

**MINUTES OF A REGULAR MEETING
OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF THOMASTON**

March 14, 2022

The Board of Trustees met on Monday, March 14, 2022 via videoconference 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 7:34 p.m.

Mayor Weinberg read the following statement regarding the procedures for this meeting:

“Due to public health and safety concerns related to COVID-19, and pursuant to New York State law, this meeting of the Board of Trustees is not being held in person.

The Board is meeting by videoconferencing. The meeting is being recorded and a transcription will be provided at a later date. The public has the opportunity to observe this meeting live online and to submit comments, pursuant to instructions given on the Village website and in the meeting notice.

The Village Administrator will now call the roll for attendance at this meeting by members of the Board and relevant Village staff.”

The Village Administrator called the roll.

A quorum of the Board was in attendance.

Prior to beginning the business of the meeting, Mayor Weinberg thanked Deputy Mayor Sharkey and Trustee To-on Pang for their service to the Village and the community, as this was their last regular meeting of the Board of Trustees. Mayor Weinberg summarized Deputy Mayor Sharkey and Trustee Pang’s record of service to the community as follows:

Deputy Mayor James Sharkey:

1972-1980: Volunteer Firefighter for the Manhasset-Lakeville Fire Department. Trained as a tillerman.

1980-2007: Commissioner, Manhasset-Lakeville Fire & Water District (Elected position)

2009-2010: Chair, Village of Thomaston Zoning Board of Appeals

2010-2014: Trustee, Village of Thomaston

2014-2022: Deputy Mayor, Village of Thomaston

Trustee To-on Pang:

2012-2022: Trustee, Village of Thomaston

Adoption of Minutes

RESOLUTION 22-25

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

RESOLVED, that the minutes of the Board of Trustees meeting held on February 24, 2022 are hereby approved and accepted as presented for filing.

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

Amend Employee Manual

RESOLUTION 22-26

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

RESOLVED, that the Vacation Leave portion of the Village of Thomaston Employee Manual is hereby amended to read as follows, effective as of January 1, 2022.

“VACATION LEAVE

- PURPOSE:
1. To outline vacation policy for Village employees.
 2. To assure that vacation schedules are made with full reference to the operating needs of the Village.
 3. To provide for a procedure of approval and communication.

STATEMENT OF POLICY:

Each full-time employee shall, after six (6) months of continuous service from the date of hire with the Village, accrue vacation time on the following basis:

Regular Full-Time Employees:

FIRST YEAR:

5 days following the sixth (6) month of continuous employment, provided the employee has successfully completed the probationary period.

NEXT CALENDAR YEAR THROUGH THE END OF THE CALENDAR YEAR INCLUDING THE SEVENTH (7th) ANNIVERSARY:

10 days per year

EACH SUBSEQUENT CALENDAR YEAR THROUGH THE END OF THE CALENDAR YEAR INCLUDING THE FIFTEENTH (15th) ANNIVERSARY:

15 days per year

EACH SUBSEQUENT CALENDAR YEAR:

20 days per year

Up to 5 vacation days from the preceding calendar year may be carried over to the next calendar year. Such prior year vacation days must be used by the end of the second quarter of the immediately following calendar year. Vacation days not so used will expire and will not accumulate.

Unused vacation days do not have “cash value.” At separation from service for any reason, there is no payment made for unused vacation days.

Vacation days shall be taken in increments of not less than one day. Vacations shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the department. All requests for vacation must be approved by the Department Head prior to the commencement of the requested vacation.

Part-time employees are not entitled to vacation days.

The established period for determining vacation credit will be the calendar year.

Paid holidays occurring during vacation are not charged to vacation leave.

If an employee is on leave without pay, vacation may not be taken or scheduled during the time the employee is on leave without pay.

PROCEDURE:

1. Department Heads are responsible for managing the vacation schedules in their departments and for administering the provisions of this policy.
2. Vacation approvals shall be made only when the efficiency of Village operations will not be adversely affected.
3. Unless approved by the Village Administrator or Mayor in writing, a Department Head and next ranking employee in the same department cannot take vacations at the same time.”

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

Intermunicipal Agreement with Great Neck Water Pollution Control District

The Board reviewed a proposed Intermunicipal Agreement for the purchase and use of road salt by the Great Neck Water Pollution Control District.

RESOLUTION 22-27

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

RESOLVED, that the Board hereby finds and concludes that the proposed Intermunicipal Agreement for the purchase and use of road salt by the Great Neck Water Pollution Control District is not an “Action” pursuant to SEQRA.

