MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES

OF THE VILLAGE OF THOMASTON

October 16, 2019

The Board of Trustees met Wednesday, October 16, 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 and Trustee To-on Pang

Absent: Trustee Jill Monoson and Trustee Burton Weston

The Mayor opened the meeting at 7:52 p.m.

Adoption of Minutes

RESOLUTION 19-80

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

RESOLVED, that the minutes of the Board of Trustees meeting held on September 9, 2019 are hereby approved and accepted as presented.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

Bid #201-04 - Sanitation Removal

Bids for residential and building sanitation collection were opened on Friday, October 4, 2019 at 11:00 AM. Meadow Carting Corp. was the sole bidder. The bid results for each of the four (4) bid options were as follows:

BIDDER:	MEADOW CARTING CORP.	D.F. ALLEN & CO. NO BID	WINTERS BROS. WASTE SYSTEMS NO BID
OPTION A			
CURBSIDE PICKUP & CURBSIDE RETURN 2X/WEEK			
11/1/19 - 10/31/20	\$331,920.00		
OPTION YEAR 1A			
11/1/2020 - 10/31/21	\$342,000.00		
OPTION YEAR 2A			
11/1/21 - 10/31/22	\$352,260.00		
OPTION A - TOTAL (3 YRS):	\$1,026,180.00		

OPTION B		
CURBSIDE PICKUP & RETURN OF CONTAINERS TO REAR/SIDE 3X/WEEK		
11/1/19 - 10/31/20	\$343,920.00	
OPTION YEAR 1B		
11/1/2020 - 10/31/21	\$352,518.00	
00710111/7.10.00		
OPTION YEAR 2B	¢2C1 000 00	
11/1/21 - 10/31/22	\$361,800.00	
OPTION B – TOTAL (3 YRS):	\$1,058,238.00	
2272012		
OPTION C		
SIDE/REAR PICKUP & RETURN OF CONTAINERS 2X/WEEK		
11/1/19 - 10/31/20	\$363,870.00	
11/1/13 - 10/31/20	\$303,870.00	
OPTION YEAR 1C		
11/1/2020 - 10/31/21	\$372,960.00	
OPTION YEAR 2C		
11/1/21 - 10/31/22	\$382,284.00	
OPTION C – TOTAL (3 YRS):	\$1,119,114.00	
,		
OPTION D		
SIDE/REAR PICKUP & RETURN OF		
CONTAINERS 3X/WEEK	400.000	
11/1/19 - 10/31/20	\$384,870.00	
OPTION YEAR 1D		
11/1/2020 - 10/31/21	\$393,336.00	
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OPTION YEAR 2D		
11/1/21 - 10/31/22	\$403,080.00	
OPTION D – TOTAL (3 YRS):	\$1,181,286.00	

RESOLUTION 19-81

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

WHEREAS, the Village of Thomaston heretofore has duly advertised for sealed bids for Sanitation Removal (2019-04); and

WHEREAS, one (1) sealed bid was received in response to that advertisement and such bid was duly opened October 4, 2019 and has been reviewed by Village personnel; and

WHEREAS, the Board of Trustees has received and reviewed the submitted bid and various bid collection options and terms, and the information gathered by the Village personnel;

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hereby authorizes the Mayor to choose either: "Option C", subject to clarification from Meadow Carting Corp. of an alternate pickup day for legal holidays or "Option D" for a term of 3 years, and it is further;

RESOLVED, that the Board of Trustees hereby waives any irregularities or omissions in the submitted bid, and finds that any such irregularities or omissions are immaterial, and it is further;

RESOLVED that the Board of Trustees hereby determines that Meadow Carting Corp. is lowest responsible bid substantially meeting all bid requirements; and it is further;

RESOLVED, that the Board of Trustees hereby accepts the bid of Meadow Carting Corp., subject to the Mayor's selection as authorized by the first "Resolved" paragraph of this Resolution, and it is further;

RESOLVED, that the Village Attorney is authorized to prepare the final version of the contract based on the selected collection and term options; and it is further

RESOLVED, that the contract for the Village of Thomaston Sanitation Removal (2019-04) is awarded to Meadow Carting Corp. as stated in this resolution, and the Mayor is authorized to execute any documents reasonably necessary to effectuate such award.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

Road & Parking Lot Improvements (2019-03)

The Board reviewed one (1) change order and (2) estimates from John McGowan & Sons, Inc. for additional work in conjunction with the work on Road & Parking Lot Improvements (2019-03).

