

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

August 8, 2022

The Board of Trustees met on Monday, August 8, 2022 at the Village Hall, 100 East Shore Road, Great Neck, New York at 7:30 p.m.

Present: Mayor Steven Weinberg, Deputy Mayor Burton Weston, Trustee Aaron S. Halpern, and Trustee Jay W. Chagrin and Trustee Karen Lynne Siegel

Absent: None

The Mayor opened the meeting at 7:35 p.m.

Approval of Minutes

RESOLUTION 22-77

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

RESOLVED, that the minutes of the Board of Trustees meeting held on July 11, 2022 are hereby approved and accepted as presented.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Weston:	Aye
	Trustee Chagrin:	Aye	Trustee Halpern:	Aye
	Trustee Siegel:	Aye		

Waiver of Subdivision Requirements - 74 Manor Drive

RESOLUTION 22-78

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

WHEREAS, it has been brought to the attention of the Village Board of Trustees, in its capacity as Planning Board for the Village, that an application has been made to the Nassau County Planning Commission for approval of a lot line adjustment at premises 74 Manor Drive, Great Neck, New York; and

WHEREAS, the said location is outside the Village of Thomaston, but within the Village's jurisdiction for approval of subdivisions; and

WHEREAS, the proposed lot line adjustment creates no new lots, and is intended to facilitate the conveyance of a portion of one existing lot to be added to an existing adjacent lot, without any change in zoning classification; and

WHEREAS, the Board of Trustees, acting as Planning Board, has reviewed and considered relevant information regarding such proposed lot line adjustment, and concludes that the adjustment will not adversely impact the Village or properties in the Village which are within the immediate vicinity of the subject property,

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees, in its capacity as the Planning Board for the Village of Thomaston, hereby ratifies and approves the issuance of a letter to the Nassau County Planning Commission, advising the Commission that the Village has no objection to the lot line adjustment application pending before the Commission for 74 Manor Drive, Great Neck, New York, and no objection to the Planning Commission waiving requirements for subdivision approval for the proposed lot line adjustment.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

Draft Solar Policy

The Board discussed a draft solar policy, prepared by the Village Attorney, to establish guidance for residential solar panel installations to facilitate the design review process by encouraging certain design characteristics deemed appropriate. Members of the Board suggested several modifications to the policy.

The Board wishing to review this further, tabled this item to the September 12, 2022 meeting.

Bill T2022A - Videoconferencing

The Board reviewed Bill T2022A (Attachment A), a local law to amend the Code of the Village of Thomaston, to authorize the use of videoconferencing for public bodies.

RESOLUTION 22-79

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

RESOLVED, that a public hearing be held on Monday, September 12, 2022 at 7:30 p.m. with respect to the proposed adoption of Bill T2022 A, entitled “A local law to amend the Code of the Village of Thomaston, to authorize the use of videoconferencing for public bodies,” and it is further

RESOLVED, that the Village Clerk is directed to publish, post and otherwise give notice of such hearing as may be required by law.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

Bill T2022B – Best Value Purchasing

The Board reviewed Bill T2022B (Attachment B), A local law to amend the Code of the Village of Thomaston in relation to purchasing goods on the basis of best value.

RESOLUTION 22-80

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

RESOLVED, that a public hearing be held on Monday, September 12, 2022 at 7:30 p.m. with respect to the proposed adoption of Bill T2022 B, entitled “A local law to amend the Code of the Village of Thomaston in relation to purchasing goods on the basis of best value,” and it is further

RESOLVED, that the Village Clerk is directed to publish, post and otherwise give notice of such hearing as may be required by law.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

Bid for Sanitation Collection

RESOLUTION 22-81

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

RESOLVED, that the Board of Trustees approves the proposed contract, bid form and legal notice, and it is further

RESOLVED, that the Village Administrator is directed to publish and post the legal notice, to be published on September 7, 2022, soliciting sealed bids for Sanitation Collection for the period from November 1, 2022 through October 31, 2023 and for two additional one-year periods from November 1, 2023 through October 31, 2024, and November 1, 2024 through October 31, 2025, in the Village's official newspaper (Great Neck Record).

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

A copy of the bid package is attached to these minutes

Tree Removal Estimates

RESOLUTION 22-82

The Board viewed two (2) quotes for removal of one (1) dead Village tree (Oak) located on Shoreward Drive at the intersection of Longview Place:

Old Village Tree Service	\$3,250
Rafael Landscaping & Construction	\$4,100

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

RESOLVED, that the Board of Trustees hereby accepts the quotation of Old Village Tree Service, dated July, 21, 2022, in the amount of \$3,250.00 for removal of one (1) dead oak tree located on Shoreward Drive at Longview Place.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

RESOLUTION 22-83

The Board reviewed two (2) quotes for removal of one (1) dead Village tree (Oak) located in front of 10 Brompton Road:

Old Village Tree Service	\$6,550
Rafael Landscaping & Construction	\$7,250

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

RESOLVED, that the Board of Trustees hereby accepts the quotation of Old Village Tree Service, dated April, 18, 2022, in the amount of \$6,550.00 for removal of one (1) dead Village tree (oak) located in front of 10 Brompton Road.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Abstain
Trustee Siegel: Aye

RESOLUTION 22-84

The Board reviewed two (2) quotes for removal of a total of six (6) dead Village trees (Ash) on Schenck Avenue and Shoreward Drive:

Old Village Tree Service	\$11,250
Rafael Landscaping & Construction	\$12,750

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

RESOLVED, that the Board of Trustees hereby accepts the quotation of Old Village Tree Service, dated July 5, 2022 in the amount of \$11,250 for removal of six (6) dead Village trees (Ash) located at the following locations: Two (2) trees at 185 Schenck Avenue; two (2) trees at 213 Schenck Avenue; one (1) tree at Shoreward Drive and Ardsley Place; one (1) tree at Shoreward Drive and Ardsley Place; one (1) tree at Shoreward Drive & Garden Street.

