



**REGULAR MEETING AGENDA
BOARD OF TRUSTEES
VILLAGE OF PLEASANTVILLE
VILLAGE HALL
80 WHEELER AVE
Monday, November 22, 2021
8:00 PM**

AGENDA

PUBLIC HEARING

Introductory Local Law 8 of 2021 to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131

Public Hearing to consider accepting the Irrevocable Offer of Dedication for Springfield Court

RESOLUTIONS

Res. No. 2021-290 Approval of Minutes

Res. No. 2021-291 Approval of Budget Amendments FYE 2022

Res. No. 2021-292 Approval of Payment of Claims FYE 2022

Res. No. 2021-293 Consider authorizing the extension of Lease of Real Property location at 345 Castleton, Pleasantville, New York 10570 and issuing a Negative Declaration pursuant to the New York State Environmental Quality Review Act ("SEQRA")

Res. No. 2021-294 Holiday Season parking/suspending parking meter fees for the time allowed

Res. No. 2021-295 Consider authorizing the Village Administrator to Sign 2021-2022 Independent Contract Services Agreement with Student Assistance Services/DFC Pleasantville S.T.R.O.N.G

Res. No. 2021-296 Consider authorizing the Village Administrator to sign Rental Agreement with PCTV

Res. No. 2021-297 Consider authorizing agreement with G&S Solar/ RM Community Solar, LLC, for the Village to have an opportunity to purchase Community Solar credits which could be used to offset the Villages electricity charges while supporting local renewable energy generation

Res. No. 2021-298 Consider approving the Annual Tree Lighting and Holiday Sing

Event and consider authorizing traffic restrictions

Res. No. 2021-299 Consider adopting Introductory Local Law 8 of 2021 which upon passage will become Local Law 9 of 2021 to opt-out of allowing adult-use retail Cannabis dispensaries and adult-use on-site Cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131

Res. No. 2021-300 Consider accepting the Irrevocable Offer of Dedication for Springfield Court and setting a Public Hearing for acceptance of Deed

Res. No. 2021-301 Consider authorizing Pleasantville Music Fest be held on Saturday July 9, 2022 at Parkway Field

Res. No. 2021-302 Accept retirement of Water Maintenance Worker 1/ Thomas Tiffany

Res. No. 2021-303 Consider authorizing the Village Mayor to sign Agreement with Foodchester, Inc.

Res. No.- 304 Consider authorizing Village Administrator to sign proposal from BDW Roofing Inc.

Introductory Local Law 8 of 2021 to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131

ATTACHMENTS:

Description	Type	Upload Date
Opt Out Local Law	Backup Material	11/15/2021

LOCAL LAW NO. ____ OF 2021

**BOARD OF TRUSTEES
VILLAGE OF PLEASANTVILLE**

**PROPOSED LOCAL LAW PURSUANT TO NEW YORK STATE CANNABIS
LAW § 131 OPTING OUT OF LICENSING AND ESTABLISHING ADULT-USE
RETAIL CANNABIS DISPENSARIES AND ADULT-USE ON-SITE CANNABIS
CONSUMPTION ESTABLISHMENTS WITHIN THE
VILLAGE OF PLEASANTVILLE**

A LOCAL LAW to opt-out of
allowing adult-use retail cannabis
dispensaries and adult-use on-site
cannabis consumption
establishments to locate within the
Village of Pleasantville as
authorized under New York State
Cannabis Law Section 131.

Section 1. Legislative Intent

It is the intent of this Local Law to opt the Village of Pleasantville out of having adult-use retail cannabis dispensaries and on-site cannabis consumption establishments licensed to operate or established within the Village of Pleasantville.

Section 2. Authority

This Local Law is adopted pursuant to New York State Cannabis Law § 131 which expressly authorizes villages to adopt a local law requesting the Cannabis Control Board to prohibit the establishment of retail dispensary licenses and and/or on-site consumption licenses within the jurisdiction of the Village. This Local Law is subject to a permissive referendum/referendum on petition pursuant to Municipal Home Rule Law § 24 and Article Nine of the Village Law.

**Section 3. Local Adult-Use Retail Dispensary and Adult-Use On-Site Consumption
Establishment Opt-Out**

- A. The Board of Trustees of the Village of Pleasantville, County of Westchester hereby opts out of having adult-use retail cannabis dispensaries and on-site cannabis consumption establishments licensed or established within the Village of Pleasantville.
- B. In accordance with the New York State Cannabis Law § 131(1), the Board of Trustees of Village of Pleasantville hereby requests the Cannabis Control Board to prohibit the establishment of adult-use retail dispensary licenses and adult-use on-site consumption

licenses contained in Article Four of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws) within the jurisdiction of the Village of Pleasantville, Westchester County, New York.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, 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 5. Permissive Referendum/Referendum on Petition

This Local Law is subject to a referendum on petition in accordance with New York State Cannabis Law § 131 and the procedures outlined in Municipal Home Rule Law § 24 and Article Nine of Village Law and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

Section 6. Effective date.

This Local Law shall be subject to permissive referendum and shall not become operative or effective unless and until 30 days have elapsed after its adoption and no petition protesting against this Local Law has been filed with the Village Clerk or, if such a petition is filed, a proposition for the approval of this Local Law has been submitted and received the affirmative vote of a majority of the voters voting thereon. If no petition is timely filed or if a petition is filed and this Local Law is approved, it shall take effect upon filing by the office of the New York Secretary of State.

Public Hearing to consider accepting the Irrevocable Offer of Dedication for Springfield Court

ATTACHMENTS:

Description	Type	Upload Date
Springfield Dedication Letter	Backup Material	11/17/2021

Pleasant Village Estates Inc.
c/o Peter Forchetti
5 Ironwood Way
Orange, Connecticut
(914) 469-2587

November 11, 2021

Eric Morrissey
Village Administrator
Village of Pleasantville
1 Village Lane
Pleasantville, New York 10570

Re: Springfield Court

Dear Mr. Morrissey:

Please allow this letter to act as an irrevocable offer of dedication of Springfield Court to the Village of Pleasantville. I am irrevocably transferring said road to the Village. The description of the property being transferred to the Town is encompassed in the attached property description. The road is currently owned by Pleasant Village Estates Inc., which I am the President of.

The reason for the offer is that Pleasant Village Estates has completed the last dwelling in the 6-unit development on Springfield Court. Moreover, pursuant to paragraph 25(g) of the Planning Board of the Village of Pleasantville resolution dated March 4, 2004, which granted subdivision approval, Pleasant Village Estates was required to submit offers of cessation to the Village of Pleasantville, including all land included in streets, utility, drainage sight and sidewalk easements showing on the approved subdivision plat.

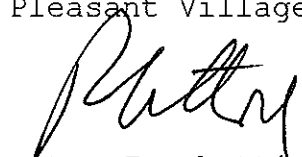
In the event the Village accepts the irrevocable offer of dedication, Pleasant Village Estates will provide the appropriate deed and title insurance for acceptance.

Thank you for your kind consideration.

Should you have any questions or comments, please don't hesitate to contact my office.

Very truly yours,

Pleasant Village Estates Inc. by:



Peter Forchetti, President

Enclosure

Springfield Court

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester, State of New York, known and designated as a road named Springfield Court as shown on a certain map entitled "Subdivision Plat For Pleasant Village Estates, Inc., Bedford Road" filed in the Westchester County Clerk's Office, Division of Land Records on August 26, 2005 as map number 27595, which road is more particularly bounded and described as follows;

BEGINNING at a point on the division line of the easterly line of Springfield Court and the westerly line of South Greeley Avenue, which point is distant southerly 2.82 feet along said division line from lands now or formerly Gallo as shown on the aforementioned map;

Thence along the division line of Springfield Court and South Greeley Avenue and continuing along the division line of Springfield Court and Bedford Road (a.k.a. New York State Route 117) the following courses and distances;

South 01 degrees 56 minutes 45 seconds West 154.27 feet;

Along a curve to the right, tangent to the last described course, having a radius of 475.00 feet an arc length of 150.79 feet;

South 34 degrees 57 minutes 38 seconds West 30.47 feet;

South 20 degrees 23 minutes 20 seconds West 132.49 feet;

South 24 degrees 01 minutes 27 seconds West 130.97 feet to the northerly line of Lot 1 as shown on the aforementioned map;

Thence along the northerly and easterly line of Lot 1 and continuing along the easterly line of Lots 2 through 6 inclusive the following courses and distances;

North 65 degrees 58 minutes 33 seconds West 56.98 feet;

North 24 degrees 01 minutes 27 seconds East 23.75 feet;

Along a curve to the left having a radius of 20.00 feet an arc length of 31.42 feet to a point of tangency;

North 65 degrees 58 minutes 33 seconds West 10.00 feet;

North 24 degrees 01 minutes 27 seconds East 30.00 feet;

South 65 degrees 58 minutes 33 seconds East 7.00 feet;

Along a curve to the left having a radius of 15.00 feet an arc length of 23.56 feet to a point of tangency;

North 24 degrees 01 minutes 27 seconds East 34.28 feet;

Along a curve to the left having a radius of 175.00 feet an arc length of 11.10 feet to a point of tangency;

North 20 degrees 23 minutes 20 seconds East 163.68 feet;

Along a curve to the left having a radius of 275.00 feet an arc length of 123.75 feet to a point of tangency;

North 05 degrees 23 minutes 40 seconds West 47.97 feet;

Along a curve to the right having a radius of 68.00 feet an arc length of 109.40 feet to a point of reverse curvature;

Along a curve to the left having a radius of 25.00 feet an arc length of 37.02 feet to the point and place of BEGINNING.

Containing 39,571 square feet or 0.9084 Acres

Res. No. 2021-290 Approval of Minutes

RESOLVED that the Board of Trustees hereby approves the minutes of the Regular Meeting held on November 8, 2021.

ATTACHMENTS:

Description	Type	Upload Date
Minutes 11-8-21	Backup Material	11/17/2021

Minutes of the Regular Meeting of the Board of Trustees of the Village of Pleasantville held on Monday, November 8, 2021 at 8:00pm held at 80 Wheeler Avenue, Pleasantville, New York 10570 and via teleconference:

	Present	Teleconference	Absent
Peter Scherer, Mayor	X		
W. Paul Alvarez, Trustee	X		
Nicole Asquith, Trustee	X		
Michael Peppard, Trustee	X		
David Vinjamuri, Trustee	X		

The next scheduled Village work session and regular meeting is scheduled for Monday, November 22, 2021, 80 Wheeler Avenue, Pleasantville, New York 10570 and via teleconference. All agendas for Village Board meetings with back up materials are available on the Village website at www.pleasantville-ny.gov. Recordings of past meetings are available on PCTV. www.pctv76.org.

Announcements:

Mayor Scherer stated there will be a Veteran's Day ceremony in Memorial Plaza near the gazebo on Thursday, November 11, 2021 at 11:00am.

Westchester County is hosting a recycling day at Playland Park on November 13, 2021 from 9:00am to 3:00pm.

Trustee Vinjamuri discussed the 2nd Annual Candy Crawl. He thanked all members who were involved in handing out candy, the PVFD and PVAC for leading the parade and residents of the Village for donating almost 8,000 pieces of candy.

Public Hearing: Introductory Local Law 7 of 2021 to amend Chapter 173, Section 71 and Section 75 of the Code of the Village of Pleasantville concerning parking in the Memorial Plaza Parking Lot

Motion made by Trustee Asquith and duly seconded by Trustee Alvarez that the following resolution is put forth for adoption:

Village Administrator Morrissey discussed the proposed parking regulations. This local law would make it so permit holders can park in Memorial Plaza between the hours of 6:00am and 10:00am and on Saturdays. On

Saturday, Memorial Plaza would be considered a paid parking lot from 8:00am until 6:00pm. Trustee Vinjamuri stated that this change is temporary and the Village will be monitoring the situation. If there are residents or business owners that are having trouble parking, we will revisit amending this local law.

Motion made by Trustee Asquith and duly seconded by Trustee Peppard to close the public hearing at approximately 9:57pm. Motion was approved with a 5-0 vote.

Resolutions:

Res. No. 2021-282 Approval of Minutes

Motion made by Trustee Peppard duly seconded by Alvarez that the following resolution is put forth for adoption:

RESOLVED that the Board of Trustees hereby approves the minutes of the Regular Meeting held on October 25, 2021.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-283 Approval of Budget Amendments FYE 2022

Motion made by Trustee Alvarez and duly seconded by Trustee Peppard that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby approves the following budget amendments for FYE 2022 as listed below:

Budget Transfers: Water Fund

Amount	From Account	To Account
\$3,500.00	F1990.400 Contingent	F831.443 Engineering
\$3,500.00		

Increase Revenue & Expenses: Capital Fund

Amount	From Account	To Account
\$50,000.00	H050.5031 Interfund Transfer from General Fund	H5197.201/22490 Street Resurfacing – FYE 2022

\$ 75,000.00	H050.5031 Interfund Transfer from Water Fund	H8397.201/22400 New Water Dept Vehicle
\$125,000.00		

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-284 Approval of Payment of Claims FYE 2022

Motion made by Trustee Vinjamuri and duly seconded by Trustee Alvarez that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby approves the abstract for payment of claims dated November 8, 2021 for FYE 2022 covering check numbers 101878-102034:

General Fund	\$193,423.99
Water Fund	\$149,746.31
Capital Fund	\$34,931.84
Refuse Fund	\$22,565.60
Total	\$400,667.74

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-285 Consider authorization to advertise for bids for Manville Road, Corridor Improvements

Motion made by Trustee Asquith and duly seconded by Trustee Vinjamuri that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby authorizes the Village Clerk to advertise for bids for the Manville Road Corridor Improvement Project.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Village Administrator Morrissey state that the Village is on track to go out and bid starting November 22, 2021. We will open awards at the end of December and we will know the ballpark cost by then.

Res. No. 2021-286 Consider authorizing the Village Administrator to sign a Grant Disbursement Agreement with DASNY for \$200,000 in support of the Memorial Plaza Civic Space Project

Motion made by Trustee Peppard and duly seconded by Trustee Asquith that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees authorizes the Village Administrator to execute the Grant Disbursement Agreement with DASNY in the amount of \$200,000 for the Memorial Plaza Civic Space Project.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-287 Accept resignation of School Crossing Guard/ Dena Monahan

Motion made by Trustee Alvarez and duly seconded by Trustee Vinjamuri that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby accepts the resignation of Dena Monahan, School Crossing Guard, effective October 30, 2021.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-288 Approval to Hold Veterans Day Ceremony & Authorization of Parking Restrictions

Motion made by Trustee Vinjamuri and duly seconded by Trustee Asquith that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby approves the request from the Recreation Department to hold the annual Veterans Day ceremony at 11:00am on November 11, 2021 in Memorial Plaza, and

FURTHER; authorizes the Police Chief to post No Parking signs in the Memorial Plaza Parking Lot in advance of the event and to tow all vehicles in violation of this temporary parking restriction.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-289 Approve New Hire School Crossing Guard/ Andrew McFadden

Motion made by Trustee Asquith and duly seconded by Trustee Alvarez that the following resolution is put forth for adoption:

RESOLVED; that the Board of Trustees hereby approves the hiring of Andrew McFadden as a part time School Crossing Guard, Job Code 0141, at the hourly rate of \$20.62 with an effective date of November 9, 2021. Said appointment is subject to a Probationary Period of not less than twelve (12) weeks to a maximum of fifty-two (52) weeks.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

Res. No. 2021-289 Consider the adoption of Introductory Local Law 7 of 2021 which upon passage will become Local Law 8 of 2021 to amend Chapter 173, Section 71 and Section 75 of the Code of the

Village of Pleasantville concerning parking in the Memorial Plaza Parking Lot

Motion made by Trustee Peppard and duly seconded by Trustee Asquith that the following resolution is put forth for adoption:

WHEREAS, Introductory Local Law 7 of 2021 has been introduced to amend Chapter 173, Section 71 and Section 75 of the Code of the Village of Pleasantville concerning parking in the Memorial Plaza Parking Lot; and

WHEREAS, a public hearing concerning Introductory Local Law 7 of 2021 was held and closed on November 8, 2021,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Pleasantville hereby adopts Introductory Local Law 7 of 2021 to amend Chapter 173, Section 71 and Section 75 of the Code of the Village of Pleasantville, which is to become Local Law 8 of 2021 upon its passage.

