

Board of Trustees Agenda

VILLAGE OF MAMARONECK BOARD OF TRUSTEES AGENDA
August 12, 2024 AT 7:30 PM - Regular Meeting Regular Meeting - Courtroom At 169 Mt.
Pleasant Avenue

**NOTICE OF FIRE EXITS AND REQUEST TO
SILENCE ELECTRONIC DEVICES**

OPEN MEETING

PRESENTATIONS

- A. Pedestrian Safety Report

FLOOD MITIGATION REPORT

- A. Flood Mitigation Report

1. REPORT FROM VILLAGE MANAGER

Filed for the Record - Pest Management Service Agreement

Filed for the Record - Beaver Swamp Resilience Report by SLR - [Click Here for Report](#)

Filed for the Record - Electric Service Agreement

Filed for the Record - MOU with Sustainable Westchester

Filed for the Record - IMA for Summer Camp

INVITATION TO ADDRESS THE BOARD - Comments limited to 5 minutes

- A. Invitation to Address the Board I

2. PUBLIC HEARINGS

- A. Continuation of Public Hearing on PLL M-2024 - To Amend Chapter 342 Regarding Special Permit Requirements for Pet Care Facilities (Referred to County Planning, VOM Planning, Zoning and HCZMC)

- B. Open Public Hearing on PLL P-2024 Amending Chapter 186 to Establish Special Flood Hazard Areas

3. AUDIT OF BILLS - Comments limited to 3 minutes

- A. Abstract of Audited Vouchers

4. OLD BUSINESS - Comments limited to 3 minutes

- A. None

5. NEW BUSINESS - Comments limited to 3 minutes

- A. Resolution Approving the Removal of Two (2) Park Spaces on Boston Post Road to Replace Island at Entrance at Harbor Island Park

- B. Resolution Authorizing Budget Transfer for Lafayette Program
 - C. Resolution Authorizing Execution of Contract for Handheld Ticketing Devices
 - D. Resolution Approving Funding of Cameras on Mamaroneck Avenue
 - E. Resolution Amending Resolution to Establish Funding for Florence Street Projects and Purchase of Flashing Pedestrian Signs
 - F. Resolution Accepting HCZMC Consistency Recommendation on Splash Pad at HIP
 - G. Resolution Authorizing Water Rate Increase
 - H. Resolution Accepting Donations for Camp Scholarships in Dan Sarnoff's name
6. REPORT FROM LIAISONS
- A. Liaison Reports
7. INVITATION TO ADDRESS THE BOARD II - Comments limited to 5 minutes
- A. Invitation to Address the Board II
8. REPORT FROM CLERK-TREASURER
- A. Alarm Permits Expired on August 1, 2024
9. REPORT FROM VILLAGE ATTORNEY
- A. None
10. MINUTES - COMMISSIONS, BOARDS, COMMITTEES
- A. Board of Trustees Work Sessions and Regular Meeting Minutes of May 13, May 28 and June 10, 2024
 - B. Minutes of the Planning Board Meetings of June 26 and July 10, 2024
 - C. Minutes of the Zoning Board of Appeals Meeting of June 6, 2024
 - D. Minutes of the HCZMC Meetings of May 15 and June 18, 2024
 - E. Minutes of the Board of Architectural Review Meeting of June 20 and July 2, 2024
 - F. Minutes of the Tree Committee Meeting of June 5, 2024
 - G. Minutes of the Arts Council Meeting of June 3, 2024
 - H. Minutes of the Budget Committee Meeting of June 4, 2024
 - I. Minutes of the Ethics Board Meetings of June 12 and July 11, 2024

ANY HANDICAPPED PERSON NEEDING SPECIAL ASSISTANCE IN ORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER'S OFFICE AT 914-777-7703

Village of Mamaroneck, NY

Item Title: Presentation on Pedestrian Safety

Item Summary: Pedestrian Safety Report

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Flood Mitigation Update

Item Summary: Flood Mitigation Report

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Pest Management Agreement

Item Summary: Filed for the Record - Pest Management Service Agreement

Fiscal Impact:

ATTACHMENTS:

Description

Type

Agreement

Cover Memo

R. DANA
PEST CONTROL

DANA PEST
MANAGEMENT
SERVICES

Pest Management Service Agreement

R. Dana Pest Control Corp.

272 N. Liberty Drive, Tomkins Cove, NY 10986

1-877-9NO-BUGS / 1-877-966-2847

Westchester
914-698-2069

Fax 845-786-0386

Rockland
845-786-5224



Billing Name: Village Of Mamaroneck	Contact Person: SAME
Account # 9090	
Billing Address: 123 Mamaroneck Ave.	Service Address: 1816 schoolhouse Boston Post Rd/Mamaroneck Ave
City/State/Zip: Mamaroneck, NY 10543	City/State/Zip: Mamaroneck, NY 10543
Date Service Begins: Day of Initial Service	Expiration Date: Upon Written Notice
Service Phone: 914-777-7784	Service to be performed: <input type="checkbox"/> WEEKLY <input type="checkbox"/> BIWEEKLY <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> BIMONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> RENEWAL <input type="checkbox"/> Other

DANA MONTHLY PROGRAM

Inspected the schoolhouse and made the following findings: Mice are entering the subflooring of the structure under the front door, and the back corners where the original stone and sill plate meet. They are also entering the wall void at the back left corner through a hole that was made. We will be treating these openings, sealing them closed, and installing a landscape rock exterior station on the backside of the structure. On the interior, mice are gaining access around the electrical socket in the closet and the baseboard heating element. We will be treating these areas and sealing them closed as well. We will place 2 small rodent stations inside, one in the closet and one behind the glass display so as not to draw attention during tours. We will then be treating the excessive urine stains around the interior baseboards with a sterilizing agent to kill off bacteria. The cost of initial service, sanitation and follow-up service will be \$850. Monthly service will be: \$60

PESTS TO BE CONTROLLED:

- | | | | | |
|----------------------------------|---|--|---------------------------------------|--------------------------------|
| <input type="checkbox"/> HORNETS | <input checked="" type="checkbox"/> RODENTS | <input type="checkbox"/> GENERAL INSECTS | <input type="checkbox"/> LIVE ANIMALS | <input type="checkbox"/> FLEAS |
| <input type="checkbox"/> BEES | <input type="checkbox"/> BED BUGS | <input type="checkbox"/> BEETLES | <input type="checkbox"/> FLIES | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> SPIDERS | <input type="checkbox"/> WASPS | <input type="checkbox"/> ANTS | <input type="checkbox"/> ROACHES | |

SPECIAL INSTRUCTIONS:

TERMS AND CONDITIONS:

- SERVICE GUARANTEE:** We agree to use integrated pest management techniques to control the above-mentioned pests in accordance with the terms and conditions of this service agreement. All labor and material will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.
- ADDITIONAL CHARGES:** Rodent proofing may be a slight additional charge.



Pest Management Service Agreement

R. Dana Pest Control Corp.

272 N. Liberty Drive, Tomkins Cove, NY 10986

1-877-9NO-BUGS / 1-877-966-2847

Westchester
914-698-2069

Fax 845-786-0386

Rockland
845-786-5224



Billing Name: Village of Mamaroneck	Contact Person: Courtney Wong
Account # 10211	
Billing Address: P.O. Box 369	Service Address: 123 Mamaroneck Ave.
City/State/Zip: Mamaroneck, NY 10543	City/State/Zip: Mamaroneck, NY 10543
Date Service Begins: Day of Initial Service	Expiration Date: Upon Written Notice
Service Phone: (914)777-7703	Service to be performed: <input type="checkbox"/> WEEKLY <input type="checkbox"/> BIWEEKLY <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> BIMONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> RENEWAL <input type="checkbox"/> Other

DANA MONTHLY PROGRAM

PESTS TO BE CONTROLLED:

- | | | | | |
|----------------------------------|--|--|---------------------------------------|--------------------------------|
| <input type="checkbox"/> HORNETS | <input checked="" type="checkbox"/> RODENTS-RATS | <input type="checkbox"/> GENERAL INSECTS | <input type="checkbox"/> LIVE ANIMALS | <input type="checkbox"/> FLEAS |
| <input type="checkbox"/> BEES | <input type="checkbox"/> BED BUGS | <input type="checkbox"/> BEETLES | <input type="checkbox"/> FLIES | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> SPIDERS | <input type="checkbox"/> WASPS | <input type="checkbox"/> ANTS | <input type="checkbox"/> ROACHES | |

Village of Mamaroneck Proposal

131 Elliot Ave

After inspection of this property, we found the following. Most of the backyard is paved leaving few areas for rats to burrow. Nothing was found under the deck other than a few droppings. The shed on the back left corner of the property has rat burrows below it. To the left of the shed in the planting area there is also a burrow that goes down to the curb that's here. The curb is a hollow cylindrical concrete, I believe they're using this as a passage to keep cover while feeding on seeds that drop from the bird feeder nearby.

Behind the shed is where we found another burrow. There is also an additional burrow nearby behind 137 Elliot Ave garage. This could be an extension of what's going on under the shed, or both of these could be an extension of something nearby.

****When we do this treatment, we would recommend doing property inspections of 835 and 839 Ralph Ave as their garbage areas are right behind where we are finding this rat activity. ****

Treatment plan is as follows:

Part 1: We will treat the burrows under the shed with CO2. Due to the gaps between the ground and the bottom of the shed, we will need to block it off with 3 mil plastic in order to eliminate air flow and trap the CO2 underneath. We will also be treating the burrow behind the shed and behind the garage of 137 since they're so close in proximity.

In case the burrow entering the hollow curb actually goes into the ground inside of that curb (due to a break in the concrete) we will also treat this and seal it closed afterwards with rodent grade foam.

Part 2: We will heavily treat the property line with nature's defense liquid rodent repellent and under the shed with the granulated formulation of the same product.

- We will also be installing stations to be serviced weekly at the cost of \$60/visit.

CO2 Treatment (Labor + Product)	\$695.00
Nature Defense App. (Labor + Product)	\$485.00
Total Service Cost	\$1,180.00

TERMS AND CONDITIONS:

- **SERVICE GUARANTEE:** We agree to use integrated pest management techniques to control the above-mentioned pests in accordance with the terms and conditions of this service agreement. All labor and material will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.
- **ADDITIONAL CHARGES:** Rodent proofing may be a slight additional charge.
- **TERMINATION CLAUSE:** Failure to settle outstanding balances within 90 days will result in contract termination, after advanced notice is given.
- **SERVICE RENEWAL:** This agreement shall be until written notice.
- **PLEASE NOTE:** Due to specific control procedures and regulations this program does not include coverage for termites, honeybees, ground bees, digger wasps, clover mites, birds, wood-boring beetles, bed bugs, wildlife, and power spray services due to specific control procedures and regulations. R. Dana Pest Control Corp. will cover these pests under a separate agreement.

TERMS AND CONDITIONS (Continuation):

- **LIMITED WARRANTY:** except for the express warranties contained in this document all other warranties, express or implied, written or verbal, including any warranty of merchantability or fitness for a particular purpose, are disclaimed, Dana Pest Control also disclaims liability to customers and all others for all consequential, incidental, and/or special damages in anyway related to Dana Pest Control services or products. The customer acknowledges and agrees that Dana Pest Control is not responsible for any

damage related to any pest (whether a pest is mentioned in this document or not) and for any reason. This provision will survive termination of services or expiration of agreement, either written or verbal, between Dana Pest Control and its customer.

- All materials used are the sole property of R. Dana Pest Control and will be removed at time of cancelation.

AMEX / DISC / MAST / VISA	CREDIT CARD #	EXP.	CVC:
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			

BY COMPANY Quanisha Williams DATE 7/2/2024

BY CUSTOMER  DATE 7/15/2024

Village of Mamaroneck, NY

Item Title: SLR Report

Item Summary: Filed for the Record - Beaver Swamp Resilience Report by SLR - [Click Here for Report](#)

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: ESA

Item Summary: Filed for the Record - Electric Service Agreement

Fiscal Impact:

ATTACHMENTS:

Description

Type

Agreement

Cover Memo

Amendment

Cover Memo

Electric Service Agreement

Exhibit 1 to accompany the Memorandum of Understanding
on Community Choice Aggregation

This Electric Service Agreement is by and between the Village of Mamaroneck,
Constellation NewEnergy, Inc., and Sustainable Westchester

[remainder of this page is left intentionally blank]

Contents

RECITALS	3
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 RIGHTS GRANTED	10
ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT	12
ARTICLE 4 TERM OF CONTRACT AND TERMINATION	14
ARTICLE 5 CONTINUING COVENANTS	16
ARTICLE 6 ROLE OF THE MUNICIPALITY	19
ARTICLE 7 ROLE OF PROGRAM MANAGER	20
ARTICLE 8 PRICES AND SERVICES; BILLING	22
ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS	23
ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS	23
ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT	24
ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION	24
ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM	26
ARTICLE 14 INDEMNIFICATION	26
ARTICLE 15 REPRESENTATIONS AND WARRANTIES	27
ARTICLE 16 INSURANCE	29
ARTICLE 17 REGULATORY EVENT/NEW TAXES	29
ARTICLE 18 MISCELLANEOUS	30
ARTICLE 19 REMEDIES	34
EXHIBIT A – PRODUCTS, PRICES AND TERMS	37
EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY	42
EXHIBIT C - DATA REQUIREMENTS	43
EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER	45

RECITALS

WHEREAS, Sustainable Westchester, Inc. sought approval of a demonstration community choice energy aggregation (“Community Choice”) program in Westchester County in 2014, which would allow local governments to participate in a Sustainable Westchester program to procure energy supply from an Energy Services Company for the residents of the municipalities;

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first Community Choice pilot program in New York State;

WHEREAS, the PSC subsequently issued the order “Authorizing Framework for Community Choice Aggregation Opt-out Program” on April 21, 2016 (the “CCA Framework Order”) enabling Community Choice throughout New York State;

WHEREAS, the Sustainable Westchester Community Choice Aggregation Program (also known as Westchester Power) is intended to include residential and small non-residential customers, and to permit the aggregation of electric purchases by the communities which elect to participate;

WHEREAS, the Village of Mamaroneck (“Municipality”) has adopted a Local Law to participate in the Sustainable Westchester Community Choice Program (“Program”) to aggregate customers located within the Municipality and to negotiate competitive rates for the supply of electricity for such customers;

WHEREAS, the Program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Sustainable Westchester Community Choice Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016, and nine additional municipalities have joined in the years since its inception;

WHEREAS, Sustainable Westchester, Inc. has been authorized by the Municipality to act as Program Manager for a Community Choice Program, pursuant to Local Law and Memorandum of Understanding 2024, to issue a request for proposals (“RFP”) to suppliers to provide energy to Participating Customers, and to award supply contracts;

WHEREAS, Constellation NewEnergy, Inc., an entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) (the “Competitive Supplier”), desires to provide Full-Requirements Power Supply to customers located within the Municipality, pursuant to the terms and conditions of this Electric Service Agreement (“ESA”);

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Default Service for Participating Customers within the Municipality;

WHEREAS, Competitive Supplier is willing to provide two distinct electric supply products and two corresponding pricing levels: (1) a 50% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 50% of Participating Customers' electricity usage and price, and (2) a 100% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 100% of Participating Customers' electricity usage and price, which shall be available only on an opt-in basis, as set out in Exhibit A herein;

WHEREAS, Municipality has chosen the 50% Renewable Clean Power product as the Default Product for Participating Customers;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Manager;

WHEREAS, Municipality prefers for Competitive Supplier to collect and remit the fees due the Program Manager;

WHEREAS, the local governments that participate in the Sustainable Westchester Community Choice Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 Associated Entities – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents, affiliates, or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.2 Bankruptcy - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement of such proceeding, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 CCA Orders – Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; and the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”).

- 1.4 50% Renewable Clean Power Product - Has the definition set forth in Exhibit A.
- 1.5 100% Renewable Clean Power Product - Has the definition set forth in Exhibit A.
- 1.6 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.
- 1.7 Community Choice – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Customers within the Municipality.
- 1.8 Competitive Supplier or Energy Services Company (“ESCO”)– An entity duly authorized to conduct business in the State of New York as an ESCO.
- 1.9 Consolidated Billing - A billing option that provides Participating Customers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.
- 1.10 Default Product – The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out.
- 1.11 Default Service – Supply service provided by the Distribution Utility to customers who are not currently receiving service from a Competitive Supplier.
- 1.12 Delivery Term - The period for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.
- 1.13 Distribution Utility - Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.
- 1.14 Electronic Data Interchange (“EDI”) - The exchange of business data in a standardized format between business computer systems.
- 1.15 Effective Date - The date upon which this ESA has been executed by the Parties (to be determined by the later date if the Parties execute on different dates).
- 1.16 Eligible Customers – Customers of electricity eligible to participate in the CCA Program, either on an opt-out or opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier's sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.

1.17 ESA - This Electric Service Agreement.

1.18 Environmental Disclosure Label – The fuel mix purchased by an ESCO and the related emissions of those fuels compared to a statewide average, which is required to be reported under the DPS’s Environmental Disclosure Program.

1.19 Federal Energy Regulatory Commission (“FERC”) - The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.20 Firm Full-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during the contract term to Participating Customers at the Point of Sale, other than the cost of transmission and distribution services that are billed through the distribution tariff(s) and provided by the Distribution Utility and/or the NYISO to provide electricity to the Point of Delivery.

1.21 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.22 General Communications - The type of communications described and defined in Article 5.7 herein.

1.23 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.24 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.25 kWh, kW - Kilowatt-hour and kilowatt, respectively.

1.26 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Sustainable Westchester Community Choice Program.

1.27 Memorandum of Understanding 2024 – Binding agreement between Municipality and Program Manager authorizing Sustainable Westchester to administer the Program.

1.28 Newly Opt-Out Eligible Customers – Residential and small commercial customers of electricity that become Opt-out Eligible Customers after the Effective Date, including those that move into Municipality and those who complete or terminate other 3rd party supply contracts and have returned to Default Service, provided these customers have not previously opted out of the Program.

1.29 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full- Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.

1.30 Nominal Start Date – November 1, 2024.

1.31 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.32 Opt-out Eligible Customers - Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order, but shall not include customers in service classes SC8, SC12, and SC13. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted out of the Program.

1.33 Participating Customers - Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.

1.34 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.35 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility

1.36 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.36 Program - Sustainable Westchester Community Choice Aggregation Program.

1.37 Program Manager – Sustainable Westchester, Inc., a non-profit organization comprised of multiple municipalities in Westchester County of which the Municipality is a member, authorized by the PSC to put out for bid the total amount of electricity being purchased by Participating Customers. Program Manager is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.

1.38 PSC or DPS - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.39 Qualifying Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation. To meet the threshold of being a Qualifying Regulatory Event, the impact of the event must negatively or positively impact the majority of customers in the same service class, but not including a Regulatory Event that applies uniquely to Competitive Supplier. Notwithstanding anything to the contrary in this ESA or the RFP, any changes to the Purchase of Receivables (POR) approved by the PSC shall be deemed a Qualifying Regulatory Event hereunder.

1.40 Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.41 Retail Price - As set forth in Exhibit A.

1.42 Service Commencement Date - The date of the first meter read date for Participating Customers on or after the Nominal Start Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.43 Standard Product - Firm Full-Requirements Power Supply consisting of the standard generation mix, meeting the minimum Clean Energy Standard for electric power established by New York State. [There is no Standard Product supplied under this ESA because both products detailed in Exhibit A include additional RECs.]

1.44 Term - As defined in Article 4.1.

1.45 Uniform Business Practices – Regulations governing the business practices of utilities

and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343), as may be amended from time to time.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Customers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Customers enrolled in the plan or plans managed by the Program Manager, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Customers who opt-out of the Program and remain on, or return to, Default Service, until changes in law, regulation or policy may allow otherwise.

In accordance with Article 3 below, all Opt-out Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out or have previously opted out of the Program. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Customers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Distribution Utility. The Distribution Utility Fees for the provision of this data shall be paid for by the Supplier. Competitive Supplier shall request consumption data for individual Participating Customers from the Distribution Utility via EDI or other adopted standards such as a secure file transfer protocol. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Manager, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Participating Customers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event. Competitive Supplier shall not be responsible for a delayed or unsuccessful enrollment of a Participating Customer, or de-enrollment, that is a direct result of the Municipality, Program Manager, or Distribution Utility's negligent act or omission or breach of this ESA.

2.2 NO THIRD-PARTY BENEFICIARIES

Except as specifically provided in Article 18.11, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the CCA Orders and Local Law for Eligible Customers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Manager in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents that the Local Law has been duly adopted.

Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- b) execute any appropriate NYISO applications and agreements;
- c) obtain authorization from the FERC to sell power at market-based rates;
- d) complete EDI testing with Distribution Utility;
- e) provide all other documentation required by the Distribution Utility; and
- f) satisfying all insurance requirements set forth in Article 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements fourteen days prior to the Nominal Start Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited.

Competitive Supplier may share such Eligible Customer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of Firm Full-

Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables or enhancement of data exchange between the Parties), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed data security agreement, a copy of which will be provided to the Municipality within a reasonable time following Municipality's request. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Customer data to any third party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer data from access by, or beneficial use for, any third party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

The Parties acknowledge and agree that all Participating Customers have the right, pursuant to CCA Orders, Local Law, and the Program, to change their source or product of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not interfere with the right of Participating Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Customers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEWLY OPT-OUT ELIGIBLE CUSTOMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a Newly Opt-out Eligible Customer and has provided to Competitive Supplier such Newly Opt-out Eligible Customer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such Newly Opt-out Eligible Customer (i) of the date on which such Newly Opt-out Eligible Customer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Newly Opt-out Eligible Customer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such Newly Opt-out Eligible Customer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such

Newly Opt-out Eligible Customer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality. The Parties understand that with respect to official communications, time is of the essence.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Customers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility or Program Manager; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CUSTOMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Manager may conduct customer awareness efforts at its sole expense. Notwithstanding anything to the contrary in this Agreement, Municipality and Program Manager shall be responsible for ensuring approval by the applicable Governmental Authority of the overall content in connection with any consumer awareness efforts, actions or notices, including but not limited to any education, outreach or similarly situated activities regarding the Program or an Eligible Consumer's ability to opt-out of the Program.

3.4 ENROLLMENT

3.4.1 Participating Customers –All Opt-out Eligible Customers as of the Effective Date will be enrolled in the Program, thus becoming Participating Customers, under the terms of this ESA unless there is a delay, through no fault of the Competitive Supplier, in obtaining information from the Distribution Utility or they opt-out during the 30-day period specified in the PSC Orders. Participating Customers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Manager who has agreed in writing to a data security agreement, a list of Participating Customers as of the Effective Date, as well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 Newly Opt-out Eligible Customers - If Newly Opt-out Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, such Newly Opt-out Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. These Newly Opt-out Eligible Customers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program as set out in Exhibit A, 4.6, and at a price as defined in Exhibit A. For the avoidance of doubt, Participating Customers that have opted into the Program shall also be enrolled in the Program at a price as defined in Exhibit A. Competitive Supplier shall enroll such Newly Opt-out Eligible Customers and opt-in customers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Customers Who Have Previously Opted Out - At any time during this ESA, Eligible Customers who would otherwise be Opt-out Eligible Customers but who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Customers at a price as set forth in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.4 Customers Served by Third Parties - Customers being served under other competitive supply programs offered by third parties will not be automatically enrolled as Participating Customers under this ESA until such program terminates or is otherwise completed. Competitive Supplier agrees that Eligible Customers with an opt-out eligible service class in the Con Edison territory under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Customers. Competitive Supplier further agrees that customers being served under other competitive supply programs that terminate or are otherwise completed become Newly Opt-out Eligible Customers and may be automatically enrolled as Participating Customers under the CCA Orders in accordance with Article 3.2 above. Eligible Customers who opt-in as provided in this Article 3.4.4 or who enroll following the termination or completion of another competitive supply program offered by a third party shall be enrolled in the Program at the rates reflected in Exhibit A. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.5 Termination Fees. There shall be no termination fees for any residential, small commercial, or municipal Participating Customers to disenroll from the Program. Competitive Supplier will continue providing Firm Full- Requirements Power Supply until Distribution Utility processes the disenrollment.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as delineated in Exhibit A, unless this ESA is terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to,

Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f), within sixty (60) days following written notice to do so by the non-breaching party; or

b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if any Governmental Authority exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Customers; or

d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or

e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination of this ESA, Competitive Supplier shall have all Participating Customers switched back to obtaining supply from the Distribution Utility or another supplier by submitting drop requests of all Participating Customers via EDI or alternative data protocol to the Distribution Utility in a form acceptable to the Distribution Utility. Competitive Supplier shall provide written notice to Program Manager at least sixty (60) days prior to submitting any such Participating Customer drop requests in accordance with Article 4.3, which notice shall include the timing of submission of such requests to the Distribution Utility, that Competitive Supplier intends to be executed before or in anticipation of the termination of this ESA; provided, however, that Competitive Supplier's notice obligation shall not apply to any Participating Customer drop that is initiated by a Participating Customer.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual,

written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Customers; and that, at all times with respect to Participating Customers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Administrator will provide to Municipality, and the Municipality will post program-related information on the Municipality's website which will be available to Participating Customers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers, but excluding any confidential or proprietary information of the Competitive Supplier. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the email address and telephone number of such representative(s).

Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Customers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Customers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Customers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established service classes (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable Governmental Rules or provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Customer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Customer's failure to pay bills from the Competitive Supplier, subject to any applicable provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General

Communications") to Eligible or Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager, except that approval shall not be required for any communications that are standardized by the Governmental Rules or applicable law, in which case they will be considered already approved by all Parties.

The Municipality and Program Manager understand that time is of the essence regarding their review and that Competitive Supplier is dependent on their timeliness to ensure that its obligations are met. The Municipality or Program Manager shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality and Program Manager fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included in such bill not within the scope of (a) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Customers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure or Change in Law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier shall, without increasing the prices reflected Exhibit A, print and mail one letter or postcard per year to all active Participating Customers, the design of which shall be determined by the Municipality or Program Manager. The letter or postcard shall be limited to one page, double-sided, and printed in color with each Municipality's identification. Any additional expenses outside of the limitations set forth above shall be paid by Program Manager.

In addition, Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate, pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including

weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated. Competitive Supplier shall notify Program Manager at least two (2) weeks before a direct communication to Participating Customers is to be mailed. Program Manager shall provide Program General Communications insert file within seven (7) calendar days of receiving such notice.

Competitive Supplier agrees to allow and facilitate the Program Manager to utilize the supplier messages area of the bill for Program communications; provided, however, Program Manager shall provide a written request to Competitive Supplier of not less than fourteen (14) days, which requests details the message to be included on the bill, and any such message shall be subject to Competitive Supplier's approval, such approval not to be unreasonably withheld.

5.8 PARTICIPATING CUSTOMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Manager, provide aggregate consumption information as the Municipality or Program Manager may request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide Participating Customer lists in an electronic format, secure transfer mode, frequency and format as set out in Exhibit C, subject to a data security agreement for customers who have not requested that their personal information be denied to Program Manager or to Municipality.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the PSC Orders and Local Law and may include negotiating the terms and conditions under which Firm Full-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full-Requirements Power Supply to Participating Customers. The Parties agree that, with regards to

electricity, Municipality is not a “public utility company” or providing any “public utility service” within the meaning of GML 360 and Article 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of 4.2 a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to the PSC Orders and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery, supply of or billing for Firm Full-Requirements Power Supply.

Municipality may conduct outreach to the community in addition to the initial program notification letter, **which will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Customers to opt out without postage expense.** Municipality will report on their endeavors to Program Manager to inform residents on the Program and “non-demand charge” commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Sustainable Westchester Inc, as Program Manager, agrees to:

- a. Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- b. Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Manager in furtherance of establishing the Program;
- c. Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the PSC Orders, including but not limited to the following:

File final versions of the customer opt-out letters, after the supply procurement is finalized, that provide details on the Program.

Agreeing to protect that information consistent with the discussion in the body of this Order.

In addition, Program Manager will file any Requests for Proposals, or Requests for Information, and similar documents, as well as any contracts entered into for energy supply, at the time they are issued.

- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is verified to be a qualified electricity supplier by the NYISO in the Distribution Utility’s service territory and the Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA;
- e. Provide the Municipality with timely communications content to implement customer notification requirements for approval, not to be unreasonably withheld, given the

- projected schedule of Program’s implementation;
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
 - g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

Competitive Supplier shall pay Program Manager \$0.00175 for each kWh delivered, invoiced and paid for by Participating Customers during the Term (“Program Manager Fee” or “Fee”). The Parties agree that Competitive Supplier will remit the Program Manager Fee to the Program Manager, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Sustainable Westchester, Inc. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Manager will be made monthly by Automated Clearing House (“ACH”) (an electronic network for financial transactions) to the account set forth in Exhibit C hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers. The Program Manager Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide a sufficiently detailed explanation of the error.

Program Manager shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact, financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Manager is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Manager in connection with this ESA shall be borne wholly and completely by Program Manager. Program Manager shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Manager or any employees or agents of Program Manager.

7.5 AUCTION SERVICE FEE

Competitive Supplier shall, for the duration of this ESA, pay the auction service company, AuctionURenergy LLC (“Auction Service Company”), \$0.00015 for each kWh delivered, invoiced and paid for by Participating Customers during the Term (“Auction Service Fee”). This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties, subject to the execution of any necessary separate agreement between the Auction Service Company and Competitive Supplier .

Payment to the Auction Service Company shall be made monthly by ACH to the account indicated by the Auction Service Company, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers.

The Auction Service Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, for full payments received from Participating Customers in January the Auction Service Fee associated with those payments will be paid by the end of March. If Competitive Supplier has paid a past Auction Service Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due to the Auction Service Company and provide a sufficiently detailed explanation of the error.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Distribution Utility will be responsible for any metering which may be required to bill Participating Customers in accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Customers at the Point of Sale. In accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Customer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Customers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Customers on Default Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to bill based on its good faith estimates of usage. Any overcharge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Customers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Customers' bills. Participating Customers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Customers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the PSC Orders and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its

Associated Entities agree to comply with any code of conduct or policies the PSC may adopt in accordance with the PSC Orders and to all related Orders of Case 14-M-0564 and 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, no later than ten days after a request from Municipality or Program Manager, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Customers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures.

If the Participating Customer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any customer complaints received from a Participating Customer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with the following monthly reports as shown on Exhibit B attached hereto within 30 days of the end of the month:

1. kWh and counts disaggregated by municipality, utility zone, customer type, service class, product
2. Add-Drop report with count of transactions for drop categories Moved, Changed Supplier, Opt-out, Other, and add categories of Opt-in and Newly Eligible.

All reports provided under this 12.1 shall be provided in electronic format.

12.1.2 Customer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain customer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide corrections to such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York, including the creation of separate labels to reflect renewable CCA products within the Competitive Supplier's portfolio, as well as individual municipal renewable purchases within the CCA program.

Unless the Environmental Disclosure Label requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Label annually or as required by the PSC of all Competitive Suppliers to be disclosed to their Participating Customers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Customers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and generally accepted accounting principles. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's

reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to Competitive Supplier's obligations under this ESA and which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

12.5 ADDITIONAL REQUESTS FOR INFORMATION

Upon reasonable request, Competitive Supplier shall provide Program Manager or Municipality with information necessary to comply with the CCA Orders, including but not limited to information concerning Participating Customer complaints and reasons for opting out of the Program. Competitive Supplier shall make Commercially Reasonable efforts to maintain Participating Customer records in a manner that facilitates the Parties compliance with the CCA Orders.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Manager ("Indemnified Parties") and the Indemnified Parties' elected officials, officers, employees, agents, representatives, and independent contractors from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality or its employees, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Manager seeks indemnification pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with the ESA's terms, subject to applicable law, and the Competitive Supplier can and will perform its obligations hereunder to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity.
- b) Subject to the conditions set forth in Article 2.4:

- i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- ii) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- iii) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- iv) no bankruptcy is pending against it or to its knowledge threatened against it;
- v) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- vi) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law, and Municipality will perform its obligations hereunder in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) No bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM MANAGER

As a material inducement to entering into this ESA, the Program Manager hereby represents and warrants to Competitive Supplier and Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of Program Manager enforceable in accordance with its terms, subject to applicable law, and the Program Manager can and will perform its obligations to the Competitive Supplier in conformance with the terms and conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within Program Manager's powers,

- have been or will be duly authorized by all necessary action;
- c) None of the documents or other written information furnished by or on behalf of Program Manager to or for the benefit of the Competitive Supplier pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
 - d) Program Manager has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
 - e) No Bankruptcy is pending or threatened against Program Manager.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Nominal Start Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before fourteen days prior to the Nominal Start Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Nominal Start Date under this ESA. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker's compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects

Competitive Supplier and Program Manager and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess or reduced costs as a result thereof, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Customers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Manager shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier or Program Manager in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Manager may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Manager and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Customers or other Eligible Customers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality and Program Manager written notice of such new product or service and (ii) subject to the entry into reasonable

confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality and Program Manager the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Customers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Participating Customer with the intent to sell a new product or service. Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

Notwithstanding the foregoing, Competitive Supplier shall have no liability for the marketing, offering or provision of products or services through any of its Associated Entities to Participating or Eligible Consumers if all of the following conditions are satisfied:

- 1) Such activity does not suggest, hint or otherwise imply that any marketed product(s) or service(s) is/are associated with Competitive Supplier or the CCA Program;
- 2) Such activity does not use the trade name or trade or service marks of the Competitive Supplier;
- 3) Such activity does not utilize any data obtained by Competitive Supplier obtained in connection with this ESA; and
- 4) Competitive Supplier is not aware of any such activity.