The vote on this resolution was:

Mayor Weinberg:	Aye	Deputy Mayor Weston:	Aye
Trustee Chagrin:	Aye	Trustee Halpern:	Aye
Trustee Siegel:	Aye		

RESOLUTION 22-85

The Board reviewed two (2) quotes for removal of a total of twenty-two (22) dead Village trees (Ash) and trimming of one (1) Village tree at various locations in the Village:

Old Village Tree Service	\$32,650
Rafael Landscaping & Construction	\$34,200

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

RESOLVED, that the Board of Trustees hereby accepts the quotation of Old Village Tree Service, dated July 5, 2022 in the amount of \$32,650 for removal of twenty-two (22) dead Village trees (Ash) and one (1) tree to be trimmed located at the following locations: Six (6) trees on Hillpark Avenue; four (4) trees on Overlook Avenue; four (4) trees on Schenck Avenue; one (1) tree at Shoreward Drive and Gilchrest Road; one (1) tree at Shoreward Drive & Crescent Road; five (5) trees at 232 Shoreward Drive; one (1) tree at 9 Pont Street; one (1) tree trimmed at 9 Pont Street.

The vote on this resolution was:

Mayor Weinberg:	Aye	Deputy Mayor Weston:	Aye
Trustee Chagrin:	Aye	Trustee Halpern:	Aye
Trustee Siegel:	Aye		

2022/23 Budget Modifications

RESOLUTION 22-86

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

RESOLVED, that the following 2022/23 Budget Modifications as of August 8, 2022 are hereby accepted as presented:

Budget Modifications as 8/8/22	ADOPTED	Proposed Modification	Difference
	2022/23	8/8/2022	
SPECIAL ITEMS			
A1990.4 Contingent Account	\$93,000	\$68,000	(\$25,000)

STREET MAINTENANCE			
A5110.4i Engineering	\$25,000	\$5,000	(\$20,000)
SHADE TREES			
A8560.4 Contract Expense	\$25,000	\$70,000	\$45,000
Change in Appropriations:			\$0

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

Deposit Refunds

Trustee Halpern recused himself for this resolution.

RESOLUTION 22-87

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

RESOLVED, that refunds, in the aggregate amount of \$2,266.51 (as itemized on the Abstract of Refunds dated Monday, August 8, 2022), are hereby approved for payment, all allocated to the General Fund.

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

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Weston: Aye
Trustee Chagrin: Aye Trustee Siegel: Aye

Vouchers

RESOLUTION 22-88

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

RESOLVED, that vouchers, in the aggregate amount of \$76,156.38 (as itemized on the Abstract of Vouchers dated Monday, August 8, 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 Weston: Aye
Trustee Chagrin: Aye Trustee Halpern: Aye
Trustee Siegel: Aye

Adjournment

At 9:22 p.m., there being no further business, a motion to adjourn was made by Trustee Siegel, seconded by Trustee Halpern, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland
Village Administrator

VILLAGE OF THOMASTON					
AUDITED REFUNDS					
July 12 through August 8, 2022					
Type	Date	Num	Name	Amount	
Check	08/08/2022	1020	RONGOBO WU	-1,056.48	
Check	08/08/2022	1021	TIMOTHY LEWIS	-1,210.03	
	08/08/2022		AARON HALPERN	0.00	
				-2,266.51	
TOTAL				-2,266.51	

VILLAGE OF THOMASTON**AUDITED VOUCHERS**

July 12 through August 8, 2022

Type	Date	Num	Name	Amount
Check	07/18/2022	3799	NATIONAL GRID	-80.98
Check	07/18/2022	3800	NATIONAL GRID	-40.66
Check	07/18/2022	3801	NATIONAL GRID	-45.54
Check	07/18/2022	3802	NATIONAL GRID	-67.41
Check	07/18/2022	3803	WATER AUTHORITY OF GREAT NECK NORTH	-44.37
Check	07/18/2022	3804	VERIZON	-111.61
Check	07/20/2022	3805	PSEGLI	-861.36
Check	07/20/2022	3806	PSEGLI	-61.75
Check	07/22/2022	3808	PSEGLI	-65.34
Check	08/01/2022	3809	VERIZON	-113.21
Check	08/01/2022	3810	VERIZON WIRELESS	-79.74
Check	08/05/2022	DD	MICHAEL F. MCNERNEY ARCHITECT PLLC	-2,062.50
Check	08/08/2022	3812	OLD VILLAGE TREE SERVICE	12,450.00
Check	08/08/2022	3813	BEE READY FISHBEIN HATTER & DONOVAN, LLP	-243.75
Check	08/08/2022	3814	W.B. MASON CO., INC.	-7.90
Check	08/08/2022	3815	JORDAN ASSOCIATES	-3,301.30
Check	08/08/2022	3816	WINTERS BROS. HAULING OF LI, LLC	-600.00
Check	08/08/2022	3817	EDMER SANITARY SUPPLY CO.,INC.	-99.40
Check	08/08/2022	3818	COSTELLO'S HARDWARE	-113.70
Check	08/08/2022	3819	GARY MUHLSTOCK	-500.00
Check	08/08/2022	3820	STORR TRACTOR COMPANY	-2,108.24
Check	08/08/2022	3821	WEX BANK	-1,076.95
Check	08/08/2022	3822	LIFFCO INC. POWER EQUIPMENT	-48.00
Check	08/08/2022	3823	GENERAL WELDING SUPPLY CORP	-7.50
Check	08/08/2022	3824	STAPLES	-20.23
Check	08/08/2022	3825	BUSINESS CARD	-882.70
Check	08/08/2022	3826	BUSINESS CARD	-168.15
Check	08/08/2022	3827	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	-3,570.00
Check	08/08/2022	3828	AUTO BARN	-473.06
Check	08/08/2022	3829	FINE DETAILING	-250.00
Check	08/08/2022	3830	JENNIFER DEVLIN	-388.25
Check	08/08/2022	3831	HOME DEPOT CREDIT SERVICES	-483.76
Check	08/08/2022	3832	GREAT NECK PLUMBING SUPPLY	-28.95
Check	08/08/2022	3833	STAPLES CREDIT PLAN	-407.20
Check	08/08/2022	3834	OPTIMUM	-22.00
Check	08/08/2022	3835	PSEGLI	-11.79
Check	08/08/2022	3836	PSEGLI	-286.69
Check	08/08/2022	3837	THE RAY-BLOCK STATIONERY CO., INC.	-24.95

