

**MINUTES OF A REGULAR MEETING
OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF THOMASTON
September 9, 2019**

The Board of Trustees met Monday, September 9, 2019 at the Village Hall, 100 East Shore Road, Great Neck, New York at 7:30 p.m.

Present: Mayor Steven Weinberg, Deputy Mayor James Sharkey, Trustee Jill Monoson, Trustee To-on Pang and Trustee Burton Weston

Absent: None

The Mayor opened the meeting at 7:33 p.m.

Adoption of Minutes

RESOLUTION 19-73

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Pang, and unanimously approved, the following resolution was adopted:

RESOLVED, that the minutes of the Board of Trustees meeting held on August 12, 2019 are hereby approved and accepted as presented.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Burton Weston:	Aye		

Bid for Sanitation Collection

The Board reviewed a proposed contract, bid form and legal notice, prepared by the Village Attorney, for the upcoming Sanitation Collection Bid. The current contract with Meadow Carting will expire on October 31, 2019.

RESOLUTION 19-74

Upon motion of Trustee Weston, seconded by Deputy Mayor Sharkey, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Board of Trustees approves the proposed contract, bid form and legal notice as prepared by the Village Attorney, and it is further

RESOLVED, that the Village Administrator is directed to publish and post the legal notice (Attachment A1), to be published on September 13, 2019, soliciting sealed bids for Sanitation Collection for the various bid options as listed in the bid form (Attachment A2) for the period from November 1, 2019 through October 31, 2020 and for two additional one year periods from November 1, 2020 through October 31, 2021, and November 1, 2021 through October 31, 2022, in the Village's official newspaper (Great Neck News).

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Burton Weston:	Aye		

Road & Parking Lot Improvements (2019-03)

The Board reviewed sealed bids for Road & Parking Lot Improvements (2019-03) which were opened on September 4, 2019.

RESOLUTION 19-75

Upon motion of Trustee Monoson, seconded by Deputy Mayor Sharkey, and unanimously approved, the following resolution was adopted:

WHEREAS, the Village of Thomaston heretofore has duly advertised for sealed bids for Road & Parking Lot Improvements (2019-03); and

WHEREAS, sealed bids received in response to that advertisement were duly opened September 4, 2019 and have been reviewed by Village personnel; and

WHEREAS, the total amounts of the respective bids were calculated and determined to be as follows:

John McGowan & Sons, Inc.	\$117,500
American Paving & Masonry Corp.	\$153,066
Graci Paving Associates Inc.	\$153,420
PaveMaster	\$249,800; and

WHEREAS, the Board of Trustees has received and reviewed the submitted bids, and the information gathered by the Village personnel;

NOW, THEREFORE, BE IT

RESOLVED, that the bid submitted by John McGowan & Sons, Inc. be, and hereby is, accepted, in the best interests of the Village, as the lowest responsible bid substantially meeting all bid requirements; and it is further;

RESOLVED, that the contract for the Village of Thomaston Road & Parking Lot Improvements (2019-03) is awarded to John McGowan & Sons, Inc., and the Mayor or his designee is authorized to execute any documents reasonably necessary to effectuate such award and proceed with the contract work.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Burton Weston:	Aye		

Proposed agreement from Municipal Audit Services, LLC

The Board reviewed a proposed agreement from Municipal Audit Services, LLC to conduct an audit of gross receipts taxes paid to the Village from the various utility and telecommunications companies to uncover any underpayments or reporting errors.

RESOLUTION 19-76

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Pang, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Board of Trustees hereby authorizes the Mayor to execute the agreement with Municipal Audit Services, LLC (Attachment B) on behalf of the Village.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Burton Weston:	Aye		

Fees for Tree Removal Permits

The Board reviewed fees for Tree Removal Permits. Currently, the fee is \$25 for the removal of up to two (2) live trees. There is no fee charged if the tree(s) are dead or dying.