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

Constellation NewEnergy, Inc.
1001 Louisiana St., Suite 2300
Houston, TX 77002
Attn: Contract Administration

If to Municipality:

Village Manager
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

and if to Program Manager:

Executive Director
Sustainable Westchester Inc
40 Green Street
Mount Kisco, NY 10549

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Manager in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Program Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all Participating Customer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 COUNTERPARTS; DIGITAL SIGNATURES

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) or by other digital application (e.g., Docusign or Adobe Sign) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 ADVERTISING LIMITATIONS

Competitive Supplier and Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the other Party expressly agrees to such usage; provided, however, that this prohibition shall not prevent Competitive Supplier or Municipality from identifying the other Party as required under the CCA Orders. Any proposed use of the name of a Party must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name

is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.15 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

18.16 INTERPRETATION

The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America.

ARTICLE 19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS OF LIABILITY

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by third parties.

19.3 DISCLAIMER

COMPETITIVE SUPPLIER MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

//Signatures Follow//

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below

COMPETITIVE SUPPLIER – Constellation NewEnergy, Inc.

<p>E-Signed : 07/23/2024 05:42 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 130.41.158.242</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20240723110638858</p>

Name:

Title:

Address:

Dated:

MUNICIPALITY – Village of Mamaroneck

<p>E-Signed : 07/23/2024 01:55 PM EDT</p> <p><i>Charles B. Strome,</i> <i>III</i></p> <p>cstrome@vomny.org IP: 71.183.64.58</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20240723110638858</p>
--

Title: Interim Village Manager

Address: 123 Mamaroneck Avenue, Mamaroneck, NY 10543

Dated:

PROGRAM MANAGER – Sustainable Westchester

<p>E-Signed : 07/23/2024 02:22 PM EDT</p> <p><i>Noam Bramson</i></p> <p>noam@sustainablewestchester.org IP: 72.80.28.24</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20240723110638858</p>
--

Name: Noam Bramson

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

EXHIBIT A – PRODUCTS, PRICES AND TERMS

- 1. DEFAULT PRODUCT and PRICE. Competitive Supplier shall offer to Eligible Consumers and provide to Participating Customers the following “Default Product” at the prices indicated below.**

50% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.12178*

* Villages and cities in Westchester assess Gross Receipts Tax (“GRT”) on energy sales. The price in the table above does not include GRT. GRT is reflected in the rate billed by the Distribution Utility and will be remitted to the municipality by supplier as required under 8.4.4.

- 2. ALTERNATIVE PRODUCT AND PRICES. In addition to the Default Product described above, Participating Customers may choose the following product(s) as an alternative to the Default Product at the prices indicated below**

100% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.13298*

* Villages and cities in Westchester assess Gross Receipts Tax (“GRT”) on energy sales. The price in the table above does not include GRT. GRT is reflected in the rate billed by the Distribution Utility and will be remitted to the municipality by supplier as required under 8.4.4.

3. FURTHER DEFINITIONS

“50% Renewable Clean Power Product” means Firm Full-Requirements Power Supply matched with 50% New York Voluntary EDP Renewable RECs. This 50% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 50% of the Participating Customers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“100% Renewable Clean Power Product” means Firm Full-Requirements Power Supply matched with 100% New York Voluntary EDP Renewable RECs. This 100% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Customers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“New York Voluntary EDP Eligible RECs” means the voluntary purchase of Renewable Energy Certificates (“RECs”) which comply with the attribute delivery rules set forth in the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the NY Environmental Disclosure Program that are sourced from NY EDP Eligible Renewable Resources.

“NY Public Policy Transmission Project Costs” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“NY CFC Transmission Costs” means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the Climate Leadership and Community Protection Act pursuant to the “Order Approving Phase 2 Areas Of Concern Transmission Upgrades” issued by the PSC on February 16, 2023 in Case No. 20-E-0197, as may be amended or modified from time to time during the term of this ESA.

“NY EDP Eligible Renewable Resource” means any electric power generator meeting the NY Environmental Disclosure Program eligibility criteria of a NY renewable energy generating source which comply with the attribute delivery rules set forth in the NYGATS Operating Rules, supporting the NY Environmental Disclosure Program, as of the Effective Date of this Agreement. RECs will be retired for all participants collectively at the Program level.

“NY Environmental Disclosure Program” (also referred to as the "NY EDP Program") means the environmental disclosure program administered by the New York State Department of Public Service, through which load serving entities periodically inform their customers of the fuel source, emissions and other characteristics of the electricity resources supplied to them.

4. TERMS FOR SUPPLY SERVICE

- 4.1. **Period of Delivery.** The period of delivery shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.
- 4.2. **Service Commencement Date.** Firm Full-Requirements Power Supply will commence at the prices and terms stated in this Exhibit A herein as of each Participating Customer’s first meter read dates on or after November 1, 2024. Service shall continue until the first customer meter read date on or after December 1, 2025 for each Participating Customer unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.
- 4.3. **Eligible Customer Opt-In or Opt-Out.** Eligible Customers are free to opt-in or opt-out of the Program, or change their product selection. Competitive Supplier shall process such requests by notifying Distribution Utility of such change utilizing established EDI protocols within five (5) business days. There are no fees or charges for Participating Customers to opt-in, opt-out, or change their product selection.

- 4.4. **Service of Newly Opt-out Eligible Customers.** Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll and are enrolled into the Program after the first customer meter-read date referred to above at the prices set forth herein.
- 4.5. **New Customer Refreshes During the Term.** December, March, and July during the term of this ESA, Competitive Supplier shall perform a refresh or new customer sweep to create a list of Newly Opt-Out Eligible Customers. As a result of any such refresh or sweep performed, Newly Opt-Out Eligible Customers will be automatically enrolled in the Program unless a customer opts out of the Program; provided, however, that no refresh, sweep or enrollment of such Newly Opt-Out Eligible Customers that are part of any refresh or sweep shall occur less than four (4) months prior to the End Date or in the event of termination of this ESA. Competitive Supplier may perform a refresh and enroll Newly Opt-out Eligible Customers outside of the December, March and July periods if mutually agreed to by all the Parties hereunder.
- 4.6. **Competitive Supplier's Standard Credit Policy.** The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.
- 4.7. **Purchase of Renewable Energy Certificates; NYGATS Recording.** Competitive Supplier shall identify the technology and location of the renewable generators that are the sources of the Voluntary RECs for the Default and Alternative Products, as applicable. All New York Voluntary EDP Eligible RECs shall be created and recorded as such in the NYGATS.
- 4.8. **Modifications Due to Regulatory Events:** For the avoidance of doubt, the Parties acknowledge and agree that the following shall be treated as Regulatory Events as set forth herein.
- 4.8.1. **Adjustment in the Event of a Subsidy.** In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Customers in the form of a rate reduction.
- 4.8.2. **Adjustment for NY State Transmission Costs.** Municipality understands that the Fixed Price set forth above Costs includes transmission related charges under the NY TOTS Project Costs, NYPA Transmission Adjustment Cost, and Ancillary Services and other ISO Costs, and that these shall not be subject to pass through adjustments. Municipality further understands that the Fixed Price includes NY Public Policy Transmission (NYPPT) Costs at a rate of \$0.00440/kWh, and that other NY CFC Transmission Costs are unknown at the time of bidding and therefore are

not included in the Fixed Price. Competitive Supplier will pass through to Participating Customers any changes relative to the price adjust rate of \$0.00440/kWh, (upward or downward) to NYPPT and NY CFC Transmission costs not excluded from pass through adjustment in this 4.8.2, based on changes in such costs accruing from the Service Commencement Date forecasted through the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year and Competitive Supplier will provide sufficient documentation, as determined in Competitive Supplier's reasonable discretion, evidencing the factual and regulatory basis for the proposed price change resulting from a change in NY State Transmission Costs; provided, however, that Competitive Supplier shall not be required to disclose non-public, proprietary business information to comply with this requirement.

- 4.8.3. **Adjustment for Changes to Clean Energy Standard.** The Parties agree and acknowledge that the Fixed Price set forth above excludes costs and charges associated with changes to the obligations of New York's Clean Energy Standard ("CES"), including but not limited to CES Tier 4 program costs as described in the "Order Adopting Modifications to the Clean Energy Standard" in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event. For the avoidance of doubt, adjustments for Tier 1 REC Purchase Obligations are governed by Article 4.8.4, below.
- 4.8.4. **Adjustment for Clean Energy Standard Tier 1 REC Purchase Obligations.** The Parties agree and acknowledge that the Fixed Price set forth above includes Tier 1 REC purchases at a rate of \$0.0030/kWh in anticipation of compliance obligations under the Clean Energy Standard (CES) Tier 1 Renewable Energy Standard. In the event that final obligations established by the State result in a material change to this rate, upward or downward, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.
- 4.8.5. For the avoidance of doubt, the Parties agree and acknowledge that the Fixed Price set forth herein includes all costs and charges associated with the Clean Energy Standard, except as set forth in Articles 4.8.3 and 4.8.4, above.
- 4.8.6. The Parties agree and acknowledge that the costs associated with any mailings arising from a rate adjustment will be included in the adjusted rate and are excluded from the above fixed rates.

- 4.9. **Change in Default Supply by Mutual Agreement:** The Parties acknowledge and agree that, in the event that RECs become available in sufficient quantities for Competitive Supplier to offer the 100 Renewable Clean Power Product as the Default Product as set forth in this Exhibit A, the Parties may execute an

amendment to this Exhibit A to change the Default Product from the 50% Renewable Clean Power Product to the 100% Renewable Clean Power Product. The Parties further acknowledge and agree that any change in the price of the Default Product pursuant to this Article 4.9 shall reflect only the increased cost associated with the additional purchase of RECs as set forth herein and no other changes. Any such amendment shall be complete prior to the mailing of opt-out letters to Eligible Customers, such that the purchase of RECs will not alter the price paid by Participating Customers after the Nominal Start Date.

- 4.10. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and except as set forth herein, Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATSs Operating Rules, last updated June 2, 2023, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program.
- 4.11. In the event that the DPS or other governmental authority determines that a 50% or 100% Renewable Clean Power Product may be provided through the voluntary purchase of New York Voluntary EDP Eligible RECs in an amount equal to 50% or 100% of the Participating Customers' electricity usage less any then-current Tier 1 REC purchase associated with the Clean Energy Standard requirements applicable to Competitive Supplier in New York, such change shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY

KWH Sales Template

UsageEndYrMo	Municipality	Zone	CustType	RateClass	Product	Count	Consump_kWh
202101	[MUNI NAME]	I	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	Standard	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	Standard	##,###	###,###
etc..							

Add-Drop Report

UsageEndYearMonth	Municipality	CustomerType	RateClass	Product	AddOrDrop	AddDropType	Count
202101	[MUNI NAME]	Residential	SC1	renewable	Drop	Moved	##
etc.					Drop	Changed Supplier	
					Drop	Opt-out	
					Drop	Other	
					Add	Opt-in	
					Add	Newly Eligible	

EXHIBIT C - DATA REQUIREMENTS

In order for Program Manager and participants to have visibility into their participation with the program, certain data will need to be exchanged, in a regular format, with regular transmission methods and times.

There are three file formats currently in use for this purpose which must be provided by Competitive Supplier to Program Manager:

1. Newly_Opt-out Eligible_Customer file - Competitive Supplier will obtain this data from the Utility as set out in 3.4.2 above and the notification mailing is made from the list following procedures described elsewhere in this ESA. The Program Manager requires a matching dataset as defined below in order to perform its duties for customer service during the opt out period.
2. Post-enrollment file* – Weekly, and after the Competitive Supplier sends enrollments to the Utility, either at the beginning of this contract or after a Newly Opt-out Eligible Customer opt out period, the Competitive Supplier will send this file to the Program Manager to update its records.
3. Overnight file* – basic status update for all transactions occurring since the last overnight file.
4. Commission file - Standard practice for aggregation suppliers.

* Competitive Supplier shall use Commercially Reasonable effort to provide the files within the timeframe stated above to support Program Manager’s customer service needs, provided, however, that transmission frequencies for the Post-enrollment file and Overnight file may deviate from those in subsections 2 and 3 above until such time as Competitive Supplier has systems or processes that are fully automated and capable of creating such files.

The abovementioned files should, at minimum, contain the following information:

<u>Newly Opt-out Eligible Customer file</u>	<u>Post-enrollment file</u>	<u>Commission file</u>
Pre-Enrollment ID Customer Name Service Address Service City State Zip Mailing Address Mail City State Zip Customer Classification Rate Category	Pre-Enrollment ID Utility Account Number Meter Read Cycle Account Start Account End Enrollment Issue/Reason Code Municipality Name Contract Start Contract End Rate Class Annual kWh Capacity Tag Capacity Start Date Capacity End Date Billing Name Billing Address Billing State Billing City Billing Zip Enrollment Date (Contract Start Date) Load Zone	Customer Name Service Account Number Invoice Number Contract ID Municipality Customer Class Invoice Date Start Date End Date Earned Date Scheduled Payment Month Usage UDC Code Commission Rate/Amount Commission Payment Lag (Days)

File transfer between the Supplier and Program Manager, or a party designated by Program Manager, shall be by SFTP or other secure mode.

EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER

Competitive Supplier shall provide power to Participating Customers, including through the purchase of REC's, throughout the term of this ESA and from sources selected in Competitive Supplier's own discretion. However, Program Manager desires to build or contract with a third party to supply renewable sources of energy (a "Renewable Power Source") after the Effective Date of the Program for the benefit of the Participating Customers or a subset of Participating Customers within the Municipality, should the Municipality elect to do so. Upon completion of any such Renewable Power Source or identification of a third-party Renewable Power Source, the Program Manager may offer to procure or sell output from the Renewable Power Source to Competitive Supplier, either directly or through an Associated Entity, under a separate Power Purchase Agreement ("PPA"). Competitive Supplier may also propose alternative PPA opportunities for a Renewable Power Source, or Program Manager and Competitive Supplier may elect to solicit offers from the free market for like quantities of power, RECs, or capacity.

Program Manager understands and acknowledges that (i) Competitive Supplier shall have no obligation to enter into a PPA during the term of this ESA; and (ii) if Competitive Supplier agrees to enter into a PPA, then completion of a PPA is contingent upon (without limitation) Competitive Supplier's confirmation (in its sole determination) that (a) the terms are in compliance with all rules, laws and regulations; (b) it has internal senior management approval after completion of financial, credit, legal and operation due diligence; and (c) the Parties have executed an amended ESA to incorporate terms of the PPA, including any necessary pricing adjustments agreed to by all Parties. In the event that Competitive Supplier elects not to enter into a PPA as described above and Program Manager enters into a third-party agreement, then the terms of this ESA shall remain unmodified and in full force and effect.

In the event Program Manager identifies output from Renewable Power Source(s) that Program Manager desires to assign to or request that the Competitive Supplier use in the Program, Program Manager will describe whether each product is unit-contingent or smoothed, and Program Manager will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

In the event that the Parties elect to enter into a PPA, the Parties agree to negotiate, in a Commercially Reasonable manner, a rate adjustment to Participating Customers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Customers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for. Any such rate adjustment shall only amend or modify the ESA by a written instrument signed by all Parties hereto. For avoidance of doubt, the foregoing does not obligate the Parties to come to an agreement regarding a rate adjustment.

**Amendment to
2024 Electric Service Agreement**
by and between the Village of Mamaroneck,
Constellation NewEnergy, Inc.,
and Sustainable Westchester (The Parties)

RECITALS

WHEREAS, Sustainable Westchester, Inc. (Program Manager), the Village of Mamaroneck (“Municipality”) and Constellation NewEnergy, Inc., (“Competitive Supplier”) have executed an Electric Service Agreement (“the 2024 ESA”) for a community choice energy aggregation (“Community Choice”) program to provide Firm Full- Requirements Power Supply and Consolidated Billing as an alternative to Default Service for Participating Customers within the Municipality;

WHEREAS, Section 4.9 of Exhibit A of the 2024 ESA provides for the execution of an amendment to Exhibit A of the 2024 ESA in the event that certain criteria are met to change the Default Product (as that term is defined in the 2024 ESA) to a 100% Renewable Clean Power Product that includes the purchase of 0% Tier 1 RECs; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this amendment agreement subject to the terms and conditions below.

2024 ESA AMENDMENTS

A. Clauses 1 and 2 of Exhibit A of the 2024 ESA are replaced with the following:

- 1. DEFAULT PRODUCT and PRICE.** Competitive Supplier shall offer to Eligible Consumers and provide to Participating Consumers the following “Default Product” at the prices indicated below.

100% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.13298 *

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

2. **ALTERNATIVE PRODUCT AND PRICES.** In addition to the Default Product described above, Participating Consumers may choose the following product(s) as an alternative to the Default Product at the prices indicated below

50% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.12178*

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

B. The definition of the 100% Renewable Clean Power Product in Clause 3 of Exhibit A of the 2024 ESA, FURTHER DEFINITIONS is replaced with the following:

“**100% Renewable Clean Power Product**” means Firm Full-Requirements Power Supply matched with 100% New York Voluntary EDP Renewable RECs. This 100% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Consumers’ electricity usage including any additional RECs required to account for line loss. 0% of these RECs shall be New York State Tier 1 RECs. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

All other terms and conditions of the 2024 ESA shall remain unchanged.

This amendment to the 2024 ESA shall become effective when it has been executed by the Parties.

//Signatures Follow//

COMPETITIVE SUPPLIER – Constellation NewEnergy, Inc.

E-Signed : 07/23/2024 05:42 PM EDT
Amanda Stewart
 contractadmin@constellation.com
 IP: 130.41.158.242
 Name: DocID: 20240723110649162

Title:

Address:

Dated:

MUNICIPALITY – Village of Mamaroneck

E-Signed : 07/23/2024 01:55 PM EDT
Charles B. Strome,
III
 cstromer@vomny.org
 IP: 71.183.64.58
 Name: DocID: 20240723110649162

Address: 123 Mamaroneck Avenue, Mamaroneck, NY 10543

Dated:

PROGRAM MANAGER – Sustainable Westchester

E-Signed : 07/23/2024 02:22 PM EDT
Noam Bramson
 noam@sustainablewestchester.org
 IP: 72.80.28.24
 Name: Noam Bramson DocID: 20240723110649162

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

Village of Mamaroneck, NY

Item Title: MOU with Sustainable Westchester

Item Summary: Filed for the Record - MOU with Sustainable Westchester

Fiscal Impact:

ATTACHMENTS:

Description

Type

MOU

Cover Memo

MEMORANDUM OF UNDERSTANDING
For
Participation in the Westchester Power Contract
For Communities in the Con Edison Service Territory

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Mamaroneck (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

1. Background:

- a. The New York Public Service Commission, through the CCA Orders (as defined below), has approved the establishment of Community Choice Aggregation ("CCA") programs throughout New York State and authorized Sustainable Westchester to implement a CCA program pursuant to a Master Implementation Plan.
- b. Sustainable Westchester’s CCA Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016. Since then, nine additional municipalities have joined and several other municipalities are actively working towards participation.
- c. For participating municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on the first meter read date after October 31, 2024.
- d. In compliance with the CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- e. As a member of Sustainable Westchester in good standing and a participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the operation and maintenance of the Program.

2. Definitions:

- a. **2022 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from November 1, 2022 to the first meter read date after October 31, 2024.
- b. **2024 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing on November 1, 2024 for the Con Edison service territory. The 2024 ESA shall have substantially the same terms outlined in the attached 2024 ESA Template (Attached as Exhibit 1). The 2024 ESA Template contains updates to applicable New York State tariffs and other clarifying changes to the 2022 ESA.
- c. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; and the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”).
- d. **Community Choice Aggregation Program or CCA Program or Program– A** municipal energy procurement program, which replaces the incumbent utility as the default

supplier for all Eligible Consumers within the Participating Municipality, as defined in the CCA Orders.

e. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an Energy Service Company (“ESCO”) that procures electric power for Eligible Consumers in connection with this CCA Program.

f. **Compliant Offer:** Electric power supply offer from a Competitive Supplier that meets the requirements specified in this MOU and the 2024 ESA and that is submitted by the lowest responsible bidder, subject to the terms and conditions set forth in the 2024 RFP.

g. **Default Product:** The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out. The Default Product for the Municipality shall be the 50% Renewable Clean Power Product, as that term is defined in the 2024 ESA. If the municipality elects to do so, as set forth in clause 4.10 of Exhibit A of the 2024 ESA Template , the Default Product may be modified to the 100% Renewable Clean Power Product, as that term is defined in the 2024 ESA. Such amendment shall have substantially the same terms outlined in the attached Amendment to the 2024 ESA (Attached as Exhibit 2)

h. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.

i. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.

j. **Eligible Customers** – Customers of electricity eligible to participate in the CCA Program, either on an opt-out or opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier’s sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.

k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the CCA Program.

l. **Opt-out Eligible Customers:** Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted-out of the Program.

m. **Participating Customers:** Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.

n. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

o. **Public Service Commission (“PSC”):** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the PSC, or any successor state agency.

p. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.

q. **2024 RFP:** The request for proposals to suppliers to provide energy to Participating Customers for the 2024 ESA.

- 3. Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **the Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2024 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2024 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2024 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2024 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the PSC and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the collection of indicative pricing and other inputs against which to evaluate the 2024 ESA offers,
 - iii. the preparation of the 2024 ESA,
 - iv. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - v. the acceptance, secure opening, and review of to the RFP, and
 - vi. the organization of the Qualifications Review, bid evaluation, and selection of a Competitive Supplier, all in a manner that is consistent with this MOU and transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - c. Sign the 2024 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2024 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** The Participating Municipality agrees to:
- a. Sign the 2024 ESA, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2024 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.

- b. If the Municipality elects to do so, as set forth in the 2024 ESA, Exhibit A, Clause 4.10, sign the Amendment to the 2024 ESA to change the default product to the 100% Renewable Clean Power Product, as that term is defined in the 2024 ESA.
- 6. Term and Termination:** Memorandum of Understanding shall expire on the earlier of November 30, 2024 or the date on which the 2024 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the 2024 ESA attached hereto as Exhibit 1.

IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village of Mamaroneck

Authorized Official Name and Title: Deputy village Clerk Sally Roberts
 Signature: Sally Roberts
 Address: 123 Mamaroneck Avenue, Mamaroneck, NY 10543
 Telephone(s): 914-825-8124
 E-Mail Address: sroberts@vomny.org
 Address for Notices: 123 Mamaroneck Avenue, Mamaroneck, NY 10543

Sustainable Westchester, Inc.

Authorized Official Name and Title: Noam Bramson, Executive Director
 Signature: Noam Bramson
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: noam@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2024 MOUB100 - WP Con Ed ESA Template 2024-06-11.docx
 Exhibit 2, 2024 MOUB100 - WP Con Ed Amendment template 2024-06-11.docx

Electric Service Agreement

Exhibit 1 to accompany the Memorandum of Understanding
on Community Choice Aggregation

This Electric Service Agreement is by and between the [Municipality],
[Competitive Supplier],
and Sustainable Westchester

[remainder of this page is left intentionally blank]

Contents

RECITALS	3
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 RIGHTS GRANTED	10
ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT	12
ARTICLE 4 TERM OF CONTRACT AND TERMINATION	14
ARTICLE 5 CONTINUING COVENANTS	16
ARTICLE 6 ROLE OF THE MUNICIPALITY	19
ARTICLE 7 ROLE OF PROGRAM MANAGER	20
ARTICLE 8 PRICES AND SERVICES; BILLING	22
ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS	23
ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS	23
ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT	24
ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION	24
ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM	26
ARTICLE 14 INDEMNIFICATION	27
ARTICLE 15 REPRESENTATIONS AND WARRANTIES	27
ARTICLE 16 INSURANCE	29
ARTICLE 17 REGULATORY EVENT/NEW TAXES	29
ARTICLE 18 MISCELLANEOUS	30
ARTICLE 19 REMEDIES	34
EXHIBIT A – PRODUCTS, PRICES AND TERMS	37
EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY	42
EXHIBIT C - DATA REQUIREMENTS	43
EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER	45

RECITALS

WHEREAS, Sustainable Westchester, Inc. sought approval of a demonstration community choice energy aggregation (“Community Choice”) program in Westchester County in 2014, which would allow local governments to participate in a Sustainable Westchester program to procure energy supply from an Energy Services Company for the residents of the municipalities;

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first Community Choice pilot program in New York State;

WHEREAS, the PSC subsequently issued the order “Authorizing Framework for Community Choice Aggregation Opt-out Program” on April 21, 2016 (the “CCA Framework Order”) enabling Community Choice throughout New York State;

WHEREAS, the Sustainable Westchester Community Choice Aggregation Program (also known as Westchester Power) is intended to include residential and small non-residential customers, and to permit the aggregation of electric purchases by the communities which elect to participate;

WHEREAS, the [Municipality] (“Municipality”) has adopted a Local Law to participate in the Sustainable Westchester Community Choice Program (“Program”) to aggregate customers located within the Municipality and to negotiate competitive rates for the supply of electricity for such customers;

WHEREAS, the Program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Sustainable Westchester Community Choice Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016, and nine additional municipalities have joined in the years since its inception;

WHEREAS, Sustainable Westchester, Inc. has been authorized by the Municipality to act as Program Manager for a Community Choice Program, pursuant to Local Law and Memorandum of Understanding 2024, to issue a request for proposals (“RFP”) to suppliers to provide energy to Participating Customers, and to award supply contracts;

WHEREAS, [Competitive Supplier], an entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) (the “Competitive Supplier”), desires to provide Full-Requirements Power Supply to customers located within the Municipality, pursuant to the terms and conditions of this Electric Service Agreement (“ESA”);

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Default Service for Participating Customers within the Municipality;

WHEREAS, Competitive Supplier is willing to provide two distinct electric supply products and two corresponding pricing levels: (1) a 50% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 50% of Participating Customers' electricity usage and price, and (2) a 100% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 100% of Participating Customers' electricity usage and price, which shall be available only on an opt-in basis, as set out in Exhibit A herein;

WHEREAS, Municipality has chosen the 50% Renewable Clean Power product as the Default Product for Participating Customers;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Manager;

WHEREAS, Municipality prefers for Competitive Supplier to collect and remit the fees due the Program Manager;

WHEREAS, the local governments that participate in the Sustainable Westchester Community Choice Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 Associated Entities – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents, affiliates, or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.2 Bankruptcy - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the Commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 CCA Orders – Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; and the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”).

- 1.4 50% Renewable Clean Power Product - Has the definition set forth in Exhibit A.
- 1.5 100% Renewable Clean Power Product - Has the definition set forth in Exhibit A.
- 1.6 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.
- 1.7 Community Choice – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Customers within the Municipality.
- 1.8 Competitive Supplier or Energy Services Company (“ESCO”)– An entity duly authorized to conduct business in the State of New York as an ESCO.
- 1.9 Consolidated Billing - A billing option that provides Participating Customers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.
- 1.10 Default Product – The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out.
- 1.11 Default Service – Supply service provided by the Distribution Utility to customers who are not currently receiving service from a Competitive Supplier.
- 1.12 Delivery Term - The period for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.
- 1.13 Distribution Utility - Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.
- 1.14 Electronic Data Interchange (“EDI”) - The exchange of business data in a standardized format between business computer systems.
- 1.15 Effective Date - The date upon which this ESA has been executed by the Parties (to be determined by the later date if the Parties execute on different dates).
- 1.16 Eligible Customers – Customers of electricity eligible to participate in the CCA Program, either on an opt-out or opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier's sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.

1.17 ESA - This Electric Service Agreement.

1.18 Environmental Disclosure Label – The fuel mix purchased by an ESCO and the related emissions of those fuels compared to a statewide average, which is required to be reported under the DPS’s Environmental Disclosure Program.

1.19 Federal Energy Regulatory Commission (“FERC”) - The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.20 Firm Full-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during the contract term to Participating Customers at the Point of Sale, other than the cost of transmission and distribution services that are billed through the distribution tariff(s) and provided by the utility and/or the NYISO to provide electricity to the Point of Delivery.

1.21 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.22 General Communications - The type of communications described and defined in Article 5.7 herein.

1.23 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.24 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.25 kWh, kW - Kilowatt-hour and kilowatt, respectively.

1.26 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Sustainable Westchester Community Choice Program.

1.27 Memorandum of Understanding 2024 – Binding agreement between Municipality and Program Manager authorizing Sustainable Westchester to administer the Program.

1.28 Newly Opt-Out Eligible Customers – Residential and small commercial customers of electricity that become Opt-out Eligible Customers after the Effective Date, including those that move into Municipality and those who complete or terminate other 3rd party supply contracts and have returned to Default Service, provided these customers have not previously opted out of the Program.

1.29 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full- Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.

1.30 Nominal Start Date – December 1, 2024.

1.31 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.32 Opt-out Eligible Customers - Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order, but shall not include customers in service classes SC8, SC12, and SC13. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted out of the Program.

1.33 Participating Customers - Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.

1.34 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.35 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility

1.36 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.36 Program - Sustainable Westchester Community Choice Aggregation Program.

1.37 Program Manager – Sustainable Westchester, Inc., a non-profit organization comprised of multiple municipalities in Westchester County of which the Municipality is a member, authorized by the PSC to put out for bid the total amount of electricity being purchased by Participating Customers. Program Manager is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.

1.38 PSC or DPS - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.39 Qualifying Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation. To meet the threshold of being a Qualifying Regulatory Event, the impact of the event must negatively or positively impact the majority of customers in the same service class, but not including a Regulatory Event that applies uniquely to Competitive Supplier. Notwithstanding anything to the contrary in this ESA or the RFP, any changes to the Purchase of Receivables (POR) approved by the PSC shall be deemed a Qualifying Regulatory Event hereunder.

1.40 Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.41 Retail Price - As set forth in Exhibit A.

1.42 Service Commencement Date - The date of the first meter read date for Participating Customers on or after the Nominal Start Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.43 Standard Product - Firm Full-Requirements Power Supply consisting of the standard generation mix, meeting the minimum Clean Energy Standard for electric power established by New York State. [There is no Standard Product supplied under this ESA because both products detailed in Exhibit A include additional RECs.]

1.44 Term - As defined in Article 4.1.

1.45 Uniform Business Practices – Regulations governing the business practices of utilities

and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343), as may be amended from time to time.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Customers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Customers enrolled in the plan or plans managed by the Program Manager, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Customers who opt-out of the Program and remain on, or return to, Default Service, until changes in law, regulation or policy may allow otherwise.

In accordance with Article 3 below, all Opt-out Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out or have previously opted out of the Program. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Customers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Distribution Utility. The Distribution Utility Fees for the provision of this data shall be paid for by the Supplier. Competitive Supplier shall request consumption data for individual Participating Customers from the Distribution Utility via EDI or other adopted standards such as a secure file transfer protocol. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Manager, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Participating Customers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event. Competitive Supplier shall not be responsible for a delayed or unsuccessful enrollment of a Participating Consumer, or de-enrollment, that is a direct result of the Municipality, Program Manager, or Distribution Utility's negligent act or omission or breach of this ESA.

2.2 NO THIRD-PARTY BENEFICIARIES

Except as specifically provided in Section 18.11, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the CCA Orders and Local Law for Eligible Customers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Manager in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents that the Local Law has been duly adopted.

Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- b) execute any appropriate NYISO applications and agreements;
- c) obtain authorization from the FERC to sell power at market-based rates;
- d) complete EDI testing with Distribution Utility;
- e) provide all other documentation required by the Distribution Utility; and
- f) satisfying all insurance requirements set forth in Article 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements fourteen days prior to the Nominal Start Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited.

Competitive Supplier may share such Eligible Customer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of Firm Full-

Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables or enhancement of data exchange between the Parties), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed data security agreement, a copy of which will be provided to the Municipality within a reasonable time following Municipality's request. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Customer data to any third party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer data from access by, or beneficial use for, any third party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

The Parties acknowledge and agree that all Participating Customers have the right, pursuant to CCA Orders, Local Law, and the Program, to change their source or product of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not interfere with the right of Participating Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Customers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEWLY OPT-OUT ELIGIBLE CUSTOMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a Newly Opt-out Eligible Customer and has provided to Competitive Supplier such Newly Opt-out Eligible Customer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such Newly Opt-out Eligible Customer (i) of the date on which such Newly Opt-out Eligible Customer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Newly Opt-out Eligible Customer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such Newly Opt-out Eligible Customer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such

Newly Opt-out Eligible Customer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality. The Parties understand that with respect to official communications, time is of the essence.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Customers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility or Program Manager; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CUSTOMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Manager may conduct customer awareness efforts at its sole expense. Notwithstanding anything to the contrary in this Agreement, Municipality and Program Manager shall be responsible for ensuring approval by the applicable Governmental Authority of the overall content in connection with any consumer awareness efforts, actions or notices, including but not limited to any education, outreach or similarly situated activities regarding the Program or an Eligible Consumer's ability to opt-out of the Program.

