, the Village's new street lighting maintenance contractor. Also, the Board asked the Clerk to find out what Anker Electric would charge to replace the light cover of the street light located at the corner of Hillside Avenue & Overlook Drive.

5. Justice Court Assistance Program Grant

After discussion, upon motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED that the Village of Baxter Estates be hereby authorized to submit an application to the New York State Court System for a Justice Court Assistance Program Grant in an amount not to exceed \$30,000.

6. Resolution to Opt into the Paid Family Leave Act

After discussion, upon motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED to opt into the Paid Family Leave Act.

7. Resolution to Seek Proposals for a Contract for Leaf Collection

On motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED to authorize the Village Clerk-Treasurer to seek proposals for a Contract for Leaf Collection for a one-season, two-season, or three-season period, commencing with the autumn season in October 2017 with the length of the contract to be determined by the Village, attached hereto as Exhibit A.

8. Resolution to Discard Old Equipment

Village Clerk-Treasurer Chrissy Kiernan confirmed that there are (3) air conditioning units that are no longer in use by the Village and are without value.

On motion of Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED, that the three air conditioning units no longer in use by the Village Office be discarded in a manner deemed appropriate by the Village Clerk-Treasurer.

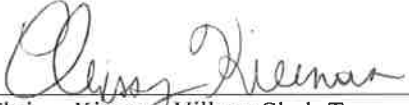
9. Approval of Voucher Claims

After discussion, upon motion made by Trustee Ficalora, seconded by Deputy Mayor Comer, it was unanimously RESOLVED that the Audited Vouchers dated August 21, 2017 for the General Fund totaling \$41,023.21, be and hereby are approved as prepared by Clerk-Treasurer Kiernan.

10. Financial Report & Audit

Clerk-Treasurer Kiernan provided the Board of Trustees with a Financial Report & Audit.

There being no further business before the Board, on motion of Deputy Mayor Comer, seconded by Trustee Ficalora, it was unanimously RESOLVED that the meeting be and hereby is adjourned at 8:28PM.



Chrissy Kiernan, Village Clerk-Treasurer
Clerk to the Board

Exhibit A

SEASONAL LEAF COLLECTION CONTRACT

THIS CONTRACT, made as of the ___ day of _____, 2017 between the VILLAGE OF BAXTER ESTATES, having its Village office at 315 Main Street, Port Washington, New York 11050 (the "Village"), and _____, having its principal place of business at _____ ("Contractor").

WITNESSETH:

In consideration of the mutual covenants and promises hereinafter contained, the Village and Contractor agree as follows:

1. Duration. (a) This Contract is for the period(s) commencing

- (i) October 30, 2017 through December 6, 2017 ("Season 1");
- (ii) October 29, 2018 through December 5, 2018 ("Season 2");
- (iii) October 28, 2019 through December 4, 2019 ("Season 3").

(b) Right of Village to Extend Contract. If this Contract initially is awarded by the Village for a term of less than three (3) Seasons, then the Village shall have the option to extend the Contract for one or two successive Seasons. The Village shall have until September 1, 2018 to exercise its option to extend the term of the Contract for Season 2, or for Seasons 2 and 3, and until September 1, 2019, to exercise its option to extend the term of the Contract for Season 3. The Village shall exercise its option(s) to extend by written notice of extension to the Contractor delivered to its address set forth in its proposal.

2. Specifications. Contractor shall remove all leaves from the Village streets and certain abutting properties, all as set forth in the specifications annexed hereto and made a part hereof, in the manner and with the equipment and on the days and times provided for in said Specifications.

3. Payments. The Village, in consideration of Contractor's performance hereunder, shall pay to Contractor, in accordance with the Specifications annexed hereto, the sum of \$ _____ for leaf collection for Season 1; and, if applicable, \$ _____ for leaf collection for Season 2; and, if applicable, \$ _____ for leaf collection for Season 3.

4. Vehicles of Contractor. Contractor shall employ at least one mechanical Vacuum-type leaf loader of adequate size and truck with enclosed leaf collector of 10 cubic yards or greater; at least one front end loader; and at least one dump truck. The Village shall have the right to inspect the equipment to determine whether or

not it is adequate for the work to be performed.

5. Assignment. Neither the Contract nor any interest therein may be assigned, and no duty or obligation hereunder may be subcontracted, without the prior consent in writing by the Village; any attempted or purported assignment or subcontracting in violation hereof shall be deemed null and void, and of no force or effect.

6. Expenses. Contractor shall furnish all labor, trucks, and material necessary for the performance of this Contract at its own cost and expense, including any and all insurance, fees, permits, tipping and disposal costs and other charges and expenses.