Check	08/08/2022	3838	TOWN OF NORTH HEMPSTEAD-SWMA	-3,399.98	-
Check	08/08/2022	3839	MEADOW CARTING CORP	33,590.00	-
Check	08/08/2022	3840	MANHASSET-LAKEVILLE WATER DISTRICT	-16.20	-
Check	08/08/2022	3841	NYS EMPLOYEES' HEALTH INSURANCE	-7,854.56	-
Check	08/08/2022	3842	DENTCARE DELIVERY SYSTEMS	-86.70	-
				76,156.38	-
TOTAL				76,156.38	-

Bill T 2022A.

A local law to amend the Code of the Village of Thomaston, to authorize the use of videoconferencing for public bodies.

Section 1. The Code of the Village of Thomaston is hereby amended, by adding thereto a new Article, to be Article 51, to read as follows:

“Article 51. Videoconferencing of Meetings of Public Bodies.

§51-1. Legislative Intent

It is the intent of this Article to authorize all public bodies of the Village of Thomaston to conduct meetings consistent with the videoconferencing provisions of Public Officers Law § 103-a, the provisions of this Article, and the videoconferencing polices adopted by the Village Board of Trustees.

§51-2. Authority

This local law is adopted pursuant to Public Officers Law § 103-a, which expressly authorizes the Board of Trustees to adopt local legislation, authorizing the use of videoconferencing.

§51-3. Definitions. As used in this article, the following terms shall have the meaning indicated:

- A. Public Body. Any public body of the Village of Thomaston, as defined in Public Officers Law Article 7.
- B. Videoconferencing. A means of conducting a meeting of a public body as authorized by Public Officers Law Article 7.
- C. Public meeting. Any meeting of a public body which is required to be open to the public pursuant to the Open Meetings Law, but not including any portion of such meeting from which the public may be excluded as permitted by law.
- D. Minutes. The minutes of a meeting as defined in Public Officers Law Article 7.
- E. Open Meetings Law. Public Officers Law Article 7
- F. Freedom of Information Law. Public Officers Law Article 6.
- G. Present at a meeting. Physically present at a meeting location, or present by videoconference, except where otherwise provided in this article.

§51-4. Use of Video Conferencing for Meetings of Public Bodies.

All public bodies of the Village of Thomaston are authorized to use videoconferencing when conducting meetings of such public bodies, subject to the following:

- A. A quorum of the members of the public body must be physically present at the meeting in one or more physical locations at which members of the public are permitted to attend the meeting. Members of the public body who are not present at a physical location at which members of the public are permitted to attend shall not be included in determining whether

there is a quorum of the body present, but may participate and vote if a quorum of members are physically present at one or more locations open to public attendance.

B. In order to participate in, and vote at, a videoconference meeting, members of the public body must be physically present at one or more of the meeting location(s) at which the public is permitted to attend in person, except that a member of the public body may attend, participate and vote without being physically present where such member is unable to be physically present due to extraordinary circumstances. Any member participating in a meeting of a public body without being physically present shall not be included in any quorum of the public body, unless expressly otherwise provided by law.

(1) "Extraordinary circumstances" as used in this article shall mean and include any disability or illness, caregiving responsibilities, or any significant or unexpected factor or event that precludes a member of the public body from being physically present at such meeting.

(2) The existence of extraordinary circumstances in any instance shall be approved by the presiding officer of the public body, and only after a written request from the member claiming such circumstances. No such written request shall be approved unless received by the presiding officer and the clerk of the public body by mail, personal delivery, or electronic mail at least seventy-two (72) hours prior to the scheduled time for the meeting. The approval of any such request shall be given no later than twelve (12) hours prior to the scheduled time for the meeting, and shall be given to the member requesting such approval and the other members of the public body by personal delivery or electronic mail as expeditiously as feasible under the circumstances.

(a) Notwithstanding the provisions of this section, where a written request to approve an extraordinary circumstance demonstrates that the extraordinary circumstance claimed by any member of a public body first arose, or the member of the public body first became aware of such circumstance, no more than seventy-two (72) hours prior to the scheduled time for the meeting, the presiding officer of such body may grant a written approval for such member to attend and participate. Copies of such written request and approval shall be filed with the clerk of the body, and the details announced at the meeting.

C. Except in the case of executive sessions conducted pursuant to Public Officers Law § 105, or as otherwise expressly provided by law, members of the public body present and participating at a meeting by video conference must be able to be heard, seen, and identified at all times while such member is present, including but not limited to any motions, proposals, resolutions, and any other matter discussed or voted upon. Except in the case where excused by the presiding officer for good cause, each member of the body participating in person at a meeting or portion of a meeting open to public attendance shall be identified by use of placards physically placed in front of such member and reasonably visible to the public, and each member of the body participating by video conference from a location not

open to the public shall be identified by such member's full first and last name appearing on their videoconferencing screen.