ADOPTED:

Peter Scherer, Mayor	<u>Aye</u>
W. Paul Alvarez, Trustee	<u>Aye</u>
Nicole Asquith, Trustee	<u>Aye</u>
Michael Peppard, Trustee	<u>Aye</u>
David Vinjamuri, Trustee	<u>Aye</u>

There being no further business to come before the Board a motion to close the meeting. Trustee Peppard and seconded by Trustee Vinjamuri. Motion was approved with a 5-0 vote.

Meeting Adjourned: Approximately 10:15pm

Alyssa C. Hochstein

Alyssa C. Hochstein, Deputy Village Clerk

Res. No. 2021-291 Approval of Budget Amendments FYE 2022

RESOLVED; that the Board of Trustees hereby approves the following budget amendments for FYE 2022 as listed below:

Budget Transfers: General Fund

Amount	From Account	To Account
\$334.00	A5010.403 Hwy Admin Conference/Training	A5132.403 Garage Conference/Training –
\$334.00		

Res. No. 2021-292 Approval of Payment of Claims FYE 2022

RESOLVED; that the Board of Trustees hereby approves the abstract for payment of claims dated November 22, 2021 for FYE 2022 covering check numbers 102035-102131:

General Fund	\$1,501,481.49
Special Purpose	\$797.50
Water Fund	\$122,601.80
Capital Fund	\$17,995.69
Refuse Fund	\$147,135.48
Total	\$1,790,011.96

ATTACHMENTS:

Description	Type	Upload Date
Payment of Claims 11-22-21	Backup Material	11/18/2021

11/18/2021 15:22
1429kpun

VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

DOCUMENT

INVOICE DTL DESC

102035 11/22/2021 WIRE 14459 JP MORGAN CHASE BANK 113401 CC-2021-11-04-7393 11/04/2021 112221 50.00
75779

Invoice: CC-2021-11-04-7393

50.00 A7330 425

CC Rec: Panther Club Background Checks
Outside Services

113402 CC-2021-11-04-7081 11/04/2021 112221 93.53
75780

Invoice: CC-2021-11-04-7081

93.53 A3120 422

CC PD: Veh#50 Gas-Conference TravelExpense-Grutzner
Gas

CHECK 102035 TOTAL: 143.53

102036 11/22/2021 PRTD 997 A1 COMPUTER SERVICES 113332 001121099 11/01/2021 112221 882.00
75710

Invoice: 001121099

677.00 A1681 485
205.00 F1681 485

Nov 2021 IT NetwrkSupprtSrvcs, AEM&DisastrRecovery
Consulting Services
Consulting Services

113347 001021096 09/02/2021 112221 159.99
75725

Invoice: 001021096

159.99 A1681 406

10/1/21 Access Point - Senior Center
Supplies

113348 001121118 11/01/2021 112221 2,098.75
75726

Invoice: 001121118

1,696.25 A1681 485
402.50 F1681 485

October 2021 Site Support
Consulting Services
Consulting Services

CHECK 102036 TOTAL: 3,140.74

102037 11/22/2021 PRTD 1020 AAA EMERGENCY SUPPLY 113297 0044320-IN 11/03/2021 112221 250.00
75675

Invoice: 0044320-IN

125.00 A5132 425
125.00 F8340 425

11/2/21 Hwy and Water: Air Quality Tests
Outside Service
Outside Service

CHECK 102037 TOTAL: 250.00

102038 11/22/2021 PRTD 1209 ADVANCE AUTO PARTS 113287 4507131237852 11/08/2021 112221 127.28
75666

Invoice: 4507131237852

127.28 A5132 420

Veh #11 Hotbox Hwy: Batteries, Core Deposit/Credit
Vehicle Repair & Maintenance

113288 4507131226342 11/08/2021 112221 12.34
75667

Invoice: 4507131226342

12.34 A5132 420

Veh #11 Hotbox Hwy: Trailer Connector
Vehicle Repair & Maintenance

11/18/2021 15:22
1429kpun

VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO WARRANT NET

DOCUMENT INVOICE DTL DESC

DOCUMENT	INVOICE	INV DATE	PO	WARRANT	NET
113289 75668	4507131337934	11/09/2021		112221	103.17
Invoice: 4507131337934					
103.17 A5132	420				
113298 75676	4507131437989	11/10/2021		112221	16.09
Invoice: 4507131437989					
16.09 A5132	420				
113385 75763	4507121213978	11/08/2021		112221	34.81
Invoice: 4507121213978					
34.81 A3620	420				
CHECK 102038 TOTAL:					293.69
102039 75642	00527360	10/31/2021		112221	45.00
Invoice: 00527360					
45.00 A5132	406				
CHECK 102039 TOTAL:					45.00
102040 75711	1989	10/18/2021		112221	1,850.00
Invoice: 1989					
1,850.00 A8560	400				
CHECK 102040 TOTAL:					1,850.00
102041 75653	17Q9-HF66-FWFH	11/04/2021		112221	40.00
Invoice: 17Q9-HF66-FWFH					
40.00 P8160	420				
113302 75680	1FCT-1DCF-1PQ6	10/28/2021		112221	37.98
Invoice: 1FCT-1DCF-1PQ6					
37.98 A3120	406				
113303 75681	1R6W-CM9H-GHVF	11/03/2021		112221	119.21
Invoice: 1R6W-CM9H-GHVF					
119.21 A7313	406				
113342 75720	1YXL-DCPV-YHVK	11/09/2021		112221	36.46
Invoice: 1YXL-DCPV-YHVK					

11/18/2021 15:22
1429kpun

VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO WARRANT NET

DOCUMENT INVOICE DTL DESC

36.46 P8160 420 Vehicle Repair & Maintenance

113360 1RLN-XYM7-1QTY 11/08/2021 112221 114.44
75738

Invoice: 1RLN-XYM7-1QTY

114.44 A4050 406 DFC STRONG DBT Skills Materials
Supplies

113362 1LN6-JCPL-JRWK 10/31/2021 112221 46.68
75740

Invoice: 1LN6-JCPL-JRWK

46.68 A7324 406 Rec: Youth Rprogram Craft Supplies
Supplies

113363 1FJ4-F7JV-JRGP 10/31/2021 112221 130.45
75741

Invoice: 1FJ4-F7JV-JRGP

130.45 A7324 406 Rec: Youth Prgrm Supplies-Paint Night+Santa Letters
Supplies

113364 1XQ4-3MT1-JDDJ 11/03/2021 112221 91.91
75742

Invoice: 1XQ4-3MT1-JDDJ

14.98 A7313 406 Rec: Holiday Sing, Youth Prgrm & Panther Club Supplies
Supplies
25.99 A7324 406 Supplies
50.94 A7330 406 Supplies

113386 1LWV-D9TV-FCVY 11/12/2021 112221 91.88
75764

Invoice: 1LWV-D9TV-FCVY

91.88 A6773 406 SrCtr: Paper Food Cup w/ Lid, Aluminum Pans w/ Lids
Supplies

CHECK 102041 TOTAL: 709.01

102042 11/22/2021 PRD 1800 AMERICAN PUBLIC WORK 113291 648667-2022
75669

Invoice: 648667-2022

222.00 A5010 473 2/1/22-1/31/23 Membership Dues - Jeffrey A. Econom
Dues & Subscriptions

CHECK 102042 TOTAL: 222.00

102043 11/22/2021 PRD 2553 ASHBOURNE LLC 113304 2021-November
75682

Invoice: 2021-November

5,053.33 A6771 474 November 2021 Rent - Senior Center
Clinton Street Center Rent

CHECK 102043 TOTAL: 5,053.33

102044 11/22/2021 PRD 837 ATLANTIC MOBILE CONC 113275 6791
75654

Invoice: 6791

491.00 A8140 406 11/4/21 Concrete 3500psi - Storm Sewer Basins
Supplies

11/18/2021 15:22
1429kpun

VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

DOCUMENT

INVOICE DTL DESC

113276 6790
75655

11/04/2021

112221

1,035.00

Invoice: 6790

1,035.00 F8340 430

11/4/21 K-Crete-Water Patches-Wheeler/Washington
Patching Material

CHECK

102044 TOTAL:

1,526.00

102045 11/22/2021 PRD

2095 BEDFORD & CLARK, LLC

113358
75735

StOpening-19-2021

09/29/2021

112221

6,832.00

Invoice: StOpening-19-2021

6,832.00 A 0031

Refund Escrow on Permit #19-2021
Street Opening Escrow Accounts

CHECK

102045 TOTAL:

6,832.00

102046 11/22/2021 PRD

3580 BEN ROMEO CO INC

113264 69420
75643

10/12/2021

112221

65.00

Invoice: 69420

65.00 A5132 406

Shop: 1 Box Rags
Supplies

113265 69425
75644

10/14/2021

112221

184.00

Invoice: 69425

184.00 A5110 406

Hwy: Rakes - Raz. Leaf and Fib Handle Leaf
Supplies

CHECK

102046 TOTAL:

249.00

102047 11/22/2021 PRD

657 BENCHMARK TITLE AGEN

113417
75795

BRS1208553

11/15/2021

112221

3,500.00

Invoice: BRS1208553

3,500.00 A1420 400

11/10/21 Easement Search - Orbaek Lane
Law Contractual Services

CHECK

102047 TOTAL:

3,500.00

102048 11/22/2021 PRD

3660 BERGER TRUE VALUE HA

113266 602855
75645

11/03/2021

112221

33.98

Invoice: 602855

33.98 F8340 406

Water: Brushes, Cleaners for Topping Machine
Supplies

CHECK

102048 TOTAL:

33.98

102049 11/22/2021 PRD

1467 BEYER FORD

113344 713610
75722

11/08/2021

112221

333.33

Invoice: 713610

333.33 A5132 403

8/30-8/31/21 Training Ford Hybrid PDCar-Baranowski
Conference/Training

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

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INVOICE DTL DESC

CHECK 102049 TOTAL: 333.33

102050 11/22/2021 PRTD 4964 CABLEVISION LIGHTPAT 113388 100646365
75766

11/01/2021 112221 2,188.15

Invoice: 100646365

2,148.15 A1681 405
40.00 F8320 405

Nov 2021 TelephonSvc & Oct 2021 Usage Acct#44834
Telephone
Telephone

CHECK 102050 TOTAL: 2,188.15

102051 11/22/2021 PRTD 442 CADCA

113361 0003215360-2022
75739

11/10/2021 112221 300.00

Invoice: 0003215360-2022

300.00 A4050 403

1/1-12/31/22 CADCA Membership Fee STRONG
DFC Conference/Training

CHECK 102051 TOTAL: 300.00

102052 11/22/2021 PRTD 5299 CARMEL WINWATER WORK 113343 138520 01
75721

11/08/2021 112221 90.90

Invoice: 138520 01

90.90 F8340 406

Water: Double Strap Saddle, SS Insert Stif CTS
Supplies

CHECK 102052 TOTAL: 90.90

102053 11/22/2021 PRTD 499 CINTAS CORPORATION N 113295 4101059348
75673

11/08/2021 112221 196.04

Invoice: 4101059348

71.35 A5110 444
3.05 A5132 406
19.85 A5132 444
39.11 A7110 444
29.25 F8340 444
33.43 P8160 444

11/8/21 Uniforms and Shop Towels
Uniforms
Supplies
Uniforms
Uniforms
Uniforms
Uniforms

113350 4101767630
75727

11/15/2021 112221 196.04

Invoice: 4101767630

71.35 A5110 444
3.05 A5132 406
19.85 A5132 444
39.11 A7110 444
29.25 F8340 444
33.43 P8160 444

11/15/21 Uniforms and Shop Towels
Uniforms
Supplies
Uniforms
Uniforms
Uniforms
Uniforms

113418 4092953781-2
75796

08/16/2021 112221 196.04

Invoice: 4092953781-2

71.35 A5110 444

Rplc Ck#101209 - 8/16/21 Uniforms and Shop Towels
Uniforms

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VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

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3.05 A5132 406 Supplies
19.85 A5132 444 Uniforms
39.11 A7110 444 Uniforms
29.25 F8340 444 Uniforms
33.43 P8160 444 Uniforms

113419 4092274593-2 08/09/2021 112221 196.04
75797

Invoice: 4092274593-2

71.35 A5110 444 Rplc Ck#101209 - 8/9/21 Uniform and Shop Towels
3.05 A5132 406 Uniforms
19.85 A5132 444 Supplies
39.11 A7110 444 Uniforms
29.25 F8340 444 Uniforms
33.43 P8160 444 Uniforms

CHECK 102053 TOTAL: 784.16

102054 11/22/2021 PRD 1103 SUZANNE COHEN

113403 Cohen-2021-11-16 11/16/2021 112221 165.00
75781

Invoice: Cohen-2021-11-16

165.00 A6771 425 11/5-11/16/21 Seniors-Thursdays Yoga Mat Instructor
Outside Service

CHECK 102054 TOTAL: 165.00

102055 11/22/2021 PRD 6720 CON EDISON OF NEW YO

113305 599019197101006-1021 11/01/2021 112221 31.45
75683

Invoice: 599019197101006-1021

31.45 A5182 440 9/30/21-10/31/21 Jackson St Elect #599019197101006
Power Expenses PASNY

CHECK 102055 TOTAL: 31.45

102056 11/22/2021 PRD 6720 CON EDISON OF NEW YO

113306 590904257100007-1121 11/04/2021 112221 33.42
75684

Invoice: 590904257100007-1121

33.42 A7220 415 10/5/21-11/3/21 Pool Gas #590904257100007
Utilities

CHECK 102056 TOTAL: 33.42

102057 11/22/2021 PRD 6720 CON EDISON OF NEW YO

113307 590904047319008-1121 11/04/2021 112221 36.22
75685

Invoice: 590904047319008-1121

36.22 F8320 416 10/5/21-11/3/21 BrentwdDrGenAcct#590904047319008
Fuel (Natural Gas)

CHECK 102057 TOTAL: 36.22

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CASH ACCOUNT: A 0200 Cash
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102058 11/22/2021 PRTD 6720 CON EDISON OF NEW YO 113308 590904257102003-1121 11/04/2021 112221 111.02
75686

Invoice: 590904257102003-1121

111.02 A7142 415

10/5/21-11/3/21 LakeSt.Ctr GasAcct#590904257102003
RecLakeSt - Utilities

CHECK 102058 TOTAL: 111.02

102059 11/22/2021 PRTD 6720 CON EDISON OF NEW YO 113309 590904257381003-1121 11/04/2021 112221 163.81
75687

Invoice: 590904257381003-1121

163.81 A5132 415

10/5/21-11/3/21 Garage Gas #59-0904-2573-81003
Utilities

CHECK 102059 TOTAL: 163.81

102060 11/22/2021 PRTD 6720 CON EDISON OF NEW YO 113317 590904257379007-1121 11/04/2021 112221 552.35
75695

Invoice: 590904257379007-1121

552.35 A1620 416

10/5/21-11/3/21 VH Gas #590904257379007
Fuel (Natural Gas)

CHECK 102060 TOTAL: 552.35

102061 11/22/2021 PRTD 1578 COOPER FRIEDMAN ELEC 113267 S046061364.001 10/25/2021 112221 85.69
75646

Invoice: S046061364.001

85.69 H7110 201

Mem'l Plz: 2" PVC O-Ring Expansion Joint 4" Travel
21180 Memorial Plaza Project-FYE2021

CHECK 102061 TOTAL: 85.69

102062 11/22/2021 PRTD 7560 CSEA EMPLOYEE BENEFI 113310 CSEAEBF-2021-Nov 10/18/2021 112221 14,806.02
75688

Invoice: CSEAEBF-2021-Nov

12,874.19 A9065 800
1,037.51 F9065 800
894.32 P9065 800

11/1/21-11/30/21 Dental & Vision Coverage
Emp Benefit - Dental & Vision
Emp Benefit - Dental & Vision
Emp Benefit - Dental & Vision