7. Inspection. The Village shall have the right to appoint or designate an inspector for the purpose of ascertaining whether or not Contractor is performing the terms of this Contract, and Contractor shall allow said inspector free access to the plant, facilities, dumping grounds and any and all equipment of Contractor at all times.

The inspector so appointed or designated shall have the full executive powers of the Village regarding the interpretation of the provisions of this Contract and have the power to enforce the same, and Contractor shall honor such interpretations and enforcement as representing the intent and orders of the Village.

8. Indemnity; Insurance. Contractor will indemnify and save harmless the Village, its officers, agents and employees against all loss or expense including costs and attorneys' fees, by reason of any liability imposed by law because of body injury or death, or property damage, which may be incurred in connection with any of the operations contemplated by this Contract, whether or not contributed to or caused by the Village, its officers, agents or employees, and Contractor shall at all times carry public liability insurance with limits of not less than \$2,000,000 for injury or death on account of any one accident, and not less than \$250,000 for liability for property damage on account of all accidents. In addition automobile liability insurance for each vehicle operated and contractual liability insurance to cover the obligations to indemnify as set forth in this Article 8 shall be provided in the same limits. All insurance is to be placed with a company authorized to do business in and pursuant to the laws of the State of New York, and all policies shall provide for cancellation only upon ten (10) days' notice to the Village. Certificates for all such policies shall be furnished to the Village evidencing the coverage required by this Article 8.

9. Laws.

(a) Contractor shall comply with any Federal, State, Town, or Municipal or local laws or regulations which may be in effect during the term of this Contract, including the Sanitation Code of the Town of North Hempstead, and shall procure at its own expense any licenses or permits and shall pay any and all license fees or other charges whether by the Town of North Hempstead, any agency thereof, or otherwise.

(b) Contractor shall comply with all provisions of the Labor Law of the State of New York, applicable to this Contract and work, and the same are deemed to be incorporated into this Contract.

(c) This Contract shall be void and of no effect unless Contractor shall secure compensation for the benefit of, and keep insured during the life of this Contract, his employees in compliance with the provisions of the Worker's Compensation Law of the State of New York.

10. Default; Liquidated Damages.

(a) If Contractor fails to carry out the terms of this Contract, the Village reserves the right to withhold the compensation until such time as Contractor meets its full obligation. The Village, upon such failure, may consider Contractor in default and after twenty four (24) hours' notice, by registered mail, telephone or personally, may immediately contract with a third party or otherwise provide for the collection and disposal service contracted for hereunder, and the cost thereof, together with any other expenses or damage, shall be paid by Contractor.

(b) Upon default by Contractor hereunder, Contractor agrees that the Village may, and it is hereby authorized to deduct and retain from the monies due or to become due Contractor under this Contract, an amount equal to all amounts theretofore paid by the Village to Contractor hereunder, plus any and all legal fees, costs and expenses relating to such default and enforcement of the Village's rights hereunder, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, and not as a penalty, that the Village shall suffer by reason of such default, since the exact amount of such damages is difficult to determine.

11. Disputes. In the case of a dispute, Contractor shall continue to perform its obligation hereunder until an agreement is reached, unless the Village directs Contractor to the contrary, in a signed writing.

12. Non-Discrimination Clause. During the performance of the Contract, Contractor agrees as follows:

(a) That in the hiring of employees for the performance of work under the Contract or any permitted subcontract thereunder, no contractor, permitted subcontractor, nor any person acting on behalf of such contractor or permitted subcontractor, shall by reason of race, creed, color, national origin, sex or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, national origin, sex or disability;

(c) That there may be deducted from the amount payable to Contractor by the Village under the Contract a penalty of \$100.00 (or such higher penalty as may then be provided by law) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

(d) That the Contract may be cancelled or terminated by the Village, and all monies due or to become due thereunder may be forfeited, for a second or any subsequent violation of any of the terms and conditions of this Article 12.

13. Waiver of Immunity. Contractor hereby agrees to the provisions of Sections 103-a and 103-b of the New York State General Municipal Law which require that, upon the refusal of a person when called before a grand jury to testify concerning any transactions or contract had with the Village or with any public department, agency, or official thereof, or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contracts with the Village or any public department, agency or official thereof, for goods, work, or services, for a period of five (5) years after such refusal; and

(b) Any and all contracts made with the Village or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the Village with incurring an penalty or damages on account of such cancellation or termination but any monies owing by the Village for goods delivered or work done prior to the cancellation or termination shall be paid.

14. Miscellaneous.

(a) This Contract, including the Specifications annexed as a Rider hereto, Instructions for Preparing Proposal, Prevailing Rate Schedule, insurance certificates and Proposal, represent the entire agreement of the parties and all provisions and understandings are merged herein. See rider annexed hereto and incorporated herein by this reference for additional provisions hereof.