3.4 ENROLLMENT

3.4.1 Participating Customers –All Opt-out Eligible Customers as of the Effective Date will be enrolled in the Program, thus becoming Participating Customers, under the terms of this ESA unless there is a delay, through no fault of the Competitive Supplier, in obtaining information from the Distribution Utility or they opt-out during the 30-day period specified in the PSC Orders. Participating Customers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Manager who has agreed in writing to a data security agreement, a list of Participating Customers as of the Effective Date, as well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 Newly Opt-out Eligible Customers - If Newly Opt-out Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, such Newly Opt-out Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. These Newly Opt- out Eligible Customers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program as set out in Exhibit A, 4.6, and at a price as defined in Exhibit A. For the avoidance of doubt, Participating Customers that have opted into the Program shall also be enrolled in the Program at a price as defined in Exhibit A. Competitive Supplier shall enroll such Newly Opt-out Eligible Customers and opt-in customers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Customers Who Have Previously Opted Out - At any time during this ESA, Eligible Customers who would otherwise be Opt-out Eligible Customers but who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Customers at a price as set forth in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.4 Customers Served by Third Parties - Customers being served under other competitive supply programs offered by third parties will not be automatically enrolled as Participating Customers under this ESA until such program terminates or is otherwise completed. Competitive Supplier agrees that Eligible Customers with an opt-out eligible service class in the Con Edison territory under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Customers. Competitive Supplier further agrees that customers being served under other competitive supply programs that terminate or are otherwise completed become Newly Opt-out Eligible Customers and may be automatically enrolled as Participating Customers under the CCA Orders in accordance with Section 3.2 above. Eligible Customers who opt-in as provided in this Article 3.4.4 or who enroll following the termination or completion of another competitive supply program offered by a third party shall be enrolled in the Program at the rates reflected in Exhibit A. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.5 Termination Fees. There shall be no termination fees for any residential, small commercial, or municipal Participating Customers to disenroll from the Program. Competitive Supplier will continue providing Firm Full- Requirements Power Supply until Distribution Utility processes the disenrollment.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as delineated in Exhibit A, unless this ESA is terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to,

Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f), within sixty (60) days following written notice to do so by the non-breaching party; or

b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if any Governmental Authority exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Customers; or

d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or

e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination of this ESA, Competitive Supplier shall have all Participating Customers switched back to obtaining supply from the Distribution Utility or another supplier by submitting drop requests of all Participating Customers via EDI or alternative data protocol to the Distribution Utility in a form acceptable to the Distribution Utility. Competitive Supplier shall provide written notice to Program Manager at least sixty (60) days prior to submitting any such Participating Customer drop requests in accordance with Section 4.3, which notice shall include the timing of submission of such requests to the Distribution Utility, that Competitive Supplier intends to be executed before or in anticipation of the termination of this ESA; provided, however, that Competitive Supplier's notice obligation shall not apply to any Participating Customer drop that is initiated by a Participating Customer.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual,

written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Customers; and that, at all times with respect to Participating Customers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Administrator will provide to Municipality, and the Municipality will post program-related information on the Municipality's website which will be available to Participating Customers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers, but excluding any confidential or proprietary information of the Competitive Supplier. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the email address and telephone number of such representative(s).

Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Customers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Customers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Customers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established service classes (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable Governmental Rules or provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Customer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Customer's failure to pay bills from the Competitive Supplier, subject to any applicable provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General

Communications") to Eligible or Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager, except that approval shall not be required for any communications that are standardized by the Governmental Rules or applicable law, in which case they will be considered already approved by all Parties.

The Municipality and Program Manager understand that time is of the essence regarding their review and that Competitive Supplier is dependent on their timeliness to ensure that its obligations are met. The Municipality or Program Manager shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality and Program Manager fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included in such bill not within the scope of (a) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Customers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure or Change in Law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier shall, without increasing the prices reflected Exhibit A, print and mail one letter or postcard per year to all active Participating Customers, the design of which shall be determined by the Municipality or Program Manager. The letter or postcard shall be limited to one page, double-sided, and printed in color with each Municipality's identification. Any additional expenses outside of the limitations set forth above shall be paid by Program Manager.

In addition, Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate, pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including

weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated. Competitive Supplier shall notify Program Manager at least two (2) weeks before a direct communication to Participating Customers is to be mailed. Program Manager shall provide Program General Communications insert file within seven (7) calendar days of receiving such notice.

Competitive Supplier agrees to allow and facilitate the Program Manager to utilize the supplier messages area of the bill for Program communications; provided, however, Program Manager shall provide a written request to Competitive Supplier of not less than fourteen (14) days, which requests details the message to be included on the bill, and any such message shall be subject to Competitive Supplier's approval, such approval not to be unreasonably withheld.

5.8 PARTICIPATING CUSTOMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Manager, provide aggregate consumption information as the Municipality or Program Manager may request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide Participating Customer lists in an electronic format, secure transfer mode, frequency and format as set out in Exhibit C, subject to a data security agreement for customers who have not requested that their personal information be denied to Program Manager or to Municipality.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the PSC Orders and Local Law and may include negotiating the terms and conditions under which Firm Full-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full-Requirements Power Supply to Participating Customers. The Parties agree that, with regards to

electricity, Municipality is not a “public utility company” or providing any “public utility service” within the meaning of GML 360 and Article 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of 4.2 a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to the PSC Orders and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery, supply of or billing for Firm Full-Requirements Power Supply.

Municipality may conduct outreach to the community in addition to the initial program notification letter, **which will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Customers to opt out without postage expense.** Municipality will report on their endeavors to Program Manager to inform residents on the Program and “non-demand charge” commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Sustainable Westchester Inc, as Program Manager, agrees to:

- a. Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- b. Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Manager in furtherance of establishing the Program;
- c. Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the PSC Orders, including but not limited to the following:

File final versions of the customer opt-out letters, after the supply procurement is finalized, that provide details on the Program.

Agreeing to protect that information consistent with the discussion in the body of this Order.

In addition, Program Manager will file any Requests for Proposals, or Requests for Information, and similar documents, as well as any contracts entered into for energy supply, at the time they are issued.

- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is verified to be a qualified electricity supplier by the NYISO in the Distribution Utility’s service territory and the Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA;
- e. Provide the Municipality with timely communications content to implement customer notification requirements for approval, not to be unreasonably withheld, given the

- projected schedule of Program’s implementation;
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
 - g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

Competitive Supplier shall pay Program Manager \$0.00175 for each kWh delivered, invoiced and paid for by Participating Customers during the Term (“Program Manager Fee” or “Fee”). The Parties agree that Competitive Supplier will remit the Program Manager Fee to the Program Manager, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Sustainable Westchester, Inc. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Manager will be made monthly by Automated Clearing House (“ACH”) (an electronic network for financial transactions) to the account set forth in Exhibit C hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers. The Program Manager Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide a sufficiently detailed explanation of the error.

Program Manager shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact, financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Manager is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Manager in connection with this ESA shall be borne wholly and completely by Program Manager. Program Manager shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Manager or any employees or agents of Program Manager.

7.5 AUCTION SERVICE FEE

Competitive Supplier shall, for the duration of this ESA, pay the auction service company, AuctionURenergy LLC (“Auction Service Company”), \$0.00015 for each kWh delivered, invoiced and paid for by Participating Customers during the Term (“Auction Service Fee”). This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties, subject to the execution of any necessary separate agreement between the Auction Service Company and Competitive Supplier .

Payment to the Auction Service Company shall be made monthly by ACH to the account indicated by the Auction Service Company, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers.

The Auction Service Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, for full payments received from Participating Customers in January the Auction Service Fee associated with those payments will be paid by the end of March. If Competitive Supplier has paid a past Auction Service Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due to the Auction Service Company and provide a sufficiently detailed explanation of the error.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Distribution Utility will be responsible for any metering which may be required to bill Participating Customers in accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Customers at the Point of Sale. In accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Customer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Customers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Customers on Default Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to bill based on its good faith estimates of usage. Any overcharge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Customers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Customers' bills. Participating Customers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Customers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the PSC Orders and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its

Associated Entities agree to comply with any code of conduct or policies the PSC may adopt in accordance with the PSC Orders and to all related Orders of Case 14-M-0564 and 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, no later than ten days after a request from Municipality or Program Manager, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Customers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures.

If the Participating Customer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any customer complaints received from a Participating Customer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with the following monthly reports as shown on Exhibit B attached hereto within 30 days of the end of the month:

1. kWh and counts disaggregated by municipality, utility zone, customer type, service class, product
2. Add-Drop report with count of transactions for drop categories Moved, Changed Supplier, Opt-out, Other, and add categories of Opt-in and Newly Eligible.

All reports provided under this 12.1 shall be provided in electronic format.

12.1.2 Customer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain customer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide corrections to such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York, including the creation of separate labels to reflect renewable CCA products within the Competitive Supplier's portfolio, as well as individual municipal renewable purchases within the CCA program.

Unless the Environmental Disclosure Label requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Label annually or as required by the PSC of all Competitive Suppliers to be disclosed to their Participating Customers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Customers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and generally accepted accounting principles. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's

reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to Competitive Supplier's obligations under this ESA and which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

12.5 ADDITIONAL REQUESTS FOR INFORMATION

Upon reasonable request, Competitive Supplier shall provide Program Manager or Municipality with information necessary to comply with the CCA Orders, including but not limited to information concerning Participating Customer complaints and reasons for opting out of the Program. Competitive Supplier shall make Commercially Reasonable efforts to maintain Participating Customer records in a manner that facilitates the Parties compliance with the CCA Orders.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Manager ("Indemnified Parties") and the Indemnified Parties' elected officials, officers, employees, agents, representatives, and independent contractors from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality, the Program Manager, any of their elected officials, officers, owners, directors, or its employees, representatives, independent contractors, or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Manager seeks indemnification pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with the ESA's terms, subject to applicable law, and the Competitive Supplier can and will perform its obligations hereunder to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity.

- b) Subject to the conditions set forth in Article 2.4:
- i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
 - ii) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
 - iii) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
 - iv) no bankruptcy is pending against it or to its knowledge threatened against it;
 - v) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
 - vi) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law, and Municipality will perform its obligations hereunder in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) No bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM MANAGER

As a material inducement to entering into this ESA, the Program Manager hereby represents and warrants to Competitive Supplier and Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of Program Manager enforceable in accordance with its terms, subject to applicable law, and the Program Manager can and will perform its obligations to the Competitive Supplier in conformance with the terms and conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;

- b) The execution, delivery and performance of this ESA are within Program Manager's powers, have been or will be duly authorized by all necessary action;
- c) None of the documents or other written information furnished by or on behalf of Program Manager to or for the benefit of the Competitive Supplier pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- d) Program Manager has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- e) No Bankruptcy is pending or threatened against Program Manager.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Nominal Start Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before fourteen days prior to the Nominal Start Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Nominal Start Date under this ESA. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker's compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give

effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier and Program Manager and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess or reduced costs as a result thereof, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Customers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Manager shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier or Program Manager in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Manager may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Manager and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Customers or other Eligible Customers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality and Program Manager

written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality and Program Manager the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier’s unique knowledge of, or access to, Participating Customers gained as a result of this ESA. For the purposes of this provision, “direct marketing” shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Participating Customer with the intent to sell a new product or service. Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such “direct marketing.”

Notwithstanding the foregoing, Competitive Supplier shall have no liability for the marketing, offering or provision of products or services through any of its Associated Entities to Participating or Eligible Consumers if all of the following conditions are satisfied:

- 1) Such activity does not suggest, hint or otherwise imply that any marketed product(s) or service(s) is/are associated with Competitive Supplier or the CCA Program;
- 2) Such activity does not use the trade name or trade or service marks of the Competitive Supplier;
- 3) Such activity does not utilize any data obtained by Competitive Supplier obtained in connection with this ESA; and
- 4) Competitive Supplier is not aware of any such activity.

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

[Insert Address]

Attn: [Insert]

With a copy to:

[Insert Address]

If to Municipality:

[Insert Address]

With Copy to:

[Insert]

and if to Program Manager:

Executive Director

Sustainable Westchester Inc
40 Green Street
Mount Kisco, NY 10549

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Manager in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Program Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all Participating Customer drops via

EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 COUNTERPARTS; DIGITAL SIGNATURES

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) or by other digital application (e.g., DocuSign or Adobe Sign) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 ADVERTISING LIMITATIONS

Competitive Supplier and Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the other Party expressly agrees to such usage; provided, however, that this prohibition shall not prevent Competitive Supplier or Municipality from identifying the other Party as required under the CCA Orders. Any proposed use of the name of a Party must be

submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.15 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

18.16 INTERPRETATION

The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America.

ARTICLE 19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS OF LIABILITY

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by

third parties.

19.3 DISCLAIMER

COMPETITIVE SUPPLIER MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

//Signatures Follow//

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below

COMPETITIVE SUPPLIER –

By:

Name:

Title:

Address:

Dated:

MUNICIPALITY –

By:

Name:

Title:

Address:

Dated:

PROGRAM MANAGER – Sustainable Westchester

By:

Name: Noam Bramson

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

EXHIBIT A – PRODUCTS, PRICES AND TERMS

- 1. DEFAULT PRODUCT and PRICE. Competitive Supplier shall offer to Eligible Consumers and provide to Participating Consumers the following “Default Product” at the prices indicated below.**

50% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.XXX*

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

- 2. ALTERNATIVE PRODUCT AND PRICES. In addition to the Default Product described above, Participating Consumers may choose the following product(s) as an alternative to the Default Product at the prices indicated below**

100% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.XXX* **

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

3. FURTHER DEFINITIONS

“50% Renewable Clean Power Product” means Firm Full-Requirements Power Supply matched with 50% New York Voluntary EDP Renewable RECs. This 50% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 50% of the Participating Consumers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“100% Renewable Clean Power Product” means Firm Full-Requirements Power Supply matched with 100% New York Voluntary EDP Renewable RECs. This 100% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Consumers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“New York Voluntary EDP Eligible RECs” means the voluntary purchase of Renewable Energy Certificates (“RECs”) which comply with the attribute delivery rules set forth in the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the NY Environmental Disclosure Program that are sourced from NY EDP Eligible Renewable Resources.

“NY Public Policy Transmission Project Costs” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“NY CFC Transmission Costs” means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the Climate Leadership and Community Protection Act pursuant to the “Order Approving Phase 2 Areas Of Concern Transmission Upgrades” issued by the PSC on February 16, 2023 in Case No. 20-E-0197, as may be amended or modified from time to time during the term of this ESA. NY CFC Transmission Costs shall not include transmission related charges under the NY TOTS Project Costs, NY Public Policy Transmission Project Costs or Ancillary Services And Other ISO Costs.

“NY EDP Eligible Renewable Resource” means any electric power generator meeting the NY Environmental Disclosure Program eligibility criteria of a NY renewable energy generating source which comply with the attribute delivery rules set forth in the NYGATS Operating Rules, supporting the NY Environmental Disclosure Program, as of the Effective Date of this Agreement. RECs will be retired for all participants collectively at the Program level.

“NY Environmental Disclosure Program” means the environmental disclosure program administered by the New York State Department of Public Service, through which load serving entities periodically inform their customers of the fuel source, emissions and other characteristics of the electricity resources supplied to them.

4. TERMS FOR SUPPLY SERVICE

- 4.1. **Commencement.** The Price and Terms stated on this Exhibit A will commence on the first customer meter read date on or after December 1, 2024 for each Participating Customer and continue until the first customer meter read date on or after [Insert Date] (“End Date”) for each Participating Customer, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.
- 4.2. **Period of Delivery.** The period of delivery shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.
- 4.3. **Service Commencement Date.** Firm Full-Requirements Power Supply will commence at the prices herein as of each Participating Customer’s first meter read dates on or after December 1, 2024. Service shall continue until the first customer meter read date on or after [Insert Date] for each Participating Customer.
- 4.4. **Eligible Customer Opt-In or Opt-Out.** Eligible Customers are free to opt-in or

opt-out of the Program, or change their product selection. Competitive Supplier shall process such requests by notifying Distribution Utility of such change utilizing established EDI protocols within five (5) business days. There are no fees or charges for Participating Customers to opt-in, opt-out, or change their product selection.

- 4.5. **Service of Newly Opt-out Eligible Customers.** Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll and are enrolled into the Program after the first customer meter-read date referred to above at the prices set forth herein.
- 4.6. **New Customer Refreshes During the Term.** April, August, and December during the term of this ESA, Competitive Supplier shall perform a refresh or new customer sweep to create a list of Newly Opt-Out Eligible Customers. As a result of any such refresh or sweep performed, Newly Opt-Out Eligible Customers will be automatically enrolled in the Program unless a customer opts out of the Program; provided, however, that no refresh, sweep or enrollment of such Newly Opt-Out Eligible Customers that are part of any refresh or sweep shall occur less than four (4) months prior to the End Date or in the event of termination of this ESA. Competitive Supplier may perform a refresh and enroll Newly Opt-out Eligible Customers outside of the April, August, and December periods if mutually agreed to by all the Parties hereunder.
- 4.7. **Competitive Supplier's Standard Credit Policy.** The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.
- 4.8. **Purchase of Renewable Energy Certificates; NYGATS Recording.** Competitive Supplier shall identify the technology and location of the renewable generators that are the sources of the RECs for the Default and Alternative Products, as applicable. All New York Voluntary EDP Eligible RECs shall be created and recorded as such in the NYGATS.
- 4.9. **Modifications Due to Regulatory Events:** For the avoidance of doubt, the Parties acknowledge and agree that the following shall be treated as Regulatory Events as set forth herein.
 - 4.9.1. **Adjustment in the Event of a Subsidy.** In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Customers in the form of a rate reduction.
 - 4.9.2. **Adjustment for NY Public Policy Transmission Costs.** Municipality understands that for any supply to Participating Customers the Fixed Price includes NY Public Policy Transmission Costs at a rate of \$0.00440/kWh.

Rates for NY Tier 2 REC Program Costs and additional transmission charges as may be assessed by New York State pursuant to the “Order Approving Phase 2 Areas Of Concern Transmission Upgrades” issued by the PSC on February 16, 2023 (“NY CFC Transmission Costs”) are unknown at the time of bidding and therefore are not included in the Fixed Price. Competitive Supplier will pass through to Participating Customers any future changes, (upward or downward) to such costs, based on changes in such costs during the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year.

- 4.9.3. **Adjustment for Changes to Clean Energy Standard.** The Parties agree and acknowledge that the Fixed Price set forth below excludes costs and charges associated with changes to the obligations of New York’s Clean Energy Standard (“CES”), including but not limited to CES Tier 4 program costs as described in the “Order Adopting Modifications to the Clean Energy Standard” in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event. For the avoidance of doubt, adjustments for Tier 1 REC Purchase Obligations are governed by Section 4.9.4, below.
- 4.9.4. **Adjustment for Clean Energy Standard Tier 1 REC Purchase Obligations.** The Parties agree and acknowledge that the Fixed Price set forth below includes Tier 1 REC purchases at a rate of \$0.0030/kWh in anticipation of compliance obligations under the Clean Energy Standard (CES) Tier 1 Renewable Energy Standard. In the event that final obligations established by the State result in a material change to this rate, upward or downward, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.
- 4.9.5. For the avoidance of doubt, the Parties agree and acknowledge that the Fixed Price set forth herein includes all costs and charges associated with the Clean Energy Standard, except as set forth in Sections 4.9.3 and 4.9.4, above.
- 4.10. **Change in Default Supply by Mutual Agreement:** The Parties acknowledge and agree that, in the event that RECs become available in sufficient quantities for Competitive Supplier to offer the 100 Renewable Clean Power Product as the Default Product as set forth in this Exhibit A, the Parties may execute an amendment to this Exhibit A to change the Default Product from the 50% Renewable Clean Power Product to the 100% Renewable Clean Power Product. The Parties further acknowledge and agree that any change in the price of the Default Product pursuant to this section shall reflect only the increased cost associated with the additional purchase of RECs as set forth herein and no other changes. Any such amendment shall be complete prior to the mailing of opt-out letters to Eligible Customers, such that the purchase of RECs will not alter the

price paid by Participating Customers after the Nominal Start Date.

- 4.11. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and except as set forth herein, Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATSs Operating Rules, last updated June 2, 2023, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program.
- 4.12. In the event that the DPS or other governmental authority determines that a 50% or 100% Renewable Clean Power Product may be provided through the voluntary purchase of NY Tier 2 Voluntary RECs in an amount equal to 50% or 100% of the Participating Customers' electricity usage less any then-current Tier 1 REC purchase associated with the Clean Energy Standard requirements applicable to Competitive Supplier in New York, such change shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

EXHIBIT C - DATA REQUIREMENTS

In order for Program Manager and participants to have visibility into their participation with the program, certain data will need to be exchanged, in a regular format, with regular transmission methods and times.

There are three file formats currently in use for this purpose which must be provided by Competitive Supplier to Program Manager:

1. Newly_Opt-out Eligible_Customer file - Competitive Supplier will obtain this data from the Utility as set out in 3.4.2 above and the notification mailing is made from the list following procedures described elsewhere in this ESA. The Program Manager requires a matching dataset as defined below in order to perform its duties for customer service during the opt out period.
2. Post-enrollment file* – Weekly, and after the Competitive Supplier sends enrollments to the Utility, either at the beginning of this contract or after a Newly Opt-out Eligible Customer opt out period, the Competitive Supplier will send this file to the Program Manager to update its records.
3. Overnight file* – basic status update for all transactions occurring since the last overnight file.
4. Commission file - Standard practice for aggregation suppliers.

* Competitive Supplier shall use Commercially Reasonable effort to provide the files within the timeframe stated above to support Program Manager’s customer service needs, provided, however, that transmission frequencies for the Post-enrollment file and Overnight file may deviate from those in subsections 2 and 3 above until such time as Competitive Supplier has systems or processes that are fully automated and capable of creating such files.

The abovementioned files should, at minimum, contain the following information:

<u>Newly Opt-out Eligible Customer file</u>	<u>Post-enrollment file</u>	<u>Commission file</u>
Pre-Enrollment ID Customer Name Service Address Service City State Zip Mailing Address Mail City State Zip Customer Classification Rate Category	Pre-Enrollment ID Utility Account Number Meter Read Cycle Account Start Account End Enrollment Issue/Reason Code Municipality Name Contract Start Contract End Rate Class Annual kWh Capacity Tag Capacity Start Date Capacity End Date Billing Name Billing Address Billing State Billing City Billing Zip Enrollment Date (Contract Start Date) Load Zone	Customer Name Service Account Number Invoice Number Contract ID Municipality Customer Class Invoice Date Start Date End Date Earned Date Scheduled Payment Month Usage UDC Code Commission Rate/Amount Commission Payment Lag (Days)

File transfer between the Supplier and Program Manager, or a party designated by Program Manager, shall be by SFTP or other secure mode.

EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER

Competitive Supplier shall provide power to Participating Customers, including through the purchase of REC's, throughout the term of this ESA and from sources selected in Competitive Supplier's own discretion. However, Program Manager desires to build or contract with a third party to supply renewable sources of energy (a "Renewable Power Source") after the Effective Date of the Program for the benefit of the Participating Customers or a subset of Participating Customers within the Municipality, should the Municipality elect to do so. Upon completion of any such Renewable Power Source or identification of a third-party Renewable Power Source, the Program Manager may offer to procure or sell output from the Renewable Power Source to Competitive Supplier, either directly or through an Associated Entity, under a separate Power Purchase Agreement ("PPA"). Competitive Supplier may also propose alternative PPA opportunities for a Renewable Power Source, or Program Manager and Competitive Supplier may elect to solicit offers from the free market for like quantities of power, RECs, or capacity.

Program Manager understands and acknowledges that (i) Competitive Supplier shall have no obligation to enter into a PPA during the term of this ESA; and (ii) if Competitive Supplier agrees to enter into a PPA, then completion of a PPA is contingent upon (without limitation) Competitive Supplier's confirmation (in its sole determination) that (a) the terms are in compliance with all rules, laws and regulations; (b) it has internal senior management approval after completion of financial, credit, legal and operation due diligence; and (c) the Parties have executed an amended ESA to incorporate terms of the PPA, including any necessary pricing adjustments agreed to by all Parties. In the event that Competitive Supplier elects not to enter into a PPA as described above and Program Manager enters into a third-party agreement, then the terms of this ESA shall remain unmodified and in full force and effect.

In the event Program Manager identifies output from Renewable Power Source(s) that Program Manager desires to assign to or request that the Competitive Supplier use in the Program, Program Manager will describe whether each product is unit-contingent or smoothed, and Program Manager will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

In the event that the Parties elect to enter into a PPA, the Parties agree to negotiate, in a Commercially Reasonable manner, a rate adjustment to Participating Customers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Customers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for. Any such rate adjustment shall only amend or modify the ESA by a written instrument signed by all Parties hereto. For avoidance of doubt, the foregoing does not obligate the Parties to come to an agreement regarding a rate adjustment.

**Amendment to
2024 Electric Service Agreement**
by and between the [Municipality],
[Competitive Supplier],
and Sustainable Westchester (The Parties)

RECITALS

WHEREAS, Sustainable Westchester, Inc. (Program Manager), the [Municipality] (“Municipality”) and [Competitive Supplier] (“Competitive Supplier”) have executed an Electric Service Agreement (“the 2024 ESA”) for a community choice energy aggregation (“Community Choice”) program to provide Firm Full- Requirements Power Supply and Consolidated Billing as an alternative to Default Service for Participating Customers within the Municipality;

WHEREAS, Section 4.10 of Exhibit A of the 2024 ESA provides for the execution of an amendment to Exhibit A of the 2024 ESA in the event that certain criteria are met to change the Default Product (as that term is defined in the 2024 ESA) to a 100% Renewable Clean Power Product that includes the purchase of **XX%** Tier 1 RECs; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this amendment agreement subject to the terms and conditions below.

2024 ESA AMENDMENTS

A. Clauses 1 and 2 of Exhibit A of the 2024 ESA are replaced with the following:

- 1. DEFAULT PRODUCT and PRICE.** Competitive Supplier shall offer to Eligible Consumers and provide to Participating Consumers the following “Default Product” at the prices indicated below.

100% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.XXX*

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

2. **ALTERNATIVE PRODUCT AND PRICES.** In addition to the Default Product described above, Participating Consumers may choose the following product(s) as an alternative to the Default Product at the prices indicated below

50% Renewable Clean Power Product at the following fixed prices:

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.XXX* **

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

B. The definition of the 100% Renewable Clean Power Product in Clause 3 of Exhibit A of the 2024 ESA, FURTHER DEFINITIONS is replaced with the following:

“**100% Renewable Clean Power Product**” means Firm Full-Requirements Power Supply matched with 100% New York Voluntary EDP Renewable RECs. This 100% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Consumers’ electricity usage including any additional RECs required to account for line loss. XX% of these RECs shall be New York State Tier 1 RECs. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

All other terms and conditions of the 2024 ESA shall remain unchanged.

This amendment to the 2024 ESA shall become effective when it has been executed by the Parties.

//Signatures Follow//

Amendment to 2024 ESA

5/20/2024

COMPETITIVE SUPPLIER –

By:

Name:

Title:

Address:

Dated:

MUNICIPALITY –

By:

Name:

Title:

Address:

Dated:

PROGRAM MANAGER – Sustainable Westchester

By:

Name: Noam Bramson

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

Village of Mamaroneck, NY

Item Title: IMA for Camp

Item Summary: Filed for the Record - IMA for Summer Camp

Fiscal Impact:

ATTACHMENTS:

Description

Type

IMA

Cover Memo

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ~~20th~~ day of June, 2024, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601. (hereinafter referred to as the “County”),

and

VILLAGE OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 123 Mamaroneck Avenue, Mamaroneck, New York 10543 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County of Westchester (“County”), acting by and through its Office of Youth Bureau (“Youth Bureau”), desires that the Municipality Youth Development program entitled “SUMMER CAMP” (the “Program”); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed **Nine Thousand Eight Dollars (\$9,008)**, as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Director of the Westchester County Youth Bureau. (the “Director”), and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services (“NYSOCFS”), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

SECOND: The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records

related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

THIRD: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and its elected officials 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 Municipality or third parties under the direction or control of the Municipality; and

(b) 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; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

FOURTH: The term of this Agreement will commence October 1, 2023 and terminate September 30, 2024, unless terminated earlier as provided herein.

FIFTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for

services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

If, for any reason, the full amount of said funds is not paid over or made available to the County by NYSOCFS, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State

Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement, which is attached hereto as Schedule “D” and made a part hereof. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

EIGHTH: Schedule “E” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

NINTH: All notices given pursuant to this agreement shall be in writing and effective upon mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

to the Municipality: Executive Director
 VILLAGE OF MAMARONECK

123 Mamaroneck Avenue
Mamaroneck, New York 10543

or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TWELFTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the

Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

THIRTEENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, 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, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FOURTEENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated ("Laws") applicable to this Agreement, the Municipality or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

FIFTEENTH: Failure of the County 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 County 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 County of any provision hereof shall be implied.

SIXTEENTH: 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. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

SEVENTEENTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/ SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

THE COUNTY OF WESTCHESTER

By: 
Name: Kenneth W. Jenkins
Title: Acting County Executive

VILLAGE OF MAMARONECK

By: 
Name: Charles B. Stronach, Jr.
Title: Interim Village Manager

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-57.

Approved:

 06.28.2024

Sr. Assistant County Attorney

The County of Westchester
2024 OCFS IMA Template emc 03 28 2024

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this 30th day of May, 2024, before me personally came Charles B. Strome, III to me known, and known to me to be the Interim Village Manager of the Village of Mamaroneck the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he she, the said Interim Village Manager resides at 123 Carrollwood Drive, Tarrytown 10591 and that he she is Interim Village Manager of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Idalia Del Valle
Notary Public

IDALIA DELVALLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6405245
Qualified in Westchester County
My Commission Expires 03-02-2028

CERTIFICATE OF AUTHORITY
(Municipality)

I, Sally J. Roberts, certify that I am the
(Officer other than officer signing contract)
Deputy Clerk of the Village of Mamaroneck
(Title) (Name of Municipality)

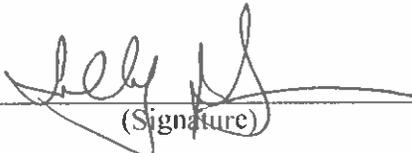
(the "Municipality") a corporation duly organized in good standing under the _____
New York Village Law
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that Charles B. Strome, III
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
Interim Village Manager of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its
Village Board of Trustees thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.


(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss.:

On this 30 day of May, 2024 before me personally came Sally J. Roberts
Deputy Clerk whose signature appears above, to me known, and know to be the
(Title) of Village of Mamaroneck.

