

Board of Trustees Meeting
Village of Baxter Estates
315 Main Street, Port Washington, New York
January 5, 2017
7:30PM

Meeting Minutes

Present: Mayor Nora Haagenon
Deputy Mayor Charles Comer
Trustee Doug Baldwin
Trustee Alice M. Peckelis
Village Clerk-Treasurer Chrissy Kiernan
Village Attorney Christopher J. Prior

Also present: Meagan McCarty (Port Washington News), Katherine Crean, Russ Lumpkin (Cow Neck Historical Society), Joann Bailine, Sam Bailine, Gerald Hallissy, Monica H. Weissman, Stephanie Hall, John Battista, Michael Marmor, Kathryn S. Coley, Chuck Idol, Michael C. Scott, Steve Romano (Port Washington Times), Marilyn Sacrestano, Jim Sacrestano, Brigitte Mueller, Giulio Varsi, M. Hiunor, Lauren Marinelli, Val Marinelli, Suzanne Costello, Bill Costello, Kenny Ringgold, Sondra Mochson, Lew Mochson, Anthony Swanwick, Akiko Blanchard, Steven Kelley, William Hellmers, Jeffrey Siegel, Gloria Marmor and Marlene Munnello.

Mayor Haagenon opened the meeting at approximately 7:37PM with the Pledge of Allegiance and a verification of a quorum.

1. Approval of Meeting Minutes

On motion of Deputy Mayor Comer, seconded by Trustee Baldwin it was unanimously RESOLVED to accept the minutes of the December 1, 2016 Meeting of the Board of Trustees, with amendments, as presented by Clerk-Treasurer Kiernan.

2. The Baxter House

Village Attorney Chris Prior and the Board of Trustees provided a status update of The Baxter House and reported to attendees that an application by Ms. Wu, as owner of The Baxter House, has been submitted to the Village Building Department and is now pending before the Landmarks Preservation Commission and that a public meeting will take place on a mutually agreed upon date between the Landmark Preservation Board and the applicant which will likely be in early February.

3. Old Business- 85th Anniversary Celebratory Gathering Held on December 7th, 2016

Mayor Haagenon thanked the attendees and the individual and businesses that contributed to the 85th Anniversary Celebratory Gathering. The Village received many notes of appreciation following the party.

4. Polling Place and Polling Times for the 2017 Village Election - Tuesday, March 21, 2017

After discussion, upon motion of Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to identify 315 Main Street, Port Washington, NY 11050 as the official polling place of the March 21, 2017 Village Election and the polling hours of 12:00 noon until 9:00 pm.

5. Amendment to Office Snow Plow Contract and Other Village-Owned Parcels

After discussion, upon motion of Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to approve the amendments to the Office Snow Plow Contract, as presented by Clerk-Treasurer Kiernan, attached hereto as Exhibit A.

6. BZA Appointment of Maria Branco to Fill Vacancy

Mayor Haagenson reported that Dr. Gary Hirshfield has resigned from the Board of Zoning and Appeals.

After discussion, upon motion of Trustee Baldwin, seconded by Deputy Mayor Comer, it was RESOLVED to confirm Mayor Haagenson's appointment of Maria Branco to the Board of Zoning and Appeals to fill the vacancy of Gary Hirschfield whose term is set to expire one day before the 2017 April Annual Meeting.

7. RFP for Independent Auditor

After discussion, upon motion of Trustee Baldwin, seconded by Deputy Mayor Comer, it was RESOLVED to approve the Request for Proposals for an Independent Auditor for the fiscal years ending May 31, 2017 through May 31, 2021, as presented by Clerk-Treasurer Kiernan, subject to the changes approved by Deputy Mayor Comer and to authorize the Clerk-Treasurer to begin soliciting proposals.

8. Street Sweeping Contract

After discussion, upon motion of Trustee Comer, seconded by Trustee Baldwin, it was RESOLVED to extend the Street Sweeping Contract with John McGowan & Sons, Inc. for an additional term commencing April 1, 2017, through December 31, 2017 conditioned upon John McGowan & Sons, Inc. countersigning an agreement that they will obtain a hydrant permit with the Port Washington Water District as described in a letter to be sent by the Village Clerk in consultation with the Commissioner of Public Works.