CHECK 102062 TOTAL: 14,806.02

102063 11/22/2021 PRTD 8754 DP WOLFF INC 113277 710218 11/01/2021 112221 596.25
75656

Invoice: 710218

596.25 A5132 407

DPW: HVAC Maint. 2nd Qtr Payment 8/1/21-7/31/22
Maintenance/Maint. Contracts

113365 710219
75743

11/01/2021 112221 448.75

Invoice: 710219

448.75 A7141 407

Rec: HVAC Maint. 2nd Qtr Payment 8/1/21-7/31/22
Maintenance/Maint. Contracts

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
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Invoice: 24532	113389 24532 75767	11/06/2021	112221	1,420.00
	1,420.00 A6771 417	10/1/21SrCtr:RplcHeatingControlValve-RooftopUnit1 Repairs & Maintenance		
		CHECK	102063 TOTAL:	2,465.00
102064 11/22/2021 PRD 9791 THE EXAMINER MEDIA L	113390 80348 75768	10/26/2021	112221	56.00
Invoice: 80348	56.00 A1916 400	10/26/21LegalNotice-PubHearingSpringfieldCourtDec Legal Notices Contractual		
		CHECK	102064 TOTAL:	56.00
102065 11/22/2021 PRD 20850 FUN EXPRESS	113366 712922636-01 75744	11/03/2021	112221	45.74
Invoice: 712922636-01	45.74 A7324 406	Rec: Youth Program-Breakfast with Frosty Supplies Supplies		
		CHECK	102065 TOTAL:	45.74
102066 11/22/2021 PRD 712 FUNDAMENTAL BUSINESS	113391 211031 75769	10/31/2021	112221	1,324.50
Invoice: 211031	1,324.50 A3320 400	October 2021 Parking Services Contractual Services		
		CHECK	102066 TOTAL:	1,324.50
102067 11/22/2021 PRD 11010 GABRIELLI TRUCK SALE	113292 1239799B 75670	11/05/2021	112221	84.90
Invoice: 1239799B	84.90 P8160 420	Veh #10 Refuse: Sensor - R/R ABS Vehicle Repair & Maintenance		
		CHECK	102067 TOTAL:	84.90
102068 11/22/2021 PRD 11762 GLENCO SUPPLY INC	113377 27170 75755	09/30/2021	112221	244.00
Invoice: 27170	244.00 A5110 423	Street Signs: Edgewood, Great Oak, View Street Signs		
		CHECK	102068 TOTAL:	244.00
102069 11/22/2021 PRD 11764 GLEN'S TOWING INC	113278 84825 75657	11/05/2021	112221	45.00
Invoice: 84825		Veh #15 Hwy Brine: HD Emission Inspection		

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
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				45.00	A5132	420	Vehicle Repair & Maintenance					
Invoice: 85085				113381	85085		11/15/2021	112221	45.00			
				75759			HD Emission Inspection Billed In Error-Credited Vehicle Repair & Maintenance					
				45.00	A5132	420						
Invoice: 85085-CM				113382	85085-CM		11/15/2021	112221	-45.00			
				75760			HD Emission Inspection Billed In Error-Credited Vehicle Repair & Maintenance					
				-45.00	A5132	420						
				CHECK 102069 TOTAL:							45.00	
102070 11/22/2021 PRTD 11929 GOT TO GO INC				113311	0000497751		10/31/2021	112221	90.00			
Invoice: 0000497751				75689			10/1-10/31/21 H/C Port Restrtrm Srvc-Nannahagen Prk Outside Service					
				90.00	A7110	425						
Invoice: 0000497752				113312	0000497752		10/31/2021	112221	90.00			
				75690			10/1-10/31/21 H/C Port Restroom Srvc-Roselle Prk Outside Service					
				90.00	A7110	425						
Invoice: 0000497753				113313	0000497753		10/31/2021	112221	450.00			
				75691			10/1-10/29/21 Port Restroom Service-Farmers Market Outside Services					
				450.00	A7989	425						
Invoice: 0000490580				113367	0000490580		09/30/2021	112221	90.00			
				75745			9/1-9/30/21 H/C Port Restrtrm Srvc-Nannahagen Prk Outside Service					
				90.00	A7110	425						
Invoice: 0000490581				113368	0000490581		09/30/2021	112221	90.00			
				75746			9/1-9/30/21 H/C Port Restroom Srvc-Roselle Prk Outside Service					
				90.00	A7110	425						
Invoice: 0000490582				113369	0000490582		09/30/2021	112221	270.00			
				75747			9/3-9/24/21 Port Restroom Service-Farmers Market Outside Services					
				270.00	A7989	425						
				CHECK 102070 TOTAL:							1,080.00	
102071 11/22/2021 PRTD 2086 GRADE A PETROLEUM CO				113268	1125595		10/29/2021	112221	166.00			
Invoice: 1125595				75647			Shop: Transmission Fluid Service Pro MultiPurpose Supplies					
				166.00	A5132	406						

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CASH ACCOUNT: A 0200 Cash
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INVOICE DTL DESC

CHECK 102071 TOTAL: 166.00

102072 11/22/2021 PRD 12030 GRAINGER INC

113299 9105938287
75677

11/02/2021

112221

61.44

Invoice: 9105938287

61.44 A5110 406

Hwy: Saw Blades
Supplies

CHECK 102072 TOTAL: 61.44

102073 11/22/2021 PRD 13193 HOME DEPOT CREDIT SE

113351 3301169
75728

10/06/2021

112221

491.98

Invoice: 3301169

491.98 A7020 406

Rec: Storage Shelving
Supplies

CHECK 102073 TOTAL: 491.98

102074 11/22/2021 PRD 458 INTEGRATED TECHNICAL

113345 IN37990
75723

11/10/2021

112221

3,485.00

Invoice: IN37990

2,520.00 A5660 406
965.00 A5660 425

Pay Stations: 11/4,11/9/21 Service;Bill Validator
Supplies
Outside Services

113420 IN37716
75798

10/27/2021

112221

200.00

Invoice: IN37716

200.00 A5660 488

Nov 2021 Digital Monthly Fee-4 Meters @ \$50ea
Software Support/Expense

CHECK 102074 TOTAL: 3,685.00

102075 11/22/2021 PRD 13907 J 3 CARWASH LLC

113399 2021-11-09
75777

11/09/2021

112221

84.00

Invoice: 2021-11-09

84.00 A3120 420

7/6-11/2/21 PD: Car Washes (12)
Vehicle Repair & Maintenance

CHECK 102075 TOTAL: 84.00

102076 11/22/2021 PRD 13910 JA JACKSON CORP

113383 985740
75761

11/11/2021

112221

55.25

Invoice: 985740

55.25 P8160 406

Refuse: Axle, Brackets, Roll Pin for Trash Cans
Supplies

CHECK 102076 TOTAL: 55.25

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CASH ACCOUNT: A 0200 Cash
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102077	11/22/2021	PRTD	13946	JAMAC FROZEN FOOD CO	113314	504006	10/25/2021	112221	706.01
					75692				
				Invoice: 504006	706.01	A6773 455		Seniors: Nutrition Supplies Program Supplies	
					113392	507226	11/15/2021	112221	606.34
					75770				
				Invoice: 507226	606.34	A6773 455		Seniors: Nutrition Supplies Program Supplies	
							CHECK	102077 TOTAL:	1,312.35
102078	11/22/2021	PRTD	14031	JDM MAINTENANCE INC	113393	9686	11/05/2021	112221	500.00
					75771				
				Invoice: 9686	500.00	A1620 417		10/8-11/5/21 VH: Sewer Inspection Repairs & Maintenance	
							CHECK	102078 TOTAL:	500.00
102079	11/22/2021	PRTD	192	JESCO INC.	113279	G65285	10/20/2021	112221	229.00
					75658				
				Invoice: G65285	229.00	A5132 420		Veh #61 Hwy Loader: Telematics Module for JD Link Vehicle Repair & Maintenance	
					113359	WC9581	11/09/2021	112221	236.82
					75736				
				Invoice: WC9581	236.82	A5132 420		Veh #'s 61,62 Hwy Loaders: Fuel Filter Kits Vehicle Repair & Maintenance	
							CHECK	102079 TOTAL:	465.82
102080	11/22/2021	PRTD	11150	THE JOURNAL NEWS	113352	0004783981-2	06/22/2021	112221	44.00
					75729				
				Invoice: 0004783981-2	44.00	A1916 400		Balance Owed on Original Invoice#0004783981 Legal Notices Contractual	
							CHECK	102080 TOTAL:	44.00
102081	11/22/2021	PRTD	14457	JP MCHALE PEST MANAG	113315	9279277	11/01/2021	112221	51.50
					75693				
				Invoice: 9279277	51.50	A6771 425		November 2021 Senior Center - Monthly Pest Control Outside Service	
					113316	9278199	11/01/2021	112221	55.00
					75694				
				Invoice: 9278199	55.00	A7110 425		Nov 2021 Train Station - Monthly Pest Control Outside Service	

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CASH ACCOUNT: A 0200 Cash
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Invoice: 9279037	113318 9279037 75696	11/01/2021	112221	55.00
	55.00 A1620 425	Nov 2021 VH: Monthly Pest Control Outside Service		
Invoice: 9279036	113353 9279036 75730	11/01/2021	112221	55.00
	55.00 A7142 425	Nov 2021 PCTV: Monthly Pest Control RecLakeSt - Outside Services		
Invoice: 9278198	113370 9278198 75748	11/01/2021	112221	55.00
	55.00 A7141 425	Nov 2021 Rec Center - Monthly Pest Control RecMarble Outside Services		
		CHECK 102081 TOTAL:		271.50
102082 11/22/2021 PRTD 14632 KEANE & BEANE PC	113404 74204 75782	11/12/2021	112221	38.00
Invoice: 74204	38.00 A1420 400	October 2021 - Purdue Pharma Claim Law Contractual Services		
Invoice: 74196	113405 74196 75783	11/12/2021	112221	315.00
	315.00 A1420 400	October 2021 - Tax Certiorari Matters Law Contractual Services		
Invoice: 74200	113406 74200 75784	11/12/2021	112221	337.50
	337.50 A1420 400	October 2021 - In Rem Matters Law Contractual Services		
Invoice: 74203	113407 74203 75785	11/12/2021	112221	855.00
	855.00 A1420 400	October 2021 - Pleasantville Estates Law Contractual Services		
Invoice: 74209	113409 74209 75787	11/12/2021	112221	1,080.00
	1,080.00 A1420 400	October 2021 - General Labor Matters Law Contractual Services		
Invoice: 74201	113410 74201 75788	11/12/2021	112221	3,863.50
	3,863.50 A1420 400	October 2021 - General Law Contractual Services		
		CHECK 102082 TOTAL:		6,489.00

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CASH ACCOUNT: A 0200 Cash
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102083	11/22/2021	PRTD	15845	LEXISNEXIS RISK DATA	113412	1608691-20211031	10/31/2021	112221	215.18
					75790				
				Invoice: 1608691-20211031					
					215.18	A3120 473			
							October 2021 Monthly Subscription Fee Dues & Subscriptions		
							CHECK	102083 TOTAL:	215.18
102084	11/22/2021	PRTD	15970	LITE CONCEPTS LTD	113384	5935	11/05/2021	112221	696.00
					75762				
				Invoice: 5935					
					696.00	A5182 406			
							St Lights:Transformer Base,Connection Bolts-Manvle Supplies		
							CHECK	102084 TOTAL:	696.00
102085	11/22/2021	PRTD	320	EMPIRE EQUIPMENT SAL	113293	41011	11/05/2021	112221	90.58
					75671				
				Invoice: 41011					
					90.58	A8170 420			
							Veh #13 Sweeper: Side Latches Vehicle Repair & Maintenance		
							CHECK	102085 TOTAL:	90.58
102086	11/22/2021	PRTD	1962	MARSHALL ALARM SYSTE	113269	R 70406	11/01/2021	112221	59.95
					75648				
				Invoice: R 70406					
					59.95	A5132 425			
							Dec 2021 Fire Alarm Monitoring, Daily Test-DPW Outside Service		
					113270	R 70431	11/01/2021	112221	50.95
					75649				
				Invoice: R 70431					
					50.95	A5132 425			
							Dec 2021 Burglar Alarm Monitoring, Daily Test-DPW Outside Service		
					113319	R 70430	11/01/2021	112221	29.95
					75697				
				Invoice: R 70430					
					29.95	A7220 425			
							December 2021 Pool Alarm Monitoring Outside Services		
					113320	R 70428	11/01/2021	112221	45.95
					75698				
				Invoice: R 70428					
					45.95	A7141 425			
							December 2021 Rec Office Fire Alarm Monitoring RecMarble Outside Services		
					113321	R 70429	11/01/2021	112221	54.90
					75699				
				Invoice: R 70429					
					54.90	A7141 425			
							Dec 2021 RecOfficeAlarmMonitornrg,Open/CloseReprts RecMarble Outside Services		

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CASH ACCOUNT: A 0200 Cash
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CHECK 102086 TOTAL: 241.70

102087 11/22/2021 PRTD 17351 NHORA MEJIA

113322 Mejia-2021-11-09
75700

11/09/2021

112221

100.00

Invoice: Mejia-2021-11-09

100.00 A1110 477

11/9/21 Court Interpreter - Spanish
Interpreter

CHECK 102087 TOTAL: 100.00

102088 11/22/2021 PRTD 18390 MOUNT KISCO TRUCK &

113294 305192
75672

11/09/2021

112221

425.80

Invoice: 305192

425.80 P8160 420

Veh #10 Refuse: Lamps - Backup, Hopper, Tail
Vehicle Repair & Maintenance

CHECK 102088 TOTAL: 425.80

102089 11/22/2021 PRTD 2092 GERARD MULLEN

113296 StOpening-16-2021
75674

09/10/2021

112221

4,900.00

Invoice: StOpening-16-2021

4,900.00 A 0031

Refund Escrow on Permit #16-2021
Street Opening Escrow Accounts

CHECK 102089 TOTAL: 4,900.00

102090 11/22/2021 PRTD 19220 NEW YORK POWER AUTHO 113354 6100100118

75731

11/09/2021

112221

15,835.92

Invoice: 6100100118

2,377.46 A1620 440
502.23 A5132 415
4,800.58 A5182 440
20.56 A5660 415
1,658.39 A6771 415
170.23 A7110 415
2,971.32 A7110 440
348.66 A7141 415
723.40 A7142 415
760.88 A7220 415
1,502.21 F8320 415

October 2021 Billing Period
Power Expenses PASNY
Utilities
Power Expenses PASNY
Utilities
Utilities
Utilities
PASNY - Field Lights
RecCtr Marble Utilities
RecLakeSt - Utilities
Utilities
Utilities

CHECK 102090 TOTAL: 15,835.92

102091 11/22/2021 PRTD 19570 NEW YORK STATE & LOC 113378 40104ERS-2022

75756

11/04/2021

112221

629,607.00

Invoice: 40104ERS-2022

392,497.00 A9010 800
103,004.00 F9010 800
134,106.00 P9010 800

NYS ERS Annual Payment Due 12/15/21
Employees State Retirement Sys
Employees State Retirement Sys
Employees State Retirement Sys

11/18/2021 15:22
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VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

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INVOICE DTL DESC

CHECK 102091 TOTAL: 629,607.00

102092 11/22/2021 PRTD 19590 NEW YORK STATE & LOC 113379 40104PFRS-2022
75757

11/04/2021 112221 863,455.00

Invoice: 40104PFRS-2022

863,455.00 A9015 800

NYS PFRS Annual Payment Due 12/15/21
Police & Fire Retirement Sys

CHECK 102092 TOTAL: 863,455.00

102093 11/22/2021 PRTD 20 NYS EMPLOYEES HEALTH 113380 570
75758

11/08/2021 112221 170,757.96

Invoice: 570

145,940.51 A9060 800
13,516.16 F9060 800
11,301.29 P9060 800

December 2021 Health Insurance Coverage
Emp Benefit - Hospital/Medical
Emp Benefit - Hospital/Medical
Emp Benefit - Hospital/Medical

CHECK 102093 TOTAL: 170,757.96

102094 11/22/2021 PRTD 18991 NYTECH

113271 C40312004
75650

11/03/2021 112221 153.61

Invoice: C40312004

153.61 A5132 406

Shop: Towels, Gloves, Tire Repair Plugs, Glue
Supplies

CHECK 102094 TOTAL: 153.61

102095 11/22/2021 PRTD 1890 OPTIMUM

113421 07882392898019-1121
75799

11/10/2021 112221 68.40

Invoice: 07882392898019-1121

68.40 A1681 481

11/16/21-12/15/21 DPW Modem 07882392898019
LightPath -High Speed + E-mail

CHECK 102095 TOTAL: 68.40

102096 11/22/2021 PRTD 1890 OPTIMUM

113422 07882407223010-1121
75800

11/10/2021 112221 96.44

Invoice: 07882407223010-1121

96.44 F1681 481

11/16/21-12/15/21 327SBdfrdRdInternet07882407223010
LightPath -High Speed + E-mail