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

RESOLUTION 22-28

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

RESOLVED, that the Board of Trustees approves the proposed Intermunicipal Agreement, in the form attached to these minutes, between the Village of Thomaston and the Great Neck Water Pollution Control District as of January 1, 2022 for the purchase and use of road salt by the Great Neck Water Pollution Control District.

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

Consulting agreement for Village Building Official

The Board reviewed a proposed agreement for consulting services to be performed by Michael F. McNerney Architect PLLC.

RESOLUTION 22-29

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

RESOLVED, that the Mayor is authorized to execute, on behalf of the Village, the proposed consulting agreement with Michael F. McNerney Architect PLLC for consulting services to be performed with respect to Village building department applications, construction and other related matters.

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

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

Appointment of Building Inspector

The Mayor appointed Michael F. McNerney RA as Building Inspector.

RESOLUTION 22-30

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

RESOLVED, that the Board of Trustees of the Village of Thomaston hereby approves the Mayor's appointment of Michael F. McNerney RA as Building Inspector, to serve without compensation and for a term at the pleasure of the Mayor.

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

Quotation for Street Sweeper

The Board reviewed the quotation, pursuant to NYS Contract PC69050, for a Schwarze A7 Tornado vacuum sweeper on a Freightliner M2 chassis to replace the existing Schwarze street sweeper purchased in 2015.

RESOLUTION 22-31

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

RESOLVED, that the Village’s existing 2015 Autocar/Schwarze A7 sweeper, VIN 516M1DB26FH21906 (the “2015 Sweeper”), is hereby declared surplus property, and it if further

RESOLVED, that the Superintendent of Public Works is authorized to offer the 2015 Sweeper with Govdeals, Inc. for online auction for sale at a price greater than \$80,000, and it is further

RESOLVED, in the event that the sales price for the 2015 Sweeper at auction is greater than \$80,000, the Village of Thomaston, by the Mayor, is authorized to sell the 2015 Sweeper at the auction sales price, and in furtherance thereof to execute any and all documents reasonably required for such purpose, and it is further

RESOLVED, in the event that the sales price for the 2015 Sweeper at auction is not greater than \$80,000, the 2015 Sweeper shall be withdrawn from sale, and it is further

RESOLVED, that the Board of Trustees accepts the March 9, 2022 proposal from Malvese Equipment Co., Inc. for the purchase of one (1) new Schwarze A7 Tornado vacuum sweeper, for a purchase price of \$297,452, pursuant to New York State Contract PC69050, provided, however that in the event the 2015 Sweeper is not sold at auction as provided herein the

2015 Sweeper shall be transferred to Malvese Equipment Co., Inc. as a trade-in and such purchase price shall be reduced by the trade in value of \$80,000 offered by Maltese Equipment Co., Inc., and it further

RESOLVED, that the Village Administrator is authorized to prepare and issue a purchase order to Malvese Equipment Co, Inc. for a Schwarze A7 Tornado vacuum sweeper at a purchase price in accordance with the foregoing March 9, 2022 terms of purchase quote and the foregoing terms and conditions, and it is further

RESOLVED, that the Superintendent of Public Works is authorized to sign said purchase order, and it is further

RESOLVED, that the Mayor hereby is authorized to execute on behalf of the Village any and all documents reasonably necessary to effectuate the transfer of the 2015 Sweeper and the purchase of the new Schwarze A7 Tornado vacuum sweeper, as authorized by this resolution.

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

2021/22 Budget Modifications

RESOLUTION 22-32

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

RESOLVED, that the following 2021/22 Budget Modifications as of February 28, 2022 are hereby accepted as presented:

Budget Modifications as of 2/28/22	ADOPTED	Proposed Modification	Difference
	2021-22	As of 2/28/22	
SHARED SERVICES BUILDING			
A1620.2 Buildings, Equip. & Capital Outlay	\$18,000	\$15,300	(\$2,700)
A1620.4b Contract Expense	\$7,000	\$9,700	\$2,700
A8160.4a Contract Refuse	\$385,000	\$406,372	\$21,372
A8160.4b Incinerator	\$30,000	\$18,551	(\$11,449)
A8570.4a Beautification	\$25,000	\$15,077	(\$9,923)
Change in Appropriations:			\$0

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

2022/23 Budget Modifications

RESOLUTION 22-33

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

RESOLVED, that the following 2022/23 Budget Modifications as of March 14, 2022 are hereby accepted as presented:

Budget Modifications as 3/14/22	ADOPTED 2022/23	Proposed Modification 3/14/22	Difference
CLERK-TREASURER			
A1325.4d Misc.	\$6,750	\$6,550	(\$200)
ELECTION			
A1450.4 Contract Expense	\$2,400	\$2,600	\$200
Change in Appropriations:			\$0

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

The Mayor summarized the recent activities of the Department of Public Works.