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said Deputy Village Clerk
resides at 656 King St, Pt. Chester NY, and that he/she
is the Deputy Clerk of said municipal corporation.
(Title)

Idalia Del Valle Westchester
Notary Public County

IDALIA DELVALLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6403245
Qualified in Westchester County
My Commission Expires 03-02-2028

SCHEDULE "A"
SCOPE OF SERVICES

PROGRAM TITLE: Village of Mamaroneck Summer Youth Employment Program		QYDS ID# (For County Use Only):	PROGRAM YEAR 2024
FUNDING INFORMATION			
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> Youth Team Sports Allocation <input type="checkbox"/> Youth Sports Education and Opportunity Funding <input type="checkbox"/> Youth Sports Education Funding Infrastructure Allocation <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II <input type="checkbox"/> Other _____		COUNTY: Westchester County	
FUND AMOUNTS			
TOTAL PROGRAM AMOUNT: \$368,000.00			
OCFS FUNDS ALLOCATED: \$9,008		OCFS FUNDS REQUESTED: \$9,008	
PERIOD OF ACTUAL PROGRAM OPERATION:			
FROM: 7/1/2024		TO: 8/9/2024	
AGENCY INFORMATION:			
THIS AGENCY IS: <input type="checkbox"/> Private, Not-for-Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		FEDERAL ID #: 13-0007303	CHARITIES REG #: N/A
AGENCY WEBSITE: https://www.village.mamaroneck.ny.us/		IMPLEMENTING AGENCY: Village of Mamaroneck	
MAILING ADDRESS: 123 Mamaroneck Ave			
ADDRESS LINE 2:			
CITY: Mamaroneck		STATE: NY	ZIP CODE: 10543
CONTACT PERSON FOR AGENCY:			
LAST NAME: Pinto		FIRST NAME: Jason	
TITLE: Superintendent of Recreation		PHONE NUMBER: 914-777-7784	EXTENSION: 202
FAX NUMBER: 914-777-7784		EMAIL: jpinto@vomny.org	
EXECUTIVE DIRECTOR FOR AGENCY:			
LAST NAME: Samoff		FIRST NAME: Daniel	
TITLE: Deputy Village Manager		PHONE NUMBER: 914-777-7703	EXTENSION:
FAX NUMBER: 914-777-7760		EMAIL: dsamoff@vomny.org	

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY: Village of Mamaroneck
PROGRAM TITLE: Summer Youth Employment Program

SITE INFORMATION Most Significant (3 Maximum) (using the following types only): Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Type	Address (street, city, state, zip)
Community Youth Center	1 Harbor Island Park, Mamaroneck, NY 10543
Pool	140 Hommocks Rd, Larchmont, NY 10538

Projected total program enrollment: 6	Projected daily attendance: 6
---------------------------------------	-------------------------------

PROGRAM SUMMARY: (maximum of 100 words)
 The Village of Mamaroneck Summer Youth Employment Program will be facilitated through Mamaroneck's Day Camp (VMDC), which will be held from 07/01/2024 to 08/09/2024 with the main program sites being Harbor Island Park and Stephen E. Johnston Beach. As part of the VMDC, each camper is provided an outdoor camp experience full of friendship and fun memories that can last a lifetime. The VMDC program is certified by the Westchester County Department of Health, with many of the supervisory staff consisting of certified teachers and recreational professionals. The six-week summer camp provides daily activities, trips, and special events to ensure an exciting camp atmosphere while incorporating age-appropriate learning experiences. Daily activities include things such as: arts and crafts, fishing, sports and games, kayaking, marine education activities, stand-up paddle boarding, swimming, and more. Special events range from "crazy hat day" and "superhero day" to camp spirit day, color team Olympics, supersoaker day, water balloon madness, and the Westchester Circus Arts. Lastly, and usually the most anticipated, are field trip activities. These include trips to the Norwalk Maritime Aquarium, Playland Park, iFly, and Wilson Woods Wave Pool. Campers range in age from Pre-Kindergarten through Ninth Grade.

As part of the Village's Summer Youth Employment Program, the Village is requesting funding for six youth positions that will support the activities of the above VMDC. This will allow the Village to employ young people from 16-18 and provide valuable and meaningful summer employment that will assist participants in obtaining the skills, knowledge, and abilities necessary to excel in their personal and professional lives.

Please use whole numbers, when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas: not percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX : (Enter number of participants per sex)	<input type="checkbox"/> Male 3	<input type="checkbox"/> Female	<input type="checkbox"/> 3
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: (Enter number of participants per race or ethnic group)	White 2	Black or African American 2	Hispanic or Latino 2
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Spanish 2	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY LANGUAES SPOKEN AT HOME	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> English 4
AGES	15-17 6		
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Enter number of participants per population described)
IF "YES",	Youth aging out of foster care _____	Children of incarcerated parents _____	
	Youth in the juvenile justice system who re-enter the community _____	Runaway and Homeless Youth _____	

Features of positive youth development settings (school, home and community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
<p>Physical and Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>	<p>The Village of Mamaroneck Day Camp (VMDC) and Summer Youth Employment Program adheres to the New York State Department of Health physical safety requirements. Staff members of VMDC (participants of the Summer Youth Employment Program) are trained to provide a physical and psychological safe environment for youth and monitor peer-to-peer and staff-to-youth interaction. Many of the regular VMDC supervisory staff members are certified teachers and recreational professionals. This will encourage mentorship and peer support to participants of the Summer Youth Employment Program and forge connections with professionals within the community that can offer guidance and community connection to Youth Employment participants beyond the VMDC Employment period. As the VMDC is held during the summer months when schools are not in session, the Youth Employment Program will offer participants positive outdoor experiences, companionship, and opportunities to make positive choices in their lives while employed by the Village of Mamaroneck.</p>
<p>Appropriate Structure Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; and age appropriate monitoring.</p>	<p>VMDC staff and supervisors are trained to ensure appropriate boundaries and expectations for youth Summer Employment Program participants and other staff members. Employment opportunities/positions offered are scaled for age and developmental appropriateness. The Village is requesting funding to hire one VMDC Lifeguard, three Early Morning Counselors, and four Extended Day Counselors. These positions will be under the supervisory VMDC staff with oversight by the Village of Mamaroneck's Senior Recreation Leader. Employment Program participants will be provided a general overview of employment expectations, code of conduct, attire, and other relevant rules and expectations specific to their position.</p>
<p>Supportive Relationship Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; and responsiveness.</p>	<p>VMDC staff are trained to ensure a nurturing environment and in their role as staff members, position themselves as responsible adult role models to participants of the Summer Youth Employment Program. All VMDC supervisors, many of whom participate in the program each year, care deeply about their staff members and make themselves available to address any personal or professional concerns, whether regarding school, employment, campers, home life, and beyond. By building these bonds, Summer Youth Employment participants feel more comfortable with supervisory staff members and other participants and often gain a more meaningful experience throughout their six weeks of employment.</p>
<p>Opportunities to Belong Opportunities for meaningful inclusion, regardless of one's sex, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.</p>	<p>The Village of Mamaroneck is diverse, with a population of people from all over the world. One of its greatest attributes is being an area within Westchester County that offers its residents and visitors exposure to a variety of cultures, ethnicities, socioeconomic status, and more. Known as "The Friendly Village", the VMDC and Summer Youth Employment Program embodies the same philosophy by encouraging all staff to engage and support each other.</p> <p>The Summer Youth Employment Program, through the VMDC, provides a safe environment for all staff, regardless of socioeconomic status, demographics, et cetera. All staff and Employment Program participants are treated with respect and equality. Additionally, each year, a number of special needs campers attend VMDC, providing a platform for staff to recognize the importance of kindness, inclusivity, and diversity. VMDC and the Summer Youth Employment Program's philosophy is that no one should</p>

	be turned away, as long as staff members are able to adequately and appropriately attend to campers' needs. The same philosophy is true for interested employment participants.
--	---

IMPLEMENTING AGENCY: Village of Mamaroneck
PROGRAM TITLE: Summer Youth Employment Program

<p>Positive Social Norms Rules of behavior; expectations; injunctions; ways of doing things; values and morals; and obligations for service.</p>	<p>Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.</p>
<p>Support for Efficacy & Matterng Youth-based; empowerment practices that support autonomy; making a real difference in one's community; and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.</p>	<p>Program Supervisors and fellow staff members provide support and encouragement to young people involved in the VMDC through the Village's Summer Youth Employment Program. The VMDC platform provides an abundance of opportunities for the Summer Youth Employment Participants to learn, grow, and educate themselves about various topics taught during VMDC, including the environment and how to affect cleaner and greener habits, as well as traditional employment and community practices. A valuable characteristic of VMDC is its proximity to the Long Island Sound and all that its waterways have to offer. Using the Sound as a learning beacon, both staff program participants and campers learn about the impact their choices have on the environment through visual, real-life examples to evoke ownership in the place they call home. These examples transcend beyond camp and their employment with the Village and into everyday life to inspire and motivate program participants and their families to make meaningful choices.</p>
<p>Opportunities for Skill Building Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences; opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment; and opportunities to develop social and cultural capital.</p>	<p>Supervisory staff members are trained to provide guidance and instruction to young people engaged in various positions while employed by the Village through the Summer Youth Employment Program. Each year, the Village of Mamaroneck staff work diligently to further develop program offerings to increase learning opportunities across all areas and interests. VMDC provides a community for successful, healthy development that overlaps with a fun environment for those seeking meaningful employment. Summer Youth Employment participants and other staff members learn to work together, develop creative skills, and gain confidence which all lead to a healthy, productive life. This is a valuable tool when helping youth participants to mature morally, socially, emotionally, physically, and intellectually. Youth VMDC staff participants are exposed to an environment with new and different people, allowing them to make social adjustments, increase self-esteem, and learn new skills.</p>

IMPLEMENTING AGENCY: Village of Mamaroneck
PROGRAM TITLE: Summer Youth Employment Program

<p>Integration of Family, School & Community Efforts</p> <p>Concordance: coordination and synergy among family, school and community.</p>	<p>YMDC staff interact with other staff, campers, and their families to address any concerns that have been brought to their attention. As requested, staff members also provide feedback to campers' families. This creates an open dialogue between all adult role models in campers' lives to encourage communication and cohesiveness across all avenues. It also provides an opportunity to model this coordination and synergy to staff participants of the Summer Youth Employment Program and provides them the ability to grow their own skills in these areas.</p> <p>Cultivating a sense of community among staff also encourages participants to become contributing and caring citizens in their own right. They are encouraged to exhibit respectful behavior and are taught positive ways to address any conflicts, which can then translate into other areas of their lives, whether school, family, or within the overall community.</p>
<p>Monitoring & Evaluation Methods</p>	<p>(Please describe in 100 words or less)</p>
<p>Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies and/or state and local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application and how it complies with requirements. Describe the process used to monitor your funded programs based on the above definition. Please include the person(s) responsible for monitoring, frequency of monitoring and documentation of monitoring activities.</p>	<p>Camp is permitted through the Department of Health, and therefore must comply with DoH regulations. The Recreation Superintendent is responsible for filing for the YMDC permit and is overseen by the Village of Mamaroneck Manager (Executive Authority) to ensure accountability and responsibility.</p> <p>YMDC staff members track attendance daily and verify camper participation throughout the day. Additionally, the program point of contact, Jason Pinto (Senior Recreation Leader), is responsible for overseeing camp registrations, requests for scholarships, camp staff members, and ensuring the schedule of activities complies with the established program curriculum.</p>
<p>Evaluation Methods is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is actually running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Please include the person(s) who conduct the evaluation, the objectives measured, when the evaluation will be conducted and how the results will be used.</p>	<p>YMDC provides surveys to parents and staff members in order to continue the program's growth, development, and future success. These evaluations are reviewed by Jason Pinto (Senior Recreation Leader) to compile a list of program strengths and weaknesses for future camp sessions, to include strengths and weaknesses of the Summer Youth Employment Program portion of YMDC. Additionally, staff verbal feedback is relayed to Mr. Pinto and adjustments can be made within the camp session as needed and as appropriate.</p> <p>Upon commencement of the 2024 YMDC, Jason Pinto will work with Recreation staff to evaluate all feedback and track met objectives for the Summer Youth Employment Program. This information will be used to develop the upcoming year's Summer Youth Employment curriculum and activities, as well as the retention or employment of staff members to support these goals.</p> <p>Summer Youth Employment participants will be provided a pre-camp survey/evaluation form to identify what they are looking to get out of the program, their intended goals and objectives, existing skills, and desired achievements by the end of the program period. Participants will then be</p>

	provided a post-camp survey to analyze whether these objectives were met, as well as feedback and recommendations as how to improve the program in future years
--	---

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY: Village of Mamaroneck
PROGRAM TITLE: Summer Youth Employment Program

LIFE AREA: (Enter Code)	1ES			GOAL: (Enter Code)	11	
OBJECTIVE: (Enter Code)	111	SOS: (Enter Code)	0119	Performance Measures: (Enter Code)	How much:	0119A.1
					How well:	0119B.3
					Better off:	0119C.3

Use whole numbers when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas; NOT percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX : (Enter number of participants per sex)	<input type="checkbox"/> Male: <u>3</u>					
	<input type="checkbox"/> Female:					
	<input type="checkbox"/> <u>3</u>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: (Enter number of participants per race or ethnic group)	<input type="checkbox"/> Asian/Bangladeshi	<input type="checkbox"/> Asian/Burmese	<input type="checkbox"/> Asian/Chinese	<input type="checkbox"/> Asian/Filipino	<input type="checkbox"/> Asian/Indian	
	<input type="checkbox"/> Asian/Korean	<input type="checkbox"/> Asian/Japanese	<input type="checkbox"/> Asian/Nepalese	<input type="checkbox"/> Asian/Pakistani	<input type="checkbox"/> Asian/Vietnamese	
	<input type="checkbox"/> Asian/Other	<input type="checkbox"/> Pacific Islander/Cuamanian and Chamorro	<input type="checkbox"/> Pacific Islander/Native Hawaiian	<input type="checkbox"/> Pacific Islander/Samoan	<input type="checkbox"/> Pacific Islander/Other	
	<input type="checkbox"/> White: <u>2</u>	<input type="checkbox"/> Black or African American: <u>2</u>	<input type="checkbox"/> Hispanic or Latino: <u>2</u>	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Two or more Races	
	Other (specify):					
PRIMARY LANGUAES SPOKEN AT HOME	<input type="checkbox"/> Arabic	<input type="checkbox"/> Bengali	<input type="checkbox"/> Chinese	<input type="checkbox"/> English: <u>4</u>	<input type="checkbox"/> French	
	<input type="checkbox"/> Haitian Creole	<input type="checkbox"/> Italian	<input type="checkbox"/> Korean	<input type="checkbox"/> Polish	<input type="checkbox"/> Russian	
	<input type="checkbox"/> Spanish: <u>2</u>	<input type="checkbox"/> Urdu	<input type="checkbox"/> Yiddish	<input type="checkbox"/> Other		
AGES	0	5-9	10-14	15-17: <u>6</u>	18-20	21+
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(Enter number of participants per population described)			

SCHEDULE "B"
BUDGET

For the Period of Operation: 7-1-24 to 8-31-24	Contract = "To Be Assigned"
Agency/Municipality Name: Village of Mamaroneck	Program Title: Village of Mamaroneck Day Camp Youth Employment Program

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, St,1)	Total Program Amount	Total Funds Requested for this Program
VMDC Lifeguard (1)	19.00	H (220 hrs)	4,180	
Camp Counselor (5)	15.00	H (64.37 hrs)	4,828	
TOTAL SALARIES AND WAGES			9,008	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 9,008	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT \$ 9,008

TOTAL WCYB FUNDS REQUESTED \$ 9,008

List Other Funding Sources	\$ 9,008	Reimbursable Total
		Municipal Funding
	\$ -	Other Sources

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:
 Westchester County Youth Bureau
 112 East Post Road, 3rd Floor
 White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Municipality shall be endorsed to contain the following clauses:

a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"

VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER

The Licensee shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Licensee will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Licensee shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Licensee did not receive the money in its designated bank account on the date indicated in the e-mail, the Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Licensee shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Licensee shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

[NO FURTHER TEXT ON THIS PAGE]

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "E"

WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

1st Notice

2nd Notice

Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

Program Monitor Notes:

Village of Mamaroneck, NY

Item Title: IAB I

Item Summary: Invitation to Address the Board I

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: PLL M-2024

Item Summary: Continuation of Public Hearing on PLL M-2024 - To Amend Chapter 342 Regarding Special Permit Requirements for Pet Care Facilities (Referred to County Planning, VOM Planning, Zoning and HCZMC)

Fiscal Impact:

ATTACHMENTS:

Description

PLL M-2024

Negative Declaration

EAF

County Correspondence

Land Use Comments

Item 2A

Type

Cover Memo

Cover Memo

Cover Memo

Cover Memo

Cover Memo

Cover Memo

PROPOSED LOCAL LAW M of 2024

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck regarding special permit requirements for pet care facilities

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK AS FOLLOWS:

*(Language in strike-through ~~abcdefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

Section 342-32(C) of the Code of the Village of Mamaroneck is amended as follows

C. Special permit uses. The following uses are permitted by special permit of the Planning Board in accordance with the standards and procedures of Article X:

- (7) Pet care facilities. **(This use is subject to the requirements set forth in § 342-52.3)**

Section 2.

Article VII of Chapter 342 of the Code of the Village of Mamaroneck is amended by adding § 342-52.3, as follows:

§ 342-52.3 Pet care facilities.

Within the C-1 **and M-1** districts, the Planning Board may grant a special permit for construction and operation of a pet care facility subject to the following standards and the requirements set forth in Article X of this chapter.

- A. Indoor space. Adequate indoor space must be provided for all animals under the care of the pet care facility.
- B. Outdoor spaces. Outdoor spaces are permitted subject to the following requirements:
 - (1) Animals must be indoors between the hours of 5:00 p.m. and 7:00 a.m.
 - (2) While outdoors, all animals must be under the direct control of the pet care facility operator or the facility staff at all times.
 - (3) A wall or fence enclosing the outdoor area must be provided and be of sufficient construction to protect animals from injury, prohibit animals from escaping, and separate animals from other domestic animals and unauthorized individuals.
 - (4) The outdoor surface, other than grass runs and exercise areas, must be concrete, gravel, or other materials that can be regularly cleaned and kept free of waste accumulation.
 - (5) Grass runs and exercise areas must maintain adequate ground cover, holes must be promptly filled, ~~solid~~ **animal** waste must be removed **and disposed of**

promptly and hygienically, solid waste must be removed prior to watering, the ground cover must be watered sufficiently to dilute and clean the ground cover to avoid disease, and the ground cover must not be overgrown.

- (6) Outdoor areas must be designed so that the water used to clean outdoor areas does not overflow onto a public right-of-way, an adjacent property, body of water, or public stormwater drain.

C. Sanitation.

- (1) Facilities must be kept clean and sanitary at all times in order to maintain a healthy environment for the animals and staff.
- (2) All indoor and outdoor spaces must be cleaned at least once each day.
- (3) Trash and animal waste generated at the facility must be disposed of promptly and hygienically, and in accordance with all applicable federal, state and local laws and regulations so as to minimize the risk of disease, contamination, and vermin.
- (4) Fecal wastes must be disposed of through either solid waste pick-up service or the sanitary sewer system. Disposal of cat litter must be through solid waste pick-up and not through the sanitary sewer system. Fecal wastes may not be used for on-site or off-site composting operation.

D. Noise. **In addition to the noise level standards set forth in § 254-5 of this Code, all Pet Care Facilities in the C-1 District and Pet Care Facilities in the M-1 District that are located adjacent to a residential building are subject to the following requirements:**

- (1) Noise control during operating hours. Between the hours of 7:00 a.m. and 5:00 p.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located consisting of an average of 10 animal noises per minute either over a six-minute period of time or over a 15-minute period of time with one minute or less between each animal noise.
- (2) Noise control during evening and early morning hours. Between the hours of 5:00 p.m. and 7:00 a.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located.

E. Pet Care Facilities must obtain a Permit to Operate an Animal Facility from the Westchester County Department of Health prior to obtaining a special permit, and must comply with the requirements of that permit and all state, federal and local laws and regulations.

F. Notwithstanding the requirements of subsection (B)(1), a Pet Care Facility employee may walk up to two pets outside the facility at any time.

Section 3.

If any section, subsection, clause, phrase or other portion of this local law is, for any

reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 4.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 7.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

State Environmental Quality Review
Determination of Significance**NEGATIVE DECLARATION**

Date: _____, 2024

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Mamaroneck Board of Trustees as Lead Agency has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action: A Local Law to Amend Chapter 342 the Code of the Village of Mamaroneck regarding Special Permit Requirements for Pet Care Facilities

SEQR Status: Type 1
Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The Village of Mamaroneck Board of Trustees ("Village Board") is considering the adoption of a Local Law to amend Chapter 342 of the Village Code, 'Zoning', regarding special permit requirements for pet care facilities (the "Proposed Action"). The purpose of the Proposed Action is to clarify the special permit provisions to be consistent with the intent of the recently adopted zoning amendment to allow and regulate pet care facilities as a special permit use in the C-1 General Commercial and M-1 Manufacturing Districts. The Village recognizes that certain of the new special permit regulations refer only to the C-1 District and not to the M-1 District, which may cause confusion about the facilities' permitted locations. In addition, the Village recognizes that certain of the special permit standards are unclear or overly broad. The Proposed Action would amend the pet care facility special permit provisions, consistent with the intent of the recent amendment, to include reference to the M-1 District where applicable, and to clarify the special permit requirements to apply noise control measures to pet care facilities adjacent to residential buildings, clarify maintenance for grass runs and exercise areas, and allow an employee to walk up to two pets outside the facility.

Location: Village of Mamaroneck, Westchester County, NY

Reasons Supporting This Determination:

The Village Board finds that the proposed amendment would provide clarification and appropriate standards for the regulation of pet care facilities, consistent with the intent of the recently adopted zoning amendment to allow and regulate pet care facilities as a special permit use in the C-1 General Commercial and M-1 Manufacturing Districts.

In addition to the factors considered above, the Village Board considered the following guidance from the State Environmental Quality Review Act and its implementing regulations and determined that the Proposed Action would:

- (i) Not result in "a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production;

- a substantial increase in potential for erosion, flooding, leaching or drainage problems;” (§617.7(c)(1)(i))
- (ii) Not result in “the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;” (§617.7(c)(1)(iii))
 - (iii) Not result in “the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;” (§617.7(c)(1)(iii))
 - (iv) Not result in “the creation of a material conflict with a community’s current plans or goals as officially approved or adopted;” (§617.7(c)(1)(iv))
 - (v) Not result in “the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;” (§617.7(c)(1)(v))
 - (vi) Not result in “a major change in the use of either the quantity or type of energy;” (§617.7(c)(1)(vi))
 - (vii) Not result in “the creation of a hazard to human health;” (§617.7(c)(1)(vii))
 - (viii) Not result in “a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;” (§617.7(c)(1)(viii))
 - (ix) Not result in “the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;” (§617.7(c)(1)(ix))
 - (x) Not result in “the creation of a material demand for other actions that would result in one of the above consequences;” (§617.7(c)(1)(x))
 - (xi) Not result in “changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or (§617.7(c)(1)(xi))

Therefore, the Village of Mamaroneck Board of Trustees, acting as Lead Agency, has determined that the Proposed Action will not have a significant effect on the environment and a Draft Environmental Impact Statement will not need to be prepared.

For Further Information:

Contact Person: Sharon Torres, Mayor
Address: Village of Mamaroneck
123 Mamaroneck Ave
Mamaroneck, NY 10543
Telephone Number: 914-777-7722

A Copy of this Notice has been filed with:

- Hon. Charles Strome, Interim Village Manager
- Village of Mamaroneck Village Clerk

- Westchester County Department of Planning
- Village of Mamaroneck Planning Board
- Village of Mamaroneck Harbor & Coastal Zone Management Commission
- Village of Mamaroneck Zoning Board of Appeals

Short Environmental Assessment Form

Part 1 - Project Information

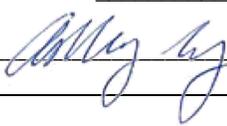
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban)			
<input type="checkbox"/> Forest Agriculture Aquatic Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature:  _____ Title: _____		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:East Creek, Name:Hommock's Conservation Area, Name:The Hammocks Salt Marsh Complex, Name:The Hommocks Salt Marsh Complex, Name:Larchmont Reservoir Sheldrake Leatherstocking, Name:Hampshire Country Club, Name:Long Island Sound, Name:Otter Creek, Name:Guion Creek, Name:Van Amringe Mill Pond, Name:Magid Pond, Name:Mamaroneck Reservoir, Name:County & State Park Lands, Reason:Important coastal fish & wildlife, Reason:Exceptional or unique character as an aesthetically important area, Reason:Protect water & natural area, Reason:Important coastal fish & wildlife habitat, Reason:Protect river bed, fish and wildlife habitat, and aesthetic beauty, Agency:Mamaroneck, Town of, Agency:Larchmont, Village of, Agency:Westchester County, Date:9-16-89, Date:2-22-89, Date:2-2-85, Date:8-31-89, Date:9-30-89, Date:1-31-90, Date:12-25-80
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project Description

The Proposed Local Law would amend the Code of the Village of Mamaroneck to clarify certain special permit provisions to be consistent with the intent of the recent zoning amendment to allow care facilities as a special permit use in the C-1 General Commercial and M-1 Manufacturing Districts. The Village recognizes that certain of the new special permit regulations refer only to the C-1 District and not to the M-1 District, which may cause confusion about the facilities' permitted locations. In addition, the Village recognizes that certain of the special permit standards are unclear or overly broad. The proposed law would amend the pet care facility special permit provisions, consistent with the intent of the recent amendment, to refer to the M-1 District where applicable, and to clarify the special permit requirements to apply noise control measures to pet care facilities adjacent to residential buildings, clarify maintenance for grass runs and exercise areas, and allow an employee to walk up to two pets outside the facility.

The Proposed Local Law, which would update the Code to clarify special permit provisions for pet care facilities, and which would align the Code provisions with the recent zoning amendment, is not expected to result in any significant adverse environmental impacts.

George Latimer
County Executive

August 5, 2024

Agostino Fusco, Clerk-Treasurer
Village Hall at the Regatta
123 Mamaroneck Avenue
Mamaroneck, NY 10543

**County Planning Board Referral File MMV 24-003 – Pet Care Facilities
Zoning Text Amendment**

Dear Mr. Fusco:

The Westchester County Planning Board has received a proposed local law to amend the Village of Mamaroneck Zoning Ordinance to specify Pet Care Facility uses within the M-1 – Manufacturing district as a special permit use. Additional clarifications regarding animal waste removal, noise level restrictions, and outside pet walking are also included.

We have no objection to the Mamaroneck Village Board assuming Lead Agency status for this review.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code and find it to be a matter for local determination in accordance with the Village's planning and zoning policies.

Please inform us of the Village's decision so that we can make it a part of the record.

Thank you for calling this matter to our attention.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD



Richard Hyman
Chair, Westchester County Planning Board

RH/mv

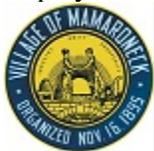
cc: Blanca Lopez, Commissioner, Westchester County Department of Planning

Sally Roberts

From: Sally Roberts
Sent: Tuesday, July 30, 2024 2:05 PM
To: Nery Rabanales
Subject: FW: Local Law Referrals

For the files, please. Thanks.

Sally J. Roberts
Deputy Clerk, Village of Mamaroneck



123 Mamaroneck Avenue
Mamaroneck, NY 10543
Phone: 914/825-8124 – Fax: 914/777-7787 – sroberts@vomny.org

<http://www.village.mamaroneck.ny.us>

From: Brittanie O'Neill <boneill@vomny.org>
Sent: Tuesday, July 30, 2024 1:55 PM
To: Sally Roberts <sroberts@vomny.org>
Cc: Mary E. Desmond <MDesmond@Abramslaw.com>; Daniel Segal <dsegal@vomny.org>
Subject: Local Law Referrals

Hi Sally,

I wanted to follow up on the proposed local laws referred to the Land Use Boards.

Local Law M-2024:

HCZMC - no further comments
Planning Board – no further comments
Zoning Board – will draft comments to BOT

Local Law L-2024: *(only referred to ZBA)*

Zoning Board will add to September agenda as 2 Board members were absent at 7/25 meeting. Once all Board members have reviewed, they will draft comments to BOT.

I think that covers it!

Thank you!

Brittanie O'Neill
Land Use Coordinator



Village of Mamaroneck
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

Main Line: 914-825-8758

Direct Line: 914-825-8759

E-mail: boneill@vomny.org

Website: <https://www.village.mamaroneck.ny.us/>

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

JULY 8, 2024

ITEM 2A – AGENDA REGULAR MEETING

RESOLUTION RE: SEQRA DECLARATION AND
INTENT TO ACT AS LEAD AGENCY FOR PLL M of 2024

WHEREAS, the Village of Mamaroneck Board of Trustees is considering PLL M of 2024 to amend Chapter 342 Regarding Special Permit Requirements for Pet Care Facilities; and

WHEREAS, the Board of Trustees has determined that PLL M of 2024 is not listed on the State Environmental Quality Review Act (“SEQRA”) type II action list, nor does it meet the thresholds for a SEQRA type I action,

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees classifies PLL M of 2024 an unlisted action pursuant to SEQRA; and be it further

RESOLVED, that the Board of Trustees hereby indicates its intent to be SEQRA lead agency; and be it further

RESOLVED, that the Board of Trustees authorizes the Village Clerk to circulate the notice of intent to be SEQRA lead agency to interested and involved agencies; and be it further

RESOLVED, that the Board of Trustees authorizes the Village Clerk to refer PLL M of 2024 to the Westchester County Planning Board, the Village of Mamaroneck Planning Board, and the Village of Mamaroneck Zoning Board of Appeals for comment; and be it further

RESOLVED, that the Board of Trustees authorizes the Village Clerk to request an advisory opinion on PLL M of 2024’s consistency with the Village of Mamaroneck Local Waterfront Revitalization Program from the Village of Mamaroneck Harbor & Coastal Zone Management Commission.

Village of Mamaroneck, NY

Item Title: PLL P-2024

Item Summary: Open Public Hearing on PLL P-2024 Amending Chapter 186 to Establish Special Flood Hazard Areas

Fiscal Impact:

ATTACHMENTS:

Description

Adoption Resolution
PLL P-2024

Type

Cover Memo
Cover Memo

Village of Mamaroneck



Village Hall at the Regatta

P.O Box 369

123 Mamaroneck Avenue

Mamaroneck, NY 10543

<http://www.villageofmamaroneck.org>

OFFICE OF THE
VILLAGE ATTORNEY

Tel (914) 777-7737

Fax (914)777-7769

AUGUST 12, 2024

ITEM 2B – AGENDA REGULAR MEETING

RESOLUTION RE:

ADOPTION OF PROPOSED LOCAL LAW P OF 2024

AMENDING CHAPTER 186 OF THE CODE OF THE VILLAGE OF MAMARONECK, FLOOD DAMAGE PREVENTION, AS IT RELATES TO ESTABLISHING SPECIAL FLOOD HAZARD AREAS

WHEREAS, Proposed Local Law P of 2024, amending Chapter 186 of the Code of the Village of Mamaroneck, Flood Damage Prevention, as it relates to establishing special flood hazard areas, having been presented to the Board of Trustees for its consideration; and

WHEREAS, the Board of Trustees having considered Proposed Local Law P during meetings on June 24, 2024, and July 8, 2024, scheduled a public hearing on the proposed local law for August 12, 2024; and

WHEREAS, notice of the public hearing for Proposed Local Law P was published in accordance with the law; and

WHEREAS, on August 12, 2024, the Board of Trustees held a public hearing with respect to the proposed local law; and

WHEREAS, the Board of Trustees determined that the proposed action is a Type II action under SEQRA and therefore, by regulation, does not require additional review under SEQRA,

NOW, THEREFORE, BE IT RESOLVED that Proposed Local Law P of 2024 is adopted.

PROPOSED LOCAL LAW P of 2024

A Proposed Local Law to amend Chapter 186 of the Code of the Village of Mamaroneck, Flood Damage Prevention, as it relates to establishing special flood hazard areas

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

(Language in strike-through ~~abedefhijk~~ to be deleted; language in **bold** is to be added)

Section 1.

Section 186-3(B) of the Code of the Village of Mamaroneck is amended as follows:

B. Basis for establishing the areas of special flood hazard.

- (1) The areas of special flood hazard for the Village of Mamaroneck, Community No. 360916, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:
 - (a) Flood Insurance Rate Map Panel Nos. ~~36119C0351F~~, 36119C0353F, 36119C0354F, ~~and~~ 36119C0361F, **and 36119C0362F**, the effective date of which is September 28, 2007, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.
 - (b) A scientific and engineering report entitled "Flood Insurance Study, Westchester County, New York, All Jurisdictions," dated September 28, 2007, ~~as amended by Letter of Map Revision, Case No. 10-02-0681P.~~
 - (c) Letter of Map Revision, Case Number 10-02-0681P, ~~dated~~ **effective** April 6, 2010, amending Table 7 of the "Flood Insurance Study, ~~Westchester County, All Jurisdictions,~~" and Panel 36119C0353F of the Flood Insurance Rate Map.
 - (d) Letter of Map Revision, Case No. 10-02-0098P, ~~dated~~ **effective** October 19, 2010, amending Panel 36119C0361F of the Flood Insurance Rate Map.
 - (e) Letter of Map Revision, Case No. 10-02-1072P, ~~dated~~ **effective** December 19, 2012, amending Panel 36119C0353F of the Flood Insurance Rate Map.
 - (f) Letter of Map Revision, Case No. 12-02-1302P, ~~dated~~ **effective** February 20, 2013, amending Panel 36119C0353F of the Flood Insurance Rate Map.
 - (g) Letter of Map Revision, Case No. 14-02-0594P, ~~dated~~ **effective** September 26, 2014, amending Table 7 of the "Flood Insurance Study, Westchester County, All Jurisdictions," and Panel 36119C0353F of the Flood Insurance Rate Map.