9. Finalize Date for 2017-2018 Budget Workshop

After discussion, upon motion of Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to approve a date for the 2017-2018 Budget Workshop subject to board availability and authorize the Clerk to submit a Legal Notice upon finalizing a mutually agreed upon date and time.

10. Amendment to Second Floor Lease - Dr. Nina Cohen

Clerk-Treasurer Kiernan presented concerns from Second Floor Tenant, Dr. Nina Cohen, regarding the proposed Lease Agreement for the year commencing January 1, 2017 as approved at the December Board of Trustees Meeting.

After discussion, upon motion by Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to amend paragraph 4 (b) of the Lease Extension Agreement to increase the fixed rent by \$50 beginning January 1, 2019 and to change the Annual Utility Cost percentage from 7% to 13%, as presented by Clerk-Treasurer Kiernan, attached hereto as Exhibit B.

11. Budget Modifications

After discussion, upon motion by Trustee Baldwin, seconded by Deputy Mayor Comer, it was RESOLVED to modify the Budget to transfer \$2,000 from A1990 Contingent Account to A9040.8 Workers Compensation and \$1,500 from A1410.41 Clerk Supplies to A1410.44 Clerk Contractual Expenses.

12. Approval of Voucher Claims

After discussion, upon motion made by Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED that the Audited Vouchers dated January 5, 2017 for the General Fund totaling \$49,436.88, excluding the bond interest payment of \$1,800, be and hereby are approved as prepared by Clerk-Treasurer Kiernan.

13. Approval of Bond Interest Payment

Upon motion made by Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to approve the wire transfer of the interest for the bond on Village Hall (315 Main Street, Port Washington, NY 11050) in the amount of \$1,800 and to add such payment to the previously approved Voucher list for a new final total of \$51,236.88.

14. Financial Report & Audit

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

15. Peddlers Permit

Chuck Idol, resident of 8 Sandy Hollow Lane, addressed the Board of Trustees regarding concerns with peddlers in the village.

Clerk-Treasurer Kiernan was directed by the Board of Trustees to follow-up with the Town of North Hempstead to look into the Town of North Hempstead's licensing process for peddlers.

16. Tree at 315 Main Street

Clerk-Treasurer reported that the Village received two verbal quotations for tree removal of the dead tree adjacent to the driveway on the east side of Village Hall at 315 Main Street, Port Washington, NY 11050. Deputy Tree Commissioner Josh Speisman had agreed that the tree should be removed as many of the limbs have fallen and there appears to be hollowing.

After discussion, upon motion made by Deputy Mayor Comer, seconded by Trustee Baldwin, it was RESOLVED to accept the estimate from Danny DP Corp in an amount not to exceed \$1,800.

17. Public Works & Public Safety Report Prepared by Clerk-Treasurer Kiernan

Public Works Report

1. PW Water Pollution Control District- Sewers-Nothing to report.
2. PW Garbage District/Meadow Carting- Garbage- The Port Washington Garbage District acknowledged that the pick-up following the Veteran's Day Holiday was in fact missed as discussed at last meeting. The Village Website was updated to reflect that the PW Garbage District is a special district with an elected Board of Commissioners and not a service of the Village, part of the Village Budget or on any Village tax bills. All complaints regarding garbage pick-up should go directly to Meadow Carting and the PW Garbage District Board of Commissioners. A link to the district's site is now available on our website.
3. Trees- Nothing to report on any properties on the village right of way.
4. Landscaping- Nothing to report.
5. Public Works- Miscellaneous- The signs and barricades to close Tianderah Road for the winter season were put in place in mid-December.
6. Catch Basin/Road/Curb Projects - Joe Saladino noted in his Building Inspector's Report dated January 4th, 2017 that recent heavy rains have enlarged many of the existing potholes in various locations throughout the Village. There were repairs done on potholes located on Hilltop Road this past Wednesday, January 4, 2017. We are identifying catch basins in need of reconstruction.
7. Solid Waste Management- Town of North Hempstead Recycling Center on West Shore Road- Nothing to report.
8. Albertson Electric- Lighting Poles- Nothing to report.
9. Signs- Nothing to report.
10. Leaf pick-up- The leaf pick-up season has now ended. The landscaping company that was illegally dumping leaves onto village property was reported to the Port Washington Police by Mayor Haagenson. Thanks to our Leaf Contractor, we identified the company, have been in touch with the Owner and the Village has since been compensated for the additional leaves we were forced to pick-up and dump, as well as the time spent on this issue by the Village Attorney and Village Clerk.

