Board of Trustees Meeting  
Village of Baxter Estates  
315 Main Street, Port Washington, New York  
March 7, 2019  
6:45PM

Meeting Minutes

Present:  
Mayor Nora Haagenson  
Deputy Mayor Charles Comer (via video conference, departed at 8:05 p.m.)  
Trustee Doug Baldwin (via video conference, arrived at 8:05 p.m.)  
Trustee Alice M. Peckelis  
Village Clerk-Treasurer Chrissy Kiernan  
Village Attorney Christopher J. Prior

Absent:  
Trustee Christopher Ficalora

Also present:  
None

Mayor Haagenson opened the Meeting of the Board of Trustees at approximately 6:45PM with a verification of a quorum followed by a work session and at 7:00PM began the regular meeting.

1. Approval of Budget Modification

On motion by Deputy Mayor Comer, seconded by Trustee Peckelis, it was RESOLVED to approve the proposed Budget Modification as presented by the Village Clerk-Treasurer attached here to as Exhibit "A".

Budget Transfers:
- Transfer $17,980.76 from A1990 Contingent to A1410.10 Personal Services making the new total $105,530.76 - to adjust for compensation for Clerk's leave.
- Transfer $1620.00 from A1990 Contingent to A1440 Engineer - Fees for Services to account for an additional 10 hours of Engineer time on High Street
- Transfer $7,300.00 from A3410.43 Fire Dept. Insurance to A3620.1a BI Personal Service
- Transfer $558.45 from A3410.43 Fire Dept. to A9030.8 Social Security/Medicare
- Transfer $1,371.09 from A1990 Contingent to A9030.8 SS/Med to account for Clerk's Salary
- Transfer $558.45 from A3410.43 Fire Dept. Insurance to BI Hourly estimated payroll taxes as stated above

Mayor Nora Haagenson  Aye  
Deputy Mayor Charles Comer  Aye  
Trustee Doug Baldwin  Absent  
Trustee Christopher Ficalora  Absent  
Trustee Alice M. Peckelis  Aye

2. Approval of Voucher Claims

On motion by Deputy Mayor Comer, seconded by Trustee Peckelis, it was RESOLVED that the Audited Vouchers dated March 7, 2019 for the General Fund totaling $46,548.00, be and hereby are approved as prepared by Clerk-Treasurer Kiernan.

Mayor Nora Haagenson  Aye  
Deputy Mayor Charles Comer  Aye  
Trustee Doug Baldwin  Absent  
Trustee Christopher Ficalora  Absent
3. Approval of Meeting Minutes of February 7, 2019

On motion of Trustee Peckelis, seconded by Deputy Mayor Comer, it was unanimously RESOLVED to accept the minutes of the February 7, 2019 Meeting of the Board of Trustees, as amended, as circulated by Clerk-Treasurer Kiernan.

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Absent
Trustee Alice M. Peckelis Aye

4. Approval of General Code Estimate for Codification of Local Law Nos. 4-2018 through 6-2018

On motion by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to approve General Code codification of Local Law Nos. 4-2018 through 6-2018 including revisions to the Table of Contents, Disposition List and Index, and shipping and handling of six sets of supplemental pages for a cost not to exceed $965.00.

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Absent
Trustee Alice M. Peckelis Aye

5. 2019 Village Election - Legal Notice Regarding Candidates, Candidate Addresses, Offices, and Terms

Clerk-Treasurer Kiernan presented the proposed form of resolution for the upcoming 2019 Village Election in accordance with Election Law Section 15-118.

On motion by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to authorize the Village Clerk-Treasurer to publish the following Legal Notice for the 2019 Village Election:

NOTICE IS HEREBY GIVEN that the Annual Village Election of the Incorporated Village of Baxter Estates will be held on Tuesday, March 19, 2019 at Village Hall, 315 Main Street, Port Washington, New York 11050 and said polling place shall be opened at Noon of said day and shall close at 9:00 P.M. The offices to be filled, the terms thereof, and the names and addresses of persons nominated are:

Office: Mayor Nora Haagenson
5 Hillside Avenue
Port Washington, N.Y. 11050

Term: Two Years

Office: Trustee Charles Comer
7 Harborview Road
Port Washington, N.Y. 11050

Term: Two Years

Office: Trustee Christopher Ficalora
24 Overlook Drive
Port Washington, N.Y. 11050

Term: Two Years

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Absent
6. Reopening of Tianderah Road

On motion by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED that Tianderah Road be reopened on April 1, 2019 subject to weather conditions.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

7. Extension of 2018 Street Sweeping Contract

After discussion, on motion by Deputy Mayor Comer, seconded by Mayor Haagenson, it was RESOLVED to extend the 2018 Street Sweeping Contract with Dejana Industries LLC, attached hereto as Exhibit "B", for a one year period.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

8. 2019 Village Landscape Proposal Form

After discussion, on motion made by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to approve the 2019 Village Landscape Proposal form for landscaping services, attached hereto as "Exhibit C", and authorize the Village Clerk-Treasurer to solicit estimates.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