Vouchers

RESOLUTION 22-34

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

RESOLVED, that the vouchers, in the aggregate amount of \$73,667.79 (as itemized on the Abstract of Vouchers dated Monday, March 14, 2022), are hereby approved for payment, all allocated to the General Fund.

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

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

Adjournment

At 8:24 p.m., there being no further business, a motion to adjourn was made by Deputy Mayor Sharkey, seconded by Trustee Pang, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland
 Village Administrator

**INC. VILLAGE OF THOMASTON
AUDITED VOUCHERS**

February 15 through March 14, 2022

Type	Date	Num	Name	Amount
Check	02/18/2022	ACH	MICHAEL F. MCNERNEY ARCHITECT PLLC	-1,380.00
Check	02/18/2022	3548	PSEGLI	-600.46
Check	02/18/2022	3549	PSEGLI	-153.24
Check	02/24/2022	ET	FRANCOTYP-POSTALIA, INC.	-250.00
Check	03/02/2022	3550	VERIZON	-112.07
Check	03/04/2022	ACH	MICHAEL F. MCNERNEY ARCHITECT PLLC	-1,696.25
Check	03/04/2022	3553	VERIZON WIRELESS	-139.23
Check	03/04/2022	3554	PSEGLI	-11.78
Check	03/04/2022	3555	PSEGLI	-361.04
Check	03/07/2022	3556	MANHASSET-LAKEVILLE WATER DISTRICT	-22.95
Check	03/08/2022	3557	PSEGLI	-60.08
Check	03/08/2022	3558	OPTIMUM	-22.00
Check	03/14/2022	3559	VOID	0.00
Check	03/14/2022	3560	VOID	0.00
Check	03/14/2022	3561	NYCOM	-1,550.00
Check	03/14/2022	3562	NYCOM	-25.00
Check	03/14/2022	3563	TOWN OF NORTH HEMPSTEAD	-1,800.00
Check	03/14/2022	3564	INTERNATIONAL CODE COUNCIL, INC.	-145.00
Check	03/14/2022	3565	EDGE ELECTRONICS, INC.	-21.30
Check	03/14/2022	3566	NATIONAL FIRE & SAFETY SOLUTIONS, INC	-752.00
Check	03/14/2022	3567	MICHAEL HABERMAN ASSOCIATES, INC.	-6,125.00
Check	03/14/2022	3568	VOID	0.00
Check	03/14/2022	3569	W.B. MASON CO., INC.	-21.93
Check	03/14/2022	3570	BLANK SLATE MEDIA , LLC	-296.05
Check	03/14/2022	3571	GENERAL WELDING SUPPLY CORP	-7.50
Check	03/14/2022	3572	PARAMOUNT PEST MANAGEMENT	-225.00
Check	03/14/2022	3573	WEX BANK	-904.48
Check	03/14/2022	3574	TOWN OF NORTH HEMPSTEAD-SWMA	-1,675.52
Check	03/14/2022	3575	GENERAL CODE	-1,195.00
Check	03/14/2022	3576	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	-4,686.05
Check	03/14/2022	3577	LI SOFTWARE SOLUTIONS, INC	-595.00
Check	03/14/2022	3578	MEADOW CARTING CORP	32,778.00
Check	03/14/2022	3579	FINE DETAILING	-200.00
Check	03/14/2022	3580	NYS EMPLOYEES' HEALTH INSURANCE	-7,854.56
Check	03/14/2022	3581	LIFFCO INC. POWER EQUIPMENT	-312.34
Check	03/14/2022	3582	ATLANTIC SALT	-3,279.69
Check	03/14/2022	3583	COSTELLO'S HARDWARE	-150.28

	Check	03/14/2022	3584	BUSINESS CARD	-64.45
	Check	03/14/2022	3585	BUSINESS CARD	-333.29
	Check	03/14/2022	3586	JENNIFER DEVLIN	-805.00
	Check	03/14/2022	3587	VOID	0.00
	Check	03/14/2022	3588	MINUTEMAN PRESS	-432.61
	Check	03/14/2022	3589	IMPACT FIRE SERVICES LLC	-180.25
	Check	03/14/2022	3590	WATER AUTHORITY OF GREAT NECK NORTH	-44.37
	Check	03/14/2022	3591	WINTERS BROS. HAULING OF LI, LLC	-600.00
	Check	03/14/2022	3592	HELLMAN ELECTRIC	-180.00
	Check	03/14/2022	3593	NATIONAL GRID	-561.12
	Check	03/14/2022	3594	NATIONAL GRID	-757.63
	Check	03/14/2022	3595	NATIONAL GRID	-300.27
					-
					73,667.79
					-
	TOTAL				73,667.79

INTERMUNICIPAL AGREEMENT BETWEEN
GREAT NECK WATER POLLUTION CONTROL DISTRICT
AND VILLAGE OF THOMASTON

AGREEMENT made as of the 1st day of January, 2022, between the Village of Thomaston, a municipal corporation having offices at 100 East Shore Road, Great Neck, New York 11023 (the "Village") and the Great Neck Water Pollution Control District, a special district within the Town of North Hempstead having offices at 236 East Shore Road, Great Neck, New York 11023 (the "District").