- (h) Letter of Map Revision, Case No. 19-02-0392P, dated **effective** October 18, 2019, amending Panel 36119C0354F of the Flood Insurance Rate Map.
- (i) Letter of Map Revision, Case No. 20-02-0294P, dated **effective** December 3, 2020, amending Panel 36119C0354F of the Flood Insurance Rate Map.
- (j) Letter of Map Revision, Case No. 20-02-1481P, dated **effective** August 24, 2021, amending Panel 36119C0354F of the Flood Insurance Rate Map.
- (k) Letter of Map Revision, Case No. 21-02-0550P, dated **effective** April 20, 2022, amending Panel 36119C0354F of the Flood Insurance Rate Map.
- (l) Letter of Map Revision, Case No. 23-02-0122A, dated **effective** January 3, 2023, amending Panel 36119C0361F of the Flood Insurance Rate Map.
- (m) Letter of Map Revision, Case No. 24-02-0092A, dated **effective** December 21, 2023, amending Panel 36119C0353F of the Flood Insurance Rate Map.
- (n) Letter of Map Revision, Case No. 22-02-0906P, ~~dated March 12, 2024~~ **effective September 12, 2024**, amending Panel 36119C0353F of the Flood Insurance Rate Map **and profile 157P of the Flood Insurance Study.**

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law §10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: Abstract FYE 25

Item Summary: Abstract of Audited Vouchers

Fiscal Impact:

ATTACHMENTS:

Description

Abstract

Expense Control Report

Revenue Control Report

Type

Cover Memo

Cover Memo

Cover Memo

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
Page 57 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
			9075		OPTICAL INSURANCE			0.00		2,482.68	
			9080		OTHER BENEFITS			0.00		8,231.25	
Grand Total:								0.00		1,552,308.86	

**VILLAGE OF MAMARONECK
ABSTRACT OF AUDITED VOUCHERS**

DATE: 08/12/24 AMOUNT \$1,552,308.⁸⁶

TO CLERK TREASURER: I HEREBY CERTIFY THAT THE VOUCHERS LISTED WERE AUDITED BY THE VILLAGE MANAGER AND APPROVED IN THE AMOUNTS SHOWN BELOW BY THE BOARD OF TRUSTEES. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY EACH OF THE CLAIMANTS THE AMOUNTS AS APPROVED.

SHARON TORRES, MAYOR _____

AP GL Distribution Report Parameters

Report ID: ABSTRACT Year: 2025
 Period: 1 To: 12
 Date Range: Pay Due Date Range: 08/12/2024 To: 08/12/2024
 Check ID: 02091 To: 02091 Print Certification: Yes Certification Option: Voucher B
 Voucher No: To: Include Description: Yes
 Batch No: To: Print Parent Account: Yes
 Minimum Amt: 0.00 Expenses Only: No
 Include: All Print Over Budget Message: No
 Dept Totals: Yes, no Page Break Use All Fund: No
 Sort By: Pay/Due Date Include Prior Years Outstanding Vouchers: No
 Summary Only: No Include Vouchers Paid/Deleted After Specified Period/Year: No

Account Table:

Alt. Sort Table:

Sort:	Sort	Subtotal	Page Break	Subheading
1	Fund	Yes	Yes	Yes
2	Dept	Yes	No	No

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 1 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
*ESCROW - PARENT ACCT											
**A.0000.3103.0569.0000											
55619800		02091		ONETIME	715 MAMARONECK AVE-ZBA-GABRIEL DORF & NELSON LLP PAYMENT FOR REFUND OF ESCROW FOR 715 MAMARONECK AVENUE	08124	08/12/2024	08/12/2024	3	0.00	375.00
Total	**A.0000.3103.0569.0000				715 MAMARONECK AVE-ZBA-GABRIEL					0.00	375.00
**A.0000.3103.0620.0000											
55619801		02091		ONETIME	501 HALSTEAD AVE ZBA 3SP-2020 PADRE PIO OSTERIA ANDREA INGENITO PAYMENT FOR REFUND OF ESCROW FOR 501 HALSTEAD AVENUE	80124	08/12/2024	08/12/2024	3	0.00	750.00
Total	**A.0000.3103.0620.0000				501 HALSTEAD AVE ZBA 3SP-2020 PADRE PIO OSTERIA					0.00	750.00
**A.0000.3103.0691.0000											
55619799		02091		ONETIME	715 MAMARONECK AVE G2D DEVELOPMENT CORP PAYMENT FOR REFUND FOR ESCROW FOR 715 MAMARONECK AVENUE	08012024	08/12/2024	08/12/2024	3	0.00	3,015.96
Total	**A.0000.3103.0691.0000				715 MAMARONECK AVE					0.00	3,015.96
Total	* ESCROW - PARENT ACCT									0.00	4,140.96
*CASH IN TIME DEPOSITS											
**A.0000.3104.0758.0000											
55619795		02091		ONETIME	272 MAMK AVE SIGN BOND M A PALMER HOUSE 3104.758 SIGN DESIGN & JC AWNING PAYMENT FOR SIGN DEPOSIT REFUND FOR #24-0040	24-0040	08/12/2024	08/12/2024	3	0.00	250.00
Total	**A.0000.3104.0758.0000				272 MAMK AVE SIGN BOND M A PALMER HOUSE 3104.758					0.00	250.00
Total	* CASH IN TIME DEPOSITS									0.00	250.00
*CREDIT CARD CLEARING											
**A.0000.3827.0001.0000											
55619918	20223722	02091		0000009754	PD CC CLEARING CHASE CARD SERVICES MOS CREDIT CARD CHGS BY DEPT 07/04/24 - 08/03/24	081224	08/12/2024	08/12/2024	3	0.00	324.00
Total	**A.0000.3827.0001.0000				PD CC CLEARING					0.00	324.00
**A.0000.3827.0004.0000											
55619918	20223722	02091		0000009754	CT CC CLEARING CHASE CARD SERVICES MOS CREDIT CARD CHGS BY DEPT 07/04/24 - 08/03/24	081224	08/12/2024	08/12/2024	3	0.00	1,477.79
Total	**A.0000.3827.0004.0000				CT CC CLEARING					0.00	1,477.79

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 2 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**A.0000.3827.0004.0000											
CT CC CLEARING											
**A.0000.3827.0005.0000											
REC CC CLEARING											
55619918	20223722	02091		0000009754	CHASE CARD SERVICES MOS CREDIT CARD CHGS BY DEPT 07/04/24 - 08/03/24	081224	08/12/2024	08/12/2024	3	0.00	1,069.14
Total **A.0000.3827.0005.0000										0.00	1,069.14
Total * CREDIT CARD CLEARING										0.00	2,870.93
*A.0000.4401.0000.0000											
DUE FROM AMBULANCE DIST.											
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WORKS WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24		08/12/2024		3	0.00	571.49
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	27.95
Total *A.0000.4401.0000.0000										0.00	599.44
*A.0000.6320.0000.0000											
DUE TO LIBRARY DISTRICT											
55619917		02091		0000010142	GRIFFIN, COOGAN, SULZER & HORG, TAX CERT REFUND 08/12/2024 TAX CERT REFUND 427 E BOSTON POST RD S/B/L: 154.50-1-68 TAX YR: TOWN 2022-2023, VILLAGE 2023-2024		08/12/2024		3	0.00	270.74
Total *A.0000.6320.0000.0000										0.00	270.74
Total Dept 0000										0.00	8,132.07
**PARK & RECREATION FEES											
***A.0200.2001.0260.0000											
KAYAK TOURS											
55619856		02091		ONETIME	DEIRDRE MADDEN PAYMENT FOR REFUND OF KAYAK PROGRAM REGISTRATION FEES	0862024	08/12/2024	08/12/2024	3	0.00	85.00
Total ***A.0200.2001.0260.0000										0.00	85.00
Total ** PARK & RECREATION FEES										0.00	85.00
*A.0200.2003.0000.0000											
DAY CAMP FEES											
55619854		02091		ONETIME	KAREM ISAAC PAYMENT FOR REFUND OF CAMP REGISTRATION FEES	080624	08/12/2024	08/12/2024	3	0.00	920.00
55619855		02091		ONETIME	JENNY COOK PAYMENT FOR REFUND OF CAMP REGISTRATION FEES	08062024	08/12/2024	08/12/2024	3	0.00	966.00
Total *A.0200.2003.0000.0000										0.00	1,886.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 3 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**BEACH FEES											
***A.0200.2025.0014.0000											
55619611		02091		ONETIME	ALINA TUGEND PAYMENT FOR REFUND FOR RESIDENT INDIVIDUAL BEACH PASS PURCHASE	072424	08/12/2024	08/12/2024	3	0.00	35.00
Total ***A.0200.2025.0014.0000										0.00	35.00
Total ** BEACH FEES										0.00	35.00
Total Dept 0200										0.00	2,006.00
CULTURE & RECREATION											
**CONTRACTUAL EXPENSES											
***A.1010.0406.0000.0000											
55619666		02091		0000011706	NORA A. LUCAS LUNCH MEETING - PELHAM, NY FOR PRESENTATION AND TOUR OF PRIVATE/PUBLIC PARTNERSHIP PROJECT FOR NEW MUNICIPAL COMPLEX	081224	08/12/2024	08/12/2024	3	0.00	65.00
Total ***A.1010.0406.0000.0000										0.00	65.00
TRAINING&CONFERENCE											
***A.1010.0421.0000.0000											
55619672		02091		0000001631	FEDEX MAILING COST FROM VOM BOARD OF TRUSTEES 123 MAMARONECK AVE	8-565-95160	08/12/2024	08/12/2024	3	0.00	73.76
55619781		02091		0000005962	AKRF, INC. VILLAGE BOARD GENERAL CONSULTING	0000053275	08/12/2024	08/12/2024	3	0.00	1,220.00
55619814	20223664	02091		0000005951	EMELIN THEATRE RENTAL/USE OF SPACE - VILLAGE OF MAMARONECK EVENT MAY 22 AND 23	2024-02	08/12/2024	08/12/2024	3	0.00	2,248.00
Total ***A.1010.0421.0000.0000										0.00	3,541.76
CONTRACT SERVICES											
***A.1010.0423.0000.0000											
55619787		02091		0000011774	GANNETT MEDIA CORP, GANNETT N 1184864 WJN WESTCHESTER JOURNAL NEWS - LEGAL NOTICE	0006560913	08/12/2024	08/12/2024	3	0.00	1,228.00
Total ***A.1010.0423.0000.0000										0.00	1,228.00
PUBLIC & LEGAL NOTICE											
Total ** CONTRACTUAL EXPENSES										0.00	4,834.76
Total Dept 1010										0.00	4,834.76
BOARD OF TRUSTEES											
**VILLAGE JUSTICE.CONTRACTUAL EXPENSES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 4 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**VILLAGE JUSTICE.CONTRACTUAL EXPENSES											
***A.1110.0410.0000.0000											
SUPPLIES											
55619862		02091		0000000083	PRINTCRAFT 2,500 VILLAGE JUSTICE COURT #10 WINDOW ENVELOPES FOR THE COURT (40950)	12309	08/12/2024	08/12/2024	3	0.00	297.83
55619863		02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** VARIOUS SUPPLIES FOR VILLAGE JUSTICE COURT OFFICE			08/12/2024	3	0.00	177.31
Total ***A.1110.0410.0000.0000										0.00	475.14
***A.1110.0421.0000.0000											
CONTRACT SERVICES											
55619881	20223712	02091		0000006354	PRECISE TRANSLATIONS, LLC INTERPRETERS FOR COURT JUNE 2024	2999	08/12/2024	08/12/2024	3	0.00	1,610.00
Total ***A.1110.0421.0000.0000										0.00	1,610.00
Total ** VILLAGE JUSTICE.CONTRACTUAL EXPENSES										0.00	2,085.14
Total Dept 1110										0.00	2,085.14
VILLAGE JUSTICE											
**CONTRACTUAL EXPENSES											
***A.1210.0403.0000.0000											
PRINTING & STATIONERY											
55619673		02091		0000000083	PRINTCRAFT 500 BUSINESS CARDS FOR MAYOR TORRES (JOB 40984)	12336	08/12/2024	08/12/2024	3	0.00	130.39
Total ***A.1210.0403.0000.0000										0.00	130.39
Total ** CONTRACTUAL EXPENSES										0.00	130.39
Total Dept 1210										0.00	130.39
MAYOR											
**CONTRACTUAL EXPENSES											
***A.1230.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	152.64
Total ***A.1230.0408.0000.0000										0.00	152.64
***A.1230.0410.0000.0000											
SUPPLIES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 5 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
***A.1230.0410.0000.0000 SUPPLIES											
55619877		02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** SUPPLIES- MANAGERS OFFICE (NERY)			08/12/2024	3	0.00	203.97
Total ***A.1230.0410.0000.0000 SUPPLIES										0.00	203.97
***A.1230.0421.0000.0000 CONTRACT SERVICES											
55619616		02091		0000008774	ALL ASPECTS WILDLIFE, LLC 1367 REMOVAL OF ANIMALS FROM VILLAGE PROPERTY FOR MONTH OF AUGUST		08/12/2024	08/12/2024	3	0.00	750.00
55619779	20223582	02091		0000003562	DANA PEST CONTROL 281377 TREATMENT OF RATS - MAMARONECK AVENUE		08/12/2024	08/12/2024	3	0.00	31,500.00
55619821	20223689	02091		0000011582	T&T LANGUAGE SOLUTIONS INC. 240065 ENGLISH-SPANISH-ENGLISH INTERPRETING (DAILY): VILLAGE TOWN HALL, JUNE 22-23, 2024, 7:00-9:00PM		08/12/2024	08/12/2024	3	0.00	2,800.00
Total ***A.1230.0421.0000.0000 CONTRACT SERVICES										0.00	35,050.00
***A.1230.0423.0000.0000 PUBLIC & LEGAL NOTICE											
55619867		02091		0000011774	GANNETT MEDIA CORP. GANNETT N\0006555997 1185177 WJN WESTCHESTER JOURNAL NEWS - PUBLIC HEARING CDBG APPLICATION		08/12/2024	08/12/2024	3	0.00	150.25
Total ***A.1230.0423.0000.0000 PUBLIC & LEGAL NOTICE										0.00	150.25
Total ** CONTRACTUAL EXPENSES										0.00	35,556.86
Total Dept 1230 VILLAGE MANAGER										0.00	35,556.86
**CONTRACTUAL EXPENSES											
***A.1325.0403.0000.0000 PRINTING & STATIONERY											
55619869	20223667	02091		0000005161	GRAPHIC SERVICE BUREAU 457330 PRINTING & MAILING OF 2024 TAX BILLS		08/12/2024	08/12/2024	3	0.00	1,266.90
Total ***A.1325.0403.0000.0000 PRINTING & STATIONERY										0.00	1,266.90
***A.1325.0410.0000.0000 SUPPLIES											
55619637		02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** VARIOUS SUPPLIES FOR CLERK TREASURER'S OFFICE			08/12/2024	3	0.00	198.70
Total ***A.1325.0410.0000.0000 SUPPLIES										0.00	198.70
***A.1325.0421.0000.0000 CONTRACT SERVICES											
55619857		02091		0000009664	GARDA CL ATLANTIC LOCKBOX # 23: 10787990 AUGUST 2024 - VOM CT OFFICE ARMORED TRANSPORTATION SERVICE		08/12/2024	08/12/2024	3	0.00	1,487.61

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 6 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.1325.0421.0000.0000					CONTRACT SERVICES						
Total ***A.1325.0421.0000.0000					CONTRACT SERVICES					0.00	1,487.61
Total ** CONTRACTUAL EXPENSES										0.00	2,953.21
Total Dept 1325					CLERK-TREASURER					0.00	2,953.21
**LAW.CONTRACTUAL EXPENSES											
***A.1420.0421.0000.0000					CONTRACT SERVICES						
55619640		02091		0000011372	WHITEMAN OSTERMAN & HANNA LLF 715338 CLIENT MATTER: 113349-051 RE: ADV. MCCROY AND TIEKERT FOR PROFESSIONAL SERVICES RENDERED THROUGH JUNE 30, 2024 (05/28/24)		08/12/2024	08/12/2024	3	0.00	193.63
55619873	20223683	02091		0000011802	TOBIN, BERNARDON & WAZNY LLP 441 VILLAGE PROSECUTOR BILLING - MONTH OF JULY		08/12/2024	08/12/2024	3	0.00	2,916.66
55619919	20223721	02091		0000011278	ABRAMS.FENSTERMAN, FENSTERMA ***** PROFESSIONAL LEGAL SERVICES RENDERED FOR THE MONTH OF JULY 2024- 023548-00001 RETAINER - MONTHLY 06/28/24-07/31/24 (\$15,375.00)- 023548-00004 VOM V AVC 06/30/24-07/31/24 (\$19,275.00)- 023548-00008 LABOR LAW 07/15/24- 07/16/24 (\$484.50)- 023548-00012 CONNECCTICUT FUND FOR THE ENVIRONMENT 06/28/24 (\$525.00)- 023548-00021 HAMPSHIRE III 06/28/24-07/22/24 (\$15,000.99)- 023548-00026 ACOSTA 07/31/24 (\$780.90)- 023548-00038 MAMARONECK, VILLAGE OF - TIEKERT V. VILLAGE OF MAMARONECK 07/03/24-07/30/24 (\$406.50)- 023548- 00043 - MAMARONECK, VILLAGE OF - VOM - HUNTER TIER DEVELOPMENT LOT PROJECT 07/12/24-07/25/24 (\$2,475.00)		08/12/2024		3	0.00	54,322.89
Total ***A.1420.0421.0000.0000					CONTRACT SERVICES					0.00	57,433.18
Total ** LAW.CONTRACTUAL EXPENSES										0.00	57,433.18
Total Dept 1420					LAW					0.00	57,433.18
**PERSONNEL.CONTRACTUAL EXPENSES											
***A.1430.0421.0000.0000					CONTRACT SERVICES						
55619665		02091		0000011525	DISABILITY MANAGEMENT ASSOCIA* 22-01274JUL24 FOR MEDICAL CASE MANAGEMENT SERVICES RE: MARK ENES		08/12/2024	08/12/2024	3	0.00	329.67
55619669		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. MARINA PERR MARINA PERR- WESTCHESTER COUNTY FEE		08/12/2024	08/12/2024	3	0.00	40.00
55619671		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. NERY NERY ALEJANDRO RABANALES- WESTCHESTER COUNTY FEE		08/12/2024	08/12/2024	3	0.00	40.00
55619837		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. WC-JORGE		08/12/2024	08/12/2024	3	0.00	40.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 7 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.1430.0421.0000.0000											
CONTRACT SERVICES											
WEST.CO. DEPT. OF HUMAN RES.											
JORGE MICHACA SAAVEDRA- WESTCHESTER COUNTY FEE											
55619838		02091		0000011243	IIX LICENSE MONORITING	4257296	08/12/2024	08/12/2024	3	0.00	19.80
Total ***A.1430.0421.0000.0000										0.00	469.47
Total ** PERSONNEL.CONTRACTUAL EXPENSES										0.00	469.47
Total Dept 1430											
PERSONNEL											
										0.00	469.47
**ENGINEER.CONTRACTUAL EXPENSES											
***A.1440.0403.0000.0000											
ENGINEER - PRINTING & STATIONERY											
55619843		02091		0000001481	A.S.A.P. ETC. INC. ENGINEERING RFP MAILING - MTS INFRASTRUCTUE LLC	391947	08/12/2024	08/12/2024	3	0.00	16.28
Total ***A.1440.0403.0000.0000										0.00	16.28
***A.1440.0421.0000.0000											
CONTRACT SERVICES											
55619900	20223695	02091		0000011239	KELLARD SESSIONS CONSULTING, K 30550 NYS DOT PERM32; PROJECT REVIEW/DRAINAGE IMPROVEMENTS AT GROVE; FOIL REQUEST/RESPONSE; FLORENCE FUNDING COST ESTIMATE		08/12/2024	08/12/2024	3	0.00	2,147.00
55619911	20223714	02091		0000011239	KELLARD SESSIONS CONSULTING, K 3062 CONSTRUCTION COST ESTIMATES - JEFFERSON & WOOD; DOT ANNUAL PERMIT; TRANSFER STATION CONSTRUCTION		08/12/2024	08/12/2024	3	0.00	5,014.81
Total ***A.1440.0421.0000.0000										0.00	7,161.81
Total ** ENGINEER.CONTRACTUAL EXPENSES										0.00	7,178.09
Total Dept 1440											
ENGINEER											
										0.00	7,178.09
**RECORDS MANAGEMENT.CONTRACTUAL EXPENSES											
***A.1460.0421.0000.0000											
CONTRACT SERVICES											
55619777	20223473	02091		0000011303	JANI-KING OF NEW YORK, INC ***** MONTHLY BILLS & SUPPLIES FOR JULY			08/12/2024	3	0.00	475.40
Total ***A.1460.0421.0000.0000										0.00	475.40

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 8 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.1460.0424.0000.0000											
LEASE-RECORD STORAG											
55619752		02091		0000005302	MAMARONECK OFFICE PLAZA LLC SEPT 2024 MONTHLY RECORDS STORAGE; RENT IS 1981.35		08/12/2024	08/12/2024	3	0.00	2,670.97
Total ***A.1460.0424.0000.0000										0.00	2,670.97
Total ** RECORDS MANAGEMENT.CONTRACTUAL EXPENSES										0.00	3,146.37
Total Dept 1460										0.00	3,146.37
**PUBLIC WORKS ADMIN..CONTRACTUAL EXPENSES											
***A.1490.0410.0000.0000											
SUPPLIES											
55619835		02091		0000006026	SNAP ON INDUSTRIAL MECHANIC TOOLS	ARV/61873212	08/12/2024	08/12/2024	3	0.00	13.09
Total ***A.1490.0410.0000.0000										0.00	13.09
***A.1490.0421.0000.0000											
CONTRACT SERVICES											
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS 2X PIC10 POSTBASE INKJET CARTRIDGE	AR173431	08/12/2024	08/12/2024	3	0.00	27.39
55619777	20223473	02091		0000011303	JANI-KING OF NEW YORK, INC ***** MONTHLY BILLS & SUPPLIES FOR JULY			08/12/2024	3	0.00	1,192.26
55619834		02091		0000011173	RID IT EXTERMINATING CO. INC. ***** INSPECTED & REFILLED BAIT STATIONS/PEST CONTROL AT DPW			08/12/2024	3	0.00	370.00
55619836		02091		0000008610	STAPLES INC. AND SUBSIDIARIES 6006699669 OFFICE SUPPLIES FOR DPW		08/12/2024	08/12/2024	3	0.00	157.85
55619853		02091		0000004498	NYS THRUWAY AUTHORITY ***** MARINE EDUCATION CENTER/FORMER KEEPS VAN & DPW FOREMAN'S TRUCK - TOLLS BY MAIL			08/12/2024	3	0.00	2.00
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC. 34064729 CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.		08/12/2024	08/12/2024	3	0.00	398.68
55619904	20223693	02091		0000008161	AMERICAN PETROLEUM EQUIP. & CO ***** REPAIRED KEY READER & VACUUM EXTRACTION EVENT ON JUNE 6TH & 7TH			08/12/2024	3	0.00	2,403.10
Total ***A.1490.0421.0000.0000										0.00	4,551.28
Total ** PUBLIC WORKS ADMIN..CONTRACTUAL EXPENSES										0.00	4,564.37
Total Dept 1490										0.00	4,564.37
**PUBLIC SAFETY BUILDING.CONTRACTUAL EXPENSES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 9 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**PUBLIC SAFETY											
BUILDING.CONTRACTUAL EXPENSES											
***A.1620.0415.0000.0000											
UTILITIES - WATER											
55619889	20223711	02091		000000136	WESTCHESTER JOINT WATER WOR ***** WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24		08/12/2024		3	0.00	839.97
Total ***A.1620.0415.0000.0000										0.00	839.97
***A.1620.0416.0000.0000											
UTILITIES- ELECTRIC											
55619883	20223710	02091		000000125	CON EDISON ***** BILLING PERIOD CHARGES FROM 06/17/24-07/18/24		08/12/2024		3	0.00	118.52
Total ***A.1620.0416.0000.0000										0.00	118.52
***A.1620.0420.0000.0000											
BUILDING MAINTENANCE											
55619793		02091		0000009619	CINTAS CORPORATION NO. 2 5220073005 08/12/2024 PAYMENT FOR FIRST AID CABINET REPLENISHMENT SERVICES		08/12/2024		3	0.00	7.15
55619896		02091		0000006705	K.R.B. INC. ***** PAYMENT FOR TOILET FLAP PURCHASE		08/12/2024		3	0.00	15.99
Total ***A.1620.0420.0000.0000										0.00	23.14
***A.1620.0421.0000.0000											
CONTRACT SERVICES											
55619777	20223473	02091		0000011303	JANI-KING OF NEW YORK, INC ***** MONTHLY BILLS & SUPPLIES FOR JULY		08/12/2024		3	0.00	3,991.81
Total ***A.1620.0421.0000.0000										0.00	3,991.81
Total ** PUBLIC SAFETY BUILDING.CONTRACTUAL EXPENSES										0.00	4,973.44
Total Dept 1620										0.00	4,973.44
PUBLIC SAFETY BUILDING											
**ADMINISTRATIVE											
OFFICES.CONTRACTUAL EXPENSES											
***A.1621.0404.0000.0000											
POSTAGE											
55619639		02091		0000001481	A.S.A.P. ETC. INC. 390389 08/12/2024 PAYMENT FOR PAST DUE INVOICE - MAILING SERVICES		08/12/2024		3	0.00	649.68
55619869	20223667	02091		0000005161	GRAPHIC SERVICE BUREAU 457330 08/12/2024 PRINTING & MAILING OF 2024 TAX BILLS		08/12/2024		3	0.00	2,617.63
Total ***A.1621.0404.0000.0000										0.00	3,267.31
***A.1621.0421.0000.0000											
CONTRACT SERVICES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 10 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
***A.1621.0421.0000.0000 CONTRACT SERVICES											
55619617		02091		0000008610	STAPLES INC. AND SUBSIDIARIES SUPPLIES	6005631737	08/12/2024	08/12/2024	3	0.00	54.67
55619618		02091		0000001631	FEDEX POSTAGE - VILLAGE	9-677-59212	08/12/2024	08/12/2024	3	0.00	101.31
55619777	20223473	02091		0000011303	JANI-KING OF NEW YORK, INC MONTHLY BILLS & SUPPLIES FOR JULY	*****		08/12/2024	3	0.00	3,523.96
55619820	20223673	02091		0000011847	CHARGEPOINT INC. REPAIR TO EV CHARGER	#IN227276	08/12/2024	08/12/2024	3	0.00	2,685.00
55619853		02091		0000004498	NYS THRUWAY AUTHORITY MARINE EDUCATION CENTER/FORMER KEEPS VAN & DPW FOREMAN'S TRUCK - TOLLS BY MAIL	*****		08/12/2024	3	0.00	3.31
55619868	20223666	02091		0000004647	REGATTA CONDOMINIUM AUGUST 2024 - COMMON CHGS, PARKING, STORAGE, SPECIAL ASSESSMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	3,644.32
55619886		02091		0000011468	SAL DEROSE INC. SAL'S PIZZA LUNCH REQUESTED BY MAYOR TO ACKNOWLEDGE DPW EMPLOYEES	96656	08/12/2024	08/12/2024	3	0.00	133.50
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WORKS WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24	*****		08/12/2024	3	0.00	43.40
Total ***A.1621.0421.0000.0000 CONTRACT SERVICES										0.00	10,189.47
Total ** ADMINISTRATIVE OFFICES.CONTRACTUAL EXPENSES										0.00	13,456.78
Total Dept 1621 ADMINISTRATIVE OFFICES										0.00	13,456.78
**EQUIPMENT & OTHER											
***A.1640.0260.0000.0000 CENTRAL GARAGE MISC. EQUIPMENT											
55619815	20223622	02091		0000006026	SNAP ON INDUSTRIAL TOOLS/CONTRACT SERVICES - CENTRAL GARAGE, HIGHWAY, SNOW & SANITATION DEPTS.	201435547	08/12/2024	08/12/2024	3	0.00	1,315.53
Total ***A.1640.0260.0000.0000 CENTRAL GARAGE MISC. EQUIPMENT										0.00	1,315.53
Total ** EQUIPMENT & OTHER										0.00	1,315.53
**CONTRACTUAL EXPENSES											
***A.1640.0408.0000.0000 FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	53.44
Total ***A.1640.0408.0000.0000 FUEL, OIL & LUBRICANTS										0.00	53.44
***A.1640.0410.0000.0000 CENTRAL GARAGE SUPPLIES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 11 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.1640.0410.0000.0000											
CENTRAL GARAGE SUPPLIES											
55619828		02091		0000011765	MAM CO INC. NAPA AUTO PARTS NE*****		08/12/2024		3	0.00	117.22
					CENTRAL GARAGE & HIGHWAY - SUPPLIES & PARKS - AUTOMOTIVE REPAIRS						
55619839		02091		0000001400	ZEP MANUFACTURING CO.	9010063444	08/12/2024	08/12/2024	3	0.00	171.75
					CENTRAL GARAGE SUPPLIES						
Total	***A.1640.0410.0000.0000				CENTRAL GARAGE SUPPLIES					0.00	288.97
***A.1640.0415.0000.0000											
UTILITIES - WATER											
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WOR*****		08/12/2024		3	0.00	583.95
					WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS		06/13/24 - 07/18/24				
Total	***A.1640.0415.0000.0000				UTILITIES - WATER					0.00	583.95
***A.1640.0416.0000.0000											
UTILITIES- ELECTRIC											
55619883	20223710	02091		0000000125	CON EDISON *****		08/12/2024		3	0.00	131.67
					BILLING PERIOD CHARGES FROM 06/17/24-07/18/24						
Total	***A.1640.0416.0000.0000				UTILITIES- ELECTRIC					0.00	131.67
Total	** CONTRACTUAL EXPENSES									0.00	1,058.03
Total Dept 1640					CENTRAL GARAGE					0.00	2,373.56
**CENTRAL COMMUNICATION SYS.CONTRACTUAL EXPENSES											
***A.1650.0419.0000.0000											
UTILITIES - TELEPHONE											
55619880	20223707	02091		0000006058	OPTIMUM	8062024	08/12/2024	08/12/2024	3	0.00	3,301.20
					MO. TELEPHONE CHGS.FOR 07/23/24 - 08/22/24						
55619882	20223713	02091		0000011091	NEW HORIZON COMMUNICATION CO C110167		08/12/2024	08/12/2024	3	0.00	8,773.56
					MOS PHONE LINE CHARGE AND CENTRAL DATA PROCESS SERVICE FOR						
					VARIOUS LOCATIONS AUGUST 2024						
Total	***A.1650.0419.0000.0000				UTILITIES - TELEPHONE					0.00	12,074.76
***A.1650.0421.0000.0000											
CONTRACT SERVICES											
55619871	20223672	02091		0000011438	WINDSTREAM HOLDINGS II, LLC *****		08/12/2024		3	0.00	10,273.18
					TELEPHONE CHARGES FOR 215235917; 215236819; 215236813		07/22/24-08/21/2024				
Total	***A.1650.0421.0000.0000				CONTRACT SERVICES					0.00	10,273.18
Total	** CENTRAL COMMUNICATION SYS.CONTRACTUAL EXPENSE									0.00	22,347.94

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 12 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
Total Dept 1650										0.00	22,347.94
**CENTRAL PRINT. & MAILING.CONTRACTUAL EXPENSES											
***A.1670.0421.0000.0000											
CONTRACT SERVICES											
55619641		02091		0000011275	LEAF CAPITAL FUNDING. LLC	16866847	08/12/2024	08/12/2024	3	0.00	698.00
					2 POSTBASE PRO DS POSTAGE MACHINES (AUGUST 2024)						
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS	AR173431	08/12/2024	08/12/2024	3	0.00	10.27
					2X PIC10 POSTBASE INKJET CARTRIDGE						
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS	AR173431	08/12/2024	08/12/2024	3	0.00	154.04
					2X PIC10 POSTBASE INKJET CARTRIDGE						
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC.	34064729	08/12/2024	08/12/2024	3	0.00	2,242.64
					CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.						
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC.	34064729	08/12/2024	08/12/2024	3	0.00	149.51
					CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.						
Total ***A.1670.0421.0000.0000										0.00	3,254.46
Total ** CENTRAL PRINT. & MAILING.CONTRACTUAL EXPENSES										0.00	3,254.46
Total Dept 1670										0.00	3,254.46
**EQUIPMENT & OTHER											
***A.1680.0260.0000.0000											
MISC. EQUIPMENT											
55619663	20223233	02091		0000005742	GOV. CONNECTION INC.	*****		08/12/2024	3	0.00	2,648.46
					LENOVO THINKPAD T16 G1						
Total ***A.1680.0260.0000.0000										0.00	2,648.46
Total ** EQUIPMENT & OTHER										0.00	2,648.46
**CENTRAL DATA PROCESSING.CONTRACTUAL EXPENSES											
***A.1680.0410.0000.0000											
SUPPLIES											
55619916	20223720	02091		0000009885	METROPOLITAN DATA SOLUTIONS	M 0004993	08/12/2024	08/12/2024	3	0.00	200.20
					12 MONTH ON-SITE CD800 PRINTER WITH CLM WARRANTY, ANNUAL MOBILE ID						
					SERVER SUBSCRIPTION, AND SMA FOR MID10C						
Total ***A.1680.0410.0000.0000										0.00	200.20