RESOLUTION 19-82

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 ratifies the action of the Mayor in authorizing Change Order #1, in the amount of \$60,000, for the parking lot at Village Hall; and it is further;

RESOLVED, that Estimate Nos. 8695, in the amount of \$8,850, and 8696, in the amount of \$26,500, for additional work on Crescent Road and the steps/walkway at Village Hall are accepted; and it is further

RESOLVED, that the Mayor is authorized to direct John McGowan & Sons, Inc., to perform the work described in Estimate 8595 and Estimate 8596, to be invoiced as Change order #2 and Change Order #3, respectively.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: A

Aye

Copies of the change order and estimates are on file at the Village office.

Revised agreement from Municipal Audit Services, LLC - Rescind Resolution 19-76

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

RESOLUTION 19-83

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

WHEREAS, on September 9, 2019, the Board of Trustees adopted Resolution 19-76, authorizing the Mayor to execute an agreement with Municipal Audit Services, LLC (Attachment A) to conduct an audit of gross receipts taxes paid to the Village from various utility and telecommunications companies, and

WHEREAS, subsequent to the adoption of that resolution, and prior to the execution of the agreement, the Mayor requested a modification to paragraph 5 of said agreement for clarification purposes,

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hereby rescinds Resolution 19-76, and it is further

RESOLVED, that the Mayor is authorized to execute the revised agreement with Municipal Audit Services, LLC, on behalf of the Village.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

Upcoming Annual Audit for FYE 2/29/20

The Mayor informed the Board that the Village has received a proposed engagement letter from the Village's Auditor, Skinnon and Faber, for the audit of the financial statements of the fiscal year ended February 29, 2020. The cost for the audit will be \$9,000. The cost for last year's audit was \$8,700.

RESOLUTION 19-84

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

RESOLVED, that the Board of Trustees hereby authorizes the Mayor to execute the letter of engagement from Skinnon and Faber for the audit of the Village's financial statements for the fiscal year ended February 29, 2020

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

A copy of the engagement letter is on file in the Village Office.

Manhasset Bay Protection Committee (MBPC) annual dues

The Board reviewed a letter dated October 2, 2019 from the Manhasset Bay Protection Committee outlining a proposed 20% increase in annual dues from \$1,500 to \$1,800. The Committee has kept dues level for the past seventeen (17) years. The MBPC is headed by an executive Director and comprised of representatives from each of the fifteen (15) member municipalities. Dues are to be discussed at the next meeting of the Committee on October 17, 2019.

RESOLUTION 19-85

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

RESOLVED, that the Board of Trustees has no objections to the increases in dues as outlined in the letter from the Manhasset Bay Protection Committee dated October 2, 2019.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

A copy of the letter is on file in the Village Office.

2020 Board of Trustees Meeting Schedule

RESOLUTION 19-86

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

RESOLVED, that the Board of Trustees Meeting Schedule for 2020 (Attachment B) is hereby approved and accepted as presented.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

2020 Holiday Schedule

RESOLUTION 19-87

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

RESOLVED, that the Holiday Schedule for 2020 (Attachment C) is hereby approved and accepted as presented.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

2019/20 Budget Modifications

RESOLUTION 19-88

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

RESOLVED, that the 2019/2020 Budget Modifications as of 10/17/19 (Attachment D), are hereby accepted as presented.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye

Trustee Pang: Aye

The Mayor read the public works report.

New Business

The Mayor informed the Board that the Town of North Hempstead is considering taking legal action against the FAA regarding airplane noise within the Town. The Town of North Hempstead has asked all of the Villages located

within the Town if they interested in participating in an intermunicipal agreement with the Town and other Villages to pursue legal action against the FAA and share the cost of such action.

Following discussion of this matter, the general consensus was that the Board had no interest in pursuing this action at this time.

Deputy Mayor Sharkey reported that he had attended the budget meeting for the Manhasset Lakeville Fire District on October 15, 2019.