9. Cleaning of Village Catch Basins

After discussion, on motion made by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to authorize the Village Clerk-Treasurer to solicit estimates at a daily rate to clean approximately thirty-six (36) Village catch basins conditioned on services not to exceed four (4) days.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

10. 2019-2020 Village Budget Public Hearing Date

On motion by Trustee Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to authorize the Village Clerk-Treasurer to publish a Legal Notice for a Public Hearing to be held on April 4, 2019 to consider the 2019-2020 Tentative Budget for the year commencing June 1, 2019 and ending May 31, 2020.
Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

11. Public Hearing Bill 1 of 2019

Mayor Haagenson opened the Public Hearing duly advertised in the February 27, 2019 issue of the Port Washington News for Bill 1 of 2019, a proposed local law authorizing the Village of Baxter Estates to authorize a property tax levy in excess of the limit established in New York State General Municipal Law § 3c.

Mayor Haagenson reported that Bill 1 of 2019 will not be enacted because the Tentative Budget for the fiscal year commencing June 1, 2019 and ending May 31, 2019 is below the tax cap.

Upon a motion duly seconded, it was unanimously RESOLVED to close the public hearing at 7:32PM.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

A verbatim transcript of the Public Hearing is annexed to and incorporated into these minutes.

12. Public Hearing - Bill 2 of 2019

Mayor Haagenson opened the Public Hearing duly advertised in the February 27, 2019 issue of the Port Washington News for Bill 2 of 2019, a proposed local law to amend the Code of the Village of Baxter Estates to replace all references therein to “Building Inspector” from “Building Inspector” to “Superintendent of Buildings”.

Upon a motion duly seconded, it was unanimously RESOLVED to close the public hearing at 7:34PM.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin  Absent
Trustee Christopher Ficalora  Absent
Trustee Alice M. Peckelis  Aye

A verbatim transcript of the Public Hearing is annexed to and incorporated into these minutes.

13. Adoption of Bill 2 of 2019/Local Law 1 of 2019

On motion by Trustee Alice Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to enact Bill 2 of 2019 as Local Law 1 of 2019.

Mayor Nora Haagenson  Aye
Deputy Mayor Charles Comer  Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Absent
Trustee Alice M. Peckelis Aye

14. Public Hearing Bill 3 of 2019
Mayor Haagenson opened the Public Hearing duly advertised in the February 27, 2019 issue of the Port Washington News for Bill 3 of 2019, a proposed local law to amend Chapter 78, “Building Code Administration,” of the Code of the Village of Baxter Estates to obligate building permit holders to restore or repair impacted or damaged public property.

Upon a motion duly seconded, it was unanimously RESOLVED to close the public hearing at 7:36PM.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
</tbody>
</table>

A verbatim transcript of the Public Hearing is annexed to and incorporated into these minutes.

15. Adoption of Bill 3 of 2019/Local Law 2 of 2019

On motion by Trustee Alice Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to enact Bill 3 of 2019 as Local Law 2 of 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
</tbody>
</table>

16. Public Hearing Bill 4 of 2019

Mayor Haagenson opened the Public Hearing duly advertised in the February 27, 2019 issue of the Port Washington News for Bill 4 of 2019, a proposed local law to amend Chapter 159, “Telecommunications Towers,” of the Code of the Village of Baxter Estates, to regulate the placement of small wireless facilities within the Village.

Upon a motion duly seconded, it was unanimously RESOLVED to close the public hearing at 7:39PM.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
</tbody>
</table>

A verbatim transcript of the Public Hearing is annexed to and incorporated into these minutes.

17. Adoption of Bill 4 of 2019/Local Law 3 of 2019

On motion by Trustee Alice Peckelis, seconded by Deputy Mayor Comer, it was RESOLVED to enact Bill 4 of 2019 as Local Law 3 of 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
</tbody>
</table>

18. Resolution to Amend the Village Fee Schedule Regarding Fees for Telecommunications Towers and Small Wireless Facilities
On motion by Trustee Alice Peckelis, seconded by Mayor Haagenson, it was RESOLVED to amend the Village Fee Schedule regarding fees for Telecommunications Towers and Small Wireless Facilities as follows:

Each owner and operator of a telecommunications tower and/or antenna, other than with regard to Small Wireless Facilities, shall pay the following fees:

(a) Each owner and operator of a tower shall pay to the Village an annual fee of $2,000 for such tower and an annual fee of $500 for each antenna on such tower.
(b) Each owner and operator of an antenna not located on a tower shall pay to the Village an annual fee of $750 for such antenna.”

Each owner and operator of one or more Small Wireless Facilities shall pay the following fees:

(a) The application fee shall be $500 for a Small Wireless Facility on an existing structure. If the application includes more than one Small Wireless Facility on an existing structure, there shall be no charge for the first five Small Wireless Facilities on existing structures and an additional $100 fee for each Small Wireless Facility on an existing structure included in the application in excess of five.
(b) The application fee shall be $1,000 for each Small Wireless Facility that will not be attached to an existing structure.
(c) There shall be an annual fee of $270 for each Small Wireless Facility.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
</tbody>
</table>

19. Snow Management Service Provided by Creative Snow by Cow Bay

The Board of Trustees discussed the snow management service provided by Creative Snow by Cow Bay for the 2018-2019 snow season. The Board agreed that the service has been adequate, however, noted that there has been excessive scraping and that the sand/salt material is not spread as evenly as desired.