- D. The minutes of meetings conducted in whole or in part by videoconferencing shall include which, if any, members of the public body participated using videoconferencing technologies.
- E. Any public meeting at which videoconferencing is used shall be recorded, and such recordings shall be posted to or linked on the Village website within five business days after the close of the meeting, and remain so posted to or linked on the website for a minimum of five years thereafter. Transcriptions of any such recordings shall be available upon request pursuant to the Freedom of Information Law, and any person requesting such transcription shall be responsible to pay or reimburse the Village for copies of such transcriptions as permitted by the Freedom of Information Law.
- F. The public notice for any meeting at which video conferencing will be used for attendance and participation of one or more members of the public body shall be given as provided in the Open Meetings Law, and shall include the following information in addition to any other information required by law:
 - i. a statement that videoconferencing will be used,
 - ii. the physical locations where any member of the public body will be physically present or attending by videoconferencing and where the public is permitted to attend in person, but not including any location at which a member of the public body is attending under extraordinary circumstances.
 - iii. any other locations, including electronic link information, where members of the public may attend in person, or view and/or participate in such meeting via videoconference.
 - iv. the date and time, and location (physical or electronic), at which documents and records for the meeting will be posted or available as required by law.
- G. Except with respect to portions of any meeting from which the public may be excluded, members of the public shall be permitted to view the video broadcast of any meeting using videoconferencing simultaneously when the meeting is conducted. This provision shall not be construed to require video broadcasting of any meeting where not required by law
- H. At any meeting or portion of a meeting at which public comment or participation is authorized, or required by law, members of the public shall be able to participate in the proceedings using videoconference technologies in real time and with the same opportunities for public participation or testimony as in-person participation or testimony.

§51-5. Emergency Meetings. Each public body may conduct meetings entirely by videoconference, with no in-person requirement, provided that:

- A. A state of emergency has been declared by the Governor of the State of New York pursuant to Executive Law § 28, or
- B. A local state of emergency has been declared by the Chief Executive Officer of the Village pursuant to Executive Law § 24, and the presiding officer of the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.
- C. Whenever a public body invokes the emergency exception as defined in this section, and takes action at such meeting without allowing members of the public to be physically present, at the next succeeding meeting of the public body at which the public is permitted to attend, the public body shall acknowledge the previous such emergency meeting(s) and summarize any action(s) taken thereat. Minutes of each emergency meeting shall be made available pursuant to the requirements of Public Officers Law § 106.

§51-6. Additional Rules. Each public body, acting by resolution at a duly convened public meeting, may adopt additional rules and regulations for the conduct of its meetings, provided, however, that no such rule or regulation shall be inconsistent with (a) any law applicable to such public body, (b) this article, or (c) any local law, rule, regulation or resolution adopted by the Village Board of Trustees. Nothing in this section shall be construed to limit the authority of the Board of Trustees to adopt any local law, rule, regulation or resolution applicable to the meetings of the Board of Trustees or any other public body of the Village.”

Section 2. Severability. If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 3. Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

Bill T 2022B A local law to amend the Code of the Village of Thomaston in relation to purchasing goods on the basis of best value.

Section one. The Code of the Village of Thomaston is hereby amended, by adding thereto a new article, to be Article 145, to read as follows:

“Article 145. Purchasing.

“§145-1. Purchasing goods by best value.

A. Purpose. The Board of Trustees of the Village of Thomaston hereby finds that contracts for the procurement of goods required by law to be awarded by competitive bidding should be awarded in a manner that assures the most prudent and economical use of public monies and guards against favoritism, extravagance, fraud and corruption. The Board finds further that, while the lowest responsible bidder method has long been the accepted method of awarding such contracts, that method may not always offer the most cost-effective or efficient option in the long-term. Accordingly, the Board wishes to exercise its authority pursuant to Section 103 of the General Municipal Law to permit the Village to utilize the best value standard of procurement, as an alternative to lowest responsible bidder, on appropriate contracts for the procurement of goods.

B. Standard for award of purchase contracts to other than the lowest responsible bidder. For purposes of this chapter, "best value" shall have the meaning provided in § 163(1)(j) of the State Finance Law, as amended from time to time. All bid offerings advertised by the Village for the purchase of goods and related service work shall be issued on the basis of lowest responsible bidder unless the Board of Trustees or the Village Administrator authorizes the use of the best value standard. Best value shall not be available for award of purchase contracts needed for the completion of a public works contract.

C. Notice. In each instance in which the best value standard is to be used, the required bid advertisement shall include notice to all prospective bidders that the purchase contract will be awarded on the basis of best value rather than based upon the standard of lowest responsible bidder. No such notice shall be required where the Village is authorized by law to purchase goods without being required to advertise for competitive bids, and the Village may accept a proposal for such purchase on the basis of best value without giving prior notice.

D. To the extent reasonably practicable, proposals for purchase contracts in excess of \$20,000 shall be evaluated, documented and awarded in the same manner and to the same extent as provided in the then current Village Procurement Policy with respect to purchases which are not subject to competitive bidding.”

Section two. This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.

INVITATION FOR BIDS
VILLAGE OF THOMASTON - SANITATION REMOVAL - 2022

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 September 30, 2022 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, 2022 through October 31, 2023, and for two additional one-year option periods from November 1, 2023 through October 31, 2024, and November 1, 2024 through October 31, 2025.

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 - 2022", 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 7, 2022

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

BID FORM - VILLAGE OF THOMASTON

SANITATION REMOVAL CONTRACT — 2022-2

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:

SIDE/REAR PICKUP AND RETURN OF CONTAINERS THREE TIMES PER WEEK:

REQUIRED BID — YEAR 1: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____
for the period November 1, 2022 through October 31, 2023.

REQUIRED BID — YEAR 2: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____
for the additional period November 1, 2023 through October 31, 2024.

REQUIRED BID — YEAR 3: The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sum: \$ _____
for the additional period November 1, 2024 through October 31, 2025.

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: _____

THIS AGREEMENT, made as of November 1, 2022 by and between the INCORPORATED VILLAGE OF THOMASTON, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York and having its office at 100 E. Shore Road, Great Neck, New York (hereinafter referred to as the "Village") and _____, a New York _____, with offices at _____ (hereinafter referred to as the "Contractor"):

WITNESSETH:

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

This contract shall commence as of November 1, 2022 and shall continue to and including October 31, 2025. If the said term of this contract shall exceed one year, the Village shall have the option to terminate this contract at the end of the first year of such term. Such termination shall be effective by written notice from the Village to the Contractor, given at least thirty (30) days prior to the end of the first year of such term, and in the event such notice is given, the Village shall be liable to the Contractor only for such sums as shall be due pursuant to this contract for the services of the Contractor in the first year of this contract.