11. Snow Plow- The village has been in touch with Dejana Industries, our Snow Plow Contractor, regarding the upcoming snow season.

Public Safety Report

1. Police - No report provided.
2. Fire Department - No report provided.

Utility Report

1. PSEG Long Island- Nothing to report.
2. National Grid- Nothing to report.
3. Port Washington Water District- Nothing to report.

There being no further business before the Board, on motion of Trustee Baldwin, seconded by Trustee Peckelis, it was RESOLVED that the meeting be and hereby is adjourned at 9:45PM.



Chrissy Kieman, Village Clerk-Treasurer
Clerk to the Board

Exhibit A

FORM OF CONTRACT: SNOW REMOVAL FROM VILLAGE HALL PROPERTY AND OTHER VILLAGE-OWNED PARCELS

THIS CONTRACT ("Contract") is made as of ___ day of January, 2017, between the Incorporated Village of Baxter Estates, a New York municipal corporation having its office at 315 Main Street, Port Washington, N.Y. 11050 ("Village"), and Robert Keogh Inc., a licensed business with a mailing address of PO Box 1491, Port Washington, NY 11050 ("Contractor").

1. SCOPE OF THE WORK: Contractor shall furnish all labor, material and equipment necessary to perform all of the work set forth in the Contract Documents.

2. CONTRACT DOCUMENTS: The "Contract Documents" shall consist of this Contract and the General Conditions and Specifications, which are annexed hereto as **Exhibit A** and **Exhibit B**, respectively, and made a part hereof.

3. CONTRACT SUM: Village shall compensate Contractor for the performance of this Contract in accordance with the amounts set forth in Contractor's proposal, annexed hereto as **Exhibit C** and made a part hereof ("Accepted Proposal"). Payments shall be made in accordance with the schedule set forth in the Specifications. This Contract shall be for an initial term commencing December 15, 2016 and ending March, 31, 2017, provided, however, that the Village reserves the option to extend the Contract for an additional term commencing December 1, 2017, through March 31, 2018, upon delivering written notice to Contractor of election to extend by not later than October 30, 2017.

4. INDEMNIFICATION: Contractor shall indemnify and defend, and save harmless Village and all elected officials, officers and employees of Village ("Village Parties") from and against, all claims, suits, actions, judgments, damages fees, costs and expenses (including but not limited to legal fees, costs and expenses) brought against or recovered or exacted from Village growing out of any actual or alleged injury to, or death of, any person (including but not limited to employees of Contractor) or any actual or alleged injury or damage to property (including but not limited to property of Contractor) or to property of any other person or entity caused by or resulting from the execution of the work under the Contract (the "Work") by Contractor, its agents, servants, or employees, or its subcontractors, vendors, materialmen or any other person in connection with Contractor's performance of such Work, whether such injuries (including death) or damages be based upon or attributable to the active or passive negligence of Village or upon any alleged breach of any law, ordinance or regulation or of any statutory duty or obligation on the part of Village relating to any Work, and, if the Village so elects, Contractor shall assume on behalf of Village the defense of any action or claim which may be brought against Village upon any such claim and to pay all costs and expenses of whatever nature resulting therefrom and in connection therewith and to pay on behalf of Village upon its demand the amount of any judgment that may be recovered or entered against Village in any such action.