RESOLUTION 19-77

Upon motion of Trustee Pang, seconded by Trustee Weston, and unanimously approved the following resolution was adopted:

RESOLVED, that the Board of Trustees sets the fee, effective immediately, for a Tree Removal Permit as follows:

\$25 per live tree, pursuant to the limits for the removal of live trees as specified in §190-9 of the Village of Thomaston Code, and it is further

RESOLVED, that the Village of Thomaston Fee Schedule shall be amended to reflect the new fee for Tree Removal Permits.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Burton Weston:	Aye		

Amendment of income eligibility schedule for Senior Citizens Tax Exemption

The Board reviewed §180-19(B)(1) of the Village Code (income eligibility schedule Citizens Tax Exemption) and the current income eligibility schedule used by Nassau County.

RESOLUTION 19-78

Upon motion of Trustee Monoson, seconded by Deputy Mayor Sharkey, and unanimously approved, the following resolution was adopted:

RESOLVED, pursuant to Village Code §180-19(B)(2) and Real Property Tax Law §467, the percentage of assessed valuation of any property which shall be exempt from taxation pursuant to Village Code §180-19(A) shall be based upon income as defined in Real Property Tax Law §467 and upon the following table set forth Village Code §180-19(B) (1) is hereby amended to read as follows:

Income	Percentage of Exemption
Up to \$29,000	50%
More than \$29,000 but less than \$30,000	45%
More than \$30,000 but less than \$31,000	40%
More than \$31,000 but less than \$32,000	35%
More than \$32,000 but less than \$32,900	30%
More than \$32,900 but less than \$33,800	25%
More than \$33,800 but less than \$34,700	20%
More than \$34,700 but less than \$35,600	15%
More than \$35,600 but less than \$36,500	10%
More than \$36,500 but less than \$37,400	5%
\$37,400 or higher	0%

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye
Trustee Monoson: Aye Trustee Pang: Aye
Trustee Burton Weston: Aye

The Mayor read the public works report.

New Business

Navid Rofeim expressed his concerns about speeding on Grace Avenue and requested that the Village install two (2) radar speed signs permanently on Grace Avenue in both directions of traffic.

The Mayor stated that the Village will consider the feasibility of this request.

Vouchers

RESOLUTION 19-79

Upon motion of Trustee Pang, seconded by Trustee Weston, and unanimously approved, the following resolution was adopted:

RESOLVED, that the vouchers, in the aggregate amount of \$228,658.64 (as itemized on the Abstract of Vouchers dated Monday, September 9, 2019), are hereby approved for payment, all allocated to the General Fund.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye
Trustee Monoson: Aye Trustee Pang: Aye
Trustee Burton Weston: Aye

A copy of the approved voucher list is attached to these minutes.

Trustee Burton Weston departed at 7:58 p.m.

Adjournment

At 8:08 p.m., there being no further business, the motion to adjourn was made by Trustee Pang, seconded by Trustee Monoson, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland
Village Administrator

	INC. VILLAGE OF THOMASTON					
	AUDITED VOUCHERS					
	August 13 through September 9, 2019					
	Type	Date	Num	Name	Amount	
	Check	08/19/2019	2050	WATER AUTHORITY OF GREAT NECK NORTH	-42.66	
	Check	08/19/2019	2051	PSEGLI	-874.89	
	Check	08/19/2019	2052	PSEGLI	-92.04	
	Check	08/21/2019	2053	MICHAEL F. MCNERNEY ARCHITECT PLLC	-637.50	
	Paycheck	08/23/2019	DD	STEVEN G PULSCH		
	Paycheck	08/23/2019	DD	CATHERINE M PULTOIAN		
	Paycheck	08/23/2019	DD	DENISE M KNOWLAND		
	Paycheck	08/23/2019	DD	LINDA M EARLEY		
	Paycheck	08/23/2019	2054	ANTHONY J CIAPPA		
	Paycheck	08/23/2019	2055	CHRISTOPHER T SCHICKLER		
	Paycheck	08/23/2019	2056	DAVID B DISTILLI		
	Paycheck	08/23/2019	2057	FRANCIS M MORRISEY		
	Paycheck	08/23/2019	2058	GERALD P. UMLAUF		
	Paycheck	08/23/2019	2059	NEIL G. HICKS		
	Paycheck	08/23/2019	2060	WILLIAM MAZURKIEWICZ		
	Check	09/04/2019	2061	MICHAEL F. MCNERNEY ARCHITECT PLLC	-701.25	
	Paycheck	09/06/2019	DD	CATHERINE M PULTOIAN		
	Paycheck	09/06/2019	DD	DENISE M KNOWLAND		
	Paycheck	09/06/2019	DD	LINDA M EARLEY		
	Paycheck	09/06/2019	DD	STEVEN G PULSCH		
	Paycheck	09/06/2019	2062	ALLAN J GRDOVICH		
	Paycheck	09/06/2019	2063	ANTHONY J CIAPPA		
	Paycheck	09/06/2019	2064	CHRISTOPHER T SCHICKLER		
	Paycheck	09/06/2019	2065	DAVID B DISTILLI		
	Paycheck	09/06/2019	2066	FRANCIS M MORRISEY		
	Paycheck	09/06/2019	2067	GERALD P. UMLAUF		
	Paycheck	09/06/2019	2068	NEIL G. HICKS		
	Paycheck	09/06/2019	2069	WILLIAM MAZURKIEWICZ		
	Check	09/06/2019	2070	PSEGLI	-51.72	
	Check	09/06/2019	2071	PSEGLI	-255.74	
	Check	09/06/2019	2072	PSEGLI	-10.36	
	Check	09/06/2019	2073	VERIZON	-407.23	
	Check	09/06/2019	2074	VERIZON WIRELESS	-89.65	
	Check	09/09/2019	2075	READYREFRESH BY NESTLE	-78.88	
	Check	09/09/2019	2076	OPTIMUM	-22.00	