The Contractor shall collect, remove and dispose of all Garbage, Rubbish, Leaves, Refuse, and other waste materials from all dwellings and apartment houses and other buildings located within the corporate limits of the Village of Thomaston. (a) The term "Garbage" as used in this contract shall be deemed to include any animal or vegetable refuse and waste matter, dead animal weighing not more than ten pounds, carrion, offal, swill, and similar materials.

(b) The terms "Refuse" and "Rubbish" as used in this contract shall be deemed to include any and all materials of a generally noncombustible nature including stone, brick, sand, gravel, plaster, metals, glass, leather and similar materials of a non-decaying nature, and all materials of a generally combustible nature not included under the term "Garbage", such as leaves, tree trimmings, hedge-trimmings, hedge-clippings, grass clippings, boxes, barrels, baskets, weeds, garden-clippings, rags, paper, furniture, household and personal articles of every description (including appliances and furniture), clothes, shoes, bedding, and all materials generally considered as business or "trade waste" and similar materials.

(c) The Contractor shall collect and dispose of such Garbage and Rubbish (1) on each Monday, Wednesday and Friday in that part of the Village south of Schenck Avenue, and (2) on each Tuesday, Thursday, and Saturday in the remaining part of the Village.

(d) In addition, if notified in advance by the Village or a resident, the Contractor, without any additional charge, shall collect and dispose of (a) one (1) large item over fifty (50) pounds, from the outside of each building or residence in the Village, but no more than one such item from any such building or residence in any one week, (b) newspapers for recycling which have been bundled and securely tied and placed at the curb for collection on a schedule to be directed by the Village but not more frequently than once a week from any location, and (c) recyclables (plastic, metal and glass) placed in appropriate bins curb side once a week on Thursdays throughout the Village. (d) the Contractor shall lawfully dispose of all materials collected in the Village pursuant to this agreement at such location(s) as may be designated by the Village.

The Contractor shall collect from each and every building within the presently existing boundaries of the Village, such boundaries being as set forth on the official Village Map, all Garbage, Rubbish, Refuse, leaves on every collection day, except such materials as shall be

collected as provided in paragraph 2(d) hereof. No collections shall be made on Sundays or on any day which shall be a legal holiday in the State of New York, but when the regular collection day falls on such legal holiday, the collection not made on the holiday shall be made the following regular scheduled collection day. All collections shall be made between the hours of 7:30 a.m. and 4:00 p.m. Notwithstanding the foregoing, in no event whatever shall any building be without collection for more than 72 consecutive hours.

The obligation of the Contractor to remove and dispose of Garbage, Rubbish, Refuse and leaves, as in this agreement provided, shall be and hereby is limited as follows:

In respect of any one family or two family dwelling building, the Contractor is not required to remove and dispose of Garbage in excess of one hundred (100) pounds per week per building, or in addition thereto, Rubbish and leaves and Refuse in excess of one hundred fifty (150) pounds per week per building.

In respect of any multiple residence (three or more families), the Contractor is not required to remove and dispose of Garbage, Rubbish, Refuse and leaves in excess of fifty (50) pounds per week per family unit resident in the apartment building. A family unit is deemed to consist of one or more persons occupying an apartment or suite of rooms having cooking and other housekeeping facilities.

In respect of each of all other premises in the Village not used entirely for residential purposes but used in whole or in part for business, governmental, commercial or industrial purposes, including restaurants, hotels, rooming houses, lodging houses, stores, gasoline and service stations and farm stands and other uses, the Contractor is not required to remove and dispose of Garbage in excess of one hundred (100) pounds per premises per week, nor in addition thereto, Rubbish and Refuse in excess of one hundred fifty (150) pounds per premise per week.

This agreement is entered into based, in part, on a residential municipal solid waste disposal rate of \$91.67 per ton currently charged by the Town of North Hempstead for residential garbage. If, at any time during the term of this contract, the charge or fee to the Contractor for disposal of Garbage and Refuse, whether charged by the Town of North Hempstead or by any other entity or facility to which the Contractor transports Garbage and Refuse collected pursuant to this contract, as may be directed by the Village, is greater or lesser than such rate, then for the period of time that such greater or lesser rate shall be in effect, the contract price hereof shall be reduced or increased by \$183 per month for every \$1.00 per ton by which the charge or fee shall be greater or lesser than such amount, with a proportionate adjustment for any reduction or increase which is a fraction of such \$1.00 per ton. The provisions of this paragraph shall apply irrespective that there may be an increase or decrease of the tonnage of Garbage and Refuse removed from the Village by the Contractor during the term of this contract. The Contractor will certify to the Village on a monthly basis, on a form approved by the Village, as to the volume (tonnage) of Garbage and Refuse collected from the Village for each scheduled collection in the previous month.

The receptacles containing Garbage, Rubbish or Refuse shall be taken by the Contractor from the place where such receptacles are regularly kept by the owner or occupant of the building (i.e. side or rear door) and emptied into the Contractor's vehicles, and thereafter the empty receptacles shall be replaced by the Contractor, right side up, with the lids replaced, in the place where such receptacles are regularly kept by the owner or occupant of the building from which they were taken. Recyclable materials shall be taken by the Contractor curbside, as provided in Section 28 hereof.

The Contractor shall load all Garbage, Rubbish and Refuse so collected on motor trucks and, shall transport such Garbage, Rubbish and Refuse from and out of the Village for incineration or other disposal, and the Contractor shall supply, at its own cost and expense, such incineration service or dumping places as may be necessary and proper to the effectual disposition of such Garbage, Rubbish and Refuse outside the limits of the Village. The cost of incineration or such other disposition shall be paid promptly by the Contractor to the end that the Village shall not be subject to any embarrassment in connection with the removal of such Garbage, Rubbish and Refuse from the Village.