Contractor's obligation hereunder to indemnify and save harmless the Village Parties is absolute and not dependent upon any question of negligence on the part of Contractor, its agents or employees, or its subcontractors, vendors, materialmen or any other person in connection with

Contractor's performance of such Work, or on the part of Village, its agents, servants or employees. Contractor's indemnification obligation hereunder shall include payment of all legal fees, costs and expenses incurred by Village in connection with any indemnified matter, or in connection with the enforcement of its rights hereunder. Village approval of the methods of doing the work, or Village failure to call attention to improper or inadequate methods or to require a change in methods or to direct Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse Contractor in case of injury to person (including death), or injury or damage to property.

5. CERTIFICATES OF INSURANCE: Before commencing Work hereunder, Contractor shall deliver to the Village Clerk-Treasurer certificates for any insurance required by the Contract Documents.

6. TIME OF PERFORMANCE: In accordance with the Specifications, Contractor shall be ready to perform the Work on any day or at any time of the day within one day after notice from Village.

7. REASONABLE OMISSIONS: If anything reasonable, necessary or proper to perform or complete the Work is not expressly set forth in the Contract Documents, whether due to oversight, error or otherwise, then Contractor nevertheless shall perform and provide all such omitted work, services and tools as if same were expressly shown and described in the Contract Documents, without extra charge.

8. LAWS, ORDINANCES, RULES AND REGULATIONS: Contractor agrees to conform to, and abide by, all Federal, State, County and local laws, ordinances, rules and regulations applicable to any of the Work ("Legal Requirements").

9. REMOVAL OF WORKERS: Upon Village request, Contractor shall cease utilizing, in performing this Contract, any of its agents, employees or supervisors who are deemed unacceptable by Village.

10. REPRESENTATIONS OF CONTRACTOR: Contractor represents and warrants as follows:

- (a) Contractor will perform all of the Work in a good and workmanlike manner, in accordance with Legal Requirements and the Contract Documents;
- (b) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient assets, vehicles, and working capital to perform the Work.
- (c) Contractor is incorporated, duly organized and in good standing under the laws of the state of its incorporation, and properly licensed by all governmental, public and quasi-public authorities having jurisdiction over it and the Work, and those of its employees operating vehicles within the Village in performance hereunder shall have all licenses required to operate such vehicles; and
- (d) Contractor's execution of this Contract, and its performance hereunder, are within

its duly authorized powers, and have been duly authorized by all requisite corporate and other authorities.

11. WAIVER OF IMMUNITY:

(a) Contractor represents that it is familiar with the provisions of Article 5-A of the New York State General Municipal Law, as amended (“GML”), and particularly with Sections 103-a, 103-b and 103-c thereof.

(b) Contractor represents that it is aware that, under the provisions of said sections, upon the refusal of a person, after a call before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force of the department of law, head of a municipal department, or other municipal agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, or with any public department, agency or official of the state, or of any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

(i) 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 bids to or receiving awards from, or entering into any contracts with, any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal; and

(ii) any and all contracts made with any municipal corporation or any public department, agency or official thereof, or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which it is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation or fire district without incurring any penalties or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

12. TERMINATION BY VILLAGE: (a) Village may terminate this Contract if:

(i) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors, or is otherwise involved in any bankruptcy or insolvency proceedings affecting it, other than in the context of a creditor of a third party;

(ii) a receiver or liquidator is appointed for Contractor or any of its property for a period up to 20 days, and the proceedings in connection therewith shall not be stayed on appeal within said period;

(iii) Contractor refuses or fails, after notice or warning from Village, to supply sufficiently and properly skilled workers or necessary vehicles or other equipment

in order to perform the Work;

(iv) Contractor refuses or fails to perform the Work, or any part thereof;

(v) Contractor fails timely to pay any person or entity supplying labor or tools in connection with the Work; or

(vi) Contractor fails or refuses to abide by any Legal Requirement, or otherwise materially violates any provision of this Contract or the other Contract Documents.

(b) Upon the occurrence of any of the foregoing, Village, without prejudice to any other right or remedy that it may have, by giving five (5) days' written notice, by ordinary and certified or registered mail, return receipt requested, to Contractor at its address set forth above, may terminate this Contract and the rights of Contractor to proceed hereunder, and may arrange to complete the Work in any manner that Village deems expedient or proper. In such event, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance due to Contractor exceeds the expense of so completing the Work (including compensation for additional material, administrative and inspection services, and any damages for delay), then such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, then Contractor and its sureties shall be liable to Village for such excess.