CHECK 102096 TOTAL: 96.44

102097 11/22/2021 PRTD 1890 OPTIMUM

113423 07882418589013-1121
75801

11/10/2021 112221 107.89

Invoice: 07882418589013-1121

107.89 F8340 481

11/16/21-12/15/21 RidgviewDr Internet07882418589013
LightPath -High Speed + E-mail

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

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CHECK 102097 TOTAL: 107.89

102098 11/22/2021 PRTD 1890 OPTIMUM

113424 07882412599018-1121
75802

11/10/2021

112221

113.78

Invoice: 07882412599018-1121

73.40 A1681 481
40.38 A7020 405

11/16/21-12/15/21RecCtr Intern/Phone07882412599018
LightPath -High Speed + E-mail
Telephone

CHECK 102098 TOTAL: 113.78

102099 11/22/2021 PRTD 1890 OPTIMUM

113425 07882008175024-1121
75803

11/10/2021

112221

156.77

Invoice: 07882008175024-1121

156.77 A7220 415

11/16/21-12/15/21PoolWiFi, Intrnt, Phn07882008175024
Utilities

CHECK 102099 TOTAL: 156.77

102100 11/22/2021 PRTD 1890 OPTIMUM

113426 07882407219019-1121
75804

11/10/2021

112221

177.35

Invoice: 07882407219019-1121

106.40 A1681 481
53.21 F1681 481
17.74 P1681 481

11/16/21-12/15/21 VH DSL #07882407219019
LightPath -High Speed + E-mail
LightPath -High Speed + E-mail
LightPath -High Speed + E-mail

CHECK 102100 TOTAL: 177.35

102101 11/22/2021 PRTD 1317 PAYMENTECH, LLC

113323 84029638
75701

11/01/2021

112221

35.00

Invoice: 84029638

35.00 A7550 489

10/1/21-10/31/21 Music Festival CC Fees
Fstvl Credit Card Fees

CHECK 102101 TOTAL: 35.00

102102 11/22/2021 PRTD 1279 PAYMENTECH, LLC

113324 84029637
75702

11/01/2021

112221

263.93

Invoice: 84029637

263.93 A5660 489

10/1/21-10/31/21 Parking CC Fees
Credit Card Fees

CHECK 102102 TOTAL: 263.93

102103 11/22/2021 PRTD 21530 PECKHAM INDUSTRIES I

113346 967754
75724

11/06/2021

112221

618.72

Invoice: 967754

618.72 F8340 430

11/5/21 Type 3 Binder, 7F3 Top-Water Patches
Patching Material

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

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				DOCUMENT	INVOICE DTL DESC	
					CHECK 102103 TOTAL:	618.72
102104	11/22/2021	PRTD	22730 PLEASANTVILLE WATER	113325 217727 75703	11/01/2021 112221	106.37
Invoice: 217727				106.37 A7141 415	8/1/21-10/31/21 Rec Center - Acct#110890013 RecCtr Marble Utilities	
					CHECK 102104 TOTAL:	106.37
102105	11/22/2021	PRTD	22730 PLEASANTVILLE WATER	113326 217745 75704	11/01/2021 112221	317.74
Invoice: 217745				317.74 A7110 415	8/1/21-10/31/21 Hopper St Field House #110990025 Utilities	
					CHECK 102105 TOTAL:	317.74
102106	11/22/2021	PRTD	22730 PLEASANTVILLE WATER	113327 217725 75705	11/01/2021 112221	962.62
Invoice: 217725				962.62 A5132 415	8/1/21-10/31/21 DPW Garage Acct#110870011 Utilities	
					CHECK 102106 TOTAL:	962.62
102107	11/22/2021	PRTD	22730 PLEASANTVILLE WATER	113328 217746 75706	11/01/2021 112221	1,589.06
Invoice: 217746				1,589.06 A7110 415	8/1/21-10/31/21 Prkwy Field Irrigation Acct#110991019 Utilities	
					CHECK 102107 TOTAL:	1,589.06
102108	11/22/2021	PRTD	22730 PLEASANTVILLE WATER	113329 217872 75707	11/01/2021 112221	1,589.06
Invoice: 217872				1,589.06 A7110 415	8/1/21-10/31/21 Spring St/Roselle Park #120861000 Utilities	
					CHECK 102108 TOTAL:	1,589.06
102109	11/22/2021	PRTD	22850 POSTMASTER	113413 Water-December-2021 75791	11/16/2021 112221	442.00
Invoice: Water-December-2021				442.00 F1670 447	December 2021 Water Bills Postage Postage Expense	
					CHECK 102109 TOTAL:	442.00

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

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INVOICE DTL DESC

102110 11/22/2021 PRTD 23305 PROSPERO NURSERY

113330 63907-1
75708

10/20/2021

112221

1,051.78

Invoice: 63907-1

46.78 A7110 406
112.50 A8560 400
195.00 A8560 400
195.00 A8560 400
502.50 CM 0089

Prk:PeatMossBioTone;50/50:33Lake,12Spring,43Leland
Supplies
Contractual Services
Contractual Services
Contractual Services
Tree Planting/Maint Program

113331 64525-1
75709

10/27/2021

112221

590.00

Invoice: 64525-1

147.50 A8560 400
147.50 A8560 400
147.50 CM 0089
147.50 CM 0089

50/50 Tree: Maple-5 Great Oak, Maple-15 Ashland
Contractual Services
Contractual Services
Tree Planting/Maint Program
Tree Planting/Maint Program

CHECK 102110 TOTAL: 1,641.78

102111 11/22/2021 PRTD 876 RICOH USA, INC.

113272 5063122092
75651

11/01/2021

112221

12.62

Invoice: 5063122092

12.62 A5010 442

Oct 2021 DPW Black and White, Color Copies
Copy Machine

CHECK 102111 TOTAL: 12.62

102112 11/22/2021 PRTD 1996 RIMKUNAS ENGINEERING

113427 204
75805

11/15/2021

112221

13,850.00

Invoice: 204

13,850.00 H7180 201

Cap Prjct: Pool Design Phase
21770 Pool Reconstruction - FYE 2021

CHECK 102112 TOTAL: 13,850.00

102113 11/22/2021 PRTD 26750 S & S WORLDWIDE

113372 IN100885999
75750

11/04/2021

112221

210.77

Invoice: IN100885999

35.62 A7323 455
41.66 A7324 406
133.49 A7330 406

Rec: PreSchool/YouthPrgrm/PantherClub Supplies
Program Supplies
Supplies
Supplies

CHECK 102113 TOTAL: 210.77

102114 11/22/2021 PRTD 24869 SAFEGUARD BUSINESS S

113394 034756318
75772

11/10/2021

112221

65.00

Invoice: 034756318

65.00 A1410 406

Admin: Death Cert. Stock Qty(200)
Supplies

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE
DOCUMENT

INV DATE PO

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				DOCUMENT		INVOICE DTL DESC		
						CHECK	102114 TOTAL:	65.00
102115	11/22/2021	PRTD	24954 SAL'S PIZZA & PASTA	113373	100294	11/05/2021	112221	90.00
Invoice: 100294				75751				
				90.00	A7324 406	11/5/21 Rec: Pizza 5Lg Pies-3rd & 4th Paint Night Supplies		
Invoice: 102053				113374	102053	11/12/2021	112221	73.00
				75752				
				73.00	A7324 406	11/12/21 Rec: Pizza 4Lg Pies-MiddleSchlPaintNight Supplies		
Invoice: 100499				113395	100499	11/12/2021	112221	22.22
				75773				
				22.22	A6771 455	11/12/21SrCtr:Pizza/MovieNight-1Lg Pie,2 DietCokes Program Supplies		
						CHECK	102115 TOTAL:	185.22
102116	11/22/2021	PRTD	543 SAMMY'S SONS HAND CA	113414	31-Oct-2021	10/31/2021	112221	250.00
Invoice: 31-Oct-2021				75792				
				250.00	A3120 420	Veh#'s55+56 PD: Full Detail Car Wash Vehicle Repair & Maintenance		
						CHECK	102116 TOTAL:	250.00
102117	11/22/2021	PRTD	25762 MARY SERNATINGER	113334	Sernatinger-103121	10/31/2021	112221	600.00
Invoice: Sernatinger-103121				75712				
				600.00	A3620 409	Oct 2021Planning-ARB/ZoningMeetngs/Minute/Decisio Consult/Steno		
						CHECK	102117 TOTAL:	600.00
102118	11/22/2021	PRTD	3977 SHOPRITE SUPERMARKET	113300	02760361871	11/03/2021	112221	19.98
Invoice: 02760361871				75678				
				19.98	A5010 406	DPW: 2022 Calendar, Lysol Supplies		
Invoice: 02760576760				113335	02760576760	10/29/2021	112221	17.55
				75713				
				17.55	A7324 406	Rec: Youth Program Supplies - Halloween Crafts Supplies		
Invoice: 02760355855				113336	02760355855	11/03/2021	112221	62.92
				75714				
				51.95	A7324 406	Rec: Youth Prgrm & Panther Club Supplies		
				10.97	A7330 406	Supplies		

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

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DOCUMENT

INVOICE DTL DESC

Invoice: 02760139988	113337 02760139988 75715	11/08/2021	112221	151.39
	151.39 A6773 455	Seniors: Nutrition Supplies Program Supplies		
Invoice: 02760237855	113375 02760237855 75753	11/09/2021	112221	35.80
	35.80 A7324 406	Rec: Youth Program Supplies Supplies		
		CHECK	102118 TOTAL:	287.64
102119 11/22/2021 PRTD 26090 SIR SPEEDY PRINTING	113338 12310 75716	10/28/2021	112221	365.54
Invoice: 12310	365.54 A3120 406	PD: 2 Part Carbonless Wht/Yllw Receipts Supplies		
	113397 12284 75775	11/12/2021	112221	375.00
Invoice: 12284	375.00 A1010 411	BOT Business Cards Misc		
		CHECK	102119 TOTAL:	740.54
102120 11/22/2021 PRTD 425 SITEONE LANDSCAPE SU	113376 114385898-001 75754	11/04/2021 2022064	112221	5,400.00
Invoice: 114385898-001	5,400.00 A7110 406	Parks: Rye Seed 50lb Bags Qty(40) Supplies		
		CHECK	102120 TOTAL:	5,400.00
102121 11/22/2021 PRTD 26472 SOFTWARE CONSULTING	113355 INV216707 75732	10/27/2021	112221	4,392.96
Invoice: INV216707	4,392.96 A1355 488	11/1/21-10/31/22 Annual Service - PAS System Software Support/Expense		
		CHECK	102121 TOTAL:	4,392.96
102122 11/22/2021 PRTD 1419 SPORTSENGINE, INC	113339 521188 75717	11/01/2021	112221	41.00
Invoice: 521188	41.00 A7330 425	10/1-10/31/21 Rec: Background Checks-Panther Club Outside Services		
		CHECK	102122 TOTAL:	41.00

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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

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INVOICE DTL DESC

102123 11/22/2021 PRD 26902 STAPLES ADVANTAGE

113280 3490294637
75659

10/19/2021

112221

85.45

Invoice: 3490294637

23.50 A5010 406
18.06 A5110 406
25.83 A5132 406
18.06 F8340 406

DPW/Hwy/Shop/Water: 2022 Calendars, Books, Envelopes
Supplies
Supplies
Supplies
Supplies

113281 3490294638
75660

10/19/2021

112221

3.44

Invoice: 3490294638

3.44 A5010 406

DPW: Spiral Notebook (2)
Supplies

113282 3490370472
75661

10/20/2021

112221

3.44

Invoice: 3490370472

3.44 A5010 406

DPW: Spiral Notebooks (2)
Supplies

113283 3490610607
75662

10/23/2021

112221

41.60

Invoice: 3490610607

29.25 A5010 406
12.35 A5132 406

DPW: Toilet Tissue; Shop: Notepads 5/8 Lined
Supplies
Supplies

113284 3490610609
75663

10/23/2021

112221

4.87

Invoice: 3490610609

4.87 A5010 406

DPW: Lysol Wipes
Supplies

113285 3490978743
75664

10/28/2021

112221

26.45

Invoice: 3490978743

26.45 A5010 406

DPW: Copier Paper
Supplies

113340 3491057574
75718

10/29/2021

112221

77.06

Invoice: 3491057574

77.06 A3620 406

Bldg: HP950 XL Blk, HP62 Tricolor, HP62 Blk
Supplies

113398 349029460
75776

10/19/2021

112221

7.05

Invoice: 349029460

7.05 A1110 406

Court: Surge Protector
Supplies

113415 3491968484
75793

11/04/2021

112221

103.91

Invoice: 3491968484

103.91 A6771 406

Seniors: CopyPaper, Calendars, C-Fold PaperTowels
Supplies

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

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DOCUMENT

INVOICE DTL DESC

CHECK 102123 TOTAL: 353.27

102124 11/22/2021 PRTD 28061 THOMAS MERRITTS LAND 113356 30672
75733

11/05/2021 112221 4,000.00

Invoice: 30672

4,000.00 H7110 201

CapPrjct: Topographic Survey Lake St - Nannahagen
22180 Nannahagan Pond - FYE 2022

CHECK 102124 TOTAL: 4,000.00

102125 11/22/2021 PRTD 1137 TIAA COMMERCIAL FINA 113428 8562983
75806

11/16/2021 112221 65.00

Invoice: 8562983

65.00 A3120 442

11/17/21-12/16/21 PD KyoceraCopier Cntrct#41702356
Copy Machine

CHECK 102125 TOTAL: 65.00

102126 11/22/2021 PRTD 18612 TYLER TECHNOLOGIES I 113341 045-359031
75719

10/29/2021 112221 400.00

Invoice: 045-359031

240.00 A1325 425
120.00 F8310 425
40.00 P8160 425

Fin:Tyler Forms AP/PR Signature Modification-Rega
Outside Service
Fin Outside Service
Fin Outside Services

CHECK 102126 TOTAL: 400.00

102127 11/22/2021 PRTD 29102 US BANK EQUIPMENT FI 113416 457308666
75794

11/05/2021 112221 141.00

Invoice: 457308666

141.00 A3620 442

10/30/21-11/30/21 Bldg: Copier Lease SN: HQH259954
Copy Machine

CHECK 102127 TOTAL: 141.00

102128 11/22/2021 PRTD 29310 VALHALLA GARDEN CENT 113273 016541
75652

10/22/2021 112221 60.00

Invoice: 016541

60.00 H7110 201

Mem'l Plaza: 3/8 Gravel - 1yd
21180 Memorial Plaza Project-FYE2021

CHECK 102128 TOTAL: 60.00

102129 11/22/2021 PRTD 29475 VERDE ELECTRIC MAINT 113301 9138
75679

11/02/2021 112221 920.00

Invoice: 9138

920.00 A5182 425

10/16/21 Traffic Signal Maintenance-Bedford/Wheelr
Outside Service

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VILLAGE OF PLEASANTVILLE
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CASH ACCOUNT: A 0200 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE
DOCUMENT

INV DATE PO

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INVOICE DTL DESC

CHECK 102129 TOTAL: 920.00

102130 11/22/2021 PRTD 30618 WESTCHESTER WASTE OI 113286 35969
75665

10/25/2021 112221 95.00

Invoice: 35969

95.00 A5132 425

Shop:10/25/21 Removal of Used Antifreeze-55Gallons
Outside Service

CHECK 102130 TOTAL: 95.00

102131 11/22/2021 PRTD 2079 WILLIAM C LINK, LLC 113357 2021-11-08
75734

11/08/2021 112221 675.00

Invoice: 2021-11-08

675.00 A1410 425

October 2021 Facilities Mgmt Consulting Svcs
Outside Service

CHECK 102131 TOTAL: 675.00

NUMBER OF CHECKS 97 *** CASH ACCOUNT TOTAL *** 1,790,011.96

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	96	1,789,868.43
TOTAL WIRE TRANSFERS	1	143.53

*** GRAND TOTAL *** 1,790,011.96

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VILLAGE OF PLEASANTVILLE
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JOURNAL ENTRIES TO BE CREATED