(a) the Contractor shall provide late model, state-of-the art equipment for performance of this contract, and shall provide the Village evidence by model and year of such equipment that the equipment complies with all current government regulations. The Contractor shall provide sufficient quantities of equipment to provide for down-time and other incidental operational constraints which may occur in order that service on each scheduled day shall be uninterrupted.

(b) all motor trucks used shall have water-tight bodies and shall be so constructed as to prevent dripping of liquids in the streets, and shall be furnished with proper and suitable canvas, wood, or metal top or other covering approved by the Village. Motor trucks shall be of the pit-type body, as specified or approved by the Department of Health of Nassau County, or any other municipal agency or body having jurisdiction.

(c) materials collected shall be so handled by the Contractor as to prevent spilling. In no case shall the Contractor overload any vehicle or permit Garbage, Rubbish or Refuse to fall there from or from collected receptacles to the roadway, or elsewhere. In the event of any such material is spilled or dropped in handling or in transportation, the same shall be picked up, cleaned up and removed immediately by the Contractor.

(d) all vehicles used by the Contractor in the performance of this contract shall be separately numbered and kept in good order and repair and painted, cleaned and disinfected to the satisfaction of the Village and of the Department of Health of Nassau County, and any other governmental agency having jurisdiction. The Contractor shall thoroughly disinfect such vehicle used by it to perform this contract by sprinkling the same with lime or other disinfectant approved by the Village after such load is disposed of and shall at all times keep such vehicles in a clean and sanitary condition.

The Contractor, at its own cost and expense shall provide all necessary and proper agents, employees, and equipment for the full, prompt and efficient performance of this contract. The Contractor shall provide a full-time in-field operations supervisor on each and every collection day under this contract. The Contractor shall also maintain and staff an office and vehicle storage, repair and maintenance facility which will be equipped with a telephone, which shall be answered by an employee of the Contractor between the hours of 8 a.m. and 4 p.m., Monday through Friday (except holidays) and by answering machine at all other times. A written log of calls received shall be maintained by the Contractor, which shall include at least the name and address of the caller, the time of the call, and the Contractor's response, and which shall be available for inspection by the Village upon request.

(a) Upon request from the Village, the Contractor shall supply the Village with a list of the names and addresses of all agents and employees who operate vehicles for the Contractor in the performance of this contract, and copies of the current drivers' licenses for such persons. The Contractor shall not permit any such person to operate a motor vehicle in the performance of this agreement if the

Village finds the qualifications or performance of such individual to be unsatisfactory for such purpose.

The Contractor shall comply with all requirements of Federal, State and municipal laws and the laws, rules, regulations and ordinances of the Town of North Hempstead and of the Village, and when requested, shall furnish the Village with appropriate evidence of such compliance. The Contractor at all times shall comply with any and all rules, regulations and orders of any health department, health officer, Board of Trustees, official of the Village, or any other person having jurisdiction in the matter, now in force or hereinafter made. The Contractor shall procure, at its own expense, any license or permit requisite to the performance of this contract, but no license or permit fee shall be charged to the Contractor by the Village.

The Contractor shall carefully handle all Garbage cans, and other receptacles owned by the residents or property owners of the Village, to the end that no such cans or receptacles shall be damaged by the Contractor, its agents, servants or employees in the performance of this contract.

The Contractor hereby assumes the risk of, and does hereby indemnify the Village, its Mayor, Trustees, its officials, officers, agents and employees against, and save it and them harmless from, all damages, expenses, claims, actions of every kind, nature and manner arising out of, connected with or resulting from, directly or indirectly any act or omission of or by the Contractor, its employees or agents and by the operation of the Contractor's vehicles or the acts or omissions of the Contractor's employees, servants or agents, whether such risks, damages, expense, claims or action arises from acts or omissions (negligent or not) of the Contractor, or

the Village, or third persons, excepting only risks occasioned solely by the affirmative, willful acts of the Village done subsequent to the commencement date of this Contract.

The Contractor agrees to take out and maintain at its own expense, Worker's Compensation Insurance and otherwise provide such insurance protection for its employees as is required by the laws of the United States, the State of New York, Nassau County, Town of North Hempstead, Village or other governmental entity having jurisdiction, and any other provision of this contract. Upon failure of the Contractor to so insure such employees, or either or any of them, and keep them and each of them so insured during the term of this agreement, then upon such failure this contract may be terminated at the option of the Village by written notice to the Contractor. The policy or policies of insurance or other contract obtained by the Contractor shall name the Village, its Mayor, Trustees, officers, officials, employees and agents as insured parties or additional named insureds pursuant to the requirements of this paragraph, and Contractor shall submit certificates of all such insurance coverage to the Village at the time of execution of this contract by Contractor, for approval by the Village Attorney on behalf of the Village, and duplicate original copies of the current certificate of such insurance policy, policies or contract shall be filed with the Village, and such insurance shall be maintained throughout the term of this contract. With respect to any insurance coverage in which the Village, its officers, agents and employees are required to be named as insured parties or additional named insureds, prior to commencing performance of this contract, Contractor shall provide the Village with endorsements to such policies to document the existence of such coverage.