13. ENTIRE AGREEMENT: This Contract, including the Exhibits hereto, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Contract, including the Exhibits, must be in writing and be signed by an authorized representative of each party hereto.

14. SEVERABILITY: If any provision hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

15. GOVERNING LAW; JURISDICTION; VENUE: This Contract and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to New York's principles of conflicts of law). Any suits, actions or proceedings arising out of or in connection with this Contract or the rights and obligations of the parties hereto shall be brought only in New York state courts located within the Nassau County, New York, or in federal court located in Suffolk County, New York.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

INCORPORATED VILLAGE OF BAXTER ESTATES

By: _____, _____
Nora Haagenson, Mayor Date

CONTRACTOR: _____
Robert Keogh Inc.

By: _____, _____
Name: _____ Date
Title: _____

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On this ____ day of _____, _____, before me personally came, Nora Haagenon, to me personally known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Mayor of the Incorporated VILLAGE OF BAXTER ESTATES, the municipal corporation described in, and which executed the above instrument; that she signed her name thereto by order of the Board of Trustees of said Village.

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On this ____ day of _____, _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the _____ of _____, the corporation/limited liability company/partnership described in and which executed the foregoing instrument; that s/he knows the seal of said corporation/limited liability company/partnership; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed her/his name thereto by like order.

EXHIBIT A

GENERAL CONDITIONS

1. Contractor shall provide all of the work, labor, tools and equipment necessary for the removal of snow and related accumulations from, and the application of salt/sand or ice melt upon, all parking areas, driveways and front and back walkways located upon, and from sidewalks and driveway portions located in the public right-of-way abutting, the Village-owned properties located at 315 Main Street, Port Washington, New York and the village owned sidewalk along Shore Road adjacent to Baxter Beach during the winter of 2016/17, and, if Village exercises its option to extend the Contract for an additional term, then also during the winter of 2017/18.
2. All sections of the Contract Documents are an integral part of the Contract, and their provisions shall govern the performance and execution of the Work under the Contract.
3. Contractor represents that it is fully informed as to the extent and character of the work, labor, tools or equipment required, and can perform the work, furnish the tools or equipment satisfactorily to the full intent of the Specifications and other Contract Documents without any extras.
4. Contractor represents that no members of the Board of Trustees or any other officer of the Village of Baxter Estates, New York, or any person in the employ of said Village is directly or indirectly interested in Contractor, or in the tools, or the work to be performed or provided by Contractor under the Contract, or in any other portion of the profits thereof.
5. Contractor is not in arrears to Village, or in default, as surety or otherwise, upon any obligation to Village.
6. Contractor shall repair or replace to the satisfaction of Village any or all damage done to Village streets or property as a result of negligent performance of the Contract. This clause is general in nature and will not operate to waive stipulations or other clauses in any other contract.
7. Village reserves the right to inspect at any time the equipment to be used in performance of the Contract to ascertain whether or not same is acceptable.
8. Prevailing Wage Rate (if applicable). Pursuant to the New York State Labor Law, Contractor shall pay to each employee engaged in work under the Contract, to the extent subject to prevailing wage rate laws, not less than the prevailing wage rate for the trade or occupation in which he is engaged, fixed by the Commissioner of the New York State Department of Labor.
9. Payment and Performance Bonds.
[This Section intentionally omitted.]

10. Contractor shall not commence work under this Contract until it has obtained insurance required under the following paragraphs and such insurance has been approved.

11. Contractor shall obtain and maintain during the term of this Contract **Workers' Compensation** Insurance for its employees performing all work under the Contract, and, in case any work is sublet, Contractor shall cause the subcontractor to provide Workers' Compensation for all of its employees unless such employees are covered by Contractor's policy. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each subcontractor to provide, other adequate insurance for the protection of its employees not otherwise protected.