WHEREAS, the Village and the District desire to permit the District to purchase and use road salt from the Village's road salt storage shed (the "Use") located at 100 East Shore Road, Great Neck, NY 11023, and known as Section 2, Block 350, Lot 12, on the Nassau County Land and Tax Map; and

WHEREAS, the District intends to use such road salt for treatment of sidewalks, parking lots and roadways at the District's facilities during snow events; and

WHEREAS, residents of the Village are also residents of the District, which provides water pollution control within the Village, and other portions of the Great Neck treatment area; and

WHEREAS, the District has requested that the Village provide road salt from the Village's road salt storage shed to the District before and during snow events; and

WHEREAS, the Village wishes to cooperate with the District, and provide to the District, at the District's cost and expense, road salt stored therein by the Village for such District's own purposes as more fully set forth hereinafter; and

WHEREAS, pursuant to 6 NYCRR 617.5(c)(31), the action proposed in this agreement is a Type II action, which requires no environmental impact review; and

WHEREAS, the Village and the District desire to enter into a cooperative agreement with respect to the foregoing, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, pursuant to the provisions of Article 5G of the General Municipal Law, the parties hereto mutually covenant and agree as follows:

1. This agreement shall be effective as of January 1, 2022, and shall remain in effect indefinitely until terminated by either party by written notice to the other party, given by personal delivery or overnight delivery service, or such other means of notice to either party as such party may designate in a written notice.
2. The Village agrees to provide road salt to the District before snow events as may reasonably be required by the District, upon reasonable notice to the Village, for which the District shall

compensate the Village pursuant to the schedule annexed hereto as Exhibit A. From time to time, Exhibit A may be modified by mutual written agreement by the Village and District.

3. The District shall be responsible for all costs, fees and expenses in connection with pickup and use of the road salt.

4. The District shall indemnify and defend the Village, its officers and employees, and hold each of them harmless from and against any and all claims, suits, judgments, damages, losses, costs or expenses (including reasonable attorneys' fees) that any of them may incur for or as a result of bodily injuries (including death) or property damage which arise from or are in any way connected with the performance of this agreement, or the use of the road salt provided to the District pursuant to this agreement. At all times during which the District may have its own personnel or equipment on Village Property in connection with any activity pursuant to this agreement, the District shall maintain in full force and effect all general liability and commercial liability policies of insurance required to be provided by the District. Each such liability policy shall name the Village of Thomaston and its officers and employees as additional insured parties and shall provide for at least thirty (30) days' prior written notice to the Village of cancellation or amendment. ACORD endorsements evidencing said policies and current status shall be furnished to the Village upon request.

5. In consideration of the terms and conditions herein, the Village hereby authorizes the District and its employees and agents to enter upon Village property in the performance of this agreement, to access and pickup road salt, and to use such road salt or other similar spreads for the safe operation of vehicles upon roadways at any time, upon reasonable prior notice to the Village.

6. Each person and entity signing this agreement represents and warrants that this agreement has been duly authorized by the governing body of such entity, and that the person signing this agreement for such entity has legal authority to do so.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this agreement, in the name and on behalf of said parties, as of the day and year first above written.

VILLAGE OF THOMASTON

By: _____
Steven Weinberg, Mayor

GREAT NECK WATER POLLUTION
CONTROL DISTRICT

By: _____
Patricia Katz, Chairperson

STATE OF NEW YORK)
COUNTY OF NASSAU):

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said state personally appeared Steven Weinberg, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public
Commission Expires: _____

STATE OF NEW YORK)
COUNTY OF NASSAU):

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said state personally appeared Patricia Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public
Commission Expires: _____

EXHIBIT A

Schedule of fees and reimbursement by the Great Neck Water Pollution Control District for the purchase of road salt and fees:

Road Salt cost per ton: Current NYS contract price per ton as per the most recent invoice received by the Village of Thomaston from the NYS Contract authorized vendor. (\$71.79/ton as of February 1, 2022)

Salt will be loaded with the Village's Caterpillar Payloader. One (1) full bucket of road salt is deemed equivalent to one (1) ton.

Fee: \$50 per pickup