

**Village of Muttontown
Warrants May 2023**

Resolution 23-	Amount	PO #	# of Lines
ACCUDATA PAYROLL#205, 206	\$ 254,681.63		
1695 Realty LLC- Escrow Return	\$ 1,000.00	23-00512	1
Atlantic Blueprint	\$ 73.00	23-00550	4
Blue 360 Media	\$ 178.68	23-00523	1
CAMPOS	\$ 250.00	23-00528	1
Cheyenne Rosenzweig	\$ 100.00	23-00520	1
Daniel Finley	\$ 54.00	23-00518	1
East Norwich Fire Co	\$ 79,193.70	23-00539	4
Enerspect	\$ 76.59	23-00511	1
Eric Irizarry (reimbursement DMV expense)	\$ 50.00	23-00556	1
Evette Aguirre	\$ 150.00	23-00521	1
Ferraris	\$ 1,348.46	23-00513	7
Flexible Systems	\$ 1,446.65	23-00509	1
GALLS	\$ 278.79	23-00527	2
Global Commercial Cleaning	\$ 656.00	23-00533	1
Goodyear	\$ 1,000.00	23-00532	1
Harris Beach, PLLC (Retainer)	\$ 7,500.00	23-00545	2
Harris Beach, PLLC (Litigation Mrcory 1 Mrcory 2 and AT&T)	\$ 14,795.00	23-00542	3
Home Depot	\$ 165.85	23-00553	2
HSBC Commercial Credit Card 3565	\$ 456.82	23-00555	13
Minuteman Press	\$ 192.00	23-00531	2
MultiServices	\$ 537.11	23-00545	6
Newsday	\$ 1,148.00	23-00542	4
NYS Local Retirement System	\$ 4,098.17	23-00536	2
NYS DEFERRED COMPENSATION PLAN #205 206	\$ 190.00	23-00510	4
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$ 54,849.10	23-00535	4
Office of the State Comptroller	\$ 944.00	23-00525	1
Optimum 4016	\$ 15.00	23-00558	1
Optimum 2019	\$ 195.44	23-00537	1
Prabhleen Singh Virk	\$ 5,500.00	23-00517	1
PSEGLI 01-2	\$ 371.18	23-00543	1
PSEGLI 02-0	\$ 17.67	23-00544	1
PSEGLI 59-9	\$ 947.93	23-00541	1
Quench	\$ 72.00	23-00519	1
Robert McLaughlin	\$ 300.00	23-00522	1
Ronald koenig	\$ 150.00	23-00524	1
Shelter Point	\$ 669.00	23-00526	2
Staples	\$ 1,799.91	23-00557	1
TGI	\$ 262.80	23-00529	1
The Little Reporting Co	\$ 823.50	23-00516	2
Travel Expenses	\$ 1,519.90	23-00554	1
UNUM	\$ 1,708.09	23-00538	4
VERIZON-VH 0149	\$ 269.00	23-00548	1
Verizon-Voice 0199	\$ 34.56	23-00559	1
Verizon Wireless - Modems 1351	\$ 298.60	23-00547	1
Verizon Wireless- Village TT & EI 6394	\$ 62.49	23-00546	2
Walden Assoc	\$ 2,257.50	23-00540	2
WB Mason	\$ 245.03	23-00549	3
Welsbach	\$ 691.00	23-00534	1
William Penn Life Insurance-Dervin Pidoto	\$ 537.74	23-00530	2
WRIGHT EXPRESS FLEET SERVICES	\$ 3,578.26	23-00514	3
TOTAL	\$ 461,577.15		107

VILLAGE COURT CONSULTANT

CONTRACT

THIS CONTRACT (the "Contract") made the **10** day of **May, 2023**, by and between the **INCORPORATED VILLAGE OF MUTTONTOWN**, a municipal corporation, with principal offices located at One Raz Tafuro Way, Muttontown, New York 11791, (hereinafter referred to as the "*Village*"), and **Evette Aguirre** with principal offices located at 157 Whaley St. Freeport, NY 11520, (hereinafter referred to as the ("*Village Court Consultant*" or "*Consultant*").