At the time of the execution of this contract by Contractor, the Contractor shall furnish to the Village a surety bond in a penal sum equal to the gross amount of the bid submitted by the Contractor and accepted by the Village (or the gross amount of the bid submitted by the Contractor

and accepted by the Village for the first year of this agreement, whichever is less), the surety and the form of such bond to be approved by the Village Attorney. Such surety bond shall be from a surety company authorized to do business in the State of New York, and shall provide that upon the refusal or failure of the Contractor to perform this contract or upon written notice by the Village to the surety, mailed by certified mail, return receipt requested, addressed to the last known address of such surety, the surety shall within three days after the mailing of such notice, undertake the performance of this contract to the end of the term thereof. In the event of the failure or refusal of such surety so to perform this contract as hereinabove provided, the Village may contact with any person, firm or corporation for the performance thereof in such manner as the Village deems expedient, and the surety shall forthwith, upon demand by the Village, reimburse the Village for all costs and expenses of such performance. Such surety bond shall indemnify the Village and save it harmless from any and all claims, actions, damages and expenses in connection with the performance of this contract or arising by reason of the acts, omissions, default or negligence of the Contractor in any of the operations necessary in the performance of this contract or arising by reason of the negligence of the Contractor or in any of the operations necessary in the performance of this contract or from any claim or claims, suit or suits which may be advanced or instituted against the Village by reason of any acts or omissions of the Contractor or its agents, servants, or employees in connection with the performance of this contract. If this agreement is for more than one year, the Contractor shall, on or before each anniversary date of this agreement, submit a new surety bond in a penal sum equal to the gross amount of the bid submitted by the Contractor and accepted by the Village for the year subsequent to such anniversary date.

During the entire term of this contract the Contractor at its own cost and expense shall take out and maintain Comprehensive General Liability Insurance naming the Village, its officials, employees and agents as insured parties (not additionally insured) with a contractual liability

endorsement covering the obligations under this contract, and shall keep each vehicle used in the performance of this contract covered by insurance against liability for personal injury, death and property damaged, in the principal amount of at least \$2,000,000.00 combined single limits, for the term of the contract. Contractor, at the time of its execution of this contract, shall deliver to the Village, in a form to be approved by the Village or its attorney, duplicate original copies of such certificate of insurance. Failure of the Contractor to provide and maintain such insurance and to furnish certificates thereof as required shall be deemed a material default under this agreement. Each such insurance policy shall at any time upon request be submitted to the Village for examination, and duplicate original copies of the certificate of each such policy shall be filed with the Village.

At any time during the term of this agreement the Village may give such direction on behalf of the Village through such person or persons as the Village may designate, and the Village shall have the right to inspect the Contractor's equipment used in the performance of this contract and any and all steps taken by the Contractor in its performance hereunder.

In the event the Contractor for any reason other than "force majeure" shall fail to collect, remove and dispose of the ashes, Garbage, Rubbish and Refuse from ten or more buildings in the Village on any day during the term of this contract, then the liquidated damages for each such breach of this agreement are hereby fixed at \$1,200.00 per day and, at the option of the Village, such liquidated damages may be deducted from sums due the Contractor hereunder. But no such liquidated damage may be so deducted until the failure of the Contractor to rectify its default hereunder for a period of twenty-four hours after notice to Contractor to rectify its default hereunder. It is expressly agreed that such notice under this paragraph may be given personally or by telephone communication, telegram, email, or letter delivered to any agent, officer, or

employee of Contractor, or sent to its above address by overnight delivery service. Any such notice shall be deemed to have been given upon the earlier of actual receipt or forty-eight (48) hours after being sent. "Force majeure" as herein used shall mean only act of God, strike, lockout (except one initiated or controlled by the Contractor) war, riot, arrest, fire, flood or other cause not within the control of the Contractor and which by exercise of due diligence the Contractor is unable to prevent or overcome. The right of the Village with respect to the enforcement of this paragraph is in addition to and not in limitation of any and all other rights of the Village under this contract. The provisions of this paragraph shall in no manner affect the rights of the Village under the provisions of paragraph 12 hereof or the surety bond issued hereunder.

The Village shall pay the Contractor for the services, if fully performed pursuant to this contract, the amounts provided hereinafter, in twelve equal monthly installments for each year of the contract. Prior to each such payment, but not earlier than the first day of the month next succeeding the month in which this contract begins, and on the first day of each subsequent month during the term of this contract, the Contractor shall submit to the Village a verified claim for the installment due for services rendered during the preceding month, such verified claim to be on standard form in use by the Village.

Contractor shall not assign or transfer its rights or obligations under this contract or any monies due or to become due hereunder or subcontract the work to be done hereunder without the express prior written consent of the Village and any such assignment, transfer or subcontracting of work without such consent shall be null and void. No subcontracts shall create any rights against the Village or relieve the Contractor of any obligations, but all subcontractors, if approved by the Village shall be deemed the Contractor's agents.

The Contractor warrants that it is financially responsible and experienced in and competent to perform the work, that it is authorized to do such work in the State of New York, that it is familiar with all applicable laws, ordinances, rules and regulations of every governmental entity having jurisdiction over the work hereunder, with the specifications and all papers referred to herein, the nature of the work and the general and local conditions, and with all other pertinent circumstances; that physical conditions permit the performance of the work in accordance with the specifications; that no Trustee, official, agent or employee of the Village is personally interested directly or indirectly in this contract and that no representation, promise or statement, oral or in writing, has induced it to execute this contract.

Any provisions of this contract hereinbefore contained to the contrary notwithstanding, the Village, upon the failure or refusal of the Contractor to perform this contract or any part thereof, may terminate this contract forthwith upon written notice to the Contractor.

No certificate, payment, acceptance of any work or any other act or omission of the Village shall operate to release the Contractor from any obligation under or upon the Contract, or to estop the Village from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Village from recovering any money paid in excess of that lawfully due and any damages sustained by the Village.

This contract may be terminated by the Village, without any liability on its part, in the event that it shall be required by law to use some other method of disposing of Garbage, Rubbish, leaves, Refuse and other waste materials which are the subject of this contract.

If the Contractor is guilty of any breach hereof, or fails to satisfy any liability to any third person arising out of the work, or becomes insolvent or bankrupt, or if his property or affairs are

placed in the hands of a receiver or trustee or assignee for the benefit of creditors or referee, or if any claim or damage or cost or expense arising directly or indirectly out of the Contractor's operations is made, caused or incurred by, to or against the Village, the Village shall be entitled:

a. to withhold, out of monies otherwise due such sums as the Village deems necessary to protect it from loss or delays or to assure the payment of just claims, damage, cost or expense, and to apply them for the Contractor's account as the Village deems best to secure such protection.

b. to take over and complete the work or any part thereof for the Contractor's account, taking possession of and using any facilities provided by Contractor.

c. to terminate this Contract as to all or any part of the uncompleted work.

d. to exercise any appropriate right or remedy at law or in equity or upon the Contractor's surety bond.