	Check	09/09/2019	2077	COSTELLO'S HARDWARE	-109.36	
	Check	09/09/2019	2078	TRUX, INC. LONG ISLAND FREIGHTLINER	179,461.00	-
	Check	09/09/2019	2079	GLENCO SUPPLY INC	-474.00	
	Check	09/09/2019	2080	BLANK SLATE MEDIA LLC	-85.05	
	Check	09/09/2019	2081	GARY MUHLSTOCK	-500.00	
	Check	09/09/2019	2082	SEE NEVILLE AUTO SUPPLY INC.	-15.00	
	Check	09/09/2019	2083	OLD VILLAGE TREE SERVICE	-750.00	
	Check	09/09/2019	2084	TRIUS INC.	-2,995.00	
	Check	09/09/2019	2085	HOME DEPOT CREDIT SERVICES	-691.62	
	Check	09/09/2019	2086	STAPLES CREDIT PLAN	-62.69	
	Check	09/09/2019	2087	BUSINESS CARD	-135.22	
	Check	09/09/2019	2088	FINE DETAILING	-200.00	
	Check	09/09/2019	2089	TOWN OF NORTH HEMPSTEAD-SWMA	-696.33	
	Check	09/09/2019	2090	GENERAL CODE	-994.00	
	Check	09/09/2019	2091	GENERAL WELDING SUPPLY CORP	-7.00	
	Check	09/09/2019	2092	WEX BANK	-505.01	
	Check	09/09/2019	2093	MANHASSET-LAKEVILLE WATER DISTRICT	-16.20	
	Check	09/09/2019	2094	SALERNO BROKERAGE CORP.	-1,059.00	
	Check	09/09/2019	2095	SCVOA	-65.00	
	Check	09/09/2019	2096	DENISE KNOWLAND - PETTY CASH	-227.85	
	Check	09/09/2019	2097	MEADOW CARTING CORP	-29,519.20	
	Check	09/09/2019	2098	WINTERS BROS. HAULING OF LI, LLC	-75.00	
	Check	09/09/2019	2099	NATIONAL FIRE & SAFETY SOLUTIONS, INC	-63.00	
	Check	09/09/2019	2100	NYS EMPLOYEES' HEALTH INSURANCE	-6,688.19	
					-	
					228,658.64	
					-	
	TOTAL				228,658.64	

INVITATION FOR BIDS

VILLAGE OF THOMASTON - SANITATION REMOVAL - 2019

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Thomaston invites sealed proposals for the furnishing of all labor and equipment necessary for the performance of a contract to be let by the Village of Thomaston for collection, removal and disposal of all garbage, refuse, rubbish, leaves and other waste materials from dwellings and buildings in the village.