CLERK: 1429kpun

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 6	211								
APP A-0600	11/22/2021	112221	112221			Accounts Payable		1,501,481.49	
APP A-0200	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
APP F-0600	11/22/2021	112221	112221			Cash			1,790,011.96
APP P-0600	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
APP H-0600	11/22/2021	112221	112221			Accounts Payable		122,601.80	
APP CM-0600	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
	11/22/2021	112221	112221			Accounts Payable		147,135.48	
	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
	11/22/2021	112221	112221			Accounts Payable		17,995.69	
	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
	11/22/2021	112221	112221			Accounts Payable		797.50	
	11/22/2021	112221	112221			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,790,011.96	1,790,011.96
APP A-0392	11/22/2021	112221	112221			Due From General/Water Funds		122,601.80	
APP F-0632	11/22/2021	112221	112221			Due to General/Water Funds			122,601.80
APP A-0394	11/22/2021	112221	112221			Due From General/Refuse Funds		147,135.48	
APP P-0634	11/22/2021	112221	112221			Due to General/Refuse Funds			147,135.48
APP A-0393	11/22/2021	112221	112221			Due From General/Capital Funds		17,995.69	
APP H-0633	11/22/2021	112221	112221			Due to General/Capital Funds			17,995.69
APP A-0396	11/22/2021	112221	112221			Due From General/Trust Funds		797.50	
APP CM-0636	11/22/2021	112221	112221			Due To General/MiscRev Funds			797.50
SYSTEM GENERATED ENTRIES TOTAL								288,530.47	288,530.47
JOURNAL 2022/06/211 TOTAL								2,078,542.43	2,078,542.43

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VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 25
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2022	6	211	11/22/2021			
	A-0200					Cash		1,790,011.96
	A-0392					Due From General/Water Funds	122,601.80	
	A-0393					Due From General/Capital Funds	17,995.69	
	A-0394					Due From General/Refuse Funds	147,135.48	
	A-0396					Due From General/Trust Funds	797.50	
	A-0600					Accounts Payable	1,501,481.49	
						FUND TOTAL	1,790,011.96	1,790,011.96
CM	SPECIAL PURPOSE FUND	2022	6	211	11/22/2021			
	CM-0600					Accounts Payable	797.50	
	CM-0636					Due To General/MiscRev Funds		797.50
						FUND TOTAL	797.50	797.50
F	WATER FUND	2022	6	211	11/22/2021			
	F-0600					Accounts Payable	122,601.80	
	F-0632					Due to General/Water Funds		122,601.80
						FUND TOTAL	122,601.80	122,601.80
H	CAPITAL FUND	2022	6	211	11/22/2021			
	H-0600					Accounts Payable	17,995.69	
	H-0633					Due to General/Capital Funds		17,995.69
						FUND TOTAL	17,995.69	17,995.69
P	REFUSE FUND	2022	6	211	11/22/2021			
	P-0600					Accounts Payable	147,135.48	
	P-0634					Due to General/Refuse Funds		147,135.48
						FUND TOTAL	147,135.48	147,135.48

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VILLAGE OF PLEASANTVILLE
A/P CASH DISBURSEMENTS JOURNAL

P 26
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
A	GENERAL FUND	288,530.47	
CM	SPECIAL PURPOSE FUND		797.50
F	WATER FUND		122,601.80
H	CAPITAL FUND		17,995.69
P	REFUSE FUND		147,135.48
	TOTAL	288,530.47	288,530.47

** END OF REPORT - Generated by Kristin Pungello **

Res. No. 2021-293 Consider authorizing the extension of Lease of Real Property location at 345 Castleton, Pleasantville, New York 10570 and issuing a Negative Declaration pursuant to the New York State Environmental Quality Review Act ("SEQRA")

WHEREAS, the Village of Pleasantville (the "Village") and MetroPCS New York LLC ("MetroPCS") entered into a Communications Site Lease Agreement, dated August 30, 2010, (hereinafter, collectively, the "Lease"), whereby the Village leased to MetroPCS certain premises, therein described, that are a portion of the property located at 345 Castleton Street, Pleasantville, NY 10570 ("Property"); and

WHEREAS, The Village was presented with an offer from MetroPCS to enter into a First Amendment to Communications Site Lease Agreement ("First Amendment") to modify the rent and extend the term of the Lease for a period of five (5) years, commencing on full execution of the First Amendment and expiring five (5) years thereafter; and

WHEREAS, among other things, the First Amendment provides MetroPCS with the right to extend the term for three (3) additional five (5) year terms, which shall automatically renew without further action unless MetroPCS notifies the Village in writing of MetroPCS' intention not to renew the Agreement at least one hundred eighty (180) days prior to the expiration of the Renewal Term; and

NOW, THEREFORE, BE IT HEREBY, RESOLVED, that the Village Board determines that the First Amendment to extend the term of the Lease will have no significant adverse impacts on the environment, and hereby issues a negative declaration under the State Environmental Quality Review Act (6 NYCRR Part 617) for the Lease extension; and it is further

THEREFORE BE IT RESOLVED, that pursuant to the provisions of Section 1-102 of the New York State Village Law, the Village Board does adopt this Resolution agreeing to enter into the First Amendment.

ATTACHMENTS:

Description	Type	Upload Date
First Amendment to Lease Agreement	Backup Material	11/15/2021

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("First Amendment") is made and entered into on _____, 2021 ("Effective Date"), by and between Village of Pleasantville ("Lessor"), and MetroPCS New York, LLC ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a Communications Site Lease Agreement (the "Lease"), dated September 24, 2010 located at 345 Castleton Street, Pleasantville, New York (the "Premises").

B. Lessor and Lessee desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Section 5 of the Lease is amended to provide that commencing on full execution of this Amendment the Rent will be One Thousand Two Hundred 00/100 Dollars (\$1,200.00) per month payable by the first day of each month.
2. Section 5 of the Lease is amended to reflect three percent (3%) escalation per year beginning the first month following the anniversary of date this Amendment is fully executed.
3. The term of this lease is hereby extended for four five-year renewal terms (each a "Renewal Term"), respectively, on the same terms and conditions as set forth in the Lease except as amended. The first Renewal Term will commence upon full execution of the Amendment with three (3) additional five (5) year consecutive renewal terms. The Lease shall automatically renew for each Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Lease at least one hundred eighty (180) days prior to the expiration of the immediately preceding Renewal Term.
4. This Amendment shall be binding upon, and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns. Except as modified by this Agreement, the Lease and all the terms, covenants, conditions, provisions and agreements thereof are hereby in all respects ratified, confirmed and approved. Lessee hereby affirms that on the date hereof no breach or uncured default by Lessor has occurred with respect to the Lease and that the Lease, except as modified by this Agreement, is in full force and effect with no defenses or offsets thereto. Lessee hereby releases Lessor of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises. This Agreement contains the entire understanding between the parties with respect to the matter contained herein. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Agreement, except as are contained herein. Facsimile, DocuSign and pdf signatures on this Agreement shall be binding with the same force and effect as original signatures.
5. Notices: Paragraph 22 of the Lease shall be modified such that all notices to the Lessor under the Lease shall be simultaneously sent electronically to Lessor's attorney, Keith R. Betensky, Esq. at the following e-mail address: keith@betenskylaw.com.

6. **Termination of Memorandum of Lease:** Upon the expiration of, or earlier termination of this Lease, Lessee shall duly execute and record a Termination of the Memorandum of Lease (“Termination of Memo”) attached as Exhibit C to the Lease, all at Lessee’s sole cost and expense.
7. **Removal:** Upon the expiration of this Lease, Lessee shall remove all of its improvements from the Premises at Lessee’s sole cost and expense in accordance with Section 185-35.1(T) of the Village of Pleasantville Code unless Lessor decides, at Lessor’s option, to purchase any portion of said improvements in which case Lessee shall transfer title to said improvements to Lessor pursuant to a Bill of Sale for Ten Dollars (\$10.00). Notwithstanding the foregoing, Lessor shall not have any obligation to purchase any improvements. Simultaneously with signing this Amendment Lessee shall provide evidence that Lessee has secured a removal bond in accordance with Section 185-35.1(T)(6) of the Village of Pleasantville Code.
8. **Insurance:** Paragraph 16 of the Lease shall be amended by adding the following sentence at the end of said Paragraph 16: “Lessee shall also maintain an umbrella insurance policy with minimum limits of Five Million Dollars (\$5,000,000.00). Simultaneously with signing this Amendment, Lessee shall deliver a Certificate of Insurance in accordance with Paragraph 16 of the Lease, as amended hereby. Lessee shall provide Lessor any required certificates of insurance via email at the following email address administrator@pleasantville-ny.gov.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year last written below.

LESSOR:

Village of Pleasantville

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

METROPCS NEW YORK, LLC

By: _____

Print Name: _____

Title: _____

Date: _____



TMO Signatory Level: L06

Res. No. 2021-294 Holiday Season parking/suspending parking meter fees for the time allowed

RESOLVED; that the Board of Trustees hereby suspends parking meter fees for the time allowed on one, two and three hour meters from Friday, November 26, 2021 through Friday, December 24, 2021.

**Res. No. 2021-295 Consider authorizing the Village Administrator to Sign 2021-2022
Independent Contract Services Agreement with Student Assistance Services/DFC
Pleasantville S.T.R.O.N.G**

ATTACHMENTS:

Description	Type	Upload Date
Independent Contract Services Agreement	Backup Material	11/15/2021

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2021 by and between the Village of Pleasantville, having offices at 80 Wheeler Avenue; Pleasantville, New York 10570 (hereinafter "Village") and Student Assistance Services Corporation, having offices at 660 White Plains Road, Tarrytown, New York 10591 (hereinafter "Contractor").

WITNESSETH:

1. Services – The Village hereby engages the Contractor to provide services in support of the Pleasantville STRONG community coalition Drug Free Communities Support grant. The services include providing technical assistance support for the implementation of the project. Services under this Agreement are more fully described in the Schedule "A" attached hereto and made a part hereof.

The Contractor represents that it has the requisite knowledge and skills to provide all such services.

2. Compensation – It is expressly understood and agreed upon that the Contractor shall be compensated only for those services outlined in Paragraph 1 of this Agreement. The Village shall pay the Contractor a fee not to exceed Three Thousand Nine Hundred and Sixty Dollars (\$3,960.00) in the period September 30, 2021 through September 29, 2022.
3. Payment – The Contractor shall invoice the Village on a quarterly basis in equal amounts, and payment will be made within 30 days of receipt of quarterly invoices and after approval of the Project Director.
4. Duration – This Agreement shall be in full force and effect for the period September 30, 2021 through September 29, 2022, and may not be assigned without the express written consent of the Village.
5. Independent Contractor Status – The Contractor enters into this Agreement and will remain throughout the term an Independent Contractor, and shall not be entitled to any rights or benefits afforded to the Village's employees, including, without limitation, disability, unemployment insurance, workers' compensation, medical insurance, sick leave or any employment benefit. The Contractor is responsible for providing at the Contractor's sole expense, disability, unemployment, workers' compensation, and all other forms of insurance.
6. All services rendered and work performed by the Contractor will be under the direction and subject to the complete approval of the Project Director.
7. Termination – This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. Upon such termination, the Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination.

8. Insurance – Prior to commencing work, the Contractor shall obtain at its own cost and expense the following types of insurance in the following amounts, and which it shall maintain in full force and effect during the entire term of this Agreement. All such insurance shall reflect the Village as an additional insured thereunder, and the Village shall receive no less than 15 days written notice in the event of termination thereof. The Contractor shall provide the Village with a Certificate of Insurance reflecting the following coverage:
- (a) Workers' Compensation. Insurance coverage for all employees and contractors of Student Assistance Services Corporation.
 - (b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (c) Professional Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include for bodily injury and property damage the following coverage:
 - (e) Owned automobiles
 - (f) Hired automobiles
 - (g) Non-owned automobiles
 - (h) Excess Insurance of \$2,000,000 per occurrence and \$2,000,000 aggregate.

The Contractor understands and acknowledges failure to obtain such insurance on behalf of the Village constitutes a material breach of contract.

9. Indemnification – The Contractor shall indemnify, defend and hold the Village, its employees, officers, and agents harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate, in any manner, to the services provided by the Contractor and its personnel to the Village pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Village, its employees, officers, and agents may be named as a party, notwithstanding that the Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.
10. Notices – All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below:

To the Village:
Frederick Morrissey, Village Administrator
Pleasantville STRONG
Village of Pleasantville
80 Wheeler Avenue
Pleasantville, New York 10570

To the Contractor:
Ellen Morehouse, Executive Director

Student Assistance Services Corporation
660 White Plains Road
Tarrytown, New York 10591

11. Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
12. Entire Understanding – This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
13. Governing Law – This Agreement shall be governed by the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF PLEASANTVILLE

Frederick Morrissey
Village Administrator

Date

STUDENT ASSISTANCE SERVICES CORPORATION

_____
Ellen Morehouse
Executive Director

Date

Pleasantville STRONG Coalition
Schedule A

The following schedule outlines the services to be delivered by Student Assistance Services. SAS provides support and assistance for the DFC grant. The coalition retains responsibility for implementation of strategies and content and filing deadlines of reports. Since SAS is acting in a support role, SAS does not take responsibility for missed reporting deadlines or content errors/oversights, which remain the responsibility of the Coalition.

The services to be delivered by SAS (the Agency) are including:

- 1- Assist in grant application preparation
- 2- Assist in grant management fiscal issues.
- 3- Assist in the preparation of DFC program reports

Res. No. 2021-296 Consider authorizing the Village Administrator to sign Rental Agreement with PCTV

RESOLVED; that the Board of Trustees hereby authorizes the Village Administrator to sign a Month-to-Month Lease Agreement with Pleasantville Community Television, Inc. effective June 1, 2021.

ATTACHMENTS:

Description	Type	Upload Date
Month to Month Lease Agreement	Backup Material	11/15/2021

MONTH-TO-MONTH LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between **THE VILLAGE OF PLEASANTVILLE , 80 WHEELER AVENUE, PLEASANTVILLE, NY 10570** ("Landlord") and **PLEASANTVILLE COMMUNITY TELEVISION, INC ("Tenant" or 'PCTV')**, effective **June 1, 2021**. Landlord and Tenant may collectively be referred to as the "Parties" or individually as "Party". The Parties agree as follows:

PREMISES: Landlord hereby leases to Tenant certain space within its premises located at 2 Lake Street, Pleasantville, New York 10570 (the "Premises") as shown on EXHIBIT A appended hereto.

LEASE TERM: The term of this Lease will commence on June 1, 2021 and will continue as a month-to-month tenancy until (i) terminated in accordance with the terms and conditions of this Lease, or (ii) such time as the Parties agree to enter into a term lease agreement on the terms and conditions acceptable to Landlord and tenant in their sole and absolute discretion. In the event the Parties enter into a term lease agreement, this Lease shall terminate upon the commencement of said term lease agreement.

TERMINATION: Subject to earlier termination pursuant to the provisions of the Default paragraph below, either Party may terminate this Lease for any reason by giving the other Party thirty (30) days prior written notice of termination, said termination to be effective on the last day of the month following the expiration of the thirty (30) day notice period. Tenant shall be responsible for payment of rent to and including the effective date of termination of this Lease.

RENT: Tenant agrees to pay to Landlord as rent for the Premises the amount of one thousand dollars (\$1000.00) each month in advance on the 1st day of each month. Tenant shall remit payment to Landlord at 80 Wheeler Avenue, New York 10570 or at such other address designated by Landlord in notice to Tenant.

LATE CHARGES: Rent is due on the 1st of each month. If any or all of the rent is not received by the 15th day of the month, a late fee of \$50 will be charged plus interest on the amount due at the rate of 7% per annum from the due date to the date paid.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge as set forth in NYS General Municipal Law Section 85 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

DEFAULT: If Tenant fails to perform or fulfill any material obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute or ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option: a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or b) declare Tenant in default of the Lease in which event this Lease shall terminate on the date set forth in said Notice of termination. In the event of default, Landlord may also, as permitted by law, re-enter the Premises on the termination date and re-take possession of the Premises.

QUIET ENJOYMENT: Provided tenant complies with the terms and conditions of this Lease, Tenant shall be entitled to quiet enjoyment of the Premises

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the commencement of the term of this Lease. At the termination of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a video and recording production studio and office for PCTV, it being understood that the studio shall be available to the public for program recording in fulfillment of its mission as a public access television station. It is further understood that the studio may also be used for the production of third party for-fee work.