Deputy Mayor Comer excused himself from the meeting at approximately 8:05pm.

Trustee Baldwin joined the meeting at approximately 8:05pm via two-way skype.

Executive Session

At 8:05PM, by motion of Trustee Peckelis, seconded by Trustee Baldwin, it was unanimously RESOLVED that the Board entered into Executive Session to discuss possible litigation.

At 9:00PM Mayor Haagenson announced that Executive Session had concluded and that no action was taken.

20. Approval of Meeting Minutes of March 2, 2019 Budget Workshop Special Meeting

On motion of Trustee Baldwin, seconded by Trustee Peckelis, it was unanimously RESOLVED to accept the minutes of the March 2, 2019 Budget Workshop Special Meeting of the Board of Trustees, as circulated by Clerk-Treasurer Kiernan.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
</tr>
<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Absent</td>
</tr>
<tr>
<td>Trustee Doug Baldwin</td>
<td>Aye</td>
</tr>
<tr>
<td>Trustee Christopher Ficalora</td>
<td>Absent</td>
</tr>
</tbody>
</table>
Trustee Alice M. Peckelis          Aye

There being no further business before the Board, on motion of Trustee Peckelis, seconded by Trustee Baldwin, it was RESOLVED that the meeting be and hereby is adjourned at 9:04PM.

Mayor Nora Haagenson        Aye  
Deputy Mayor Charles Comer   Absent
Trustee Doug Baldwin        Aye  
Trustee Christopher Ficalora Absent
Trustee Alice M. Peckelis    Aye

Christina R. Kiernan, Village Clerk-Treasurer
<table>
<thead>
<tr>
<th>Item</th>
<th>Income</th>
<th>Expense</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1001 - Real Property Taxes</td>
<td>620,554.80</td>
<td>625,275.61</td>
<td>-1,720.81</td>
<td>99.72%</td>
</tr>
<tr>
<td>A1110.1 - Board of Trustees</td>
<td>729.42</td>
<td>1,000.00</td>
<td>-270.58</td>
<td>72.94%</td>
</tr>
<tr>
<td>A1170 - Franchise</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1190 - Safety Inspection Fees</td>
<td>10,524.13</td>
<td>18,000.00</td>
<td>-7,475.87</td>
<td>190.24%</td>
</tr>
<tr>
<td>A1190 - ETPA Cost Reimbursement</td>
<td>51,540.02</td>
<td>24,000.00</td>
<td>27,540.02</td>
<td>209.67%</td>
</tr>
<tr>
<td>A1190.1 - Interest and Penalties</td>
<td>7,300.00</td>
<td>100.00</td>
<td>7,200.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1190.2 - ETPA Cost Reimbursement</td>
<td>13,515.03</td>
<td>2,500.00</td>
<td>11,015.03</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1190.3 - Use of Money &amp; Prop/LCSAP</td>
<td>11,950.00</td>
<td>15,000.00</td>
<td>-3,050.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1200 - Minor Sales, Other</td>
<td>1,250.45</td>
<td>500.00</td>
<td>750.45</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1230 - Refunds to Non-Property</td>
<td>3,855.73</td>
<td>0.00</td>
<td>3,855.73</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1270 - Refunds to Non-Property</td>
<td>6,100.00</td>
<td>5,000.00</td>
<td>1,100.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1280 - Refunds to Non-Property</td>
<td>16,160.45</td>
<td>19,000.00</td>
<td>-2,839.55</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1300 - State Aid(ErrorMessage</td>
<td>1,374.69</td>
<td>0.00</td>
<td>1,374.69</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1300.1 - Interest on Highway Reserve</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1300 - State Aid</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
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<tr>
<td>A1300.1 - Interest on Highway Reserve</td>
<td>200.00</td>
<td>0.00</td>
<td>200.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>Total Income</td>
<td>740,246.13</td>
<td>625,275.61</td>
<td>43,970.52</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