All such sealed proposals must be received by the Board of Trustees, at the office of the Village Clerk, 100 E. Shore Road, Great Neck, New York, on or before October 4, 2019 at 11:00 am, prevailing time, at which time and place all bids will be opened.

Specifications, including a proposed contract form, are on file with the Village Clerk, and copies may be obtained from the Village Clerk during regular business hours of the Village office.

Bids must be submitted for the period November 1, 2019 through October 31, 2020, and for two additional one year option periods from November 1, 2020 through October 31, 2021, and November 1, 2021 through October 31, 2022.

All proposals must be in writing on a bid form supplied by the Village, and must be submitted in a sealed envelope addressed to the Village Clerk, and marked on the outside "Sanitation Disposal Contract Bid – 2019-04", and must be received no later than the time and date specified above.

Bidders must present proof of their familiarity and experience in this type of work, and failure to present such proof or evidence that the bidder has performed satisfactory work of similar type in similar communities may be cause for rejecting the bid.

No bid will be accepted from any person unless the same is accompanied by proof that the bidder holds a current permit to engage in the business of removing, collecting, transporting or disposing of offensive materials as provided in the Public Health Ordinance or other applicable laws and regulations of the County of Nassau and Town of North Hempstead.

The Board of Trustees reserves the right to waive informalities or to reject all bids, and to accept any bid which in the opinion of the Board will be in the best interests of the Village. Subject to the foregoing, the Board will award a contract as soon as practicable thereafter, and the successful bidder will be required to execute a contract within 20 days after notice of award.

DATE: September 10, 2019

BY ORDER OF THE BOARD OF TRUSTEES
Denise Knowland, Village Administrator

BID FORM - VILLAGE OF THOMASTON
SANITATION REMOVAL CONTRACT — 2019-04

To the Village of Thomaston:

Pursuant to and in compliance with the advertisement for bids, and the information for bidders and proposed contract provided pursuant to such notice, the undersigned hereby submits a bid for services and equipment required for sanitation removal:

The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sums:

CONTRACT OPTION A — CURBSIDE PICKUP AND CURBSIDE RETURN OF CONTAINERS TWO TIMES PER WEEK: \$ _____, for the period November 1, 2019 through October 31, 2020.

REQUIRED BID — OPTION YEAR 1A: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2020 through October 31, 2021.

REQUIRED BID — OPTION YEAR 2A: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2021 through October 31, 2022.

CONTRACT OPTION B — CURBSIDE PICKUP, AND RETURN OF CONTAINERS TO SIDE/REAR OF DWELLINGS, THREE TIMES PER WEEK: \$ _____, for the period November 1, 2019 through October 31, 2020.

REQUIRED BID — OPTION YEAR 1B: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2020 through October 31, 2021.

REQUIRED BID — OPTION YEAR 2B: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2021 through October 31, 2022.

CONTRACT OPTION C — SIDE/REAR PICKUP AND RETURN OF CONTAINERS TWO TIMES PER WEEK: \$ _____, for the period November 1, 2019 through October 31, 2020.

REQUIRED BID — OPTION YEAR 1C: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2020 through October 31, 2021.

REQUIRED BID — OPTION YEAR 2C: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2021 through October 31, 2022.

CONTRACT OPTION D — SIDE/REAR PICKUP AND RETURN OF CONTAINERS THREE TIMES PER WEEK: \$ _____ , for the period November 1, 2019 through October 31, 2020.

REQUIRED BID — OPTION YEAR 1D: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____

for the additional period November 1, 2020 through October 31, 2021.

REQUIRED BID — OPTION YEAR 2D: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____ for the additional period November 1, 2021 through October 31, 2022.

The undersigned hereby represents that there has been no collusion between the undersigned and any other person in the preparation of this or any other bid for this work. The undersigned further agrees that in the event this bid is accepted, and the contract for the foregoing work awarded to the undersigned the undersigned agrees to enter into a contract for the said work within 20 days after notice of award.

The undersigned further acknowledges that this bid may not be withdrawn for a period of 60 days after the last date for the submission of bids.