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 13 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount	
Fund A												
GENERAL FUND												
***A.1680.0421.0000.0000												
CONTRACT SERVICES												
55619638		02091		0000008430	VERIZON COMMUNICATIONS	071324	08/12/2024	08/12/2024	3	0.00	120.99	
55619848		02091		0000001594	SECURITY CAMERA PROJECT SERVICES 07/14/24 - 08/13/24	667618264	08/12/2024	08/12/2024	3	0.00	1,405.85	
55619880	20223707	02091		0000006058	ADPPROFESSIONALSERVICESPERIODENDING07222024	8062024	08/12/2024	08/12/2024	3	0.00	162.66	
55619898	20223702	02091		0000001594	OPTIMUM	667619099	08/12/2024	08/12/2024	3	0.00	2,192.35	
55619899	20223703	02091		0000001594	MO. TELEPHONE CHGS.FOR 07/23/24 - 08/22/24	ADPPAYROLLSERVICES/PERIODENDING63024AND71224	667618617	08/12/2024	08/12/2024	3	0.00	2,204.75
										0.00	6,086.60	
Total ***A.1680.0421.0000.0000												
CONTRACT SERVICES												
										0.00	6,286.80	
Total ** CENTRAL DATA PROCESSING.CONTRACTUAL EXPENSES												
										0.00	8,935.26	
Total Dept 1680												
CENTRAL DATA PROCESSING												
**UNALLOCATED												
INSURANCE.CONTRACTUAL EXPENSES												
***A.1910.0401.0000.0000												
UNALLOCATED INSURANCE EXPENSES												
55619619		02091		0000010965	TRIDENT INSURANCE SERVICES LLC 1204886		08/12/2024	08/12/2024	3	0.00	1,611.97	
55619812	20223662	02091		0000010965	AUTO PROPERTY DAMAGE- CLAIM NUMBER 4A2405JN674- PHILIP LOMEDICO		08/12/2024	08/12/2024	3	0.00	1,218.00	
										0.00	2,829.97	
Total ***A.1910.0401.0000.0000												
UNALLOCATED INSURANCE EXPENSES												
										0.00	2,829.97	
Total ** UNALLOCATED INSURANCE.CONTRACTUAL EXPENSES												
										0.00	2,829.97	
Total Dept 1910												
UNALLOCATED INSURANCE												
**REFUND ON REAL PROP. TAX												
***A.1964.0499.0000.0000												
REFUND ON REAL PROP. TAX												
55619917		02091		0000010142	GRIFFIN, COOGAN, SULZER & HORG. TAX CERT REFUN		08/12/2024	08/12/2024	3	0.00	2,446.62	
										0.00	2,446.62	
Total ***A.1964.0499.0000.0000												
REFUND ON REAL PROP. TAX												

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 14 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
Total ** REFUND ON REAL PROP. TAX										0.00	2,446.62
Total Dept 1964										0.00	2,446.62
**EQUIPMENT & OTHER											
***A.3120.0220.0000.0000 POLICE EQUIPMENT											
55619621	20223313	02091		0000008390	TRI-TECH FORENSICS INC. BODY SCREEN (2)	01040790	08/12/2024	08/12/2024	3	0.00	540.00
Total ***A.3120.0220.0000.0000 POLICE EQUIPMENT										0.00	540.00
***A.3120.0250.0000.0000 UNIFORMS											
55619658	20223432	02091		0000009455	MUNICIPAL EMERGENCY SVCS INC. 2090623 BADGE NUMBERS/PATCHES/EMBROIDERY		08/12/2024	08/12/2024	3	0.00	175.50
55619878	20223438	02091		0000009455	MUNICIPAL EMERGENCY SVCS INC. 2094054 SHORT SLEEVE SPRING UNIFORM SHIRTS		08/12/2024	08/12/2024	3	0.00	7,905.28
Total ***A.3120.0250.0000.0000 UNIFORMS										0.00	8,080.78
Total ** EQUIPMENT & OTHER										0.00	8,620.78
**CONTRACTUAL EXPENSES											
***A.3120.0403.0000.0000 PRINTING & STATIONERY											
55619664		02091		0000011441	ARBORN PRINTING & GRAPHICS 139398 INVESTIGATIONS DIVISION CASE FOLDERS		08/12/2024	08/12/2024	3	0.00	358.83
Total ***A.3120.0403.0000.0000 PRINTING & STATIONERY										0.00	358.83
***A.3120.0405.0000.0000 MUNI DUES & SUBSCRIP											
55619623		02091		0000005311	DET. FRANK MARESCA, JR. 07022024M REIMBURSEMENT FOR WESTCHESTER CTY YOUTH OFFICER'S ASSOC. MEETING		08/12/2024	08/12/2024	3	0.00	20.00
Total ***A.3120.0405.0000.0000 MUNI DUES & SUBSCRIP										0.00	20.00
***A.3120.0407.0000.0000 AUTOMOTIVE REPAIRS											
55619823		02091		0000006778	JOHN LEBRINI ***** HIGHWAY/FIRE/POLICE/BUILDING/FIRE DEPTS. - INSPECTIONS			08/12/2024	3	0.00	211.00
55619826		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS ***** POLICE/HIGHWAY & POLICE DEPT. CREDIT - AUTOMOTIVE REPAIRS			08/12/2024	3	0.00	(300.00)
55619826		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS ***** POLICE/HIGHWAY & POLICE DEPT. CREDIT - AUTOMOTIVE REPAIRS			08/12/2024	3	0.00	471.02
55619829		02091		0000011773	PARTS AUTHORITY LLC *****			08/12/2024	3	0.00	387.84

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 15 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3120.0407.0000.0000											
AUTOMOTIVE REPAIRS											
					PARTS AUTHORITY LLC SANITATION & POLICE DEPTS. - AUTOMOTIVE REPAIRS						
55619905	20223692	02091		000005006	CORSI TIRE *****			08/12/2024	3	0.00	155.00
55619913	20223717	02091		0000011206	POLICE/HIGHWAY/FIRE DEPTS. - AUTOMOTIVE REPAIRS SCARSDALE FORD INC. ***** VEHICLE REPAIRS - 312 AND K9 CARS			08/12/2024	3	0.00	1,577.73
Total ***A.3120.0407.0000.0000										0.00	2,502.59
***A.3120.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	2,538.43
Total ***A.3120.0408.0000.0000										0.00	2,538.43
***A.3120.0410.0000.0000											
SUPPLIES											
55619629		02091		0000011441	ARBORN PRINTING & GRAPHICS IMPOUND CARDS/TIES	139152	08/12/2024	08/12/2024	3	0.00	402.99
55619631		02091		0000010928	AMAZON CAPITAL SERVICES BATTERIES/PLASTIC CUPS/VELCRO *****			08/12/2024	3	0.00	93.48
55619657		02091		0000003809	GOOSETOWN COMMUNICATIONS MOTOROLA ASSY HAND MIC	165828	08/12/2024	08/12/2024	3	0.00	220.32
55619845		02091		0000010928	AMAZON CAPITAL SERVICES COFFEE SUPPLIES/PROGRAMMABLE TIMER TIME RELAY SWITCH/LOBBY TABLE *****			08/12/2024	3	0.00	145.05
55619916	20223720	02091		0000009885	METROPOLITAN DATA SOLUTIONS M 0004993 12 MONTH ON-SITE CD800 PRINTER WITH CLM WARRANTY, ANNUAL MOBILE ID SERVER SUBSCRIPTION, AND SMA FOR MID10C	08/12/2024	08/12/2024	08/12/2024	3	0.00	338.80
Total ***A.3120.0410.0000.0000										0.00	1,200.64
***A.3120.0421.0000.0000											
CONTRACT SERVICES											
55619620	20223632	02091		0000010773	LEXIPOL. LLC CORDICO SHIELD LAW ENFORCEMENT WELLNESS APP	11239259	08/12/2024	08/12/2024	3	0.00	9,499.05
55619624		02091		0000011703	AT&T MOBILITY II LLC, AT&T MOBILIT 287333469240X07 PD CELL PHONES JUNE 2024		08/12/2024	08/12/2024	3	0.00	883.24
55619626		02091		0000008869	VERIZON WIRELESS PEO CELL PHONES JUNE 14, 2024 - JULY 13, 2024	9968964917	08/12/2024	08/12/2024	3	0.00	156.30
55619627		02091		0000010156	DIP IN CAR WASH CORP. CAR WASH SERVICES FOR VILLAGE VEHICLES AUGUST 2024	08012024	08/12/2024	08/12/2024	3	0.00	240.00
55619628		02091		0000003809	GOOSETOWN COMMUNICATIONS REPAIR/MAINTENANCE OF DISPATCH COMMUNICATION SYSTEM	165766	08/12/2024	08/12/2024	3	0.00	330.00
55619655		02091		0000008742	VERIZON COMMUNICATIONS PD FIOS 7/13/24 - 8/12/24	071224	08/12/2024	08/12/2024	3	0.00	130.94
55619768		02091		0000007019	CRYSTAL ROCK BOTTLED WATER WATER DELIVERY SERVICE JULY 2024	9177796126	08/12/2024	08/12/2024	3	0.00	87.13
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS	AR173431	08/12/2024	08/12/2024	3	0.00	61.62

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 16 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3120.0421.0000.0000											
CONTRACT SERVICES											
55619808	20222880	02091		0000003909	SUPERIOR OFFICE SYSTEMS 2X PIC10 POSTBASE INKJET CARTRIDGE GOOSETOWN COMMUNICATIONS 168008	168008	08/12/2024	08/12/2024	3	0.00	1,535.00
55619810		02091		0000008830	RENTAL AVTEC SCOUT E8 DISPATCH CONSOLE (YEAR FOUR) OF FIVE YEAR AGREEMENT					0.00	548.81
55619831	20223671	02091		0000011089	VERIZON WIRELESS PD AIRCARDS 6/24/24/ - 7/23/24	9969762137	08/12/2024	08/12/2024	3	0.00	5,450.00
55619875	20223694	02091		0000011213	ALL TRAFFIC SOLUTIONS INC. APP/TRAFFIC SUITE (12 MONTHS) EQUIPMENT MANAGEMENT/REPORTING/IMAGE MANAGEMENT	SIN041619	08/12/2024	08/12/2024	3	0.00	3,420.02
55619879	20223706	02091		0000009119	VIOLI VETERINARY CARE LLC VETERINARY SERVICES FOR K9 IKE/RICKY/VINCENT	203061	08/12/2024	08/12/2024	3	0.00	897.05
55619909		02091		0000006840	CANON FINANCIAL SERVICES INC. CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV. LEXISNEXIS RISK SOLUTIONS INVESTIGATIVE SOFTWARE LICENSE JULY 2024	34064729	08/12/2024	08/12/2024	3	0.00	150.00
Total ***A.3120.0421.0000.0000										0.00	23,389.16
***A.3120.0422.0000.0000											
FEES											
55619622		02091		0000008390	TRI-TECH FORENSICS INC. SHIPPING FEE FOR CRIME SCENE BARRIER SCREENS	1040790 - S	08/12/2024	08/12/2024	3	0.00	42.00
Total ***A.3120.0422.0000.0000										0.00	42.00
***A.3120.0444.0000.0000											
NAVIGATION LAW ENFORCE											
55619656		02091		0000011173	RID IT EXTERMINATING CO. INC. EXTERMINATION SERVICES FOR MARINE UNIT OFFICE	79551	08/12/2024	08/12/2024	3	0.00	249.00
55619833		02091		0000010097	DAVID CASTILLO BOATS 312 & 327 WASHED JULY 2024	6936	08/12/2024	08/12/2024	3	0.00	600.00
55619876	20223691	02091		0000006991	CITY OF NEW ROCHELLE FUEL FOR MARINE UNIT BOATS 321 & 327	20563	08/12/2024	08/12/2024	3	0.00	2,201.97
55619880	20223707	02091		0000006058	OPTIMUM MO. TELEPHONE CHGS.FOR 07/23/24 - 08/22/24	8062024	08/12/2024	08/12/2024	3	0.00	265.17
Total ***A.3120.0444.0000.0000										0.00	3,316.14
Total ** CONTRACTUAL EXPENSES										0.00	33,367.79
Total Dept 3120										0.00	41,988.57
**CONTRACTUAL EXPENSES											
***A.3150.0431.0000.0000											
MEALS - PRISONERS											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 17 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3150.0431.0000.0000											
MEALS - PRISONERS											
55619811		02091		0000011321	MAMARONECK DINER HBS CORP PRISONER MEALS JULY 2024	08012024P	08/12/2024	08/12/2024	3	0.00	514.50
Total ***A.3150.0431.0000.0000										0.00	514.50
Total ** CONTRACTUAL EXPENSES										0.00	514.50
Total Dept 3150										0.00	514.50
**TRAFFIC CONTROL.CONTRACTUAL EXPENSES											
***A.3310.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	215.40
Total ***A.3310.0408.0000.0000										0.00	215.40
***A.3310.0410.0000.0000											
SUPPLIES											
55619785		02091		0000010928	AMAZON CAPITAL SERVICES SIGN DEPT. SUPPLIES	1YNF-99D9-PRPK	08/12/2024	08/12/2024	3	0.00	88.28
Total ***A.3310.0410.0000.0000										0.00	88.28
Total ** TRAFFIC CONTROL.CONTRACTUAL EXPENSES										0.00	303.68
Total Dept 3310										0.00	303.68
**ON STREET PARKING.CONTRACTUAL EXPENSES											
***A.3320.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	163.05
Total ***A.3320.0408.0000.0000										0.00	163.05
Total ** ON STREET PARKING.CONTRACTUAL EXPENSES										0.00	163.05
Total Dept 3320										0.00	163.05

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 18 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**ON STREET METER REPAIR.CONTRACTUAL EXPENSES											
***A.3321.0421.0000.0000											
ON STREET METER REPAIR.CONTRACT SERVICES											
55619868	20223666	02091		0000004647	REGATTA CONDOMINIUM AUGUST 2024 - COMMON CHGS, PARKING, STORAGE, SPECIAL ASSESSMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	315.42
Total ***A.3321.0421.0000.0000										0.00	315.42
***A.3321.0421.0001.0000											
CALLE MULTIPACE METERS MONTHLY FEE											
55619813	20223663	02091		0000010818	IPS GROUP, INC. MULTISPACE METERS	#INV99034	08/12/2024	08/12/2024	3	0.00	1,617.56
55619914	20223716	02091		0000010818	IPS GROUP, INC. CREDIT CARD TRANSACTION FEE FOR MULTI SPACE METERS	#INV100042	08/12/2024	08/12/2024	3	0.00	1,586.62
Total ***A.3321.0421.0001.0000										0.00	3,204.18
Total ** ON STREET METER REPAIR.CONTRACTUAL EXPENSES										0.00	3,519.60
Total Dept 3321										0.00	3,519.60
**FIRE DEPARTMENT.EQUIPMENT & OTHER											
***A.3410.0250.0000.0000											
UNIFORMS											
55619772		02091		0000010277	EMBASSY CLEANERS DEPARTMENT UNIFORM CLEANING FOR JULY 2024	*****		08/12/2024	3	0.00	32.60
Total ***A.3410.0250.0000.0000										0.00	32.60
***A.3410.0260.0000.0000											
MISC. EQUIPMENT											
55619789		02091		0000000363	AAA EMERGENCY SUPPLY CO INSPECTION & RECHARGE OF 20 LB ABC FIRE EXTINGUISHER	0063003-IN	08/12/2024	08/12/2024	3	0.00	82.00
55619790		02091		0000000363	AAA EMERGENCY SUPPLY CO REPAIR TO VENTIS GAS DETECTOR SERIAL # 21042W5-005 FOR CHIEF SIEMSEN VEHICLE	0063004-IN	08/12/2024	08/12/2024	3	0.00	150.00
55619791		02091		0000000363	AAA EMERGENCY SUPPLY CO REPAIR TO VENTIS GAS DETECTOR FOR TOWER LADDER 20 - SERIAL # 200808B-003	0063005-IN	08/12/2024	08/12/2024	3	0.00	150.00
55619809	20221926	02091		0000011658	ACE TOOL REPAIR INC ASSORTMENT OF MILWAUKEE TOOLS FOR ENGINE 40 + CREDIT INVOICE	*****		08/12/2024	3	0.00	316.71
Total ***A.3410.0260.0000.0000										0.00	698.71
Total ** FIRE DEPARTMENT.EQUIPMENT & OTHER										0.00	731.31

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 19 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**FIRE DEPARTMENT.CONTRACTUAL EXPENSES											
***A.3410.0407.0000.0000											
AUTOMOBILE REPAIRS											
55619823		02091		0000006778	JOHN LEBRINI HIGHWAY/FIRE/POLICE/BUILDING/FIRE DEPTS. - INSPECTIONS	*****		08/12/2024	3	0.00	10.00
55619850		02091		0000011705	SHARE CORPORATION AUTOMOTIVE REPAIRS - SANITATION/FIRE/PARKS/HIGHWAY & SNOW DEPARTMENTS	274271	08/12/2024	08/12/2024	3	0.00	58.35
55619887	20223660	02091		0000011491	HUDSON VALLEY FIRE EQUIPMENT L INV-8827 FIX - PTO WILL ENGAGE + IGNITION SWITCH IS MALFUNCTIONING + AIR LINE FROM AIR COMPRESSOR IS LEAKING FOR TOWER LADDER 20		08/12/2024	08/12/2024	3	0.00	1,557.16
55619905	20223692	02091		0000005006	CORSI TIRE POLICE/HIGHWAY/FIRE DEPTS. - AUTOMOTIVE REPAIRS	*****		08/12/2024	3	0.00	1,196.82
Total ***A.3410.0407.0000.0000										0.00	2,822.33
***A.3410.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619771		02091		0000006727	MAMARONECK BOATS & MOTORS. IN 19980 FUEL FOR FIREBOAT ON JULY 21 TICKET # 17339 & JULY 27 TICKET # 17349		08/12/2024	08/12/2024	3	0.00	125.69
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	334.60
Total ***A.3410.0408.0000.0000										0.00	460.29
***A.3410.0409.0000.0000											
BUILDING IMPROV.											
55619670		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES 196597 ELECTRICAL SUPPLIES FOR WORK IN THE RADIO ROOM AT 146 PALMER AVE FIREHOUSE		08/12/2024	08/12/2024	3	0.00	141.04
Total ***A.3410.0409.0000.0000										0.00	141.04
***A.3410.0410.0000.0000											
SUPPLIES											
55619649		02091		0000010928	AMAZON CAPITAL SERVICES 126 BLACK TONER CARTRIDGE FOR CANNON PRINTER AT COLUMBIA FIREHOUSE FRONT DESK	1PCV-FYGG-37CI	08/12/2024	08/12/2024	3	0.00	27.99
55619788		02091		0000011344	LAND N SEA DISTRIBUTING INC., LNS ***** HARDWARE NEED FOR THE CABLE TO FLY THE AMERICAN FLAG ACROSS MAMARONECK AVE FOR SPECIAL EVENTS BY THE FIRE DEPARTMENT			08/12/2024	3	0.00	60.32
55619916	20223720	02091		0000009885	METROPOLITAN DATA SOLUTIONS N 0004993 12 MONTH ON-SITE CD800 PRINTER WITH CLM WARRANTY, ANNUAL MOBILE ID SERVER SUBSCRIPTION, AND SMA FOR MID10C		08/12/2024	08/12/2024	3	0.00	1,001.00
Total ***A.3410.0410.0000.0000										0.00	1,089.31
***A.3410.0414.0000.0000											
UTILITIES - HEATING											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 20 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
***A.3410.0414.0000.0000 UTILITIES - HEATING											
55619883	20223710	02091		000000125	CON EDISON BILLING PERIOD CHARGES FROM 06/17/24-07/18/24	*****		08/12/2024	3	0.00	615.49
Total ***A.3410.0414.0000.0000 UTILITIES - HEATING										0.00	615.49
***A.3410.0415.0000.0000 UTILITIES - WATER											
55619889	20223711	02091		000000136	WESTCHESTER JOINT WATER WORI ***** WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24			08/12/2024	3	0.00	890.82
Total ***A.3410.0415.0000.0000 UTILITIES - WATER										0.00	890.82
***A.3410.0419.0000.0000 UTILITIES - TELEPHONE											
55619651		02091		0000008430	VERIZON COMMUNICATIONS FIOS TV SERVICES FOR 146 PALMER AVE FIREHOUSE - SERVICES FOR 07/22/ TO 08/22/2024	550-008-755-0001	08/12/2024	08/12/2024	3	0.00	191.88
55619652		02091		0000010901	VERIZON PHONE & INTERNET SERVICES FOR VOLUNTEER FIREHOUSE - FOR 07/18 TO 08/17/24 ACCT.# 155-329-304-0001-08	155-329-304-0001	08/12/2024	08/12/2024	3	0.00	317.23
Total ***A.3410.0419.0000.0000 UTILITIES - TELEPHONE										0.00	509.11
***A.3410.0421.0000.0000 CONTRACT SERVICES											
55619612		02091		0000003562	DANA PEST CONTROL MONTHLY INSPECTION OF THE FIREHOUSES FOR JULY 2024	*****		08/12/2024	3	0.00	240.00
55619653		02091		0000011848	THERMODYNAMICS CORP WORKED ON WATER LEAK ON AIR HANDLING UNIT AT 146 PALMER AVE FIREHOUSE	12975	08/12/2024	08/12/2024	3	0.00	334.13
55619654		02091		0000009619	CINTAS CORPORATION NO. 2 MONTHLY INSPECTIONS OF THE FIRST AID STATIONS IN THE FIREHOUSES	*****		08/12/2024	3	0.00	180.87
55619718		02091		0000000050	VILLAGE OF MAMARONECK FIRE CO AUG 2024 CONTRACTUAL SVCS FOR FIRE DEPT.		08/12/2024	08/12/2024	3	0.00	600.00
55619740		02091		0000010935	FELIX HUGHES SR. PURCHASING AGENT MO. CHGS.	AUG 2024	08/12/2024	08/12/2024	3	0.00	750.00
55619770		02091		0000010535	NESTLE WATERS NORTH AMERICA MONTHLY WATER FILTER RENT JULY 2024 + LATE FEE + PAPER FEE	14G0437153117	08/12/2024	08/12/2024	3	0.00	72.99
55619775		02091		0000009483	SUPERIOR OFFICE SYSTEMS 2X PIC10 POSTBASE INKJET CARTRIDGE	AR173431	08/12/2024	08/12/2024	3	0.00	44.50
55619830	20223208	02091		0000003909	GOOSETOWN COMMUNICATIONS PA / ALERTING SYSTEM FOR COLUMBIA FIREHOUSE - SEE ATTACHED QUOTE COMPLETE DETAILS	165867	08/12/2024	08/12/2024	3	0.00	26,130.77
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC. CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.	34064729	08/12/2024	08/12/2024	3	0.00	647.86
55619888	20223659	02091		0000009711	MUNICIPLE EMERGENCY SVCS INC. ANNUAL SERVICING OF RESCUE TOOLS ON ENG 41 & 42	IN2065190	08/12/2024	08/12/2024	3	0.00	3,875.09

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 21 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3410.0421.0000.0000 CONTRACT SERVICES											
Total ***A.3410.0421.0000.0000 CONTRACT SERVICES										0.00	32,876.21
***A.3410.0435.0000.0000 MARINE REPAIR & STORAGE											
55619885		02091		0000006705	K.R.B. INC. SUPPLIES FOR THE FIREBOAT	19085	08/12/2024	08/12/2024	3	0.00	377.95
Total ***A.3410.0435.0000.0000 MARINE REPAIR & STORAGE										0.00	377.95
***A.3410.0450.0000.0000 CHIEF OPERATING EXP											
55619613		02091		000000197	ANTHONY'S DELI	0561	08/12/2024	08/12/2024	3	0.00	300.00
					FOOD FOR SOUND SHORE CHIEF'S SUMMER BBQ AT BLYTHEDALE CHILDRENS HOSPITAL						
55619648		02091		0000008408	JAMES BARNEY	07/26/24	08/12/2024	08/12/2024	3	0.00	64.98
					REIMBURSEMENT FOR FOOD THE CREW AFTER DETAIL AT DAY CAMP ON JULY 26, 2024						
Total ***A.3410.0450.0000.0000 CHIEF OPERATING EXP										0.00	364.98
Total ** FIRE DEPARTMENT.CONTRACTUAL EXPENSES										0.00	40,147.53
Total Dept 3410 FIRE DEPARTMENT										0.00	40,878.84
**CONTROL OF ANIMALS.CONTRACTUAL EXPENSES											
***A.3510.0421.0000.0000 CONTRACT SERVICES											
55619731		02091		0000006720	NEW ROCHELLE HUMANE SOCIETY AUG 2024 MONTHLY CONTROL OF ANIMALS CONTRACT		08/12/2024	08/12/2024	3	0.00	2,290.00
Total ***A.3510.0421.0000.0000 CONTRACT SERVICES										0.00	2,290.00
Total ** CONTROL OF ANIMALS.CONTRACTUAL EXPENSES										0.00	2,290.00
Total Dept 3510 CONTROL OF ANIMALS										0.00	2,290.00
**SAFETY INSP.-BLDG..CONTRACTUAL EXPENSES											
***A.3620.0407.0000.0000 AUTOMOTIVE REPAIRS											
55619823		02091		0000006778	JOHN LEBRINI HIGHWAY/FIRE/POLICE/BUILDING/FIRE DEPTS. - INSPECTIONS	*****		08/12/2024	3	0.00	37.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 22 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3620.0407.0000.0000					AUTOMOTIVE REPAIRS						
Total ***A.3620.0407.0000.0000					AUTOMOTIVE REPAIRS					0.00	37.00
***A.3620.0408.0000.0000					FUEL, OIL & LUBRICANTS						
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	100.57
Total ***A.3620.0408.0000.0000					FUEL, OIL & LUBRICANTS					0.00	100.57
***A.3620.0410.0000.0000					SUPPLIES						
55619794		02091		0000008610	STAPLES INC. AND SUBSIDIARIES PAYMENT FOR HANDWASH PURCHASE	6005631734	08/12/2024	08/12/2024	3	0.00	3.74
Total ***A.3620.0410.0000.0000					SUPPLIES					0.00	3.74
***A.3620.0421.0000.0000					CONTRACT SERVICES						
55619796		02091		0000007019	CRYSTAL ROCK BOTTLED WATER PAYMENT FOR WATER DELIVERY SERVICE	17724277 071624	08/12/2024	08/12/2024	3	0.00	140.28
Total ***A.3620.0421.0000.0000					CONTRACT SERVICES					0.00	140.28
Total ** SAFETY INSP.-BLDG..CONTRACTUAL EXPENSES										0.00	281.59
Total Dept 3620					SAFETY INSP.-BLDG.					0.00	281.59
**ELECTRICAL DEPARTMENT.CONTRACTUAL EXPENSES											
***A.3621.0407.0000.0000					AUTOMOTIVE REPAIRS						
55619644		02091		0000010296	ALTEC INDUSTRIES, INC. PAYMENT FOR INSPECTION AND MATERIALS FOR ELECTRICIAN'S TRUCK	51452817	08/12/2024	08/12/2024	3	0.00	1,395.81
Total ***A.3621.0407.0000.0000					AUTOMOTIVE REPAIRS					0.00	1,395.81
***A.3621.0408.0000.0000					FUEL, OIL & LUBRICANTS						
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	222.52
Total ***A.3621.0408.0000.0000					FUEL, OIL & LUBRICANTS					0.00	222.52
***A.3621.0414.0000.0000					UTILITIES - HEATING						
55619883	20223710	02091		0000000125	CON EDISON BILLING PERIOD CHARGES FROM 06/17/24-07/18/24	*****		08/12/2024	3	0.00	12.62

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 23 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.3621.0414.0000.0000											
UTILITIES - HEATING											
Total ***A.3621.0414.0000.0000										0.00	12.62
Total ** ELECTRICAL DEPARTMENT.CONTRACTUAL EXPENSES										0.00	1,630.95
Total Dept 3621										0.00	1,630.95
ELECTRICAL DEPARTMENT											
**COMMUNITY COUNSELING CTR.CONTRACTUAL EXPENSES											
***A.4210.0409.0000.0000											
COMMUNITY COUNSELING CTR.BUILDING IMPROVEMENTS											
55619803		02091		0000011593	SCARSDALE SECURITY SYSTEMS PAYMENT FOR FIRE ALARM MONITORING SERVICES - 234 STANLEY AVENUE	926997	08/12/2024	08/12/2024	3	0.00	264.00
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WORL ***** WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24			08/12/2024	3	0.00	102.11
Total ***A.4210.0409.0000.0000										0.00	366.11
Total ** COMMUNITY COUNSELING CTR.CONTRACTUAL EXPENSES										0.00	366.11
Total Dept 4210										0.00	366.11
COMMUNITY COUNSELING CTR											
**STREET MAINTENANCE.EQUIPMENT & OTHER											
***A.5110.0260.0000.0000											
MISC. EQUIPMENT											
55619815	20223622	02091		0000006026	SNAP ON INDUSTRIAL TOOLS/CONTRACT SERICES - CENTRAL GARAGE, HIGHWAY, SNOW & SANITATION DEPTS.	201435547	08/12/2024	08/12/2024	3	0.00	1,315.53
Total ***A.5110.0260.0000.0000										0.00	1,315.53
Total ** STREET MAINTENANCE.EQUIPMENT & OTHER										0.00	1,315.53
**STREET MAINTENANCE.CONTRACTUAL EXPENSES											
***A.5110.0407.0000.0000											
AUTOMOTIVE REPAIRS											
55619823		02091		0000006778	JOHN LEBRINI ***** HIGHWAY/FIRE/POLICE/BUILDING/FIRE DEPTS. - INSPECTIONS			08/12/2024	3	0.00	642.07
55619826		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS *****			08/12/2024	3	0.00	308.62

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 24 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.5110.0407.0000.0000											
AUTOMOTIVE REPAIRS											
55619850		02091		0000011705	MENDEL'S TRUCK & AUTO PARTS POLICE/HIGHWAY & POLICE DEPT. CREDIT - AUTOMOTIVE REPAIRS	274271	08/12/2024	08/12/2024	3	0.00	58.35
55619851		02091		0000008222	SHARE CORPORATION AUTOMOTIVE REPAIRS - SANITATION/FIRE/PARKS/HIGHWAY & SNOW DEPARTMENTS	B34020	08/12/2024	08/12/2024	3	0.00	605.52
55619905	20223692	02091		0000005006	HOFFMAN INTERNATIONAL INC. HIGHWAY DEPT. - AUTOMOTIVE REPAIRS	*****		08/12/2024	3	0.00	2,981.34
Total ***A.5110.0407.0000.0000										0.00	4,595.90
***A.5110.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	469.16
Total ***A.5110.0408.0000.0000										0.00	469.16
***A.5110.0410.0000.0000											
SUPPLIES											
55619828		02091		0000011765	MAM CO INC, NAPA AUTO PARTS NE' ***** CENTRAL GARAGE & HIGHWAY - SUPPLIES & PARKS - AUTOMOTIVE REPAIRS			08/12/2024	3	0.00	541.55
Total ***A.5110.0410.0000.0000										0.00	541.55
***A.5110.0411.0000.0000											
MATERIALS											
55619832		02091		0000004628	RCA ASPHALT LLC HIGHWAY DEPT. MATERIALS	L294337	08/12/2024	08/12/2024	3	0.00	148.40
Total ***A.5110.0411.0000.0000										0.00	148.40
Total ** STREET MAINTENANCE.CONTRACTUAL EXPENSES										0.00	5,755.01
Total Dept 5110											
STREET MAINTENANCE											
										0.00	7,070.54
**SNOW REMOVAL.CONTRACTUAL EXPENSES											
***A.5142.0407.0000.0000											
AUTOMOTIVE REPAIRS											
55619850		02091		0000011705	SHARE CORPORATION AUTOMOTIVE REPAIRS - SANITATION/FIRE/PARKS/HIGHWAY & SNOW DEPARTMENTS	274271	08/12/2024	08/12/2024	3	0.00	58.35
Total ***A.5142.0407.0000.0000										0.00	58.35