**Exhibit A**
<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1325</td>
<td>- Personal Services</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>1325.45</td>
<td>- Fees for Services</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>1325.46</td>
<td>- Contractual</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1325</td>
<td>- Treasurer - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>1410.10</td>
<td>- Personal Services</td>
<td>85,326.98</td>
<td>105,530.76</td>
<td>-20,203.80</td>
<td>80.86%</td>
</tr>
<tr>
<td>1410.11</td>
<td>- Deputy Village Clerk</td>
<td>34,655.40</td>
<td>45,052.00</td>
<td>-10,396.60</td>
<td>76.92%</td>
</tr>
<tr>
<td>1410.20</td>
<td>- Equipment</td>
<td>0.00</td>
<td>1,000.00</td>
<td>-1,000.00</td>
<td>0.0%</td>
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<tr>
<td>1410.41</td>
<td>- Supplies</td>
<td>3,300.44</td>
<td>6,000.00</td>
<td>-2,699.56</td>
<td>56.51%</td>
</tr>
<tr>
<td>1410.42</td>
<td>- Telephone</td>
<td>1,742.26</td>
<td>2,750.00</td>
<td>-1,007.74</td>
<td>63.36%</td>
</tr>
<tr>
<td>1410.44</td>
<td>- Contractual Expenses</td>
<td>2,266.96</td>
<td>3,100.00</td>
<td>-813.04</td>
<td>73.77%</td>
</tr>
<tr>
<td>1410.45</td>
<td>- Fees For Services</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
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<tr>
<td>1410.46</td>
<td>- Miscellaneous</td>
<td>3,411.76</td>
<td>4,200.00</td>
<td>-788.22</td>
<td>81.23%</td>
</tr>
<tr>
<td>A1410</td>
<td>- Clerk - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>1440.4</td>
<td>- Engineer - Fees for Services</td>
<td>10,990.00</td>
<td>10,990.00</td>
<td>0.00</td>
<td>100.0%</td>
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<tr>
<td>1450.4</td>
<td>- Elections</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
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<tr>
<td>1450.41</td>
<td>- Supplies</td>
<td>0.00</td>
<td>50.00</td>
<td>-50.00</td>
<td>0.0%</td>
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<tr>
<td>1450.45</td>
<td>- Fees for Services</td>
<td>0.00</td>
<td>360.00</td>
<td>-360.00</td>
<td>0.0%</td>
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<td>A1450.4</td>
<td>- Elections - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1620</td>
<td>- Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1620.2</td>
<td>- Building</td>
<td>1,425.00</td>
<td>2,270.00</td>
<td>-845.00</td>
<td>62.78%</td>
</tr>
<tr>
<td>1620.43</td>
<td>- Utilities</td>
<td>6,204.05</td>
<td>7,500.00</td>
<td>-1,295.95</td>
<td>82.72%</td>
</tr>
<tr>
<td>1620.44</td>
<td>- Contractual</td>
<td>7,292.45</td>
<td>10,000.00</td>
<td>-2,707.55</td>
<td>72.63%</td>
</tr>
<tr>
<td>1620.47</td>
<td>- Rent</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1620</td>
<td>- Buildings - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1910</td>
<td>- Unallocated insurance</td>
<td>17,890.83</td>
<td>22,000.00</td>
<td>-4,109.17</td>
<td>81.32%</td>
</tr>
<tr>
<td>A1920</td>
<td>- Municipal Association Dues</td>
<td>2,988.00</td>
<td>4,150.00</td>
<td>-1,162.00</td>
<td>72.0%</td>
</tr>
<tr>
<td>A1950</td>
<td>- Taxes on Municipal Property</td>
<td>1,664.21</td>
<td>2,500.00</td>
<td>-835.79</td>
<td>66.57%</td>
</tr>
</tbody>
</table>

**Budget Modification:**
Transfer $17,980.76 from Account 1990 Contingent to Account 1410.10 Personal Services making the new total $105,530.76 - to adjust for compensation for Clerk's leave.