The Premises shall not be used for any other purpose without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

OCCUPANTS: Tenant agrees to comply with any posted occupancy limits and all building codes.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign this Lease or sublease any interest in this Lease. Any attempted assignment or sublease in violation of this provisions shall be null and void and of no force or effect.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

NO SMOKING: Smoking is prohibited inside premises.

UTILITIES AND SERVICES: Electricity and water consumption and usage are Included in the rent. No further charges related for these services will be the responsibility of the Tenant. Telephone service, cable television and other utilities are not furnished as a part of this Lease, unless otherwise indicated in this Lease. These services shall be obtained by Tenant at its sole cost and expense. Charges for heat, hot water, water, garbage pick-up, snow-removal and grounds maintenance are included in the rent and are the responsibility of the Landlord.

PETS: Tenant shall not keep any pets on the Premises. This does not preclude the presence of animals that are to be featured on broadcasted or taped shows.

ALTERATIONS AND IMPROVEMENTS: Tenant may make improvements or alterations to the Premises with prior written consent of the Landlord upon receipt of proper permits, which consent shall not be unreasonably withheld or denied. If any alterations, improvements or changes are made to or built

on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Landlord shall be responsible for all structural repairs and to maintenance of the plumbing, heating and electrical systems of the Premises at Landlord's sole cost and expense, subject to the following. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease. Tenant shall be responsible to make all repairs to for damage to the Premises, fixtures, appliances and equipment therein caused by the negligence of Tenant, including Tenant's employees, contractors, agents or invitees.

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. Landlord shall use its best efforts to minimize any disruption of Tenant's business when entering Premises, especially at such times when Tenant is engaged in a recording session. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant on the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Tenant must provide the Village with a certificate of insurance naming the Village as additional insured and as certificate holder.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT: This Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service with proof of delivery, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either Party to enforce any provisions of the Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, or for damage to property arising from Tenant use and occupancy of the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except if caused by Landlord's act or negligence.

LEGAL FEES: In the event that the Tenant violates the terms of the Lease or defaults in the performance of any covenants in the Lease and the Landlord engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, if Landlord prevails, Tenants shall be liable to Landlord for the costs and expenses incurred in enforcing this Lease, including reasonable attorney fees. In the event the Tenant brings any action against the Landlord pursuant to this Lease and the Landlord prevails, Tenant shall be liable to Landlord for costs and expenses of defending such action, including reasonable attorney fees.

ADDITIONAL TERMS AND CONDITIONS

DISPLAY OF SIGNS: Tenant agrees that no signs shall be placed on the Premises without the prior written consent of the Landlord.

PARKING: Tenant is granted permission to use the parking spaces in the parking lot for the purpose of parking for employees and visitors during the term of this Lease. Overnight parking is prohibited.

Landlord is not responsible for, nor does it assume any liability for, damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents.

NO OTHER SPACE USAGE: Tenant is only entitled to occupy the premise as described above. This Lease does not entitle the Tenant to use of any area outside of the leased premises, or other rooms without written permission from the Landlord.

WATER LEAKS: Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately.

IN WITNESS THEREOF, the Parties have caused this Lease to be executed on the day and year first above written.

LANDLORD:

Date

FOR PCTV

Name (print)

Res. No. 2021-297 Consider authorizing agreement with G&S Solar/ RM Community Solar, LLC, for the Village to have an opportunity to purchase Community Solar credits which could be used to offset the Villages electricity charges while supporting local renewable energy generation

WHEREAS; the Village Board of Trustees believes participating as a subscriber in community solar provides an opportunity benefit from financial savings while supporting local renewable energy generation; and

WHEREAS; the Village of Pleasantville has an opportunity to enroll a in community solar through Sustainable Westchester's Community Solar program; and

WHEREAS; the total credit amount that appears on the Village's Consolidated Edison or New York Power Authority bill will offset the Village's electric charges and this credit amount will vary each month depending on the output of the solar system, Value of Distributed Energy Resource (VDER) credit rate, and the Village's individual allocated portion of the community solar project.

NOW; THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Pleasantville hereby authorizes the Village Administrator to execute the attached Community Solar Credit Agreement with G&S Solar / RM Community Solar LLC for the Village to purchase Community Solar Credits at a ten percent (10%) discount to their value; and

BE IT FURTHER RESOLVED; that the initial term of the Agreement shall be two (2) years and will commence on the date of the first utility bill displaying credits and, following the initial two (2) year term, the agreement will be automatically extended on a yearly basis under the same terms unless either party elects to terminate the agreement.

ATTACHMENTS:

Description	Type	Upload Date
Community Solar Agreement	Backup Material	11/17/2021

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

Community Distributed Generation Disclosure Form	
Subscriber Information & Electric Utility	<p><u>Name:</u></p> <p><u>Service Address:</u></p> <p><u>Phone:</u></p> <p><u>Email:</u></p> <p><u>Utility:</u> Consolidated Edison Company of New York, Inc. / New York Power Authority</p>
Overview	This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees, and Charges	<p><u>Billed Amount:</u> 90% of value of the community solar credit amount on your Consolidated Edison or New York Power Authority Bill</p> <p>The total credit amount that appears on your Consolidated Edison or New York Power Authority bill will offset your electric charges. This credit amount will vary each month depending on the output of the solar system, Value of Distributed Energy Resource (VDER) credit rate, and your individual allocated portion of the community solar project.</p> <p>Payments will be either made by check or automatically withdrawn from your bank account on file using ACH's secure transaction process. You will be notified of the charge amount and billing date prior to your withdrawal being processed. Any changes to this billing cadence will be communicated by the Provider.</p>
Project Location and Subscriber Allocation	<p><u>Location:</u> To Be Determined.</p> <p><u>Size:</u> To Be Determined</p> <p><u>Generation allocated to Subscriber:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation will reflect the lesser of approximately 100% of your historic annual usage or the solar credits available. Provider shall have the right to make adjustments to the percentage of the Credits allocable to you.</p>
Length of Agreement and Renewal	<p>This agreement will last two (2) years and will commence on the date of the first Electric Utility bill displaying credits.</p> <p>Following the initial two (2) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elect to terminate the agreement.</p>
Early Termination	Subscriber has the right to terminate this Agreement by providing written notice to Authorized Designee of not less than sixty (60) days.
Estimated Benefits	<p>Estimate of kWh generation received annually: Approximately 90% of current annual consumption.</p> <p>Generation will be provided as a monetary bill credit based on the VDER rate.</p>
Guarantees	This contract does not guarantee savings or a minimum level of system performance or production of energy.

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CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

Data Sharing and Privacy Policy	Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution. Provider will restrict disclosure of the information solely to employees, representatives, investors, and/or advisors with a need to know and not disclose to third parties.
Subscriber Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions www.dps.ny.gov/complaints.html .
Other Important Terms	The services provided by RM Community Solar LLC to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	PowerMarket 335 Madison Avenue New York, NY 10017 917-793-1171 gssolar@powermarket.io

Signature of Authorized Company Official or Representative:

Date:

Signature of Subscriber:

Date:

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Solar Community Distributed Generation Agreement for Subscribers ("Agreement") is entered into as of the "Effective Date" stated on the Cover Page by and between the "Authorized Designee of the CDG Host" and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for purchasing the Percentage Allocation of the Project NMGF. By signing the Cover Page, Subscriber agrees to the terms and conditions below.

2. **DEFINITIONS.**

- a. "Agreement" means this Solar Community Distributed Generation Agreement for Subscribers;
- b. "Annual Reconciliation" is defined in Section 5(b);
- c. "Annual Reconciliation Payment" means Subscriber's additional annual payment to Authorized Designee calculated by finding the product of the excess number of kWhs distributed to Subscriber after the Authorized Designee performs an Annual Reconciliation and the Subscription Rate;
- d. "Authorized Designee of the CDG Host" or "Authorized Designee" means PowerMarket, LLC;
- e. "Bill Credits" and "Bill Credit Rate": "Bill Credits" are the monetary credits applied on Subscriber's Electric Utility bill. "Bill Credit Rate" means the per kWh rate for the Service Classification applicable to Subscriber. Bill Credits are calculated by finding the product of the number of kWhs allocated to Subscriber during a given Bill Period and the Bill Credit Rate;
- f. "Bill Period" means one (1) calendar month, commencing from the Term defined in Section 3;
- g. "CDG Host" means a non-residential customer of the Electric Utility that owns or operates the Project NMGF. The CDG Host is a signatory to a Community Distributed Generation Operating Agreement with the Electric Utility to permit CDG Host to participate in the CDG Program in the Electric Utility's service territory;
- h. "CDG Host Anniversary" means each twelve (12) month period after commencement of the Term defined in Section 3;
- i. "CDG Program" means the New York State Community Distributed Generation program authorized by the New York State Public Service Commission's July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings (Case 15-E-0082), as amended and administered by the Electric Utility;
- j. "Commercial Operation Date" or "COD" means the date upon which the Project NMGF is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;
- k. "Effective Date" means the date of the first Electric Utility bill displaying credits;
- l. "Electric Utility" means a utility in New York that provides Subscriber with electricity service;
- m. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project NMGF including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project NMGF of any kind;
- n. "Excess Generation" means the number of kWhs generated by the Project NMGF and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;
- o. "Force Majeure" means any event or circumstance beyond the reasonable control of CDG Host or the Authorized Designee or Subscriber and not resulting from CDG Host's or the Authorized Designee's or the Subscriber's negligence;
- p. "Kilowatt Allocation" means, prior to the Commercial Operation Date, the number of kW of the Project NMGF Capacity allocated to Subscriber;
- q. "kW(s)" means one-thousand (1,000) watts of electrical power;
- r. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;
- s. "Monthly Subscription Payment" is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Project NMGF in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate;
- t. "NYISO" means the New York Independent System Operator, which operates the State of New York's power grid and wholesale electricity markets;
- u. "NYISO Zone(s)" means one or more of the eleven (11) regional market zones operated by NYISO;
- v. "Percentage Allocation" means,
 - i. prior to the Commercial Operation Date, the percentage of the Project NMGF Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project NMGF Capacity; or
 - ii. subsequent to the Commercial Operation Date, the percentage of the Project NMGF's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;
- w. "Project NMGF" means the NMGF from which Subscriber purchases the Percentage Allocation;
- x. "Project NMGF Capacity" means the nameplate capacity in kW of the Project NMGF;
- y. "Renewal Term" is defined in Section 3;
- z. "Service Address" means the metered service address identified on the Cover Page;
- aa. "NMGF" means an electric generation facility eligible for net-metering as a non-residential customer in conformance with New York Public Service Law Section 66-j;
- bb. "Subscriber" means the person or persons or organization identified on the Cover Page as purchasing the Percentage Allocation, and which is an electric service customer of the Electric Utility;
- cc. "Subscriber Data" is defined in Section 4(e);
- dd. "Subscriber Eligibility Criteria" is defined in Section 4(c);

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ee. "Subscription Rate" means the price per kWh charged by the Authorized Designee to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Bill Credit Rate applied to Subscriber's Electric Utility bill multiplied by ninety percent (90%), including applicable taxes;

ff. "Tariff" means the Consolidated Edison Company of New York, Inc. or New York Power Authority Schedules for Electric Service;

gg. "Term" is defined in Section 3.

3. TERM. The Agreement shall commence on the date set forth in the Community Distributed Generation Disclosure Form and expire on the second anniversary of the Community Distributed Generation Disclosure Form (the "Term"). Thereafter, this Agreement shall renew on a yearly basis under the same terms unless terminated (the "Renewal Term").

4. PURCHASE OF ALLOCATION; ELIGIBILITY.

a. Bill Credits. CDG Host and Authorized Designee agree to sell to Subscriber and Subscriber agrees to purchase from CDG Host and the Authorized Designee, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits. Bill Credits shall be applied to Subscriber's Electric Utility bill no more than once per calendar month.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.

c. Subscriber Eligibility. Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall amount to at least one thousand (1,000) kWhs annually; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff; (v) Subscriber is creditworthy, as determined by the Authorized Designee in its sole and absolute discretion, at the time this Agreement is executed; and (vi) Subscriber has provided the Authorized Designee with requisite credit card or debit card payment information prior to the first Bill Period.

d. Subscriber Authorization. Subscriber authorizes the Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Authorized Designee in connection with the Authorized Designee obtaining Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by CDG Host or the Authorized Designee, the Electric Utility, or a governmental authority having jurisdiction over the CDG Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Authorized Designee to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

5. SUBSCRIPTION PAYMENT.

A. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period, Subscriber shall pay to the Authorized Designee the "Monthly Subscription Payment" for the entire Term and any Renewal Term.

b. Annual Reconciliation. Subscriber's Monthly Subscription Payment is subject to an annual reconciliation. No more than fifteen (15) days after the end of each CDG Host Anniversary, the Authorized Designee shall distribute to Subscriber the proportion of excess Bill Credits remaining on the CDG Host's account in accordance with the Percentage Allocation (each, an "Annual Reconciliation"). In the event an Annual Reconciliation is performed, Subscriber shall pay to the Authorized Designee an Annual Reconciliation Payment. In the event this Agreement is terminated resulting in a partial annual billing period, a reconciliation shall be performed for such partial billing period.

c. Invoicing. Commencing no more than fifteen (15) days after the first Bill Period, the Authorized Designee shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments and Annual Reconciliation Payments either through an "automatic transfer of funds" prior to the invoice due date using the credit or debit card information Subscriber previously provided to the Authorized Designee or, if approved by the Authorized Designee, through a check from the Subscriber to Authorized Designee. In the event Subscriber desires to change its payment information, it shall provide the Authorized Designee with five (5) days' notice thereof.

d. Authorized Designee Adjustments. Subscriber hereby consents to the Authorized Designee modifying the Percentage Allocation to maximize Project NMGF allocations to Subscriber and the Project NMGF's other subscribers, provided such modifications comply, in all respects, with applicable law. The Authorized Designee and the CDG Host do not guarantee, and Subscriber acknowledges that the Authorized Designee and the CDG Host do not guarantee, the amount of electrical energy the Project NMGF will produce or the monetary value of the Bill Credits.

6. TAXES.

A. Federal Tax Matters. Subscriber, CDG Host, and the Authorized Designee agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber's relationship to the CDG Host, the Authorized Designee, and/or Project NMGF.

B. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Project NMGF, the Authorized Designee, or the CDG Host if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber, except in cases where Subscriber is exempt from sale tax and produces proof of its tax exemption status.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

- i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of New York;
- ii. The Parties have full legal capacity to enter into and perform this Agreement;
- iii. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;
- iv. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;
- v. This Agreement constitutes a legally valid and binding obligation enforceable against the Authorized Designee and Subscriber in accordance with its terms; and
- vi. Each Party is in good financial condition, there are no bankruptcy proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have any adverse material effect on its financial condition.
- b. Authorized Designee. The Authorized Designee represents, warrants, and covenants to Subscriber:
 - i. CDG Host has authorized the Authorized Designee to (A) enter into this Agreement with Subscriber, (B) operate the Project NMGF on its behalf, (C) manage CDG Host's participation in the CDG Program including with the Electric Utility, and (D) take all other necessary and appropriate action on behalf of the CDG Host to satisfy the Authorized Designee's obligations to Subscriber;
 - ii. The Authorized Designee and CDG Host have, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project NMGF;
 - iii. The Authorized Designee and CDG Host have sufficient funds dedicated for the projected operation and maintenance costs of the Project NMGF;
 - iv. The Authorized Designee will perform its obligations under this Agreement, and otherwise comply with all provisions of the CDG Program, the forthcoming Uniform Business Practices for Distributed Energy Resources Suppliers (Case 15-M-0180) and the Tariff in good faith and in accordance with industry standards; and
 - v. The Authorized Designee agrees to protect Subscriber's Data and except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, the Authorized Designee will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to the Authorized Designee's or the CDG Host's financiers, lawyers, accountants, and agents of the Authorized Designee or CDG Host and only to the extent reasonably necessary.
- c. Subscriber. Subscriber represents, warrants, and covenants to the Authorized Designee:
 - i. Subscriber is able to pay the Monthly Subscription Payment;
 - ii. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Cover Page of this Agreement are true, accurate, and complete;
 - iii. Subscriber agrees not to install or procure any other on-site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;
 - iv. Subscriber has provided its consent for the Authorized Designee to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Authorized Designee will be true, accurate, and complete;
 - v. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;
 - vi. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8.
 - vii. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation will not be treated and are not intended to be treated as a security under Article 8 of the New York Uniform Commercial Code or the Securities Act of 1933;
 - viii. Subscriber acknowledges and agrees that the Authorized Designee and CDG Host do not guarantee the Project NMGF's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the Authorized Designee or CDG Host, except that this subsection does not apply to any dispute by Subscriber as to the calculated Monthly Subscription Payment;
 - ix. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;
 - x. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the Authorized Designee concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;
 - xi. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized Designee, CDG Host or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the Authorized Designee in connection with this Agreement constitutes legal, tax, or financial advice;
 - xii. Subscriber acknowledges and agrees it will promptly notify the Authorized Designee of any changes in Subscriber's Data; and
 - xiii. Subscriber's "automatic transfer of funds information" provided to the Authorized Designee is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;
8. TERMINATION.
 - a. Right to Terminate. Subscriber has the right to terminate this Agreement no fewer than sixty (60) days after providing written notice to Authorized Designee.