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 25 of 57
 Prepared By: CGEEDON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.5142.0421.0000.0000											
SNOW REMOVAL.CONTRACT SERVICES											
55619815	20223622	02091		0000006026	SNAP ON INDUSTRIAL TOOLS/CONTRACT SERICES - CENTRAL GARAGE, HIGHWAY, SNOW & SANITATION DEPTS.	201435547	08/12/2024	08/12/2024	3	0.00	2,192.55
Total ***A.5142.0421.0000.0000										0.00	2,192.55
Total ** SNOW REMOVAL.CONTRACTUAL EXPENSES										0.00	2,250.90
Total Dept 5142										0.00	2,250.90
SNOW REMOVAL											
**STREET LIGHTING.CONTRACTUAL EXPENSES											
***A.5182.0411.0000.0000											
MATERIALS											
55619807		02091		0000001117	GRAINGER PAYMENT FOR HID BALLAST KIT, T12, 20W (6),HID BALLAST KIT (2), HID LED 27W, 36 W, 45 W EX 39 BULB (8), SOCKET TESTER, CREDIT FOR CON EDISON UTILITY INCENTIVE	*****		08/12/2024	3	0.00	498.12
Total ***A.5182.0411.0000.0000										0.00	498.12
Total ** STREET LIGHTING.CONTRACTUAL EXPENSES										0.00	498.12
Total Dept 5182										0.00	498.12
STREET LIGHTING											
**ARTS COUNCIL CONTRACTUAL EXPENSES											
***A.7010.0410.0000.0000											
SUPPLIES											
55619773		02091		ONETIME	MICHAEL GRAHAM SUPPLIES FOR SPECIAL ARTS COUNCIL PROJECT - MINI ART GALLERY	081224	08/12/2024	08/12/2024	3	0.00	82.11
55619774		02091		ONETIME	CRISTINA LERCHEN BOTTLED WATER/BAGS OF ICE FOR JUNETEENTH ARTS COUNCIL EVENT & BRANDED ARTS COUNCIL CAN COOLERS FOR POP UP CONCERTS	08122024	08/12/2024	08/12/2024	3	0.00	278.40
Total ***A.7010.0410.0000.0000										0.00	360.51
***A.7010.0421.0000.0000											
CONTRACT SERVICES											
55619915	20223719	02091		0000011852	EXCELSIOR SYMPHONY ORCHESTRY/ ESO-070424 4TH OF JULY CONCERT HARBOR ISLAND		08/12/2024	08/12/2024	3	0.00	5,000.00
Total ***A.7010.0421.0000.0000										0.00	5,000.00
CONTRACT SERVICES											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 26 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
Total ** ARTS COUNCIL CONTRACTUAL EXPENSES										0.00	5,360.51
Total Dept 7010										0.00	5,360.51
**PARKS DEPARTMENT.EQUIPMENT & OTHER											
***A.7110.0230.0000.0000											
EQUIPMENT & TOOLS											
55619802		02091		0000000258	CLEANING SYSTEMS PAYMENT FOR UNGER GUTSY GRABBER, NIFTY GRABBER 51" (4) PURCHASES	606795	08/12/2024	08/12/2024	3	0.00	328.50
Total ***A.7110.0230.0000.0000										0.00	328.50
Total ** PARKS DEPARTMENT.EQUIPMENT & OTHER										0.00	328.50
**PARKS DEPARTMENT.CONTRACTUAL EXPENSES											
***A.7110.0407.0000.0000											
AUTOMOTIVE REPAIRS											
55619642		02091		0000001752	ARGENTO & SONS PAYMENT FOR HOSE (2), 2-CYCLE OIL, BUMP FEED HEAD (4) PURCHASES	*****	08/12/2024		3	0.00	360.90
55619806		02091		0000001752	ARGENTO & SONS PAYMENT FOR TRIMMER STRING (2), CARBURETOR GASKET, ASSEMBLY THROTTLE FOR SHOP & RED MAX, ARM (5), WHEEL KIT (5), LOCK NUT (5) FOR 1445 AND 1570 MOWERS, CARBURETOR AND GASKETS FOR HONDA EU 3000IS INVERTER,SHOP LINE SPOOL (9) PURCHASES	*****	08/12/2024		3	0.00	1,387.35
55619823		02091		0000006778	JOHN LEBRINI HIGHWAY/FIRE/POLICE/BUILDING/FIRE DEPTS. - INSPECTIONS	*****	08/12/2024		3	0.00	21.00
55619828		02091		0000011765	MAM CO INC. NAPA AUTO PARTS NE ***** CENTRAL GARAGE & HIGHWAY - SUPPLIES & PARKS - AUTOMOTIVE REPAIRS	*****	08/12/2024		3	0.00	46.58
55619850		02091		0000011705	SHARE CORPORATION AUTOMOTIVE REPAIRS - SANITATION/FIRE/PARKS/HIGHWAY & SNOW DEPARTMENTS	274271	08/12/2024	08/12/2024	3	0.00	58.35
Total ***A.7110.0407.0000.0000										0.00	1,874.18
***A.7110.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	793.62
Total ***A.7110.0408.0000.0000										0.00	793.62
***A.7110.0409.0000.0000											
BLDG. & PARK IMPROV.											
55619632		02091		0000000130	RICHARD MANGONE/MANGONES FAI A 41615		08/12/2024	08/12/2024	3	0.00	312.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 27 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND													
***A.7110.0409.0000.0000 BLDG. & PARK IMPROV.													
	55619636		02091		0000008729	RICHARD MANGONE/MANGONES FAI	PAYMENT FOR SENIOR CENTER FLOWER HANGING BASKETS (13) PURCHASE		08/12/2024	08/12/2024	3	0.00	89.31
	55619804		02091		0000010928	CENTRAL TURF & IRRIGATION SUPPI	PAYMENT FOR PVC BALL VALVE (6), ORB RING BASE PURCHASES	16138281-00	08/12/2024	08/12/2024	3	0.00	109.99
	55619805		02091		0000006625	AMAZON CAPITAL SERVICES	PAYMENT FOR TOUCHLESS BATHROOM SINK FAUCET PURCHASE	1GFQ-D1FD-LGTN	08/12/2024	08/12/2024	3	0.00	8.78
	55619896		02091		0000006705	VITOLITE ELECTRICAL SUPPLIES	PAYMENT FOR ELECTRICAL SUPPLIES PURCHASES	196447	08/12/2024	08/12/2024	3	0.00	49.39
	55619896		02091		0000006705	K.R.B. INC.	PAYMENT FOR NUT SETTER, BIT HOLDER, LAG SCREWS PURCHASE	*****		08/12/2024	3	0.00	40.93
						K.R.B. INC.	PAYMENT FOR OUTLET, SCREWS EXTRACTOR, MAGNET LIGHT PURCHASES	*****		08/12/2024	3	0.00	
Total	***A.7110.0409.0000.0000 BLDG. & PARK IMPROV.											0.00	610.40
***A.7110.0410.0000.0000 SUPPLIES													
	55619633		02091		0000011773	PARTS AUTHORITY LLC	PAYMENT FOR FREON (2), PARTS CLEANER (2) PURCHASE	326-226552	08/12/2024	08/12/2024	3	0.00	134.02
	55619896		02091		0000006705	K.R.B. INC.	PAYMENT FOR BRUTE CANS (8), BEE SPRAY (3), LOCKTITE, BOLTS, CHANNEL LOCK PLIERS, SOCKET SCREWS (2), BRUTE BUCKET PURCHASES	*****		08/12/2024	3	0.00	333.01
Total	***A.7110.0410.0000.0000 SUPPLIES											0.00	467.03
***A.7110.0414.0000.0000 UTILITIES - HEATING													
	55619883	20223710	02091		0000000125	CON EDISON	BILLING PERIOD CHARGES FROM 06/17/24-07/18/24	*****		08/12/2024	3	0.00	88.31
Total	***A.7110.0414.0000.0000 UTILITIES - HEATING											0.00	88.31
***A.7110.0415.0000.0000 UTILITIES - WATER													
	55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WORKS	WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24	*****		08/12/2024	3	0.00	4,859.48
Total	***A.7110.0415.0000.0000 UTILITIES - WATER											0.00	4,859.48
***A.7110.0416.0000.0000 UTILITIES- ELECTRIC													
	55619883	20223710	02091		0000000125	CON EDISON	BILLING PERIOD CHARGES FROM 06/17/24-07/18/24	*****		08/12/2024	3	0.00	835.06
Total	***A.7110.0416.0000.0000 UTILITIES- ELECTRIC											0.00	835.06
***A.7110.0420.0000.0000 PARKS DEPT BUILDING MAINTENANCE													
	55619896		02091		0000006705	K.R.B. INC.	PAYMENT FOR THREAD SEALANT, BASIN BUDDY, 6" EXTENSION BIT, LONG	*****		08/12/2024	3	0.00	76.37

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 28 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
***A.7110.0420.0000.0000 PARKS DEPT BUILDING MAINTENANCE											
					K.R.B. INC.						
					RIVETS, RIVETS, DOOR HASP PURCHASES						
Total ***A.7110.0420.0000.0000										0.00	76.37
***A.7110.0421.0000.0000 CONTRACT SERVICES											
55619634		02091		0000003655	MCGUIRE'S MECHANICAL CONTRAC 17960		08/12/2024	08/12/2024	3	0.00	291.50
					PAYMENT FOR TOILET REPAIR SERVICE FOR EAST BASIN LADIES BATHROOM						
55619635		02091		0000003562	DANA PEST CONTROL 280836		08/12/2024	08/12/2024	3	0.00	95.00
					PAYMENT FOR MONTHLY PEST CONTROL SERVICE						
Total ***A.7110.0421.0000.0000										0.00	386.50
Total ** PARKS DEPARTMENT.CONTRACTUAL EXPENSES										0.00	9,990.95
Total Dept 7110										0.00	10,319.45
**RECREATION ADMINISTRATION.CONTRACTUAL EXPENSES											
***A.7140.0403.0000.0000 PRINTING & STATIONERY											
55619609		02091		0000010819	SUSAN NAGIB 835		08/12/2024	08/12/2024	3	0.00	309.00
					PAYMENT FOR GRAPHIC DESIGN SERVICES - LAFAYETTE RETURN FLYER						
55619784		02091		0000010819	SUSAN NAGIB 841		08/12/2024	08/12/2024	3	0.00	264.00
					PAYMENT FOR GRAPHIC DESIGN SERVICES - FAMILY CAMP OUT/WONKA MOVIE EVENT						
55619852		02091		0000011160	VINNIE PINSTRIPE INC 22975		08/12/2024	08/12/2024	3	0.00	462.00
					PAYMENT FOR 6X3 LIVE WELL BANNERS (2), 2X5 BANNERS (3) PURCHASE						
Total ***A.7140.0403.0000.0000										0.00	1,035.00
***A.7140.0410.0000.0000 RECREATION SUPPLIES											
55619780		02091		0000010928	AMAZON CAPITAL SERVICES 1PYF-CD63-4X4Q		08/12/2024	08/12/2024	3	0.00	188.52
					PAYMENT FOR PORTABLE LED LIGHTS,CAMPING LANTERN (2), KEY TAGS, ENTRY KEY LOCKER, AC TO DC CONVERTER PURCHASES						
55619783		02091		0000008610	STAPLES INC. AND SUBSIDIARIES 6007111966		08/12/2024	08/12/2024	3	0.00	95.46
					PAYMENT FOR CANON 126 BLACK TONER PURCHASE						
55619894	20223661	02091		0000010928	AMAZON CAPITAL SERVICES *****			08/12/2024	3	0.00	821.55
					PAYMENT FOR PORTABLE LED LIGHT, POWER STATION, CARDBOARD TRASH CANS, 67W USB C CHARGER, USB C CABLE PURCHASES						
55619895		02091		0000003405	THOMPSON LOCK COMPANY 145111		08/12/2024	08/12/2024	3	0.00	15.00
					PAYMENT FOR KEY CUTTING SERVICES (3)						
55619897		02091		0000006705	K.R.B. INC. *****			08/12/2024	3	0.00	60.80

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 29 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.7140.0410.0000.0000											
RECREATION SUPPLIES											
K.R.B. INC. PAYMENT FOR GORILLA GLUE (2), BRASS COUPLER (2), ANT TRAPS, ANT DUST PURCHASES											
Total ***A.7140.0410.0000.0000										0.00	1,181.33
***A.7140.0421.0000.0000											
CONTRACT SERVICES											
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS 2X PIC10 POSTBASE INKJET CARTRIDGE	AR173431	08/12/2024	08/12/2024	3	0.00	34.23
55619782		02091		0000003562	DANA PEST CONTROL PAYMENT FOR MONTHLY PEST CONTROL SERVICE	282625	08/12/2024	08/12/2024	3	0.00	95.00
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC. CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.	34064729	08/12/2024	08/12/2024	3	0.00	498.35
Total ***A.7140.0421.0000.0000										0.00	627.58
Total ** RECREATION ADMINISTRATION.CONTRACTUAL EXPENSES										0.00	2,843.91
Total Dept 7140										0.00	2,843.91
**COMMUNITY REC CONTRACTUAL EXPENSES											
***SPRING SOFTBALL											
****A.7141.0424.0220.0000											
SPRING SOFTBALL - EQUIPMENT & CAPITAL OUTLAY											
55619645		02091		0000008194	CROWN TROPHY PAYMENT FOR SOFTBALL TROPHIES (6) PURCHASE	NR-22727	08/12/2024	08/12/2024	3	0.00	360.00
55619859	20223658	02091		0000000917	ARC SPORTS PAYMENT FOR SOFTBALL SCOREBOOKS (6), DOZEN - PRO-NINE 44YSC YELLOW 12" SLOWPITCH SOFTBALL (68) PURCHASES	071924M	08/12/2024	08/12/2024	3	0.00	1,500.00
Total ****A.7141.0424.0220.0000										0.00	1,860.00
Total *** SPRING SOFTBALL										0.00	1,860.00
***FALL SOFTBALL											
****A.7141.0425.0220.0000											
FALL SOFTBALL - EQUIPMENT & CAPITAL OUTLAY											
55619859	20223658	02091		0000000917	ARC SPORTS PAYMENT FOR SOFTBALL SCOREBOOKS (6), DOZEN - PRO-NINE 44YSC YELLOW 12" SLOWPITCH SOFTBALL (68) PURCHASES	071924M	08/12/2024	08/12/2024	3	0.00	415.55

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 30 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No. PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A										
GENERAL FUND										
***A.7141.0425.0220.0000 FALL SOFTBALL - EQUIPMENT & CAPITAL OUTLAY										
Total ***A.7141.0425.0220.0000 FALL SOFTBALL - EQUIPMENT & CAPITAL OUTLAY									0.00	415.55
Total *** FALL SOFTBALL									0.00	415.55
Total ** COMMUNITY REC CONTRACTUAL EXPENSES									0.00	2,275.55
Total Dept 7141 COMMUNITY RECREATION PROGRAMS									0.00	2,275.55
**BEACH /BEACH.CONTRACTUAL EXPENSES										
***A.7142.0410.0000.0000 BEACH SUPPLIES										
55619614	02091		0000009423	W.B. MASON CO. INC. ***** PAYMENT FOR WATER DELIVERY SERVICE AND WATER BOTTLE RETURN (6)		08/12/2024		3	0.00	77.94
Total ***A.7142.0410.0000.0000 BEACH SUPPLIES									0.00	77.94
***A.7142.0415.0000.0000 UTILITIES - WATER										
55619889	20223711	02091	000000136	WESTCHESTER JOINT WATER WORK ***** WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24		08/12/2024		3	0.00	18,864.24
Total ***A.7142.0415.0000.0000 UTILITIES - WATER									0.00	18,864.24
Total ** BEACH /BEACH.CONTRACTUAL EXPENSES									0.00	18,942.18
Total Dept 7142 BEACH									0.00	18,942.18
**DAY CAMP / DAY CAMP.CONTRACTUAL EXPENSES										
***A.7143.0406.0000.0000 TRAINING & CONFERENCE										
55619865	02091		0000010744	SOUTHEASTERN SECURITY CONSUL 48438 PAYMENT FOR SEASONAL STAFF BACKGROUND CHECK SERVICES		08/12/2024	08/12/2024	3	0.00	111.00
Total ***A.7143.0406.0000.0000 TRAINING & CONFERENCE									0.00	111.00
***A.7143.0410.0000.0000 SUPPLIES										
55619608	02091		0000008619	CINTAS CORPORATION NO. 2 PAYMENT FOR FIRST AID CABINET SUPPLIES FOR CAMP	5221716474	08/12/2024	08/12/2024	3	0.00	803.86
55619647	02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** PAYMENT FOR CAMP SUPPLIES AND COPY PAPER PURCHASES		08/12/2024	08/12/2024	3	0.00	150.49

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
Page 31 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.7143.0410.0000.0000											
SUPPLIES											
55619786		02091		0000010928	AMAZON CAPITAL SERVICES PAYMENT FOR TIE DYE KIT (4) PURCHASE	17CY-P6XT-LCXY	08/12/2024	08/12/2024	3	0.00	87.26
Total	***A.7143.0410.0000.0000				SUPPLIES					0.00	1,041.61
***A.7143.0422.0000.0000											
FEES											
55619778		02091		0000004889	PIZZA GOURMET PAYMENT FOR PIZZA FOR DAY CAMP - 07/26/2024	193621	08/12/2024	08/12/2024	3	0.00	1,314.07
55619824		02091		0000004889	PIZZA GOURMET PAYMENT FOR PIZZA FOR CAMP STAFF AND CAMPERS - 08/02/2024	192266	08/12/2024	08/12/2024	3	0.00	969.74
55619860	20223657	02091		0000003827	ROYAL COACH LINES PAYMENT FOR CAMP FIELD TRIPS - 7/8/24, 7/9/24, 7/11/24	INV107892	08/12/2024	08/12/2024	3	0.00	6,115.00
55619890	20223684	02091		0000003827	ROYAL COACH LINES PAYMENT FOR CAMP FIELD TRIPS - 7/22/2024 & 7/24/2024	INV108856	08/12/2024	08/12/2024	3	0.00	3,360.00
55619892	20223675	02091		0000011560	BOLERIA BRAZILIAN BAKERY PAYMENT FOR CAMP TRIP TO BOLERIA BRAZILIAN BAKERY - 07/25/2024	51	08/12/2024	08/12/2024	3	0.00	2,325.00
Total	***A.7143.0422.0000.0000				FEES					0.00	14,083.81
Total	** DAY CAMP / DAY CAMP.CONTRACTUAL EXPENSES									0.00	15,236.42
Total Dept 7143					DAY CAMP					0.00	15,236.42
**MARINE EDUCATION CENTER.EQUIPMENT & OTHER											
***A.7146.0220.0000.0000											
MARINE EDUCATION CENTER.OFFICE EQUIPMENT											
55619605		02091		0000010928	AMAZON CAPITAL SERVICES MOWING GRASS FOR BDAY PARTIES	1FWX-CHMC-ND9	08/12/2024	08/12/2024	3	0.00	99.00
Total	***A.7146.0220.0000.0000				MARINE EDUCATION CENTER.OFFICE EQUIPMENT					0.00	99.00
Total	** MARINE EDUCATION CENTER.EQUIPMENT & OTHER									0.00	99.00
**MARINE EDUCATION CENTER.CONTRACTUAL EXPENSES											
***A.7146.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	165.52
Total	***A.7146.0408.0000.0000				FUEL, OIL & LUBRICANTS					0.00	165.52

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 32 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.7146.0410.0000.0000											
MARINE EDUCATION CENTER.SUPPLIES											
55619597		02091		0000010928	AMAZON CAPITAL SERVICES SUPPLIES FOR BDAY PARTIES	167X-J1GV-4H3J	08/12/2024	08/12/2024	3	0.00	46.98
55619598		02091		0000010928	AMAZON CAPITAL SERVICES DISPLAY CASE FOR MOON SNAIL	134X-JLGJ-1NLJ	08/12/2024	08/12/2024	3	0.00	14.04
55619599		02091		0000010928	AMAZON CAPITAL SERVICES SUPPLIES FOR MEC	1F6Q-3CJT-1MWC	08/12/2024	08/12/2024	3	0.00	61.87
55619600		02091		0000006705	K.R.B. INC. SUPPLIES FOR MEC	12126	08/12/2024	08/12/2024	3	0.00	57.62
55619602		02091		0000006705	K.R.B. INC. SUPPLIES FOR MEC	12832	08/12/2024	08/12/2024	3	0.00	137.95
55619603		02091		0000006705	K.R.B. INC. SUPPLIES FOR MEC	21487	08/12/2024	08/12/2024	3	0.00	43.35
55619607		02091		0000010928	AMAZON CAPITAL SERVICES SUPPLIES FOR MEC	1CJL-KWKV-R6JX	08/12/2024	08/12/2024	3	0.00	143.78
Total	***A.7146.0410.0000.0000				MARINE EDUCATION CENTER.SUPPLIES					0.00	505.59
***A.7146.0421.0000.0000											
MARINE EDUCATION CENTER.CONTRACT SERVICES											
55619643		02091		0000009051	ADT SECURITY SERVICES INC. ALARM MONITORING SYSTEM CHARGES 07/14/24 - 08/13/24	1072322302	08/12/2024	08/12/2024	3	0.00	63.66
55619817		02091		0000010760	HOUSE OF FINS LLC SERVICE JUNE	0000127582	08/12/2024	08/12/2024	3	0.00	1,000.00
55619818		02091		0000010760	HOUSE OF FINS LLC NEW POWER SUPPLY FOR TANKS	0000127984	08/12/2024	08/12/2024	3	0.00	129.99
55619819		02091		0000010760	HOUSE OF FINS LLC MONTHLY SERVICE JULY	0000128925	08/12/2024	08/12/2024	3	0.00	1,000.00
55619853		02091		0000004498	NYS THRUWAY AUTHORITY MARINE EDUCATION CENTER/FORMER KEEPS VAN & DPW FOREMAN'S TRUCK - TOLLS BY MAIL	*****		08/12/2024	3	0.00	29.09
Total	***A.7146.0421.0000.0000				MARINE EDUCATION CENTER.CONTRACT SERVICES					0.00	2,222.74
Total	** MARINE EDUCATION CENTER.CONTRACTUAL EXPENSES									0.00	2,893.85
Total Dept 7146					MARINE EDUCATION CENTER					0.00	2,992.85
**MARINA & DOCKS.EQUIPMENT & OTHER											
***A.7230.0220.0000.0000											
OFFICE EQUIPMENT											
55619660		02091		0000010928	AMAZON CAPITAL SERVICES HARBOR MASTER - NEW HOSE REEL FOR SHOP AND COFFEE FOR OFFICE	*****		08/12/2024	3	0.00	46.65
Total	***A.7230.0220.0000.0000				OFFICE EQUIPMENT					0.00	46.65

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 33 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
Total ** MARINA & DOCKS.EQUIPMENT & OTHER										0.00	46.65
**MARINA & DOCKS.CONTRACTUAL EXPENSES											
**A.7230.0408.0000.0000 FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	102.77
Total ***A.7230.0408.0000.0000 FUEL, OIL & LUBRICANTS										0.00	102.77
**A.7230.0414.0000.0000 UTILITIES - HEATING											
55619883	20223710	02091		0000000125	CON EDISON BILLING PERIOD CHARGES FROM 06/17/24-07/18/24	*****		08/12/2024	3	0.00	25.22
Total ***A.7230.0414.0000.0000 UTILITIES - HEATING										0.00	25.22
**A.7230.0415.0000.0000 UTILITIES - WATER											
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WOR WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24	*****		08/12/2024	3	0.00	1,606.96
Total ***A.7230.0415.0000.0000 UTILITIES - WATER										0.00	1,606.96
**A.7230.0420.0000.0000 BUILDING MAINTENANCE											
55619659		02091		0000000141	RICKERT LOCK & SAFE CO. HARBOR MASTER - KEYS FOR SHOP LOCKS AND CABINETS	12058	08/12/2024	08/12/2024	3	0.00	17.00
55619660		02091		0000010928	AMAZON CAPITAL SERVICES HARBOR MASTER - NEW HOSE REEL FOR SHOP AND COFFEE FOR OFFICE	*****		08/12/2024	3	0.00	167.99
Total ***A.7230.0420.0000.0000 BUILDING MAINTENANCE										0.00	184.99
**A.7230.0421.0000.0000 CONTRACT SERVICES											
55619661		02091		0000009619	CINTAS CORPORATION NO. 2 HARBOR MASTER - FIRST AID KIT SERVICE	5220073004	08/12/2024	08/12/2024	3	0.00	22.74
55619662		02091		0000003655	MCGUIRE'S MECHANICAL CONTRAC HARBOR MASTER - EAST BASIN PUMPOUT REPAIR	17966	08/12/2024	08/12/2024	3	0.00	1,322.22
55619775		02091		0000009493	SUPERIOR OFFICE SYSTEMS 2X PIC10 POSTBASE INKJET CARTRIDGE	AR173431	08/12/2024	08/12/2024	3	0.00	10.27
55619879	20223706	02091		0000009119	CANON FINANCIAL SERVICES INC. CANON 07/20/24-08/19/24 MONTHLY PRINTING SERV.	34064729	08/12/2024	08/12/2024	3	0.00	149.54
Total ***A.7230.0421.0000.0000 CONTRACT SERVICES										0.00	1,504.77
**A.7230.0435.0000.0000 MARINE REPAIR & STORAGE											
55619668		02091		0000011344	LAND N SEA DISTRIBUTING INC., LNE HARBOR MASTER - PUMP AND FLASH FITTING FOR REC BOAT	57864046	08/12/2024	08/12/2024	3	0.00	160.79

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 34 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.7230.0435.0000.0000											
MARINE REPAIR & STORAGE											
55619844		02091		0000010097	DAVID CASTILLO HARBOR MASTER - BOAT WASH 350 - WEEKLY	6973	08/12/2024	08/12/2024	3	0.00	300.00
Total ***A.7230.0435.0000.0000										0.00	460.79
Total ** MARINA & DOCKS.CONTRACTUAL EXPENSES										0.00	3,885.50
Total Dept 7230										0.00	3,932.15
**HISTORIAN.CONTRACTUAL EXPENSES											
***A.7510.0421.0000.0000											
CONTRACT SERVICES											
55619868	20223666	02091		0000004647	REGATTA CONDOMINIUM AUGUST 2024 - COMMON CHGS, PARKING, STORAGE, SPECIAL ASSESSMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	945.78
Total ***A.7510.0421.0000.0000										0.00	945.78
Total ** HISTORIAN.CONTRACTUAL EXPENSES										0.00	945.78
Total Dept 7510										0.00	945.78
**CELEBRATIONS.CONTRACTUAL EXPENSES											
***INDEPENDENCE DAY & 4TH OF JULY FIREWORKS											
****A.7550.0432.0421.0000											
INDEPENDENCE DAY CONTRACTUAL SERVICES											
55619615	20223496	02091		0000011394	SANTORE'S WORLD FAMOUS FIREW 240704VM PAYMENT FOR FIREWORKS DISPLAY - 7/4/2024		08/12/2024	08/12/2024	3	0.00	25,000.00
55619861	20223634	02091		0000011547	UNITED SITE SERVICES NORTHEAST 114-13890359 PAYMENT FOR PORTABLE RESTROOM SERVICES FOR INDEPENDENCE DAY HOLIDAY EVENT		08/12/2024	08/12/2024	3	0.00	1,886.95
Total ****A.7550.0432.0421.0000										0.00	26,886.95
Total *** INDEPENDENCE DAY & 4TH OF JULY FIREWORKS										0.00	26,886.95
***HIP MONARCH BUTTERFLY FESTIVAL											
****A.7550.0444.0220.0000											
HIP MONARCH BUTTERFLY FESTIVAL EQUIPMENT											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 35 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
****A.7550.0444.0220.0000 HIP MONARCH BUTTERFLY FESTIVAL EQUIPMENT											
55619894	20223661	02091		0000010928	AMAZON CAPITAL SERVICES ***** PAYMENT FOR ACRYLIC SIGN HOLDER (2) PURCHASE			08/12/2024	3	0.00	40.87
Total ****A.7550.0444.0220.0000 HIP MONARCH BUTTERFLY FESTIVAL EQUIPMENT										0.00	40.87
Total *** HIP MONARCH BUTTERFLY FESTIVAL										0.00	40.87
***SUMMER ON THE AVENUE BLOCK PARTY											
****A.7550.0450.0220.0000 SUMMER ON THE AVENUE BLOCK PARTY EQUIPMENT											
55619606		02091		0000011160	VINNIE PINSTRIPE INC 22911 PAYMENT FOR WHITE TEES (26) FOR BLOCK PARTY EVENT		08/12/2024	08/12/2024	3	0.00	312.00
55619630		02091		0000008707	EMILIO'S BRICK OVEN PIZZA 206800 PAYMENT FOR STAFF DINNER FOR BLOCK PARTY EVENT		08/12/2024	08/12/2024	3	0.00	168.42
55619894	20223661	02091		0000010928	AMAZON CAPITAL SERVICES ***** PAYMENT FOR BLOCK PARTY SUPPLIES (COTTON CANDY, SYRUP, POPCORN SUPPLIES) PURCHASES			08/12/2024	3	0.00	1,044.44
Total ****A.7550.0450.0220.0000 SUMMER ON THE AVENUE BLOCK PARTY EQUIPMENT										0.00	1,524.86
Total *** SUMMER ON THE AVENUE BLOCK PARTY										0.00	1,524.86
***CAMP OUT & MOVIE NIGHT											
****A.7550.0456.0220.0000 CAMP OUT & MOVIE NIGHT EQUIP & CAPITAL OUTLAY											
55619893		02091		0000010928	AMAZON CAPITAL SERVICES 1MQ9-L63P-134L PAYMENT FOR BAMBOO ROASTING STICKS, GENERATOR BAG, 24 GALLON STORAGE BOX, GRAHAM CRACKERS (2), LED LIGHT BAR, POWER BANK, CARABINER, POWER STRIP, EXTENSION CORD HOLDER PURCHASES		08/12/2024	08/12/2024	3	0.00	581.51
55619894	20223661	02091		0000010928	AMAZON CAPITAL SERVICES ***** PAYMENT FOR LED CHAINABLE LIGHTS (2), POP-UP CANOPY TENT PURCHASES			08/12/2024	3	0.00	369.72
Total ****A.7550.0456.0220.0000 CAMP OUT & MOVIE NIGHT EQUIP & CAPITAL OUTLAY										0.00	951.23
Total *** CAMP OUT & MOVIE NIGHT										0.00	951.23
***TIKI PARTY & MOVIE NIGHT											
****A.7550.0458.0220.0000 TIKI PARTY & MOVIE EQUIPMENT AND CAPITAL OUTLAY											
55619604		02091		0000008707	EMILIO'S BRICK OVEN PIZZA 205844 PAYMENT FOR STAFF DINNER FOR TIKI PARTY EVENT		08/12/2024	08/12/2024	3	0.00	187.43
55619610		02091		000000258	CLEANING SYSTEMS 606784		08/12/2024	08/12/2024	3	0.00	484.50

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
Page 36 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
****A.7550.0458.0220.0000 TIKI PARTY & MOVIE EQUIPMENT AND CAPITAL OUTLAY											
CLEANING SYSTEMS PAYMENT FOR GARBAGE CAN LINERS(6), PLASTIC CUPS (3) PURCHASES											
Total ****A.7550.0458.0220.0000 TIKI PARTY & MOVIE EQUIPMENT AND CAPITAL OUTLAY										0.00	671.93
Total *** TIKI PARTY & MOVIE NIGHT										0.00	671.93
Total ** CELEBRATIONS.CONTRACTUAL EXPENSES										0.00	30,075.84
Total Dept 7550 CELEBRATIONS										0.00	30,075.84
**PLANNING.CONTRACTUAL EXPENSES											
***A.8020.0405.0000.0000 MUNI DUES & SUBSCRIP											
55619798		02091		0000000395	WESTCHESTER MUNICIPAL PLANNIN 080124 PAYMENT FOR WESTCHESTER MUNICIPAL PLANNING FEDERATION ANNUAL MEMBERSHIP RENEWAL		08/12/2024	08/12/2024	3	0.00	300.00
Total ***A.8020.0405.0000.0000 MUNI DUES & SUBSCRIP										0.00	300.00
***A.8020.0410.0000.0000 SUPPLIES											
55619797		02091		0000010928	AMAZON CAPITAL SERVICES 1GFG-FF49-4RJG PAYMENT FOR DESKTOP SOLAR BATTERY CALCULATOR PURCHASE		08/12/2024	08/12/2024	3	0.00	16.99
Total ***A.8020.0410.0000.0000 SUPPLIES										0.00	16.99
Total ** PLANNING.CONTRACTUAL EXPENSES										0.00	316.99
Total Dept 8020 PLANNING										0.00	316.99
**SANITATION/WASTE COLLECTION.CONTRACTUAL EXPENSES											
***A.8180.0407.0000.0000 AUTOMOTIVE REPAIRS											
55619829		02091		0000011773	PARTS AUTHORITY LLC ***** SANITATION & POLICE DEPTS. - AUTOMOTIVE REPAIRS			08/12/2024	3	0.00	10.17
55619846		02091		0000000691	STAROPOLI BROTHERS, INC. ***** NYS INSPECTIONS ON 2 SANITATION TRUCKS - #83 & #89			08/12/2024	3	0.00	240.00
55619847		02091		0000011487	INDEPENDENT TIRE SERVICE, INC. 1383 SANITATION TRUCK #89 - AUTOMOTIVE REPAIRS		08/12/2024	08/12/2024	3	0.00	587.37
55619850		02091		0000011705	SHARE CORPORATION 274271 SANITATION TRUCK #89 - AUTOMOTIVE REPAIRS		08/12/2024	08/12/2024	3	0.00	58.35