12. Contractor shall obtain and maintain during the term of the Contract such **Commercial General Liability and Property Damage Insurance** and **Motor Vehicle Liability Insurance**, as shall protect it, Village, and any subcontractor performing work covered by the Contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under the Contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Said policy or policies of insurance shall specifically name the Village of Baxter Estates as an additional insured. Contractor shall provide Village with duplicate, original copies of all insurance policies required under this Contract. Amounts of such insurance shall be as follows unless otherwise specifically stipulated by amendment hereto:

- A. **Commercial General Liability Insurance** in an amount no less than \$1,000,000 per occurrence for bodily injury (including death) and property damage.
- B. **Motor Vehicle Liability Insurance**, consisting of bodily injury insurance (including death) and property damage insurance covering all motor vehicles owned by Contractor or used by Contractor in the prosecution of the Work, shall be in amounts not less than those specified in "A" above.
- C. Unless otherwise specifically stipulated by amendment hereto, Contractor shall obtain and maintain during the term of this Contract **Contractual Liability Insurance** to cover the indemnification set forth in Paragraph 4 of the Form of Contract. Limits of such insurance shall be the same as quoted in "A" above.

EXHIBIT B

SPECIFICATIONS

1. Contractor shall furnish all tools, equipment and labor necessary to remove snow and sleet and related accumulation, and apply salt/sand/deicer, the paved surfaces of all Village properties listed below and the paved sidewalk and driveway portions of the public right-of-way abutting such properties, in accordance with the schedule set forth below.
2. The Village properties that are the subject of this Contract are:
 - 315 Main Street property and sidewalk adjacent to the property
 - Sidewalk abutting The Baxter Beach Parcel fronting on the west side of Shore Road
3. Contractor shall plow all driveway and parking areas free of snow and related accumulations; provided, however, that, if motor vehicles block any portion of area to be plowed, Contractor shall only be obligated hereunder to plow the unblocked areas.
4. Contractor shall plow all driveway and parking areas, between Main Street to the south and northerly edge of the rear parking area, to the North, free of snow and related accumulations. To the extent that any storm results in continued accumulation after plowing has been performed, Contractor shall re-plow as needed to maintain such driveway and parking areas free of snow and related accumulations.
5. Contractor shall plow all driveway and parking areas free of snow and related accumulations at the conclusion of each snowfall, and, within one hour following telephonic request from a village official, even if the snowfall is continuing, Notwithstanding the foregoing, to the extent feasible, Contractor shall complete the snow plow work being conducted during regular Village business house..
6. Contractor shall apply de-icing materials as stipulated under the Contract to maintain all plowed surfaces in condition permitting safe passage under the circumstances for vehicular and pedestrian traffic.
7. In the event of snowfall of less than one inch of total accumulation, the Village Clerk-Treasurer shall notify Contractor as to the necessity of snowplowing services.
8. Snow accumulation of less than 1" will be treated with de-icing materials. Icy conditions will be treated with de-icing materials.
9. Contractor is not responsible for snow banks built up by town plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

3. Payment

Contractor shall be paid monthly based upon signed vouchers submitted to the Village Clerk-Treasurer at least one week prior to the regular monthly meeting of the Board of Trustees (1st Thursday of each month).

Dated: January 3, 2016
Port Washington, New York

Exhibit A

ROBERT KEOGH INC.
PO BOX 1491 Port Washington, NY 11050

November 27, 2016

The Village of Baxter Estate
315 Main Street
Port Washington, NY 11050

ESTIMATE **Snow Removal**

Office; Includes spreading your ice melt/sand mix

1-2 inches.....	\$150.00
3-5 inches.....	\$200.00
6-8 inches.....	\$250.00
9-11 inches.....	\$300.00

Same prices as last year, no increase. In addition we will spread sand/salt as needed from a large heavy duty gray pail by driveway for no cost except an initial one time charge of \$100.00 for filling the pail with initial sand/salt.

Shore Road sidewalk;

1-2 inches.....	\$135.00
3-5 inches.....	\$185.00
6-8 inches.....	\$235.00
9-11 inches.....	\$280.00

- Same prices as last year, no increase.
- Above 11 inches please add \$25.00 per inch.

Thank you,
Bob Keogh
Robert E. Keogh Inc.