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b. Termination Due to Ceasing as an Electric Utility Customer. If during the Term, Subscriber ceases to be an Electricity Utility customer, the amount payable by Subscriber hereunder, will be adjusted with respect to the date Subscriber ceases to be a customer.

9. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the Authorized Designee may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder. The Authorized Designee may transfer this Agreement to another Project NMGF, by sending written notice to Subscriber. The Authorized Designee may assign or transfer this Agreement by providing Subscriber with prior notice, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

- i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;
- ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;
- iii. A Party has provided false or misleading financial or other information to enter into this Agreement;
- iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or
- v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Subscriber or Authorized Designee may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's CDG Program account. The Authorized Designee agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The Authorized Designee may terminate the agreement and replace the defaulting Subscriber, which will not waive payments owed.

11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, including but not limited to a pandemic, epidemic, or shutdowns related to a pandemic or epidemic, the Subscriber, Authorized Designee or CDG Host are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, neither the Subscriber nor Authorized Designee shall be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Party gives notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. (Reserved)

c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE AUTHORIZED DESIGNEE AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUTHORIZED DESIGNEE AND CDG HOST AGREE TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE SUBSCRIBER, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE AUTHORIZED DESIGNEE'S OR CDG HOST'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE AUTHORIZED DESIGNEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT NMGF OR ITS OBLIGATIONS HEREUNDER. THE AUTHORIZED DESIGNEE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AUTHORIZED DESIGNEE DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Authorized Designee arising out of or in connection with this Agreement, the Parties may, but are not required to, use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Authorized Designee by telephone or in writing at the contact information provided in the Cover Page. The Authorized Designee agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) days and a response to such inquiry within fourteen (14) days. If the dispute, disagreement, or claim is directed to the Electric Utility, Subscriber shall call the Electric Utility at 1 (800) 572-1111. A dispute, disagreement, or claim may, but is not required to, be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at www.dps.state.ny.us, by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

- b. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.
- c. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto and the CDG Host.
- d. Amendments. This Agreement may only be amended in writing and signed by both Parties hereto.
- e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.
- f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- g. Governing Law. The Agreement is made in the State of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of Westchester and the Parties agree to submit to the personal jurisdiction of the New York state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.
- h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.
- i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Cover Page, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this contract within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.
- k. Other Important Terms. The services provided by RM Community Solar LLC to customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>.

EXHIBIT A-1

(Authorized Designee Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, gssolar@powermarket.io, NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Agreement for Subscribers.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____[Date].

Subscriber's Signature:

Subscriber's Signature:

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, gssolar@powermarket.io, NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Agreement for Subscribers.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____[Date].

Customer's Signature:

Customer's Signature:

Res. No. 2021-298 Consider approving the Annual Tree Lighting and Holiday Sing Event and consider authorizing traffic restrictions

RESOLVED; that the Board of Trustees hereby approves the request from the Recreation Department to hold the annual Tree Lighting and Holiday Sing event at 7:00pm on Wednesday, December 1, 2021 at the intersection of Manville Road and Great Oak Lane, and

FURTHER; authorizes the Police Chief to conduct traffic restrictions in support of the event.

Res. No. 2021-299 Consider adopting Introductory Local Law 8 of 2021 which upon passage will become Local Law 9 of 2021 to opt-out of allowing adult-use retail Cannabis dispensaries and adult-use on-site Cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131

WHEREAS, the Board of Trustees of the Village of Pleasantville desires to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments within the Village of Pleasantville; and

WHEREAS, a proposed local law was introduced on October 25, 2021 to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131; and

WHEREAS, the Board of Trustees held a duly noticed public hearing on the proposed local law on November 22, 2021, at which time all those interested had an opportunity to be heard and the public hearing was closed on November 22, 2021; and

WHEREAS, the proposed local law is a Type II action pursuant to the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Part 617.5(c)(26) & (33) as routine or continuing agency administration and management and the adoption of policies in connection therewith such that no further environmental review is required; and

WHEREAS, the Board of Trustees is fully familiar with the proposed local law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Pleasantville hereby adopts the proposed local law to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131.

BE IT FURTHER RESOLVED, that this Local Law is subject to a referendum on petition in accordance with New York State Cannabis Law § 131 and the procedures outlined in Article Nine of Village Law and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized to publish and post a notice within ten days from the date of this Resolution which shall set forth the date of the adoption of the act or resolution and contain an abstract of such act or resolution concisely stating the purpose and effect thereof, and indicating that such act or resolution is subject to a permissive referendum.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Pleasantville hereby adopts Introductory Local Law 8 of 2021 to opt-out of allowing adult-use retail Cannabis dispensaries and adult-use on-site Cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131 , which is to become Local Law 9 of 2021 upon its passage.

ATTACHMENTS:

Description	Type	Upload Date
Local Law 9	Backup Material	11/17/2021

LOCAL LAW NO. 9 OF 2021

**BOARD OF TRUSTEES
VILLAGE OF PLEASANTVILLE**

**PROPOSED LOCAL LAW PURSUANT TO NEW YORK STATE CANNABIS
LAW § 131 OPTING OUT OF LICENSING AND ESTABLISHING ADULT-USE
RETAIL CANNABIS DISPENSARIES AND ADULT-USE ON-SITE CANNABIS
CONSUMPTION ESTABLISHMENTS WITHIN THE
VILLAGE OF PLEASANTVILLE**

A LOCAL LAW to opt-out of allowing adult-use retail cannabis dispensaries and adult-use on-site cannabis consumption establishments to locate within the Village of Pleasantville as authorized under New York State Cannabis Law Section 131.

Section 1. Legislative Intent

It is the intent of this Local Law to opt the Village of Pleasantville out of having adult-use retail cannabis dispensaries and on-site cannabis consumption establishments licensed to operate or established within the Village of Pleasantville.

Section 2. Authority

This Local Law is adopted pursuant to New York State Cannabis Law § 131 which expressly authorizes villages to adopt a local law requesting the Cannabis Control Board to prohibit the establishment of retail dispensary licenses and and/or on-site consumption licenses within the jurisdiction of the Village. This Local Law is subject to a permissive referendum/referendum on petition pursuant to Municipal Home Rule Law § 24 and Article Nine of the Village Law.

**Section 3. Local Adult-Use Retail Dispensary and Adult-Use On-Site Consumption
Establishment Opt-Out**

- A. The Board of Trustees of the Village of Pleasantville, County of Westchester hereby opts out of having adult-use retail cannabis dispensaries and on-site cannabis consumption establishments licensed or established within the Village of Pleasantville.
- B. In accordance with the New York State Cannabis Law § 131(1), the Board of Trustees of Village of Pleasantville hereby requests the Cannabis Control Board to prohibit the establishment of adult-use retail dispensary licenses and adult-use on-site consumption

licenses contained in Article Four of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws) within the jurisdiction of the Village of Pleasantville, Westchester County, New York.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, 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 5. Permissive Referendum/Referendum on Petition

This Local Law is subject to a referendum on petition in accordance with New York State Cannabis Law § 131 and the procedures outlined in Municipal Home Rule Law § 24 and Article Nine of Village Law and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

Section 6. Effective date.

This Local Law shall be subject to permissive referendum and shall not become operative or effective unless and until 30 days have elapsed after its adoption and no petition protesting against this Local Law has been filed with the Village Clerk or, if such a petition is filed, a proposition for the approval of this Local Law has been submitted and received the affirmative vote of a majority of the voters voting thereon. If no petition is timely filed or if a petition is filed and this Local Law is approved, it shall take effect upon filing by the office of the New York Secretary of State.

Res. No. 2021-300 Consider accepting the Irrevocable Offer of Dedication for Springfield Court and setting a Public Hearing for acceptance of Deed

WHEREAS, by Resolution adopted on March 24, 2004 (the "Resolution"), the Village of Pleasantville Planning Board granted final subdivision approval to Pleasant Village Estates Inc. ("Grantor"); and

WHEREAS, pursuant to the Resolution, Grantor is required to submit an offer of cession to the Village of Pleasantville for Springfield Court in recordable form satisfactory to the Counsel for the Village, of all land included in streets, utility, drainage, sight and sidewalk easements as shown on said plat and not specifically reserved for private use, together with a policy or certificate of a title company qualified to do businesses New York State showing the title to the deed to be recorded in the County Clerk's office at the expense of the Applicant; and

WHEREAS, the Village Board is in receipt of an irrevocable offer of dedication from Grantors for Springfield Court, which Grantors propose to dedicate and transfer to the Village of Pleasantville; and

WHEREAS, pursuant to Village Law, § 6–610, a public hearing was held on November 22, 2021 with respect to the irrevocable offer of dedication; and

WHEREAS, as set forth in the Resolution a Negative Declaration was adopted pursuant to the State Environmental Quality Review Act ("SEQRA") with respect to the proposed subdivision approval, which included the offer of cession of Springfield Court to the Village of Pleasantville. Therefore, no further environmental determination is required under SEQRA with respect to the instant action;

WHEREAS, pursuant to Village Law, § 6–610, after accepting the irrevocable offer of dedication the next step is for the Village Board to schedule a public hearing with respect to the acceptance of a deed in recordable form transferring Springfield Court from Grantor to the Village of Pleasantville.

NOW THEREFORE BE IT RESOLVED, that the Village Board hereby accepts the irrevocable offer of dedication of Springfield Court to the Village of Pleasantville by Grantor; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Village Board hereby schedules a public hearing with respect to the acceptance of the deed for Springfield Court for December 13, 2021.

ATTACHMENTS:

Description	Type	Upload Date
Springfield Dedication Letter	Backup Material	11/17/2021

Pleasant Village Estates Inc.
c/o Peter Forchetti
5 Ironwood Way
Orange, Connecticut
(914) 469-2587

November 11, 2021

Eric Morrissey
Village Administrator
Village of Pleasantville
1 Village Lane
Pleasantville, New York 10570

Re: Springfield Court

Dear Mr. Morrissey:

Please allow this letter to act as an irrevocable offer of dedication of Springfield Court to the Village of Pleasantville. I am irrevocably transferring said road to the Village. The description of the property being transferred to the Town is encompassed in the attached property description. The road is currently owned by Pleasant Village Estates Inc., which I am the President of.

The reason for the offer is that Pleasant Village Estates has completed the last dwelling in the 6-unit development on Springfield Court. Moreover, pursuant to paragraph 25(g) of the Planning Board of the Village of Pleasantville resolution dated March 4, 2004, which granted subdivision approval, Pleasant Village Estates was required to submit offers of cessation to the Village of Pleasantville, including all land included in streets, utility, drainage sight and sidewalk easements showing on the approved subdivision plat.

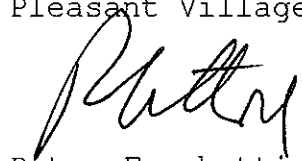
In the event the Village accepts the irrevocable offer of dedication, Pleasant Village Estates will provide the appropriate deed and title insurance for acceptance.

Thank you for your kind consideration.

Should you have any questions or comments, please don't hesitate to contact my office.

Very truly yours,

Pleasant Village Estates Inc. by:



Peter Forchetti, President

Enclosure

Springfield Court

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester, State of New York, known and designated as a road named Springfield Court as shown on a certain map entitled "Subdivision Plat For Pleasant Village Estates, Inc., Bedford Road" filed in the Westchester County Clerk's Office, Division of Land Records on August 26, 2005 as map number 27595, which road is more particularly bounded and described as follows;

BEGINNING at a point on the division line of the easterly line of Springfield Court and the westerly line of South Greeley Avenue, which point is distant southerly 2.82 feet along said division line from lands now or formerly Gallo as shown on the aforementioned map;

Thence along the division line of Springfield Court and South Greeley Avenue and continuing along the division line of Springfield Court and Bedford Road (a.k.a. New York State Route 117) the following courses and distances;

South 01 degrees 56 minutes 45 seconds West 154.27 feet;

Along a curve to the right, tangent to the last described course, having a radius of 475.00 feet an arc length of 150.79 feet;

South 34 degrees 57 minutes 38 seconds West 30.47 feet;

South 20 degrees 23 minutes 20 seconds West 132.49 feet;

South 24 degrees 01 minutes 27 seconds West 130.97 feet to the northerly line of Lot 1 as shown on the aforementioned map;

Thence along the northerly and easterly line of Lot 1 and continuing along the easterly line of Lots 2 through 6 inclusive the following courses and distances;

North 65 degrees 58 minutes 33 seconds West 56.98 feet;

North 24 degrees 01 minutes 27 seconds East 23.75 feet;

Along a curve to the left having a radius of 20.00 feet an arc length of 31.42 feet to a point of tangency;

North 65 degrees 58 minutes 33 seconds West 10.00 feet;

North 24 degrees 01 minutes 27 seconds East 30.00 feet;

South 65 degrees 58 minutes 33 seconds East 7.00 feet;

Along a curve to the left having a radius of 15.00 feet an arc length of 23.56 feet to a point of tangency;

North 24 degrees 01 minutes 27 seconds East 34.28 feet;

Along a curve to the left having a radius of 175.00 feet an arc length of 11.10 feet to a point of tangency;

North 20 degrees 23 minutes 20 seconds East 163.68 feet;

Along a curve to the left having a radius of 275.00 feet an arc length of 123.75 feet to a point of tangency;

North 05 degrees 23 minutes 40 seconds West 47.97 feet;

Along a curve to the right having a radius of 68.00 feet an arc length of 109.40 feet to a point of reverse curvature;

Along a curve to the left having a radius of 25.00 feet an arc length of 37.02 feet to the point and place of BEGINNING.

Containing 39,571 square feet or 0.9084 Acres

Res. No. 2021-301 Consider authorizing Pleasantville Music Fest be held on Saturday July 9, 2022 at Parkway Field

RESOLVED; that the Village Board of Trustees authorizes that the Pleasantville Music Fest be held on Saturday, July 9, 2022 at Parkway Field.

Res. No. 2021-302 Accept retirement of Water Maintenance Worker 1/ Thomas Tiffany

RESOLVED; that the Board of Trustees hereby accepts the retirement of Thomas Tiffany, effective December 18, 2021.

Res. No. 2021-303 Consider authorizing the Village Mayor to sign Agreement with Foodchester, Inc.

RESOLVED; that the Board of Trustees hereby authorizes the Village Mayor to sign the agreement with Foodchester, Inc. to operate the Pleasantville Farmers' Market for a term of three years from December 1 2021 through November 30, 2024.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Backup Material	11/18/2021

Village of Pleasantville Farmers Market Agreement

THIS AGREEMENT is entered by and between THE VILLAGE OF PLEASANTVILLE, a municipal corporation of the State of New York, having an office and place of business at 80 Wheeler Avenue, Pleasantville, New York, (hereinafter referred to as the "VILLAGE"), and FOODCHESTER INC, a New York Not-For-Profit Corporation having an office and place of business at 25 Wheeler Avenue Pleasantville, New York 10570 (hereinafter referred to as "FOODCHESTER")

W I T N E S S E T H:

WHEREAS, the VILLAGE desires to host a year-round farmers market within the Village of Pleasantville; and

WHEREAS, the Pleasantville Farmers Market provides the VILLAGE with an opportunity to promote the Village of Pleasantville by fostering a culture of community and pride; supporting Pleasantville's economic development by bringing more visitors to the Village of Pleasantville; encouraging out-of-towners to visit Pleasantville as a day destination and to explore its historical, cultural, and retail offerings; promoting a return to shopping for and cooking wholesome, locally grown or produced food; and

WHEREAS, FOODCHESTER is a New York 501(c)(4) Not-For-Profit Corporation that has as established its principal business mission to focus on the development, administration and operation of the Pleasantville Farmers Market to emphasize the VILLAGE's goals around community pride and local economic development; and

WHEREAS, the VILLAGE and FOODCHESTER desire to enter into a contract for the planning, establishment, organization, coordination and management of the Pleasantville Farmers Market as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the Parties agree as follows:

I. Term. This Agreement shall commence on December 1, 2021 and shall run for a term of three years through November 30, 2024.