No act or omission of the Village shall constitute an estoppel against the Village or a waiver of any provision of this Contract or any election to pursue exclusively any right or remedy, saving only an express written declaration to that effect; and no waiver by the Village of any breach shall constitute a waiver of any other breach.

Pursuant to the provisions of General Municipal Law §103-a, it is hereby provided that upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract;

a. such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation

or any public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusal, and

b. any and all contracts made with any municipal corporation or any public department, agency or official thereof since July 1, 1959 by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Neither the Mayor nor any Trustee, officer, official, agent or employee of the Village shall be held personally liable in connection with this Contract or because of any acceptance of or attempt to accept the proposal submitted by the Contractor to the Village. This contract contains the entire agreement between the parties except as specifically provided otherwise herein, no modification, termination or discharge hereof shall be valid unless in writing and signed by the party charged therewith.

(a) The Village shall have the right to appoint or designate one or more inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this contract, and the Contractor shall allow each said inspector free access to the plant, dumping grounds and any and all equipment of the Contractor at any reasonable time.

(b) said inspections may include, on no more than three separate occasions during any single calendar year, the right of the inspector to accompany the Contractor during the performance of Contractor's activities pursuant to this agreement, and to obtain copies of all "tipping tickets" or equivalent documents from any facility where waste materials collected within

the Village may be deposited pursuant to this agreement and any applicable laws of the Village. The inspections pursuant to this subparagraph shall be upon reasonable notice to the Contractor.

The Village shall pay the Contractor, for the full and satisfactory performance of the terms and conditions of this agreement, the following sums, each such monthly payment being due on the first day of the month next following the month for which the payment is made:

- For the period November 1, 2022 through October 31, 2023: \$_____ payable in twelve equal monthly installments of \$_____ each in arrears.
- For the period November 1, 2023 through October 31, 2024: \$_____ payable in twelve equal monthly installments of \$_____ each in arrears.
- For the period November 1, 2024 through October 31, 2025: \$_____ payable in twelve equal monthly installments of \$_____ each in arrears.

Each invoice submitted by the Contractor to the Village for payment pursuant to this agreement shall include a statement of the estimated or actual tonnage of waste materials collected and removed during the period of time covered by the invoice.

In the event the Contractor is not required to comply with Chapter 46 of the Code of the Town of North Hempstead, the Village, at its sole option, shall have the right to terminate this agreement upon at least 30, but not more than 60, days' written notice, unless the Village and the Contractor agree upon an appropriate modification to the amounts to be paid by the Village to the Contractor to reflect any difference which may then exist between "tipping fees" or other similar charges imposed by the facility to which all waste materials collected and disposed of hereunder are brought and those fees charged by the Town of North Hempstead for similar purposes.

Recyclable materials, as designated by the Town of North Hempstead, and included in the Town of North Hempstead regulations effective at the commencement of this agreement, shall be

picked up by the Contractor at the same time that the Contractor collects and disposed of Garbage and Rubbish, and the containers for such materials shall be picked up by the Contractor curbside at each residence on Thursdays throughout the Village. In the event of any dispute as to the proper location for such pick up or return, or the day of such pick up and return, the Village may, in its sole discretion, designate the location where the pick-up shall be made. The Contractor and Village shall agree upon the schedule for pick-up of newspapers at each premises, which shall be done once per week. In the event that one or more of the days on which such other waste materials are picked up at any premises in that week is a holiday, the Contractor shall substitute another pick up day in the same calendar week.

Contractor shall at all times during the term of this agreement publish and maintain a telephone number and address where the Contractor is equipped to, and shall, answer and/or respond to Village telephone inquiries or requests between 8:00 a.m. and 4:00 p.m. on any scheduled pick-up day.

Contractor shall submit and update a list of all primary and back-up equipment which it intends to or does use in the fulfillment of this agreement, whether such equipment is owned by the Contractor or leased. This shall be a continuing obligation of the Contractor throughout the term of this agreement. Contractor shall submit a complete address of equipment maintenance facility and warrants said facilities within twenty miles of the Thomaston Village Hall.

Except as otherwise provided herein, any notices hereunder shall be given by certified mail, return receipt requested, or overnight delivery service, addressed to any party hereto at the address indicated at the beginning of this contract, unless another address has been designated in writing by that party.

All documents issued by the Village, or submitted by the Contractor, relating to the public invitation for bids and the instructions to bidders, and the specifications and conditions thereof, and for public contracts, are hereby incorporated into this contract by reference as if more fully set forth herein at length. If a conflict exists between the provisions of any of such documents and the provisions of this contract, the terms of this contract shall prevail. To the extent required by New York State or other applicable law, Contractor shall pay prevailing wage to all employees engaged in the performance of this contract.

Any dispute arising out of or concerning the terms and conditions of this contract shall be resolved in a judicial forum of appropriate jurisdiction, in Nassau County, New York and shall be determined under the provisions of the law of New York.

Notwithstanding any other provisions of this agreement, if the Village has entered into an agreement with the Town of North Hempstead and/or the Town of North Hempstead Solid Waste Authority, with respect to the disposal of solid waste (as such term may be defined in such agreement), the Contractor will comply with the requirements of such agreement, and such requirements shall be deemed incorporated herein and a part of this agreement.

IN WITNESS WHEREOF, the Village has caused this agreement to be signed by it and its corporate seal to be hereunto affixed, and the Contractor has duly signed this agreement and affixed its seal the day and year first above written.

INCORPORATED VILLAGE OF THOMASTON

By: _____

SEAL

Steven Weinberg, Mayor

Date: _____

Contractor: _____

By: _____

SEAL

Print Name and Title _____

Date: _____