Dated: _____

Full Legal Name of Bidder: _____

Address: _____

Telephone: _____

Email: _____

Authorized Signature for Bidder: _____

Print Name of Authorized Signer: _____

Title of Authorized Signer: _____

AGREEMENT

This Agreement is made as of 2019, by and between Municipal Audit Services, LLC ("MUNI"), a Delaware limited liability company having an address at 130 Shore Road, Suite 205, Port Washington, New York 11050, and the Incorporated Village of Thomaston, New York, ("Village") a municipality incorporated under the laws of the State of New York having an address at 100 East Shore Road, Thomaston, New York 11023.

WHEREAS, under Section 5-530 of New York's Village Law and applicable local laws, the Village is entitled to Tax Receipts for certain services ("Tax Receipts") provided by utility and telecommunications services within the Village ("Utility and Telecommunication Companies"); and

WHEREAS, MUNI has represented to the Village that it has experience and knowledge regarding the review of these Tax Receipts.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Village and MUNI as follows:

1.MUNI will review the reports and receipts provided to the Village by the Utility and Telecommunication Companies regarding the Tax Receipts, as well as the relevant underlying records of the Utility and Telecommunications Companies, for the purpose of uncovering underpayments and other reporting errors. Such review will be conducted in order to (a) recover revenue and additional payments (including penalties and interest if applicable) that may be due to the Village for any past errors resulting from erroneous reporting and/or underpayments by the Utility and Telecommunication Companies ("prior period errors"), and (b) to increase future revenue payments by causing the Utility and Telecommunication Companies to implement MUNI's recommendations to correct underreporting and underpayment errors.

2.MUNI's review shall encompass the periods which are open pursuant to New York State Tax Law.

3.MUNI shall have the responsibility to negotiate and interact with the Utility and Telecommunications Companies on the Village's behalf for the purpose of recovering historical revenues due to past errors and for the purpose of implementing recommendations to increase future revenues.

4.Except for the fees set forth below in paragraph 5, MUNI shall bear all the costs and expenses incurred in providing the services specified herein, and shall not charge the Village for these services.

5.As its fee for the services provided herein, MUNI shall be entitled to (a) forty-five percent (45%) of any additional Tax Receipts which the Village recovers from the Utility and Telecommunications Companies by reason of prior period errors and which result from erroneous reporting and underpayments uncovered as a result of MUNI's services, and (b) twenty-five percent (25%) of any future increase in Tax Receipts to which the Village becomes entitled to, and actually receives from, the Utility and Tax Companies for the two year period

subsequent to the implementation of MUNI's recommendations. However, no such fees shall be due and payable to MUNI until the Village actually receives these increased payments from the Utility and Telecommunications Companies. Also, no fees shall be due to MUNI if it is unable to recover increased historical revenue or to generate increased future receipts.

6. Absent good cause shown, MUNI shall complete the performance of the services specified herein on or before 6 months from the date of this agreement. Upon completion of the services described herein, MUNI shall promptly return all Village records to the Village.

7. In the event that, prior to one year from the date of this agreement, MUNI enters into an agreement with a village which is a member of the Nassau or Suffolk County Village Officials Association that provides such village with more advantageous fee terms than those specified above in paragraph 5, then the Village shall automatically be entitled to the same terms, and this Agreement shall be deemed amended accordingly.

8. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement may not be assigned by any party hereto.

11. The parties acknowledge that they have read this Agreement in its entirety, and that they fully understand all the terms and conditions contained herein. The parties further acknowledge that they have signed this Agreement voluntarily and of their own free will after consultation with their respective attorneys. Each party further acknowledges that it is properly and fully empowered to enter into and execute this Agreement.

12. All parties agree that this Agreement was jointly negotiated and drafted by counsel for all parties hereto, and that this Agreement will not be construed against any party.

13. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may not be amended nor modified except in writing signed by all the parties hereto.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Any lawsuit brought by a party hereto based on or arising from this Agreement shall be filed in the Supreme Court of the State of New York, Nassau County, or in the U.S. District Court, Eastern District of New York.

15. Each party shall execute and provide to the other parties such other and further documents as shall be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VILLAGE OF THOMASTON, NEW YORK
A village incorporated under the laws of the
State of New York

MUNICIPAL AUDIT SERVICES, LLC

By: _____
Print Name:
Title:

By: _____
Name: Joseph J. Messina
Title: Managing Partner