(b) No modification of the contract documents shall be valid or enforceable unless in writing and executed by the parties hereto.

(c) If any of the terms and provisions of this Contract shall become or be declared void, illegal or of no force or effect, or shall be altered by any modification or amendment, all other terms and provisions of this Contract shall continue to remain in full force and effect.

(d) This Contract shall be binding upon the respective parties thereto and their respective agents, successors, employees and permitted assigns, if any.

IN WITNESS WHEREOF, the respective parties hereto have caused this document to be executed by their respective authorized officers as of this __ day of _____, 2017.

INCORPORATED VILLAGE
OF BAXTER ESTATES

By: _____
Mayor Haagenson, Mayor

[NAME OF CONTRACTOR]

By: _____
, President

SPECIFICATIONS FOR LEAF REMOVAL CONTRACT
VILLAGE OF BAXTER ESTATES

1. Contractor shall furnish all tools, equipment and labor necessary for the removal of leaves from the Village streets as listed below. The Village streets involved are:

Sandy Hollow Lane	Bayside Avenue
Tianderah Road	Ridgeway Road
Locust Avenue	High Street
Harborview Road	Columbia Place
Shoreview Road	Hilltop Road
Woodcleft Avenue	North Washington Street
Hillside Avenue	Green Hays
Overlook Drive	Central Drive
Harbor Road (from Shore Road to Sandy Hollow Road)	
Sandy Hollow Road (South side only from Harbor Road to Sandy Hollow Lane – and first three houses beyond Sandy Hollow Lane - Nos. 50, 52 and 54)	
Mullon Avenue (pick up in front of Nos. 6, 8, 10, 12 and 14)	
Virginia Avenue (pick up in front of Nos. 7, 8 and 10)	

The Board of Trustees reserves the right to add streets to and delete streets from this list.

Notwithstanding the foregoing, Contractor shall remove leaves from the private properties abutting Central Drive, Harbor Road and Sandy Hollow Road, provided that the owners deposit same along, and within ten (10) feet of, the front property line.

2. Contractor shall employ at least one mechanical vacuum-type leaf loader of adequate size and truck with enclosed leaf collector of 10 cubic yards or greater; at least one front end loader; and at least one dump truck. The Village shall have the right to inspect the equipment to determine whether or not it is adequate for the work to be performed.
3. Leaves shall be picked up on each Monday, Tuesday and Wednesday beginning October 30, 2017, and ending December 6, 2017, and if the proposal for Season 2 is included in the Contract, either upon initial award or upon exercise of option by the Village, on each Monday, Tuesday and Wednesday beginning October 29, 2018, and ending December 5, 2018, and if the proposal for Season 3 is included in the Contract, either upon initial award or upon exercise of option by the Village, on each Monday, Tuesday and Wednesday beginning October 28 2019, and ending December 4, 2019.

If Contractor is unable to pick up leaves on either Monday, Tuesday or Wednesday of each said week from any portion of the Village streets involved, Contractor shall promptly notify the Village in writing of the date, locality and reason leaves were not picked up. Contractor shall submit to the Village in writing an alternate date and time, within the period provided for leaf pickup as set forth in this Article "3" in which leaves will be picked up from the locations omitted. The contract price will be reduced proportionately if (a) Contractor fails to pick up leaves from the streets and at the times and dates specified in the Article "3"; or (b) Contractor does not make the required number of leaf pickups from each of the Village streets involved within the beginning and ending periods provided in this Article "3."

4. The bid shall be based on a tipping fee of \$_____ per ton, which is in effect at the Town of North Hempstead landfill at the date hereof. If the tipping fee for leaves is either increased or decreased at the time the contract is performed, the contract price shall be increased or decreased accordingly, per paragraph 5 of these specifications.
5. Contractor must dump all leaves at the Town of North Hempstead landfill or such dumping area as allowed and required by law, and must submit dumping tickets to the Village to substantiate the amount of adjustment in the contract price if the tipping fee is different from the listed fee in No. 4 of these specifications.
6. A report identifying the streets serviced and the day thereof, must be submitted to the Village Office on the following Monday during each week of the Contract.
7. The Contractor shall be paid one third (1/3) of the contract price applicable to each year of the contract after the first two weeks of leaf removal have been completed for that year. The remainder of the contract price applicable to each year of the contract shall be paid at the following Board of Trustees Meeting after the final leaf collection on the date listed in the contract for that year. If the listed tipping fee has either increased or decreased during the contract period of the leaf removal program, an adjustment of the contract price will be made accordingly. Dumping tickets must be submitted for verification of costs, either weekly or at the end of the contract period.

Dated: _____