Vouchers

RESOLUTION 19-89

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

RESOLVED, that the vouchers, in the aggregate amount of \$111,112.53 (as itemized on the Abstract of Vouchers dated Wednesday, October 16, 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 Pang: Aye

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

Adjournment

At 8:44 p.m., there being no further business, the motion to adjourn was made by Trustee Pang, seconded by Deputy Mayor Sharkey, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland Village Administrator

INC. VILLAGE OF THOMASTON **AUDITED VOUCHERS** September 10 through October 16, 2019 Type Date Num Name Amount Check 09/17/2019 2101 NATIONAL GRID -48.83 NATIONAL GRID Check 09/17/2019 2102 -64.49 Check 09/17/2019 2103 NATIONAL GRID -76.99 Check 09/17/2019 2104 NATIONAL GRID -44.95 09/20/2019 2111 MICHAEL F. MCNERNEY ARCHITECT PLLC Check -807.50 Paycheck 09/20/2019 DD CATHERINE M PULTOIAN STEVEN G PULSCH Paycheck 09/20/2019 DD Paycheck 09/20/2019 DD DENISE M KNOWLAND Paycheck 09/20/2019 LINDA M EARLEY DD Paycheck 09/20/2019 2105 ALLAN J GRDOVICH Paycheck 09/20/2019 2106 ANTHONY J CIAPPA 2107 DAVID B DISTILLI Paycheck 09/20/2019 Paycheck 09/20/2019 2108 FRANCIS M MORRISEY Paycheck 09/20/2019 2109 **NEIL G. HICKS** Paycheck 09/20/2019 2110 WILLIAM MAZURKIEWICZ Check 09/27/2019 2112 **PSEGLI** -807.46 09/27/2019 **PSEGLI** -49.07 Check 2113 Check 09/27/2019 WATER AUTHORITY OF GREAT NECK NORTH -42.66 2114 Check 10/02/2019 2115 MICHAEL F. MCNERNEY ARCHITECT PLLC -722.50 -432.59 Check 10/04/2019 2123 **VERIZON VERIZON WIRELESS** Check 10/04/2019 2124 -89.65 Check 10/04/2019 2125 **PSEGLI** -50.30 Check 10/04/2019 2126 **PSEGLI** -10.36 Check 10/04/2019 2127 **PSEGLI** -272.17 MANHASSET-LAKEVILLE WATER DISTRICT Check 10/04/2019 2128 -16.20 10/04/2019 MEADOW CARTING CORP Check 2129 -29,519.20 Paycheck 10/04/2019 CATHERINE M PULTOIAN DD Paycheck 10/04/2019 DD DENISE M KNOWLAND Paycheck 10/04/2019 DD LINDA M EARLEY Paycheck 10/04/2019 DD STEVEN G PULSCH Paycheck 10/04/2019 2116 ALLAN J GRDOVICH Paycheck 10/04/2019 2117 CHRISTOPHER T SCHICKLER Paycheck 10/04/2019 2118 DAVID B DISTILLI 10/04/2019 2119 FRANCIS M MORRISEY Paycheck Paycheck 10/04/2019 GERALD P. UMLAUF 2120

Paycheck

Paycheck

Check

Check

Check

10/04/2019

10/04/2019

10/11/2019

10/16/2019

10/16/2019

2121

2122

EΤ

2130

2131

NEIL G. HICKS

WILLIAM MAZURKIEWICZ

GLENCO SUPPLY INC

FRANCOTYP-POSTALIA, INC.