**Budget Modification:**
Transfer $1620.00 from Account 1990 Contingent to Account 1440 Engineer - Fees for Services to account for an additional 10 hours of Engineer time on High Street.
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1960.4</td>
<td>Met Commuter Trans Mobility Tax</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1964.4</td>
<td>Real Property Tax Refunds</td>
<td>13,513.65</td>
<td>13,513.65</td>
<td>0.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>A1980.0</td>
<td>Provision for Uncollected Taxes</td>
<td>0.00</td>
<td>1,500.00</td>
<td>-1,500.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A1990.0</td>
<td>Contingent Account</td>
<td>0.00</td>
<td>15,048.15</td>
<td>-15,048.15</td>
<td>0.0%</td>
</tr>
<tr>
<td>A3410</td>
<td>Fire Department</td>
<td>3,521.04</td>
<td>4,841.55</td>
<td>-1,118.91</td>
<td>75.97%</td>
</tr>
<tr>
<td></td>
<td>3410.43 - Insurance</td>
<td>80,913.64</td>
<td>129,207.00</td>
<td>-48,293.16</td>
<td>62.55%</td>
</tr>
<tr>
<td></td>
<td>3410.45 - Losap</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>A3410 - Fire Department - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>Total A3410 - Fire Department</td>
<td>84,335.48</td>
<td>133,848.55</td>
<td>-49,513.07</td>
<td>63.01%</td>
</tr>
<tr>
<td>A3620</td>
<td>Safety Inspection</td>
<td>35,300.00</td>
<td>47,300.00</td>
<td>-12,000.00</td>
<td>74.63%</td>
</tr>
<tr>
<td></td>
<td>3620.4 - Personal Services - BI</td>
<td>1,375.00</td>
<td>2,000.00</td>
<td>-625.00</td>
<td>68.75%</td>
</tr>
<tr>
<td></td>
<td>3620.45 - Cost Enforcer</td>
<td>0.00</td>
<td>600.00</td>
<td>-600.00</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>A3620 - Safety Inspection - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>Total A3620 - Safety Inspection</td>
<td>36,675.00</td>
<td>49,900.00</td>
<td>-13,225.00</td>
<td>73.5%</td>
</tr>
<tr>
<td>A4020.4</td>
<td>Registrar of Vital Statistics</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A510.4</td>
<td>Street Maintenance</td>
<td>3,811.69</td>
<td>12,000.00</td>
<td>-8,188.31</td>
<td>31.76%</td>
</tr>
<tr>
<td>A511.2</td>
<td>Permanent Improvements</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A5142</td>
<td>Snow Removal</td>
<td>512.41 - Supplies</td>
<td>0.00</td>
<td>9,000.00</td>
<td>-9,000.00</td>
</tr>
<tr>
<td>A5142.44</td>
<td>Snow Removal - Contractual</td>
<td>56,400.00</td>
<td>65,000.00</td>
<td>-8,600.00</td>
<td>86.77%</td>
</tr>
<tr>
<td>A5142 - Snow Removal - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total A5142 - Snow Removal</td>
<td>56,900.00</td>
<td>74,000.00</td>
<td>-17,100.00</td>
<td>76.22%</td>
</tr>
<tr>
<td>A5182.4</td>
<td>Street Lighting</td>
<td>5,447.45</td>
<td>8,000.00</td>
<td>-2,552.55</td>
<td>70.59%</td>
</tr>
<tr>
<td>A5410.4</td>
<td>Sidewalks</td>
<td>0.00</td>
<td>500.00</td>
<td>-500.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A8140.4</td>
<td>Storm Sewers</td>
<td>0.00</td>
<td>4,750.00</td>
<td>-4,750.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A8170</td>
<td>Street Cleaning</td>
<td>8,362.53</td>
<td>14,200.00</td>
<td>-5,837.47</td>
<td>58.89%</td>
</tr>
<tr>
<td>A8170.43</td>
<td>Street Sweeping</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A8170.44</td>
<td>Leaf Removal</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A8170 - Street Cleaning - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total A8170 - Street Cleaning</td>
<td>8,362.53</td>
<td>14,200.00</td>
<td>-5,837.47</td>
<td>58.89%</td>
</tr>
<tr>
<td>A8510.4</td>
<td>Community Beautification</td>
<td>5,986.50</td>
<td>7,500.00</td>
<td>-1,513.50</td>
<td>74.51%</td>
</tr>
<tr>
<td>A8560.4</td>
<td>Shade Trees</td>
<td>0.00</td>
<td>2,000.00</td>
<td>-2,000.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A8611.4</td>
<td>Emergency Tenant Protection</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A9010.8</td>
<td>State Retirement</td>
<td>11,426.00</td>
<td>13,000.00</td>
<td>-1,574.00</td>
<td>87.89%</td>
</tr>
<tr>
<td>A9025</td>
<td>Employe Benefts/LOSPAP</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A9030.8</td>
<td>Social Security/Medicare</td>
<td>12,581.28</td>
<td>15,979.54</td>
<td>-3,398.26</td>
<td>78.73%</td>
</tr>
<tr>
<td>A9040.8</td>
<td>Workers Compensation</td>
<td>4,041.86</td>
<td>6,000.00</td>
<td>-1,958.14</td>
<td>67.36%</td>
</tr>
<tr>
<td>A9050.8</td>
<td>Unemployment Insurance</td>
<td>706.32</td>
<td>3,500.00</td>
<td>-2,793.68</td>
<td>20.18%</td>
</tr>
<tr>
<td>A9069.8</td>
<td>Hospital and Medical Insurance</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>A9710</td>
<td>Bond Principal</td>
<td>90,000.00</td>
<td>90,000.00</td>
<td>0.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>A9710.7</td>
<td>Interest on Indebtedness</td>
<td>900.00</td>
<td>900.00</td>
<td>0.00</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

A1990 Contingent total after modifications = $15048.15

Budget Modification:
- BI Salary A3620.1a - @ 10 hours a week for 6 pay periods = $7,000 will need additional $7,300
- SS/Med would also come from A3410.43 insurance
- $7,300 * .0765 = $558.45
- Transfer $7,300.00 from A3410.43 Fire Dept. Insurance to A3620.1a BI Personal Service and $558.45 from A3410.43 Fire Dept. to A9030.8 Social Security/Medicare