Exhibit B

**VILLAGE OF BAXTER ESTATES
315 MAIN STREET
PORT WASHINGTON, NEW YORK 11050**

Telephone (516) 767-0096
Facsimile (516) 767-0058
Website: www.BaxterEstates.org
Email: staff@baxterestates.org

Nora Haagenson
Mayor
Charles Comer
Deputy Mayor
Doug Baldwin
Chris Ficalora
Alice M. Peckelis
Trustees

Chrissy Kiernan
Clerk-Treasurer
Elisabeth A. Roberts
Deputy Village Clerk
Christopher J. Prior
Village Attorney

As of January 1, 2017

Dr. Nina Cohen
315 Main Street
Port Washington, New York 11050

Re: Amendment and Two Year Extension (with One Year Option) of Lease Agreement for Portion of Premises at 315 Main Street

Dear Dr. Cohen:

When signed by both of us below, this letter will set forth our agreement with respect to the matters addressed herein. We agree as follows:

1. The Village of Baxter Estates, as “Lessor,” and Dr. Nina Cohen, as “Lessee,” entered into the Sublease Agreement dated as of October 1, 2012 (the “Original Lease”), the letter agreement dated as of October 1, 2014 amending and extending same (the “1st Extension”), and the letter agreement dated as of October 1, 2015, amending and extending same (the “2nd Extension”). The Original Lease, as extended by the 1st and 2nd Extensions (the “Current Lease”), is scheduled to expire on September 30, 2017. Capitalized terms used herein but not defined herein shall have the meanings established under the Current Lease.
2. Lessor and Lessee desire to extend and amend the Current Lease. The Current Lease, as amended and extended hereby, is hereinafter referred to as the “Extended Lease.”
3. The termination date of the Current Lease is extended from September 30, 2017, to December 31, 2018. The two year term commencing January 1,

2017 through December 31, 2018 (the "2017/18 Term"), will automatically renew for an additional one year term, from January 1, 2019 through December 31, 2019 (the "2019 Term"), on the conditions set forth below.

4. Clauses "a" and "b" of Section 4., entitled "Rent," in the Current Lease, are hereby amended to read in their entirety as follows:

"(a) The fixed rent set forth herein is intended to include costs associated with the provision of heat and electricity by Lessor for the Subleased Premises. The fixed rent shall be payable to Lessor in advance, on the first day of each calendar month, at Lessor's address set forth above, or at such other place as Lessor may designate in writing.

(b) The fixed rent applicable for each month of calendar year 2017 and 2018 shall be \$800.00. Provided that neither party delivers to the other party written notice of election not to renew on or prior to June 30, 2018, the Extended Lease shall be automatically renewed for the 2019 Term, and the fixed rent applicable for each month thereof shall be \$850.00. Notwithstanding the foregoing, if the aggregate costs for heat and electricity for the Premises for any calendar year during the Extended Term ("Annual Utility Costs") exceed by more than 13% the Annual Utility Costs for the preceding calendar year, then the fixed rent for each remaining month of the Extended Term shall be increased by an amount to be agreed upon by the parties, who shall negotiate the increase in good faith."

5. Notwithstanding any contrary provision contained in the Extended Lease, the parties acknowledge and agree that, if Lessor determines, in its sole discretion, that the parking and/or entrance area located on the Premises cannot adequately be rendered safe for vehicular or pedestrian use, based upon inclement weather, or other natural conditions beyond the reasonable control of Lessor, then Lessor may prohibit access to and use of parking

facilities on-site, in which case Lessee and her invitees shall utilize parking available off-site, including street parking, and parking in municipal lots in close proximity to the Premises.

6. Except to the extent expressly modified and amended hereby, the Current Lease shall remain in full force and effect, through the 2017/18 Term, and, if applicable, the 2019 Term, on the same terms and conditions as are set forth in the Current Lease, as amended hereby.

Kindly acknowledge your understanding of and agreement to the foregoing by signing the enclosed duplicate copy of this letter in the space provided below for your signature.

Very truly yours,

Village of Baxter Estates

By: _____
Mayor Nora Haagenon

Acknowledged and Agreed to

Dr. Nina Cohen