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

-200.00

-1,584.00 -2,670.00

Check	10/16/2019	2132	N & S ELECTRIC SUPPLY INC.	-709.16
Check	10/16/2019	2133	AIR IDEAL INCORPORATED	-260.00
Check	10/16/2019	2134	HELLMAN ELECTRIC	-1,768.64
Check	10/16/2019	2135	JORDAN ASSOCIATES	-492.50
Check	10/16/2019	2136	DENTCARE DELIVERY SYSTEMS	-86.70
Check	10/16/2019	2137	OLD VILLAGE TREE SERVICE	-5,775.00
Check	10/16/2019	2138	COSTELLO'S HARDWARE	-18.47
Check	10/16/2019	2139	BLANK SLATE MEDIA LLC	-125.55
Check	10/16/2019	2140	GREAT NECK PLUMBING SUPPLY	-18.00
Check	10/16/2019	2141	OPTIMUM	-22.00
Check	10/16/2019	2142	TOWN OF NORTH HEMPSTEAD-SWMA	-2,158.05
Check	10/16/2019	2143	FELDMAN LUMBER	-90.49
Check	10/16/2019	2144	BUSINESS CARD	-2,305.62
Check	10/16/2019	2145	BUSINESS CARD	-318.14
Check	10/16/2019	2146	STAPLES CREDIT PLAN	-4.19
Check	10/16/2019	2147	VELVETOP PRODUCTS	-195.00
Check	10/16/2019	2148	GRAINGER	-388.10
Check	10/16/2019	2149	SANTELLI & SONS, INC.	-64.00
Check	10/16/2019	2150	HOME DEPOT CREDIT SERVICES	-71.48
Check	10/16/2019	2151	WATER AUTHORITY OF GREAT NECK NORTH	-1,452.00
Check	10/16/2019	2152	WINTERS BROS. HAULING OF LI, LLC	-825.00
Check	10/16/2019	2153	GENERAL WELDING SUPPLY CORP	-7.00
Check	10/16/2019	2154	MICHAEL HABERMAN ASSOCIATES, INC.	-500.00
Check	10/16/2019	2155	AMERICAN PUBLIC WORKS ASSOCIATION	-202.00
Check	10/16/2019	2156	NYS EMPLOYEES' HEALTH INSURANCE	-6,688.19
Check	10/16/2019	2157	FINE DETAILING	-250.00
Check	10/16/2019	2158	NATIONAL GRID	-65.61
Check	10/16/2019	2159	NATIONAL GRID	-33.51
Check	10/16/2019	2160	NATIONAL GRID	-48.30
Check	10/16/2019	2161	NATIONAL GRID	-36.40
Check	10/16/2019	2162	READYREFRESH BY NESTLE	-21.96
Check	10/16/2019	2163	WEX BANK	-464.55
Check	10/16/2019	2164	VOID	0.00
Check	10/16/2019	2165	MICHAEL F. MCNERNEY ARCHITECT PLLC	-595.00
Check	10/16/2019	2166	HEMPSTEAD FORD	-46,373.00
Check	10/16/2019	2167	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	-1,170.00
				111,112.53
TOTAL				- 111,112.53

<u>AGREEMENT</u>

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 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 claim recovery date referred to in §5(a). 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	MUNICIPAL AUDIT SERVICES, LLC
A village incorporated under the laws of the State of New York	
By:	By:
Name: Steven Weinberg	Name: Joseph J. Messina
Title: Mayor	Title: Managing Partner

Board of Trustees Schedule 2020

(Second Monday of each month) *except where noted

January 13, 2020 (Budget)

February 10, 2020

March 9, 2020

April 13, 2020 (Annual Organizational meeting)

May 11, 2020

June 8, 2020

July 13, 2020

August 10, 2020

September 14, 2020

October 14, 2020* Wednesday (due to Columbus Day)

November 17, 2020* Tuesday (Tax Grievance Day)

December 14, 2020

PLEASE NOTE:

This is a <u>TENTATIVE SCHEDULE</u>. Please call the Village Hall to confirm the above dates one week in advance of the scheduled meetings. Monday – Friday 9 AM – 4 PM 516-482-3110 or visit our website at www.villageofthomaston.org.

2020 HOLIDAY SCHEDULE VILLAGE OF THOMASTON

Holiday	<u>Day</u>	<u>2020</u>
New Years' Day	Wednesday	January 1
Martin Luther King, Jr.	Monday	January 20
President's Day	Monday	February 17
Memorial Day	Monday	May 25
Independence Day	Friday	July 3, observed
Labor Day	Monday	September 7
Columbus Day	Monday	October 12
Veteran's Day	Wednesday	November 11
Thanksgiving Day	Thursday	November 26
Day After Thanksgiving	Friday	November 27
Christmas Day	Friday	December 25

ATTACHMENT D

Budget Modifications as of 10-16-19				
APPROPRIATIONS	ADOPTED	As Modified 08-12-19	Proposed Modification 10-16-19	Difference
	2019-20			
A1620.2 Buildings, Equip. & Capital Outlay	\$80,000		\$170,000	\$90,000
A5110.2 Maint. of Streets & Capital Outlay	\$200,000	\$160,000	\$70,000	(\$90,000)
A8570.4a Beautification	\$65,000	\$55,000	\$45,700	(\$9,300)
A9010.8 State Retirement	\$56,725		\$66,025	\$9,300
NET INCREASE IN APPROPRIATIONS				\$0