Transfer $1,371.09 from A1990 Contingent to A9030.8 SS/Med to account for Clerk's Salary +
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
<th>Amount 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR5112 - Permanent Improvements Highway</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>T8510.4 - Bax. Pond Community Beaut.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>565,763.59</td>
<td>802,119.00</td>
<td>-236,335.41</td>
<td>70.54%</td>
</tr>
<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>174,462.54</td>
<td>-105,561.39</td>
<td>280,023.93</td>
<td>-165.27%</td>
</tr>
<tr>
<td><strong>Other Income/Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H5031 - Interfund Transfers</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>H5710 - Serial Bonds - C Projects Fund</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Other income</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Other Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9950.9 - Transfer, Capital Projects Fund</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>H1626.2 - Building - Capital Acquisitions</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Other Expense</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>174,462.54</td>
<td>-105,561.39</td>
<td>280,023.93</td>
<td>-165.27%</td>
</tr>
</tbody>
</table>

Transfer $558.45 from A3410.43
Fire Dept.
Insurance to Bl
Hourly estimated payroll taxes as stated above.
FORM OF CONTRACT

THIS CONTRACT ("Contract") is made as of the 6th day of April, 2018, 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 DEJANA INDUSTRIES LLC located at 30 Sagamore Hill Drive, Port Washington, N.Y. 11050 ("Contractor.")

1. SCOPE OF THE WORK

Contractor shall furnish all labor, materials 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 April 9, 2018 and ending December 31, 2018, provided, however, that the Village reserves the option to extend the Contract for an additional term commencing April 8, 2019, through December 31, 2019, upon delivering written notice to Contractor of election to extend by not later than March 15, 2019.

4. INDEMNIFICATION

Contractor shall be solely responsible and liable for and shall fully protect and indemnify and save harmless Village and all elected officials, officers and employees of Village ("Village Parties") from and against any and all claims, actions, suits, actions, judgments, damages, 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 or persons (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 occasioned by or resulting from the execution of the work under the Contract by Contractor, its agents, servants, or employees, or its subcontractors, vendors, materialmen or any other person having anything whatsoever to do 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 participation in the wrong by 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 to be performed under this Contract, and Contractor agrees to 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.

The obligation of Contractor 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 or company having anything whatsoever to do in connection with Contractor’s performance of such work, or on the part of Village, its agents, servants or employees. The indemnification obligation of Contractor 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. The approval by Village of the methods of doing the work, or failure of Village 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 any such injury to person (including death), or injury or damage to property.

5. CERTIFICATES OF INSURANCE

Before commencing work pursuant to this contract, 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 under this Contract 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 contemplated hereunder 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 materials 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, any and all laws, ordinances, rules and regulations of the Federal, State, County and local government, which pertain to or are otherwise applicable to any of the work to be performed hereunder ("Legal Requirements").

9. REMOVAL OF WORKERS

Upon the request of Village, 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 contemplated hereunder 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 contemplated hereunder.
(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 contemplated to be performed hereunder, 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 states that it is familiar with the provisions of Article 5-A of the General Municipal Law of the State of New York, as amended, and particularly with Sections 103-a, 103-b and 103-c thereof.

(b) Contractor states 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 it 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 contemplated hereunder;

(iv) Contractor refuses or fails to perform the work contemplated hereunder, or any part thereof;

(v) Contractor fails timely to pay any person or entity supplying labor or materials in connection with the work contemplated hereunder; 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 contemplated hereunder 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 contemplated hereunder 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), 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 of the parties 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 federal or state courts located within the counties of Nassau or Suffolk, 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: ___________________________  4/10/18
Nora Haagenson, Mayor  Date

CONTRACTOR: Dejana Industries LLC

By: ___________________________  4/19/18
Name: RD McDonald  Date
Title: Vice President
STATE OF NEW YORK)  
COUNTY OF NASSAU)  

On this 10th day of April, 2019, before me personally came, Nora Haagenson, to me personally known, who, being by me duly sworn, did depose and say that she resides at 5 Hillside Avenue, Port Washington, N.Y. 11050; 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.

[Signature]

Christina Rose Kieran  
Notary Public, State of New York  
No. 01KI350762  
Qualified in Nassau County  
Commission Expires Nov. 21, 2022

STATE OF NEW YORK)  
COUNTY OF NASSAU)  

On this 19th day of April, 2018, before me personally came Edmond McDonald, to me known, who, being by me duly sworn, did depose and say that s/he resides at 9012 West Huntingdon AVE; that s/he is the Vice President of Delana Industries LLC, the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; 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.

[Signature]

John A. Mangano  
Notary Public - State of New York  
Qualified in Suffolk County  
No. 01MA6339160  
My Commission Expires 3/28/2020
EXHIBIT A

GENERAL CONDITIONS

1. Contractor shall provide all of the work, labor, supplies, materials and equipment necessary for the sweeping and cleaning of Village streets during the spring, summer and fall of 2018, and, if Village exercises its option to extend the Contract for an additional term, then also during the spring, summer and fall of 2019.

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 to be done and/or the services to be rendered under the Contract.

3. The Contractor represents that it is fully informed as to the extent and character of the work, labor, supplies, materials or equipment required, and can perform the work, furnish the supplies, materials 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 materials, supplies, 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. Pursuant to the Labor Law of the State of New York, Contractor shall pay to each employee engaged in work under the Contract 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.

