

**VILLAGE OF THOMASTON  
100 EAST SHORE ROAD  
GREAT NECK, NY 11023  
(516) 482-3110  
FAX (516) 829-5011**

AGENDA

BOARD OF TRUSTEES  
October 16, 2019 7:30 PM

1. Approve minutes of September 9, 2019
2. Review bid results for sanitation disposal contract
3. Road & Parking Lot Improvements 2019 – Change order & estimates for additional work
4. Review revised agreement from Municipal Audit Services, LLC for audit of utility & telecommunications gross receipts
5. Review letter of engagement from Skinnon & Faber for annual audit
6. Manhasset Bay Protection Committee – review increase in annual dues
7. 2020 Board of Trustees Schedule
8. 2020 Holiday Schedule
9. Budget modifications
10. Public Works Report
11. New Business
12. Vouchers

RECEIVED BY

OCT - 4 2019 11:00 AM

DMK

Village of Thomaston

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: \$ 331,920.00, 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: \$ 342,000.00, 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: \$ 352,260.00, 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: \$ 343,920.00, 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: \$ 352,518.00, 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: \$ 361,800.00, 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: \$ 363,870.00, 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: \$ 372,960.00, 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: \$ 382,284.00, 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: \$ 384,870.00, 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: \$ 393,336.00, 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: \$ 403,080.00, 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: Oct 3 2019

Full Legal Name of Bidder: Meadow Carting Corp.

Address: 581 Dickens Street, Westbury NY 11590

Telephone: (516) 338-0121

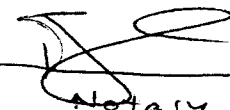
Email: ACORE@optonline.net

Authorized Signature for Bidder: 

Print Name of Authorized Signer: Evelyn Core

Title of Authorized Signer: President

Sworn to on the 3rd day  
of October 2019

  
Notary

PAUL GIVARGIDZE  
Notary Public, State of New York  
Reg. No. 02G16344033  
Qualified in Nassau County  
Commission Expires June 27, 2020

## **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 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  
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

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**SKINNON AND FABER**  
Certified Public Accountants, P.C.

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October 3, 2019

RECEIVED BY

To the Honorable Mayor and Board of Trustees of the  
Incorporated Village of Thomaston  
100 East Shore Road  
Great Neck, NY 11023

OCT - 7 2019

Village of Thomaston

We are pleased to confirm our understanding of the services we are to provide the Incorporated Village of Thomaston ("Village") for the year ended February 29, 2020. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the year ended February 29, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of the Local Government's Proportionate Share of the Net Pension Liability
4. Schedule of Local Government Contributions
5. Schedule of Changes in Net OPEB Liability and Related Ratios

**Audit Objective**

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will



America Counts on CPAs

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Website: [www.sfhcpa.com](http://www.sfhcpa.com)

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be addressed to the Mayor and Board of Trustees of the Incorporated Village of Thomaston. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash balances and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.



**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Other Services**

We will also prepare the New York State Annual Update Document (AUD) and the financial statements of the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Others**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will assist in the preparation of all cash and/or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Skinnon and Faber, CPA's, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Skinnon and Faber, CPA's, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately February 1, 2020 and to issue reports no later than July 1, 2020. Frank J. Faber, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$9,000 for the audit, including preparation of the New York State Annual Update Document (AUD). Additionally, you will be billed for any third-party costs we incur on your behalf, such as costs of your bank supplying us with confirmation of interim or year-end balances. Our invoice(s) for this fee will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Village of Thomaston and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Skinnon and Faber, CPA's, P.C.*

SKINNON AND FABER, CPA's, P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of the Incorporated Village of Thomaston.

**Management Signature:**

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**Title:**

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**Date:**

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www.ManhassetBayProtectionCommittee.org

Sarah Deonarine, Director  
15 Vanderverter Avenue  
Port Washington, NY 11050-3710  
(516) 869-7983  
mbpcExec@gmail.com

October 2, 2019

Mayor Weinberg  
Village of Thomaston  
100 East Shore Rd  
Great Neck, NY 11023

RECEIVED BY

OCT - 7 2019

Village of Thomaston

Re: *Proposed 20% increase to annual dues starting in 2020*

Dear Mayor Weinberg:

The Manhasset Bay Protection Committee is active and working on a lot of great projects that are exciting for the health and protection of the bay. Among these projects, the Committee successfully applied for two different state grants for a new Water Quality Improvement Plan and to support our annual water quality monitoring, but these large projects will put a financial strain on the Committee's budget. After maintaining the dues levels for 17 straight years, it is finally time to consider increasing the dues in 2020.

At the September 19<sup>th</sup> meeting, the Committee discussed several different scenarios and decided to pursue a 20% increase in the annual dues. This equates to each village's annual share increasing by \$300 (from \$1,500 to \$1,800). Please bring this information up with your board. The dues have not yet been adopted, but are being discussed. The next Committee meeting is on October 17<sup>th</sup>; please make arrangements to have a representative there.

At this time the overall dues break-down among the member municipalities is not up for discussion as they were set in the 2015 Inter-Municipal Agreement (IMA). However, work on the next IMA will start in 2020 and it is imperative that your municipality is active on the Committee to be involved in this process. Each member municipality has the right to appoint one representative who votes on Committee business, including dues and finalizing the IMA.

The work that will be completed is essential to the success of the Committee's goal of protecting and improving Manhasset Bay. Thank you for your continued participation in this important program.

Sincerely,

Sarah Deonarine  
Executive Director

CC Trustee Jill S. Monoson  
Denise M. Knowland

# **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 TENTATIVE SCHEDULE. 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](http://www.villageofthomaston.org).

**2020 HOLIDAY SCHEDULE**  
**VILLAGE OF THOMASTON**

<b><u>Holiday</u></b>	<b><u>Day</u></b>	<b><u>2020</u></b>
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, <i>observed</i>
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