WITNESSETH:

WHEREAS, the Village desires to retain Consultant's services with respect to matters of its Village Court, and upon the terms and conditions set forth for the period of **June 1, 2023** through **May 31, 2024**; and

WHEREAS, the Consultant is desirous of providing those services, upon the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants of this Contract, the parties agree as follows:

1. Term, Scope of Services. Effective upon approval of the Village Board of Trustees and continuing to **May 31, 2024**, Village Court Consultant shall provide and perform consulting services for the Village as follows:
 - a. Review records maintained by the Village Court of the Incorporated Village of Muttontown;
 - b. Train and consult with Village employees and contractors with regard to Village Court rules and procedures pursuant to The Village Code for the Incorporated Village of Muttontown and New York State Law;
 - c. Consult with Village officials, employees, attorney, and contractors as may be necessary;
 - d. Attend Village Court proceedings as necessary;
 - e. Make recommendations to the Board of Trustees to improve the Village Court infrastructure and administration.
2. Building Consultant as Independent Contractor. It is agreed and understood that Village Court Consultant shall act as an **Independent Contractor** in performing her consulting services, and not as an employee of the Village. Consultant represents that Consultant is employed separate and apart from the services to be rendered to Village hereunder. The Village shall not be responsible for, and shall not be required to provide or pay, any employee benefits for Consultant or any of Consultant's employees or agents, such as withholding taxes, health insurance, retirement system or other pension benefits or payments, vacation leave, sick leave, personal leave, Social Security payments, or any other benefits customarily afforded to employees of the Village, during the terms of this Contract unless otherwise noted within this Contract. The Village shall have no responsibility for any of the incidences of employment.
3. Office Space. The Village shall provide Consultant with reasonable workspace located in the offices of the Village. However, such location shall not be the exclusive location for performance of Consultant's services pursuant to this Contract.
4. Village Records and Materials. Consultant shall not remove Village records from the Village office. Consultant shall not use the workspace or any materials or resources provided by the

Village for the performance of any services for, or on behalf of any person, or entity other than the Village.

5. Consultant Duties. Consultant shall perform all work and services required by this Contract on a timely basis. Consultant shall work in conjunction with the Village Clerk, Village Attorney, and Village Staff.
6. Compliance. Notwithstanding any other provision in this Contract, Consultant shall ensure that any service(s) provided pursuant to this Contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (**ADA**).
7. Payment. For **Village Court Consultant** services to be performed as described herein, the Village shall pay Consultant according to the following hourly rates:
 - a. \$150 per court appearance, not to exceed one per month and no more than ten (10) appearances annually.
8. Indemnification. Consultant and Village agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Consultant and Village, they shall be borne by each party in proportion to its negligence. Village shall indemnify and defend Consultant from any and all lawsuits that arise in the usual course of business that are related to Consultant's performance of the services described in this Contract on behalf of the Village.
9. Termination. Notwithstanding any other provision of this Contract, the Village or Consultant may terminate this Contract at any time during the term of this Contract by giving written notice to the other, effective upon a termination date specified therein, which date may be no earlier than (30) thirty days from the date on which such notice is received by the Village or Consultant.
10. Notice. Any notice given pursuant to this Contract shall be given in writing, by certified mail, return receipt requested, or overnight delivery mail or courier service, addressed to the intended recipient at the address stated for such recipient in this Contract, or at such other address for a party as may be designated by notice from that party.
11. No Assignment Without Consent. Village Court Consultant shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Contract or any of its right, title or interest herein or its power to execute the Contract, or any part thereof to any person or entity without the prior written consent of the Village.
12. Entire Agreement. This Contract contains the entire understanding between the parties with respect to the subject hereof. There are no other contracts, promises, representations or understandings with respect to the terms and conditions upon which the Village retains the services of the Consultant except as set forth herein.
13. Amendment. This Contract may not be amended, modified, cancelled or superseded except by written contract signed by both parties.

14. Severability. If any provision of this Contract is held invalid by a court of law, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.
15. Governing Law. This Contract shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Nassau, New York.
16. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Contract in duplicate originals upon the date and year first above written.

INCORPORATED VILLAGE OF MUTTONTOWN

By: _____

Jim Liguori, Mayor

CONSULTANT

By: _____

Evette Aguirre

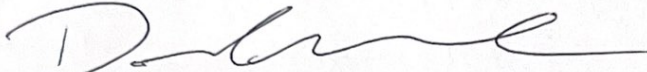
Subject to Approval

May 2nd, 2023

To whom it may concern,

My names Daniel Slane I resigned my position as a Police Officer with the Village of Muttontown Police Department effective May 1st, 2023. I can confirm when I was hired by Muttontown, my address was 37 Birch ave E, Farmingdale, NY 11735. As of January 2018, to this current date my address is 18 Matinecock Ave, East Islip, NY 11730.