[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 of its subcontractors 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 the Contractor or used by the Contractor in the
prosecution of the work under this contract, shall be in amounts not less than those specified in "A" above.

C. Contractor shall take out 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 sweep and clean the roadways of all Village streets listed below and such additional streets as may be designated by the Village Clerk-Treasurer during the Contract term, in accordance with the schedule set forth below and shall provide the initial clean-ups described below.

2. The Village streets that are the subject of this Contract are:

- Sandy Hollow Lane
- Tianderah Road
- Locust Avenue
- Library Drive
- Harborview Road
- Shoreview Road
- Woodcleft Avenue
- North Washington Street

- Bayside Avenue
- Ridgeway Road
- High Street
- Columbia Place
- Hilltop Road
- Green Hays
- Hillside Avenue
- Overlook Drive including dead end portion
- Sandy Hollow Road (south side of street #4 to #54)

3. Schedule

A. Initial Clean-Up.

By not later than April 27, 2018, Contractor shall perform an initial clean-up by removing from the streets listed in Paragraph 2 hereof all accumulations of dirt, sand and debris.

B. Schedule of Sweeping Dates after Initial clean-up for 2018 is as follows:

<table>
<thead>
<tr>
<th>May 8</th>
<th>July 10</th>
<th>Sept 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 22</td>
<td>July 24</td>
<td>Sept 18</td>
</tr>
<tr>
<td>June 5</td>
<td>Aug 7</td>
<td>Oct 9</td>
</tr>
<tr>
<td>June 19</td>
<td>Aug 21</td>
<td>Oct 30</td>
</tr>
</tbody>
</table>

This schedule and number of dates may be changed from time to time at the discretion of the Village in order to maintain the Village’s road maintenance program. Furthermore, Village may elect to exchange not more than two (2) of the scheduled days for dates between October 1, 2018 and December 31, 2018.
C. If Village exercises its option to extend the Contract for 2019, then by not later than April 19, 2019, Contractor shall perform an initial clean-up by removing from the streets listed in Paragraph 2 hereof all accumulations of dirt, sand and debris, and the Schedule of Sweeping Dates for 2019 shall include 12 days, to be determined by the Village, to occur between May 1 and the first week of November, provided that the Village may elect to exchange not more than two (2) of the scheduled days for dates between October 1, 2019 and December 31, 2019.

4. Contractor shall utilize a mechanical sweeper in good operating condition for the initial clean-up to pick-up sand and debris that have accumulated on the roads over the winter, equipped with: rotary brooms on each side of the front end and a single, full width reel type broom in the rear. For all subsequent sweeps, Contractor shall utilize a regenerative air sweeper (Tymco 600 or equivalent model) capable of picking up debris as opposed to exhausting it into the atmosphere for the remaining sweeps. All vehicles used by Contractor shall have rubber tires. No vehicles having steel wheels or tracks shall be used. Unless specifically notified to the contrary by the Mayor or Village Clerk-Treasurer, Contractor shall be ready to and shall perform its obligations hereunder at any time of the day and on any day of the week including Sundays and holidays. Both types of sweepers must be in good operating condition, suitable in appearance, and equipped with a spray attachment which will ensure that a continuous stream of water is sprayed on the road bed during each sweeping operation. All trucks and sweepers under contract with the Incorporated Village of Baxter Estates must be inspected by the Port Washington Water District ("Water District"). After inspection and approval by the Water District, a hydrant permit will be issued. All tank trucks must comply with prevailing requirements of the Water District for back flow and back-siphonage prevention.

5. On each sweeping date, Contractor shall make a minimum of two (2) passes on each side of the road during each sweeping operation.

6. Sweeping will be performed at times that will not interfere with garbage collection or when school buses are on the roads. In the event of rain, the sweep will be rescheduled for another day during the same week.

7. All sand, dirt and debris picked up by Contractor shall be dumped outside of the Village in accordance with applicable governmental rules and regulations, and all costs and fees in connection with such dumping shall be the responsibility of Contractor.
8. 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). These payments shall amount to 90% of the total amounts stated in said vouchers and approved by the Village Trustee charged with Streets and Roads. The 10% retainage shall be due and payable upon satisfactory completion of this contract by Contractor and no further vouchers need be submitted for said retained percentage.

9. Additions or deletions from the scheduled sweepings provided in Paragraph 3 hereof shall result in additions or reductions in the contract amount.

Dated: March 5, 2018
Port Washington, New York
NON-CONCLUSIVE BIDDING CERTIFICATION
To be completed by the bidder and submitted with the bid.

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bid or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that s/he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Dated April 2, 2018

Dejana Industries LLC

Name of corporation or partnership

[Signature]

Name of individual Officer, stating title, or partner

Ed McDonald, Vice President
CORPORATE RESOLUTION

Resolved that Dejana Industries LLC be authorized

(Name of Corporation)
to sign and submit the bid or proposal of this corporation for the Sweeping and Cleaning of Village Streets in the Village of Baxter Estates during the Spring, Summer and Fall of 2018 and, at the Village's option, 2019 and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Dejana Industries LLC, a corporation, at a meeting of its Board of Directors held on the 8th day of January, 2018.