II. Location. The VILLAGE shall provide exclusive use to FOODCHESTER, pursuant to availability, of the north end of the Memorial Plaza Parking Lot with sidewalks, adjacent grass areas and entrance safety buffers, as indicated by maps approved by the VILLAGE. Weather permitting, the space will be available for such use every Saturday between the hours of 6am and 3pm including set-up and break down.

III. Relocation. The VILLAGE shall have the right to relocate the Farmers Market upon sixty (60) days written notice to FOODCHESTER if the VILLAGE requires use of the north end of the Memorial Plaza Parking Lot for other public purposes on a long-term or permanent basis. The VILLAGE shall work with FOODCHESTER to find a suitable alternative location that is agreeable to both parties. It is anticipated that the VILLAGE will request relocation of the Farmers Market to the south end of Memorial Plaza during the term of this Agreement.

IV. VILLAGE Obligations. The VILLAGE agrees to perform the following functions in connection with the Pleasantville Farmers Market:

1. The VILLAGE shall provide maintenance, set-up and breakdown services, including, but not limited to storing and delivering audio equipment, assistance with tent set-up, delivering additional chairs or tables as needed, assistance with maintenance of tables or other equipment, filling potholes in the Memorial Plaza Parking Lot, maintaining clean landscaping, and whatever other maintenance, set-up and breakdown services may arise and be mutually agreed upon in support of the Market. The VILLAGE shall also provide sanitation services and will provide up to two (2) parking attendants in support of the market.

2. The VILLAGE shall provide limited development, implementation, marketing, promotion and event management functions including but not limited to hanging outdoor banners and other signage, maintaining updated information on the VILLAGE's web portal, permitting signage to be displayed on VILLAGE-owned bulletin boards, and other support as may be deemed necessary and mutually agreeable between the VILLAGE and FOODCHESTER.

3. The VILLAGE will not create, establish or promote any regularly recurring competing market of any kind during the term of this agreement. A “competing market” shall mean a recurring forum established for the primary purpose of permitting the sale of regionally grown or prepared raw and/or cooked or prepared food by vendors that could reasonably be viewed as a farmers market. The VILLAGE will not issue permits for such competing markets that include the use of any Village-owned or controlled land such as parking lots, parks or other streets. This shall not prohibit the VILLAGE of Pleasantville from permitting the sale of raw and/or cooked or prepared foods by vendors as a secondary service or offering such products to the public at other village created or sponsored events created or established for a different primary purpose, including, but not limited to, Pleasantville Day, the Pleasantville Music Festival, parades, fairs. The VILLAGE will enforce municipal codes that bar the sale of fresh foods and produce from locations in which such sales are not permitted.

4. The VILLAGE shall provide and pay for the services of two parking lot attendants in Memorial Plaza to direct traffic and improve driver and pedestrian safety. Services to be provided in the main lot servicing the Pleasantville Farmers Market during peak hours, typically 8:00-11:30 in summer and fall and 8:30 – 11:00 in winter and spring.

5. The VILLAGE will maintain current agreements with commercial music licensing organizations that will cover and apply to the operations of Pleasantville Farmers Market, enabling copy written music to be played by musicians in the Market under Foodchester’s direction.

V. FOODCHESTER Obligations. FOODCHESTER agrees to perform the following functions in connection with the Pleasantville Farmers Market:

1. FOODCHESTER shall, at its sole cost and expense to the extent not otherwise provided for herein, present, operate and manage the Pleasantville Farmers Market. The Pleasantville Farmers Market shall be presented, operated and managed in compliance with the terms of this agreement. Setting and implementation of policy, vendor selection, vendor placement, vendor management, customer service, offerings, entertainment, programs and all other day-to-day operations of the Pleasantville Farmers Market will be at the sole discretion of FOODCHESTER, Inc. provided all such operations do not conflict with the provisions of this Agreement.

2. FOODCHESTER shall:

- a. Establish requirements for vendor participation in the Farmers Market.
- b. Establish rules and regulations, adopting and amending as needed.
- c. Determine and collect annual vendor fees, sponsorships and other fees.
- d. Establish the operational schedule of the Market.
- e. Maintain a general liability insurance policy for the Market.
- f. Hire and oversee the Market Manager(s).
- g. Decide, in consultation with Market Manager, which vendors will be approved to sell and how much space will be allocated to each vendor.

VI. Operation Fee.

1. FOODCHESTER Inc. shall pay an annual operation fee to the VILLAGE of \$10,000. Such Fee shall be paid within 30 after the close of its fiscal year on November 30 of each year.
2. The VILLAGE shall make an unrestricted donation of \$2,500 in each of the three years of this operating agreement to be applied toward FOODCHESTER'S capital expenses, such as purchase of tents, tables, computers, or other tangible assets. In any year in which capital expenditures are less than \$2,500, funds shall be held in a capital account for future use. In any year when FOODCHESTER's capital expenditures exceed \$2,500, FOODCHESTER may, at its discretion, petition the VILLAGE for an additional allocation of funds for capital purposes, and any such request above \$2,500 must be approved by a majority of the VILLAGE's trustees.

VII. Operation of the Market.

1. All advertisements or promotions for the farmers market, and all branding to the public shall refer to the farmers market as, the Pleasantville Farmers Market. No advertising or promotions shall say or suggest that the farmers market is owned by FOODCHESTER. Any reference to FOODCHESTER in any such advertising or promotion shall be qualified as "presented by FOODCHESTER, Inc.", "operated by FOODCHESTER, Inc." or "managed by FOODCHESTER, Inc." or other similar qualification.
2. Upon written request by the VILLAGE, FOODCHESTER shall disclose all sources of revenue and sponsorships to the VILLAGE and shall maintain its books and records in accordance with generally accepted accounting principles (GAAP).

3. FOODCHESTER shall be solely responsible for the coordination and management of farmers, producers, and vendors.

4. FOODCHESTER shall operate at all times in full compliance with the laws of the State of New York, County of Westchester, Village of Pleasantville and controlling regulatory agencies.

5. Cooking demonstrations shall be permitted, provided fuel tanks are properly secured and not left open to the public and are otherwise in compliance with all applicable laws, rules and regulations.

6. Wine and beer tastings are permitted by vendors selling wine at the Farmers Market where said vendors possess all required licenses. No open consumption of alcoholic beverages is otherwise permitted.

7. All Farmers Market participants (i.e. vendors, farmers, etc.) shall complete an indemnification agreement in favor of the VILLAGE in the form annexed hereto as Exhibit "A". FOODCHESTER shall provide the Village Administrator with the original indemnification agreements obtained from each vendor.

8. FOODCHESTER expressly agrees that neither it nor any FOODCHESTER subcontractors, employee or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, gender identity, familial status, genetic predisposition or during the term of, or in connection with, this Agreement.

VIII. Logos and Trademarks.

1. The VILLAGE acknowledges that it has no right, title or interest in the logo, trademark or service mark of FOODCHESTER and FOODCHESTER acknowledges that it has no right, title or interest in the name "Pleasantville Farmers Market" or any derivation thereof, which name belongs exclusively to the VILLAGE. During the time that this operating agreement is in effect, FOODCHESTER shall control and manage the usage of "Pleasantville Farmers Market" as well as graphic standards, which includes the Pleasantville Farmers Market logo and illustrated animal mascots created for the promotion of the Pleasantville Farmers Market, and has sole control over all print, video and online media in which the

logo or other trade dress appear. Neither party, without the prior written approval of the other, will use any name, trademark, and service-mark or logo of the other unless it is strictly required in the performance of obligations under this Agreement. The VILLAGE hereby grants FOODCHESTER the right to use the VILLAGE logo in the context of representing the VILLAGE as a market sponsor in print and online listings and advertisements, at the discretion of FOODCHESTER.

2. FOODCHESTER agrees to comply with all rules and regulations related to the use of patented, trademarked, franchised or copyrighted materials, devices, processes or dramatic rights (an “Intellectual Property Right”) used or incorporated in the Pleasantville Farmers Market.

IX. Dispute Resolution. The parties agree that disputes arising out of the performance and execution of this Agreement by either party will be settled by binding arbitration at County Court in White Plains, New York in accordance with the Commercial Arbitration Rules. The parties shall mutually agree upon one arbitrator (or more than one should the parties agree thereto) from a list of potential arbitrators supplied by the American Arbitration Association, whose decision may be entered in any court having jurisdiction thereof. Each party shall be responsible for its legal fees and the parties shall equally share the costs of the arbitrator(s).

X. Agreement Non-Assignable. It is understood and agreed that this Agreement is exclusive to the parties and neither FOODCHESTER nor the VILLAGE may assign, convey, sell, transfer or otherwise dispose of the rights and obligations and duties contained in this Agreement.

XI. Independent Contractors.

1. FOODCHESTER and the VILLAGE agree that FOODCHESTER and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and are not employees of the VILLAGE or any department, agency or unit thereof. In accordance with their status as independent contractors, FOODCHESTER covenants and agrees that neither FOODCHESTER nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the VILLAGE or any department, agency or unit thereof.

2. FOODCHESTER shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to FOODCHESTER as an employer of labor or otherwise. FOODCHESTER shall further comply with all

rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

XII. Insurance.

1. Throughout the term of this Agreement, FOODCHESTER shall obtain and maintain at its sole cost and expense, and keep in force for the benefit of FOODCHESTER the following insurance policies:

- (a) Comprehensive General Liability Insurance Policy with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, and
- (b) Workers Compensation and Employers Liability Coverage covering operations in New York.

2. Certificates of Insurance shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the VILLAGE.

3. Policies that lapse and/or expire during term of work shall be recertified and received by the VILLAGE no less than thirty (30) days prior to expiration or cancellation.

4. The Certificates of Insurance shall name the VILLAGE, its officers, officials, employees and agents therewith, as Additional Insureds on the Comprehensive General Liability Policy.

XIII. Indemnification.

1. FOODCHESTER agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the VILLAGE, FOODCHESTER shall indemnify and hold harmless the VILLAGE, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by FOODCHESTER or third parties under the direction or control of FOODCHESTER; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

2. The VILLAGE agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the FOODCHESTER, the VILLAGE shall indemnify and hold harmless FOODCHESTER, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the VILLAGE or third parties under the direction or control of the VILLAGE; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

XIV. Notices. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the VILLAGE:

Village Administrator
Village Hall
80 Wheeler Avenue
Pleasantville, New York 10570

To FOODCHESTER:

FOODCHESTER INC.
c/o PETER ROGOVIN, President and Board Chair
25 Wheeler Avenue, Suite 201
Pleasantville, New York 10570

Notice shall be effective on the date of receipt.

XV. Termination. This Agreement may be terminated by either party without cause upon 135 days written notice to the other party. In the event this agreement is terminated, any funds provided by either party to the other shall be pro-rated for that year.

XVI. Entire Agreement. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations,

commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

XVII. Waiver. Failure of the VILLAGE to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the VILLAGE of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the Village of any provision hereof shall be implied.

XVIII. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XIX. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. The phrase "Force Majeure" means any act of God or the public enemy; explosion; fire; storm; lightning; earthquake; flood; drought; strike; lockout or other labor trouble; riot or civil disorder; pandemic; sabotage; blockade or embargo; war (whether or not declared and whether or not the United States is a participant); Federal, State or Municipal law, regulation, order, license, priority, seizure, requisition or allocation, whether or not valid; inability of Lessee or Lessor to obtain raw materials, equipment, fuel, power, labor, or transportation equipment; machinery or equipment breakdown of the Plants or a supplier's plant, delay or accident involving transportation equipment; or any other circumstances of a similar or different nature beyond the reasonable control of the party affected thereby."

XX. Governing Law: This Agreement shall be governed and construed in accordance with the laws of New York State and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

IN WITNESS WHEREOF, the VILLAGE and FOODCHESTER have caused this Agreement to be executed.

THE VILLAGE OF PLEASANTVILLE

By _____
Peter Scherer, Mayor

Date: _____

.FOODCHESTER INC

By _____
Peter Rogovin, President and Board Chair

Date: _____

EXHIBIT A
HOLD HARMLESS AND INDEMNITY
AGREEMENT

HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

_____ (“Indemnitor”) hereby agrees, in exchange for permission to participate in the Pleasantville Farmers Market located in the Village of Pleasantville, to defend, indemnify and hold harmless the Village of Pleasantville, and its employees, officers and agents, from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, of whatever name or nature as the same may relate, arising from Indemnitor’s participation in the Pleasantville Farmers Market. Said indemnification and defense by Indemnitor of the Village shall apply to any claim, liability, suit, proceeding and action in which the Village may be named as a party, and notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

Signature

Name

Date

For Use by Participating Business Entities:

_____ (“Indemnitor”), through its designated agent, _____, and in exchange for permission to participate in the Pleasantville Farmers Market located in the Village of Pleasantville, hereby agrees to defend, indemnify and hold harmless the Village of Pleasantville and its employees, officers and agents from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, arising from Indemnitor’s participation, or the participation of Indemnitor’s employees or agents, in the Pleasantville Farmers Market. Said indemnification and defense by Indemnitor of the Village shall apply to any claim, liability, suit, proceeding and action in which the Village may be named as a party, notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature hereto, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

Vendor Name

By: _____
Agent Signature

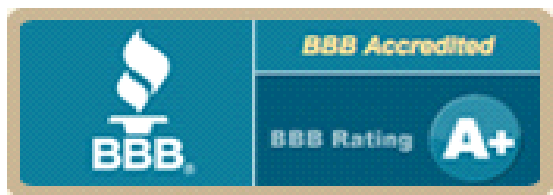
Date

Res. No.- 304 Consider authorizing Village Administrator to sign proposal from BDW Roofing Inc.

RESOLVED; that the Board of Trustees hereby authorizes the Village Administrator to sign a proposal from BDW Roofing Inc. for work quoted in Step 1 and Step 3 to clear gutters and install pigeon and ice guards.

ATTACHMENTS:

Description	Type	Upload Date
Proposal from BDW Roofing	Backup Material	11/19/2021



BDW ROOFING LLC

NORTHERN WESTCHESTER

LICENSE # WC-21549- H09 /FULLY INSURED

LICENSE # PUTNAM PC5315 /FULLY INSURED

LICENSE # CT #610928 /FULLY INSURED

421 Lexington Ave, Mount Kisco, NY 10549

Office (914) 218-8820

BDWROOFING@OPTONLINE.NET

Pleasantville Town Hall

Pleasantville, NY

10/27/21

ATTN: William C Link LLC

Bid to repair roof:

- This is a very dangerous roof and will take time to set up safety brackets to ridge beams, top of roofs. Will have to work slow and be cautious. Cost will be higher due to the high risk of work. Will have safety ropes from roof steel brackets to clip to body harness. All harness are checked 3 times a day and logged in a book.

Findings report:

- Gutter on back of building over A/C units are blocked from pigeons living on roof over copper yankee gutters
- Roof over alley area back of building, roof tiles 2 squares fallen off, water will leak in to building and cause major damage

Roof repairs:

- Step 1, remove ridge tile, set up safety brackets on ridge beams
- Install safety ropes for harnesses
Labor: \$8,000.00 Material: \$1,500.00
- Step 2, remove broken roof Spanish tiles from over valley back of building
- Install roof felt underlayment
- Install Spanish tile on area
- Custom cut all Spanish tile
Labor: \$15,000.00 Material: \$2,500.00
- Step 3, Back roof over A/C units
- Install Ice stop bars
- Clean out yankee gutters
- Install pigeon spikes on gutters to keep pigeons from nesting in yankee gutters
Labor: \$10,000.00 Material: \$2,000.00

TOTAL LABOR: \$33,000.00
TOTAL MATERIALS: \$6,000.00
+TAX: \$3,266.25

Job Total: \$42,266.25

PLEASE SIGN HERE:

BDW Roofing: _____

Client: _____