Thank you



Daniel Slane
18 Matinecock Ave
East Islip, NY 11730

Subject to Approval



Licensed & Insured

709 Wilson Blvd., Central Islip, NY 11722

Office (631) 851-9555 Fax (631) 851-7966 Cell (631) 445-6277

www.campostreeservice.com * campostreeservice2000@yahoo.com

Tree Removal * Trimming * Topping * Planting * Stump Grinding
75' Aerial Bucket Available * Landclearing * Tree Sections Cabling
Excellent Rates & Free Estimates

Name / Address
Incorporated Village of Muttontown Attn: Tony Toscano One 'Raz' Tafuro Way Muttontown, NY 11791

Estimate

Date	Estimate #
5/4/2023	3303

Item	Description	Qty	Rate	Total
Landsca...	* Supply and delivery Ten White Vinyl Fence Posts 8' X 4" X 4" and Ten Enhance Classic White Post Caps.	10	65.00	650.00T
Landsca...	* Labor to Install Five Signs (Signs will be provided by the Village) on Windsor Dr. by Route 106, Muttontown Road by Gates; Mill River Road by Route 25 A, Muttontown Rd. and Brookville Rd. and Route 106 across Farm Hill Lane.	5	300.00	1,500.00T
Landsca...	* Supply and deliver Twenty Five yards of Black Mulch to be spread on areas around the Five Signs.	25	40.00	1,000.00T
Mulch	* Labor to Spread Twenty Five yards of Mulch, include clearing the areas and making the edges.	25	45.00	1,125.00T
Landsca...	* Clean up Street Sign and posts by spraying Bleach and washing them off with water.	100	45.00	4,500.00T
Landsca...	* Supply and deliver Twenty Easter Arborvitae Occidentalis 4 - 5 feet high .	20	95.00	1,900.00T
Tree Pla...	* Labor to plant the Twenty Arborvitae trees, include Healthy Start Fertilizer and disposal of tree planting waste .	20	60.00	1,200.00T
Landsca...	* Supply and deliver Twenty Upright Juniperus chinensis Spartan 4 - 5 feet high.	20	210.00	4,200.00T
Tree Pla...	* Labor to plant the Twenty Juniperus trees, include Healthy Start Fertilizer and disposal of tree planting waste .	20	60.00	1,200.00T
Landsca...	* Supply and deliver Fifty Hydrangeas Panicle # 3 Gals .	50	25.50	1,275.00T

Subject to Approval

Stump grinding operation does not assume responsibility for underground lines, etc. We are not responsible for roots, ruts, cuts and holes in lawn due to tree and landscape work. All stump grinding debris will be left neatly on the property unless prior arrangements are made for additional charges. Not responsible for underground electrical and water systems. Payment due on completion unless otherwise stated. All invoices 30 days past due are subject to finance charge of 2% per month. Any amount that goes to collection will be subject to additional collection or attorney fees. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing to do the work as outlined above.

Subtotal
Sales Tax (0.0%)
Total

Signature: _____ Date: _____



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Name / Address
Incorporated Village of Muttontown Attn: Tony Toscano One 'Raz' Tafuro Way Muttontown, NY 11791

Estimate

Date	Estimate #
5/4/2023	3303

Item	Description	Qty	Rate	Total
Shrub Pl...	* Labor to plant the Fifty Hydrangeas on designated area, include Healthy Start Fertilizer and disposal of used containers.	50	12.00	600.00T
Landsca...	* Supply and deliver Fifty Dwarf Ornamenta Grass Hameln # 3 Gals.	50	27.50	1,375.00T
Shrub Pl...	* Labor to plant the Fifty Dwarf Ornamenta Grass Hameln on designated area, include Healthy Start Fertilizer and disposal of used containers.	50	25.00	1,250.00T
Landsca...	* Supply and deliver Twenty Korean Boxwood # 3 Gals.	20	43.50	870.00T
Shrub Pl...	* Labor to plant the Twenty Korean Boxwood, include Healthy Start Fertilizer and disposal of used containers.	20	25.00	500.00T
Landsca...	* Supply and deliver Five Hundred Perennials # 3 Gals. (200 Black Eye Susan Rudbeckia, 50 Sedum different color, 50 Astilbe Chinensis, 150 Hostas Variegated and 50 Echinacea Coneflowers.	500	16.75	8,375.00T
Planting	* Labor to plant Five Hundred Perennials, include Healthy Start Fertilizer and disposal of used containers.	500	10.00	5,000.00T
Landsca...	* Cut back Fifteen to Twenty feet back from each Planting area, clean up all the Speed limit signs and Stop signs throughout the Village roads.	2	4,250.00	8,500.00T

<p>Stump grinding operation does not assume responsibility for underground lines, etc. We are not responsible for roots, ruts, cuts and holes in lawn due to tree and landscape work. All stump grinding debris will be left neatly on the property unless prior arrangements are made for additional charges. Not responsible for underground electrical and water systems. Payment due on completion unless otherwise stated. All invoices 30 days past due are subject to finance charge of 2% per month. Any amount that goes to collection will be subject to additional collection or attorney fees. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing to do the work as outlined above.</p>	Subtotal	\$45,020.00
	Sales Tax (0.0%)	\$0.00
	Total	\$45,020.00

Signature: _____ Date: _____