(CORPORATE SEAL)

Secretary
2018-2019 SWEEPING & CLEANING BID SHEET

VILLAGE OF BAXTER ESTATES
315 Main Street
Port Washington, New York

Note:  DO NOT REMOVE THIS SHEET. FILL IN ALL SPACES, SIGN AND RETURN COMPLETE WITH SPECIFICATIONS AS YOUR BID.

Qualified Vendors:

Pursuant to and in compliance with your Notice to Bidders and Instructions to Bidders dated March 5, 2018, the undersigned state that s/he has examined the Notice to Bidders, Instructions to Bidders and Specifications dated March 5, 2018 and that s/he understands the same and that the undersigned hereby offers to perform for the Village of Baxter Estates in accordance with said Specifications at the following prices, which prices include all incidental work, labor costs, tipping fees and taxes, if any.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019 (If Village Option is exercised)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump sum price for initial clean-up</td>
<td>$3,950</td>
<td>$4,029</td>
</tr>
<tr>
<td>Lump sum price for 12 scheduled sweepings Per year after the initial clean-up</td>
<td>$11,150</td>
<td>$11,373</td>
</tr>
<tr>
<td>Unit price for additional sweeping(s) to be conducted at request of Village (upon 24 hours notice) during the sweeping season</td>
<td>$929</td>
<td>$947</td>
</tr>
<tr>
<td>Unit price for additional sweeping(s) to be conducted at request of Village (upon 24 hours notice) outside the sweeping season</td>
<td>$929</td>
<td>$947</td>
</tr>
</tbody>
</table>

NOTE: BIDDER MUST BID ON ALL 8 ITEMS OR BID WILL BE REJECTED.

The full names and addresses of all persons interested in this bid as principals are as follows:

Antony Besso, CEO/ Wm. F. Wynperle, Jr. COO
30 Sagamore Hill Drive
Port Washington, NY 11050

Date:  April 2, 2018
Name of Bidder:  Dejana Industries LLC

By:  [Signature, Title]  Vice President
Landscaping Proposal

Date:________________________________________________________

Company Name:________________________________________________

Company Address:______________________________________________

________________________________________________________

Company Phone:________________________________________________

Contact Name:_________________________________________________

PROPOSAL:

315 Main Street (Village Hall Property)

$_________ Spring Clean-up: Leaf & debris clean-up from flower beds, gardens, window wells, deck, and patio. Rake and blow lawn, prune small trees and shrubs, turn over and edge all beds along Main Street. During Spring Clean-up, mulch beds on Village Property including flower bed along Main Street along the fence and sidewalk on both sides of fence, in area located adjacent to handicap parking, and planting area along the garden lights in front of the building.

$_________ Fall Leaf Clean-up: All leaves cleaned once a week from week of October 28th thru week of December 9th

$_________ Gutter cleaning: Two (2) times a year, once during spring clean-up and once during the fall.

$_________ Lawn chemical program: Five (5) applications.

$_________ Lawn maintenance: Twenty-eight (28) cuts per season beginning week of April 15th through week of October 21st: Cut lawn; edge lawn; blow walkways, patio, deck, and driveway; and along back wooden fence, weed and cultivate approximately 50'x3'. Also, apply weed killer to gravel stones in parking lot as needed.

$_________ Shrub and hedge trimming: Five (5) times total- once per month in June, July, August, September, and October.

SUBTOTAL $______________
Inc. Village of Baxter Estates  
315 Main Street  
Port Washington, NY 11050  
516 767-0096  
staff@baxterestates.org

Village Property Maintenance

$_________ Baxter Beach- Twice a month, rake and remove debris washed onto the beach; mow the grass; trim bushes and trees; blow sidewalk clean from May through October.

$_________ Maintain Overlook Drive and Central Drive Parkland Property- once a month from May to September- Top of Central Drive alongside parkland, includes maintenance of edge of woods for 5 feet from curb starting at the top of Central Drive to approximately half-way up the hill merging onto Overlook Drive and then past Hilltop Road (past the bottom intersection of Overlook Drive and Hilltop Road) including spraying for poison ivy, as needed. Must trim brush at bottom of Hilltop Road and Overlook Drive as needed for safety.

$_________ Bayside Avenue Property (adjacent to Water District): Maintain lawn once a month from May thru October. Spray for poison ivy, as needed.

$_________ Virginia Avenue Property: One time clean-up and pick-up of debris.

$_________ Library Drive Property (across from Port Washington Library): One time clean-up and pick-up of debris.

$_________ High Street: Maintain sidewalk on east side of street between Main Street and Columbia Place - three times a season- once in March, June and September.

SUBTOTAL: $______________________

GRAND TOTAL: $______________________  
(subtotal on pages 1 & 2 added together)

*Please note for the purposes of the estimate process, separate contracts may be awarded for landscaping of Village Hall Property (page 1) and all other Village Property (page 2).