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 37 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.8160.0407.0000.0000											
AUTOMOTIVE REPAIRS											
SHARE CORPORATION AUTOMOTIVE REPAIRS - SANITATION/FIRE/PARKS/HIGHWAY & SNOW DEPARTMENTS											
55619903	20223701	02091		0000005735	GABRIELLI TRUCK SALES LTD.	2080FS	08/12/2024	08/12/2024	3	0.00	1,914.34
Total ***A.8160.0407.0000.0000										0.00	2,810.23
***A.8160.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	87.69
Total ***A.8160.0408.0000.0000										0.00	87.69
***A.8160.0421.0000.0000											
CONTRACT SERVICES											
55619815	20223622	02091		0000006026	SNAP ON INDUSTRIAL TOOLS/CONTRACT SERVICES - CENTRAL GARAGE, HIGHWAY, SNOW & SANITATION DEPTS.	201435547	08/12/2024	08/12/2024	3	0.00	2,402.57
55619906	20223680	02091		0000004058	E-Z PASS REPLENISHMENT TO ACCOUNT # 169198836	REPLENISHAUG2	08/12/2024	08/12/2024	3	0.00	2,000.00
55619908	20223670	02091		0000000238	WESTCHESTER COUNTY DEPT OF E FADV24015R-06 SOLID WASTE - JUNE 2024		08/12/2024	08/12/2024	3	0.00	28,044.33
Total ***A.8160.0421.0000.0000										0.00	32,446.90
Total ** SANITATION/WASTE COLLECTION.CONTRACTUAL EXPENS										0.00	35,344.82
Total Dept 8160										0.00	35,344.82
**STREET CLEANING.CONTRACTUAL EXPENSES											
***A.8170.0407.0000.0000											
AUTOMOTIVE REPAIRS											
55619792		02091		0000000043	BEN ROMEO CO INC SWEEPER REPAIRS	74482	08/12/2024	08/12/2024	3	0.00	780.00
55619825		02091		0000010332	LONG ISLAND SANITATION EQUIPME SWEEPER REPAIRS	46781	08/12/2024	08/12/2024	3	0.00	116.84
Total ***A.8170.0407.0000.0000										0.00	896.84
Total ** STREET CLEANING.CONTRACTUAL EXPENSES										0.00	896.84
Total Dept 8170										0.00	896.84

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 38 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
**SHADE TREES.CONTRACTUAL EXPENSES											
***A.8560.0413.0000.0000											
TREE REFORESTATION											
55619776		02091		0000005139	GAIL KOLLER	GK08122024	08/12/2024	08/12/2024	3	0.00	19.93
											REIMBURSEMENT FOR PURCHASE OF TREE SEEDS FOR TREE COMMITTEE
55619910		02091		0000005139	GAIL KOLLER	GK208122024	08/12/2024	08/12/2024	3	0.00	9.99
											REIMBURSEMENT - 16 QT. BAG OF POTTING SOIL
Total ***A.8560.0413.0000.0000										0.00	29.92
Total ** SHADE TREES.CONTRACTUAL EXPENSES										0.00	29.92
Total Dept 8560										0.00	29.92
SHADE TREES											
**STORM & FLOOD EMERGENCY RESPONSE.CONTRACTUAL EXPENSES											
***A.8745.0421.0000.0000											
CONTRACT SERVICES											
55619822	20223677	02091		0000011718	LIVEVIEW TECHNOLOGIES, INC	*****		08/12/2024	3	0.00	8,134.40
											LIVEVIEW REMAINING PAYMENTS
Total ***A.8745.0421.0000.0000										0.00	8,134.40
Total ** STORM & FLOOD EMERGENCY RESPONSE.CONTRACTUAL										0.00	8,134.40
Total Dept 8745										0.00	8,134.40
STORM & FLOOD EMERGENCY RESPONSE											
**STORM IDA RESPONSE & RECOVERY.CONTRACTUAL EXPENSES											
***A.8748.0421.0000.0000											
CONTRACT SERVICES											
55619884	20221629	02091		0000011239	KELLARD SESSIONS CONSULTING, K 30562		08/12/2024	08/12/2024	3	0.00	1,937.50
											JEFFERSON AVENUE/WOOD STREET - STORMWATER EVALUATION AND IMPROVEMENT PLAN
Total ***A.8748.0421.0000.0000										0.00	1,937.50
Total ** STORM IDA RESPONSE & RECOVERY.CONTRACTUAL EXPE										0.00	1,937.50
Total Dept 8748										0.00	1,937.50
STORM IDA RESPONSE & RECOVERY											

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 39 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No. PO No.	Check ID Check No.	Vendor Code Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount	
Fund A										
GENERAL FUND										
**REMNANTS OF OPHELIA.CONTRACTUAL EXPENSES										
***A.8749.0421.0000.0000										
REMNANTS OF OPHELIA.CONTRACT SERVICES										
55619864	20223679	02091	0000011478	JOE'S WELDING AND FABRICATION I 1552 HARBOR MASTER - FABRICATE CUSTOM ADAPTER PLATES TO INSTALL GANGWAYS ON EXISTING SEAWALL, CONSTRUCTED OF UNEVEN STONE AND INSTALL GANGWAYS	10003733	08/12/2024	08/12/2024	3	0.00	5,600.00
Total ***A.8749.0421.0000.0000								0.00	5,600.00	
Total ** REMNANTS OF OPHELIA.CONTRACTUAL EXPENSES								0.00	5,600.00	
Total Dept 8749								0.00	5,600.00	
**EMPLOYEE BENEFITS.EMPLOYEE BENEFITS										
Total ** EMPLOYEE BENEFITS.EMPLOYEE BENEFITS								0.00	14,273.78	
Total Dept 9000								0.00	0.00	
**WORKERS COMPENSATION										
***A.9040.0801.0000.0000										
WORKERS COMPENSATION.WOKRERS COMPENSATION										
55619870	20223668	02091	0000004593	PERMA 2024 OPEN TAIL CLAIMS ADMINISTRATION FEE (3 @ \$700.00 EACH)	10003733	08/12/2024	08/12/2024	3	0.00	2,100.00
Total ***A.9040.0801.0000.0000								0.00	2,100.00	
Total ** WORKERS COMPENSATION								0.00	2,100.00	
Total Dept 9040								0.00	2,100.00	
***A.9045.0805.0000.0000										
GROUP LIFE INSURANCE										
55619849	02091	0000010337	ABACAR INSURANCE AGENCY 12571 ABACARINSURANCE/EMPLOYEE LIFE INSURANCE FOR THE MONTH OF AUGUST 2024	12571	08/12/2024	08/12/2024		3	0.00	612.00
Total ***A.9045.0805.0000.0000								0.00	612.00	
Total Dept 9045								0.00	612.00	

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 40 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A GENERAL FUND											
***A.9050.0806.0000.0000 UNEMPLOYMENT INSURANCE											
55619766		02091		0000006538	TALX UC EXPRESS UNEMPLOYMENT CASE MANAGEMENT FROM 07-01-24 - 09-30-24 - CLAIMS- LACK OF WORK	2061157814	08/12/2024	08/12/2024	3	0.00	250.00
Total ***A.9050.0806.0000.0000 UNEMPLOYMENT INSURANCE										0.00	250.00
Total Dept 9050 UNEMPLOYMENT INSURANCE										0.00	250.00
**HOSPITAL & MEDICAL INS..EMPLOYEE BENEFITS											
***A.9060.0804.0001.0000 MEDICARE REIMBURSEMENT											
55619675		02091		0000000950	ADELE WOODRUFF MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619676		02091		0000008602	ALEXANDER RICOZZI & ELIZABETH R MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619677		02091		0000006906	ANN MALAVET MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619678		02091		0000005488	ANTONIO & RITA NICOLELLI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619679		02091		0000004370	CAROL A. VITTI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619680		02091		0000007266	CHARLES DI RUZZIO/SHARON DI RUZ MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619681		02091		0000010019	DAVID HAMMOND SR. & BARBARA H/ MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619682		02091		0000007922	DAWN SARLO AND JOHN P. SARLO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619683		02091		0000009392	DIANA L. TORRE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619684		02091		0000006945	EDWARD ENSIGN JR. & JUDITH ENSI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	369.00
55619685		02091		0000006017	EDWARD K. MURRAY MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619686		02091		0000010062	MARIE HARTNETT MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619687		02091		0000011497	JOAN TURNER MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619688		02091		0000007272	ETHEL GOETZ MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619689		02091		0000006715	FRANK ADAMO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619690		02091		0000006462	MARK DELITTA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619691		02091		0000009654	MARYELLEN DOPPKE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 41 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.9080.0804.0001.0000											
MEDICARE REIMBURSEMENT											
					MARYELLEN DOPPKE MEDICARE REIMBURSEMENT						
55619692		02091		0000005985	FRANK BONACCI AND JOANN BONAC AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619693		02091		0000006277	FREDERICK J. BARILE & VIRGINIA M. AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	369.00
55619694		02091		0000006205	MATTHEW FOSELLA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619695		02091		0000009827	GERALDINE DIAMOND MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619696		02091		0000008221	HENRY RUFFLER MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619697		02091		0000000402	IRENE ROMANI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619698		02091		0000009708	JAMES J. DONNELLAN / JACQUELINE AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619699		02091		0000006335	MICHAEL AVOLIO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619700		02091		0000008280	JAMES MANCUSI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	135.50
55619701		02091		0000003329	JEANETTE PERON MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	559.00
55619702		02091		0000007229	JOAN MCMAHON MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619703		02091		0000008140	MICHAEL F. MC LOUGHLIN & MARGAF AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619704		02091		0000005364	JOAN PATERNO & DOMINICK PATERI AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619705		02091		0000008246	JOHN DI CIOCCIO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619706		02091		0000010126	LINDA SANITA & FRANCIS G. SANITA AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619707		02091		0000007736	JUDITH A. CAPUTI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619708		02091		0000002500	JULIA O'NEILL MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619709		02091		0000008848	KEITH PETERKIN AND SHARON PETE AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619710		02091		0000006944	NICHOLAS GRETO/DIANE GRETO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	698.80
55619711		02091		0000007234	RICHARD CARROLL & FRANCES CAR AUG 2024 MEDICARE REIMBURSEMENT		08/12/2024	08/12/2024	3	0.00	349.40
55619712		02091		0000008928	RICHARD E. LANZA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619713		02091		0000010024	ROBERT HOLLAND MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 42 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.9060.0804.0001.0000											
MEDICARE REIMBURSEMENT											
55619714		02091		0000009649	SALVATORE DENARO & ROSEANN D MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619715		02091		0000008017	VINCENT J. VERLEZZA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619716		02091		0000009618	WILLIAM G. FINKE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619719		02091		0000010143	GEORGE I. MALDONADO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	1,188.00
55619720		02091		0000006183	CAROLE POPICK AND STANLEY POP MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619721		02091		0000010366	JACK RIO AND CUPERTINA RIO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619722		02091		0000010426	EDWARD E. FLYNN MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619723		02091		0000010421	ROBERT SWANSON & ELAINE SWAN MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619724		02091		0000007077	ANDREW F. GENOVESE & DEBRA L. MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619725		02091		0000010945	JEFFREY A. CARDILLO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619726		02091		0000010866	LUCY KECK MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619727		02091		0000010614	REGAN KELLY AND ELIZABETH KELL MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619728		02091		0000008330	ROGER AND ELLEN SIRLIN MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	908.40
55619729		02091		0000011035	PATRICIA A. AMBROSE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619730		02091		0000010978	NORMAN ROSENBLUM MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619732		02091		0000011084	AUGUSTINO ASTORINO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619733		02091		0000011098	ERNEST E. RICKETTS JR. MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	698.80
55619734		02091		0000011109	LAWRENCE MAIDA & DONNAMARIE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619735		02091		0000011377	LINDA ANDERSON MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619736		02091		0000011124	EUGENE J. GUADAGNOLA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619737		02091		0000011150	JAMES P. GAFFNEY MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619738		02091		0000011431	SHARON A. HYDER MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619739		02091		0000011200	MARK J. GIRONDA & LUANN D. GIRO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	369.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 43 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.9060.0804.0001.0000											
MEDICARE REIMBURSEMENT											
					MARK J. GIRONDA & LUANN D. GIRO MEDICARE REIMBURSEMENT						
55619741		02091		0000011248	ROSANNE SARACINO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619742		02091		0000011255	DEBRA WRIGHT & LINTON A WRIGHT MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619743		02091		0000011274	JOSEPH J COMBLO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619744		02091		0000010686	MARIA F. AMBROSE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619745		02091		0000011520	TRACEY AND BILLIE SCHMALING MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619746		02091		0000011297	NANCY STEWART MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619747		02091		0000011309	NICHOLAS A SANTOIANI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619748		02091		0000007697	CRAIG WEBBER MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619749		02091		0000011335	ANGELO M LA VIGNA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619750		02091		0000011378	JOSEPH LOUIS RUSSO & JANICE A R MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619751		02091		0000011398	JOANN M SODANO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619753		02091		0000011432	LYNNE CASINELLI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	698.80
55619754		02091		0000011433	MARY MATERO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619755		02091		0000011439	VINCENT ARTHUR KECK MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619756		02091		0000011446	BARRY J CASTERELLA MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	244.60
55619757		02091		0000011566	GERARD BUCCINO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619758		02091		0000011584	ROBERT J GERMANI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619759		02091		0000011603	MARIA A DIFIORE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	349.40
55619760		02091		0000011604	ANTHONY IACOVELLI AND KATHRYN MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	698.80
55619761		02091		0000011614	DANIEL S NATCHEZ MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	454.20
55619762		02091		0000011728	ISABELLE CARELLI MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	244.60
55619763		02091		0000011727	GERARD FERRARO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	515.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 44 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
GENERAL FUND											
***A.9060.0804.0001.0000											
MEDICARE REIMBURSEMENT											
55619764		02091		0000011756	WILLIAM GENOVESE MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
55619765		02091		0000009845	ARLENE F. VIGGIANO MEDICARE REIMBURSEMENT	AUG 2024	08/12/2024	08/12/2024	3	0.00	174.70
Total ***A.9060.0804.0001.0000										0.00	25,796.20
Total ** HOSPITAL & MEDICAL INS..EMPLOYEE BENEFITS										0.00	25,796.20
Total Dept 9060										0.00	25,796.20
HOSPITAL & MEDICAL INS.											
***A.9070.0807.0000.0000											
DENTAL INSURANCE											
55619901	20223704	02091		0000010299	GUARDIAN GUARDIANDENTALINSURANCEFOREMPLOYEES/AUGUST2024BILLING	08012024	08/12/2024	08/12/2024	3	0.00	10,929.10
Total ***A.9070.0807.0000.0000										0.00	10,929.10
Total Dept 9070										0.00	10,929.10
DENTAL INSURANCE											
***A.9075.0808.0000.0000											
OPTICAL INSURANCE											
55619902	20223705	02091		0000002240	CSEA EMPLOYEE BENEFIT FUND CSEAEMPLOYEEOPTICALINSURANCEFORTHEMONTHOFAUGUST2024	08012024	08/12/2024	08/12/2024	3	0.00	2,482.68
Total ***A.9075.0808.0000.0000										0.00	2,482.68
Total Dept 9075										0.00	2,482.68
OPTICAL INSURANCE											
**OTHER BENEFITS.EMPLOYEE BENEFITS											
***A.9080.0808.0000.0000											
OPTICAL/WELFARE FUND											
55619717		02091		0000009998	VILLAGE OF MAMARONECK PBA MONTHLY REIMBURSEMENT PAYMENT TO PBA FOR CONTRACTUAL BENEFITS	AUG 2024	08/12/2024	08/12/2024	3	0.00	8,231.25
Total ***A.9080.0808.0000.0000										0.00	8,231.25
Total ** OTHER BENEFITS.EMPLOYEE BENEFITS										0.00	8,231.25
Total Dept 9080										0.00	8,231.25
Total Fund A										0.00	486,450.73
GENERAL FUND											

Date Prepared: 08/08/2024 02:39 PM

Report Date: 08/08/2024

Account Table:

Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

PUR4130 1.0

Page 45 of 57

Prepared By: CGEDEON

Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A						GENERAL FUND						

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 46 of 57

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount		
Fund F		WATER FUND											
**TRANSMISSION AND DISTRIBUTION													
***F.8340.0428.0000.0000													
55619889	20223711	02091		0000000136	WESTCHESTER JOINT WATER WOR***** WATER AND SEWER CHARGES FOR VARIOUS LOCATIONS 06/13/24 - 07/18/24		08/12/2024		3	0.00	8,000.00		
Total ***F.8340.0428.0000.0000		HYDRANT RENTALS										0.00	8,000.00
Total ** TRANSMISSION AND DISTRIBUTION										0.00	8,000.00		
Total Dept 8340		METER INSTALLATION										0.00	8,000.00
Total Fund F		WATER FUND										0.00	8,000.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 47 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund G											
SEWER FUND											
**SANITARY SEWER SYSTEM.CONTRACTUAL EXPENSES											
***G.8120.0408.0000.0000											
FUEL, OIL & LUBRICANTS											
55619907	20223674	02091		0000011495	SPRAGUE RESOURCES LP GASOLINE CHARGES	24413133	08/12/2024	08/12/2024	3	0.00	53.44
Total ***G.8120.0408.0000.0000										0.00	53.44
***G.8120.0411.0000.0000											
MATERIALS											
55619827		02091		0000010695	PRO CHEM INC. 3 PAILS (50 LBS.) OF RED HOT	173005	08/12/2024	08/12/2024	3	0.00	1,218.87
55619840		02091		0000007592	ULINE GREEN FLAGS FOR SEWER DEPT.	180377029	08/12/2024	08/12/2024	3	0.00	56.58
Total ***G.8120.0411.0000.0000										0.00	1,275.45
***G.8120.0422.0000.0000											
PROCESSING FEES											
55619858		02091		0000000136	WESTCHESTER JOINT WATER WORL 2024-2 2ND QUARTER 2024 SEWER RENT FEE (3 MONTHS @ 250.00)		08/12/2024	08/12/2024	3	0.00	750.00
Total ***G.8120.0422.0000.0000										0.00	750.00
Total ** SANITARY SEWER SYSTEM.CONTRACTUAL EXPENSES										0.00	2,078.89
Total Dept 8120										0.00	2,078.89
Total Fund G										0.00	2,078.89

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 48 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H											
CAPITAL PROJECTS FUND											
*RETAINED PERCENTAGES PAY PARENT ACCOUNT											
**H.0000.6051.0118.0000											
H24.5410.0360.0002 VILLAGE WIDE SIDEWALK IMPROVEMENTS											
55619816	20223685	02091		0000011570	PETER J LANDI, INC PAYMENT REQ #3 - SIDEWALK REPLACEMENTS IN THE VICINITIES OF ST. VITO CHUCH AND FIRST BAPTIST CHURCH	PAY REQ #3	08/12/2024	08/12/2024	3	0.00	(5,549.24)
Total **H.0000.6051.0118.0000										0.00	(5,549.24)
Total * RETAINED PERCENTAGES PAY PARENT ACCOUNT										0.00	(5,549.24)
Total Dept 0000										0.00	(5,549.24)
Total Fund H										0.00	(5,549.24)

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 49 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID Check No.	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H21											
2021 CAPITAL PROJECTS											
**2021 FIRE DEPARTMENT CAPITAL EQUIPMENT											
***H21.3410.0260.0003.0000											
FIRE DEPT EQUIP (12) TURNOUT GEAR & (20) PAGERS											
55619650	20200533	02091		0000000363	AAA EMERGENCY SUPPLY CO (1) GLOBE FIRE BOOTS SHADOW WITH SURE GRIP FOR ALAN CASTERELLA	0067262-IN	08/12/2024	08/12/2024	3	0.00	840.00
Total ***H21.3410.0260.0003.0000										0.00	840.00
Total ** 2021 FIRE DEPARTMENT CAPITAL EQUIPMENT										0.00	840.00
Total Dept 3410										0.00	840.00
**2021 SANITARY SEWER SYSTEM.CAPITAL PROJECT											
***H21.8120.0360.0003.0000											
SANITARY SEWER I&I (AREAS 7, 9 & 10)											
55619842	20222848	02091		0000011759	KSCJ CONSULTING SEWER METERED AREAS 7, 9, 10 & WEST BASIN - CONSTRUCTION PHASE	30563	08/12/2024	08/12/2024	3	0.00	3,524.50
55619866	20222848	02091		0000011759	KSCJ CONSULTING SEWER METERED AREAS 7, 9, 10 & WEST BASIN - CONSTRUCTION PHASE	30684	08/12/2024	08/12/2024	3	0.00	370.50
Total ***H21.8120.0360.0003.0000										0.00	3,895.00
Total ** 2021 SANITARY SEWER SYSTEM.CAPITAL PROJECT										0.00	3,895.00
Total Dept 8120										0.00	3,895.00
**2020-21 WJWW CAPITAL PROJECTS											
***H21.8340.0360.0001.0000											
A-1364 PRELIM PLANNING WJWW FILTRATION FACILITY											
55619872	20223678	02091		0000000136	WESTCHESTER JOINT WATER WORKS CAPITAL EXPENSE CHARGES FOR VARIOUS WATER WORKS PROJECTS	081224	08/12/2024	08/12/2024	3	0.00	880,954.76
Total ***H21.8340.0360.0001.0000										0.00	880,954.76
Total ** 2020-21 WJWW CAPITAL PROJECTS										0.00	880,954.76
Total Dept 8340										0.00	880,954.76
Total Fund H21										0.00	885,689.76

Date Prepared: 08/08/2024 02:39 PM

Report Date: 08/08/2024

Account Table:

Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

PUR4130 1.0

Page 50 of 57

Prepared By: CGEDEON

Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount	
Fund H22		2022 CAPITAL PROJECTS											
**2022 PUBLIC SAFETY BLDG CAPITAL PROJECTS													
***H22.1620.0360.0001.0000		169 MT PLEASANT EMERGENCY REPAIRS											
55619891	20223687	02091		000007780	J & M HEATING & AIR CONDITIONING 8876	08/12/2024	08/12/2024			3	0.00	29,405.00	
PAYMENT FOR REPAIR OF MITSUBISHI CITY MULTI UNIT AT 169 MOUNT PLEASANT AVENUE													
Total ***H22.1620.0360.0001.0000		169 MT PLEASANT EMERGENCY REPAIRS										0.00	29,405.00
Total ** 2022 PUBLIC SAFETY BLDG CAPITAL PROJECTS												0.00	29,405.00
Total Dept 1620		PUBLIC SAFETY BUILDING										0.00	29,405.00
Total Fund H22		2022 CAPITAL PROJECTS										0.00	29,405.00

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 51 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H23											
2023 CAPITAL PROJECTS											
**2023 PARKS CAPITAL PROJECTS											
***H23.7110.0360.0002.0000											
DOG PARK CONSTRUCTION											
55619646		02091		0000011203	MORANO BROTHERS COEP. REFUND RETAINAGE	1-RETAINAGE	08/12/2024	08/12/2024	3	0.00	1,217.32
Total ***H23.7110.0360.0002.0000										0.00	1,217.32
Total ** 2023 PARKS CAPITAL PROJECTS										0.00	1,217.32
Total Dept 7110											
PARKS DEPARTMENT											
										0.00	1,217.32
**2023 STORM WATER CAPITAL PROJECTS											
***H23.8140.0360.0002.0000											
STORM WATER IMPROVEMENT FLORENCE STREET											
55619841	20221628	02091		0000011239	KELLARD SESSIONS CONSULTING, K 30561 FLORENCE STREET STORMWATER EVALUATION AND IMPROVEMENT PLAN		08/12/2024	08/12/2024	3	0.00	1,000.00
55619912	20223708	02091		0000011239	KELLARD SESSIONS CONSULTING, K 30683 FLORENCE STREET STORMWATER EVALUATION AND IMPROVEMENT PLAN		08/12/2024	08/12/2024	3	0.00	2,650.00
Total ***H23.8140.0360.0002.0000										0.00	3,650.00
Total ** 2023 STORM WATER CAPITAL PROJECTS										0.00	3,650.00
Total Dept 8140											
STORM WATER MGMT											
										0.00	3,650.00
**2023 WJWW CAPTIAL PROJECTS											
***H23.8340.0360.0006.0000											
WJWW A-1386 RYE LAKE TURBIDITY CURTAIN & BOOM REPAIR											
55619872	20223678	02091		0000000136	WESTCHESTER JOINT WATER WOR 081224 CAPTIAL EXPENSE CHARGES FOR VARIOUS WATER WORKS PROJECTS		08/12/2024	08/12/2024	3	0.00	353.48
Total ***H23.8340.0360.0006.0000										0.00	353.48
***H23.8340.0360.0007.0000											
WJWW A-1394 WEAVER STR PUMP STN PHASE 2											
55619872	20223678	02091		0000000136	WESTCHESTER JOINT WATER WOR 081224 CAPTIAL EXPENSE CHARGES FOR VARIOUS WATER WORKS PROJECTS		08/12/2024	08/12/2024	3	0.00	4,729.22
Total ***H23.8340.0360.0007.0000										0.00	4,729.22
Total ** 2023 WJWW CAPTIAL PROJECTS										0.00	5,082.70

Date Prepared: 08/08/2024 02:39 PM

Report Date: 08/08/2024

Account Table:

Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

PUR4130 1.0

Page 52 of 57

Prepared By: CGEDEON

Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H23						2023 CAPITAL PROJECTS						
Total Dept 8340						METER INSTALLATION					0.00	5,082.70
Total Fund H23						2023 CAPITAL PROJECTS					0.00	9,950.02

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

PUR4130 1.0
 Page 53 of 57

AP GL Distribution Report

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H24											
2024 CAPITAL PROJECTS											
**2023-2024 SIDEWALK CAPITAL PROJECTS											
***H24.5410.0360.0002.0000											
VILLAGE WIDE SIDEWALK IMPROVEMENTS											
55619816	20223685	02091		0000011570	PETER J LANDI, INC PAYMENT REQ #3 - SIDEWALK REPLACEMENTS IN THE VICINITIES OF ST. VITO CHUCH AND FIRST BAPTIST CHURCH	PAY REQ #3	08/12/2024	08/12/2024	3	0.00	110,984.75
Total ***H24.5410.0360.0002.0000										0.00	110,984.75
***H24.5410.0360.0003.0000											
CONSTRUCT & INSPECTION VILLAGE WIDE SIDEWALKS											
55619874		02091		0000011239	KELLARD SESSIONS CONSULTING, K 30685 ST VITO'S CHURCH/FIRST BAPTIST CHURCH -SIDEWALK REPLACEMENT - CONSTRUCTION PHASE		08/12/2024	08/12/2024	3	0.00	432.25
Total ***H24.5410.0360.0003.0000										0.00	432.25
Total ** 2023-2024 SIDEWALK CAPITAL PROJECTS										0.00	111,417.00
Total Dept 5410										0.00	111,417.00
SIDEWALKS											
**2023-24 MARINA & DOCKS CAPITAL PROJECT											
***H24.7230.0260.0002.0000											
REPLACEMENT BOAT FOR HARBOR MASTER											
55619667	20223633	02091		0000007454	MERCURY MARINE HARBOR MASTER - NEW OUTBOARD MOTOR FOR REPLACEMENT FOR HARBOR ONE	13690275	08/12/2024	08/12/2024	3	0.00	10,825.00
55619767		02091		0000007454	MERCURY MARINE HARBOR MASTER - RIGGING FOR REPLACEMENT HARBOR 1	13705234	08/12/2024	08/12/2024	3	0.00	698.59
Total ***H24.7230.0260.0002.0000										0.00	11,523.59
Total ** 2023-24 MARINA & DOCKS CAPITAL PROJECT										0.00	11,523.59
Total Dept 7230										0.00	11,523.59
MARINA & DOCKS											
**2023-24 WJWW CAPITAL PROJECTS											
***H24.8340.0360.0002.0000											
WJWW A-1400 WAVERLY AVE WATER MAIN REPLACE											
55619872	20223678	02091		0000000136	WESTCHESTER JOINT WATER WORKS CAPITAL EXPENSE CHARGES FOR VARIOUS WATER WORKS PROJECTS	081224	08/12/2024	08/12/2024	3	0.00	416.16
***H24.8340.0360.0002.0000										0.00	416.16

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 55 of 57
 Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No.	Vendor Name		Enc.	Expense
Voucher No. PO No.	Check ID Check No.	Vendor Code Detail Line Description	Amount	Amount
Fund H25	2024-25 CAPITAL PROJECTS			
**2025 POLICE DEPT CAPITAL PROJECTS EQUIPMENT				
***H25.3120.0260.0001.0000	FLASHING PEDESTRIAN LIGHTS			
55619769	02091	0000001117 GRAINGER STEEL SIGN POSTS (6)SIGN POST ANCHORS	0.00	653.58
Total ***H25.3120.0260.0001.0000	FLASHING PEDESTRIAN LIGHTS		0.00	653.58
Total ** 2025 POLICE DEPT CAPITAL PROJECTS EQUIPMENT			0.00	653.58
Total Dept 3120	POLICE DEPT		0.00	653.58
Total Fund H25	2024-25 CAPITAL PROJECTS		0.00	653.58
Grand Total			0.00	1,552,308.86

Dept. No.	Name	Enc. Amount	Exp. Amount
0000	.	0.00	2,582.83
0200	CULTURE & RECREATION	0.00	2,006.00
1010	BOARD OF TRUSTEES	0.00	4,834.76
1110	VILLAGE JUSTICE	0.00	2,085.14
1210	MAYOR	0.00	130.39
1230	VILLAGE MANAGER	0.00	35,556.86
1325	CLERK-TREASURER	0.00	2,953.21
1420	LAW	0.00	57,433.18
1430	PERSONNEL	0.00	469.47
1440	ENGINEER	0.00	7,178.09
1460	RECORDS MANAGEMENT	0.00	3,146.37
1490	PUBLIC WORKS ADMIN.	0.00	4,564.37
1620	PUBLIC SAFETY BUILDING	0.00	34,378.44
1621	ADMINISTRATIVE OFFICES	0.00	13,456.78
1640	CENTRAL GARAGE	0.00	2,373.56
1650	CENTRAL COMMUNICATION SYS	0.00	22,347.94
1670	CENTRAL PRINT. & MAILING	0.00	3,254.46
1680	CENTRAL DATA PROCESSING	0.00	8,935.26
1910	UNALLOCATED INSURANCE	0.00	2,829.97
1964	REFUND ON REAL PROP. TAX	0.00	2,446.62
3120	POLICE DEPT	0.00	42,642.15

Date Prepared: 08/08/2024 02:39 PM
 Report Date: 08/08/2024
 Account Table:
 Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0
 Page 56 of 57

Prepared By: CGEDEON

Fiscal Year: 2025 Period From: 1 To: 12 Pay Due Date 08/12/2024 To: 08/12/2024

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
			3150		JAIL			0.00		514.50	
			3310		TRAFFIC CONTROL			0.00		303.68	
			3320		ON STREET PARKING			0.00		163.05	
			3321		ON STREET METER REPAIR			0.00		3,519.60	
			3410		FIRE DEPARTMENT			0.00		41,718.84	
			3510		CONTROL OF ANIMALS			0.00		2,290.00	
			3620		SAFETY INSP.-BLDG.			0.00		281.59	
			3621		ELECTRICAL DEPARTMENT			0.00		1,630.95	
			4210		COMMUNITY COUNSELING CTR			0.00		366.11	
			5110		STREET MAINTENANCE			0.00		7,070.54	
			5142		SNOW REMOVAL			0.00		2,250.90	
			5182		STREET LIGHTING			0.00		498.12	
			5410		SIDEWALKS			0.00		111,417.00	
			7010		ARTS COUNCIL			0.00		5,360.51	
			7110		PARKS DEPARTMENT			0.00		11,536.77	
			7140		RECREATION ADMINISTRATION			0.00		2,843.91	
			7141		COMMUNITY RECREATION PROGRAMS			0.00		2,275.55	
			7142		BEACH			0.00		18,942.18	
			7143		DAY CAMP			0.00		15,236.42	
			7146		MARINE EDUCATION CENTER			0.00		2,992.85	
			7230		MARINA & DOCKS			0.00		15,455.74	
			7510		HISTORIAN			0.00		945.78	
			7550		CELEBRATIONS			0.00		30,075.84	
			8020		PLANNING			0.00		316.99	
			8120		SANITARY SEWER SYSTEM			0.00		5,973.89	
			8140		STORM WATER MGMT			0.00		3,650.00	
			8160		SANITATION/WASTE COLLECTION			0.00		35,344.82	
			8170		STREET CLEANING			0.00		896.84	
			8340		METER INSTALLATION			0.00		906,726.99	
			8560		SHADE TREES			0.00		29.92	
			8745		STORM & FLOOD EMERGENCY RESPONSE			0.00		8,134.40	
			8748		STORM IDA RESPONSE & RECOVERY			0.00		1,937.50	
			8749		SEPTEMBER 2023 STORM			0.00		5,600.00	
			9000		EMPLOYEE BENEFITS			0.00		0.00	
			9040		WORKERS' COMPENSATION			0.00		2,100.00	
			9045		LIFE INSURANCE			0.00		612.00	
			9050		UNEMPLOYMENT INSURANCE			0.00		250.00	
			9060		HOSPITAL & MEDICAL INS.			0.00		25,796.20	
			9070		DENTAL INSURANCE			0.00		10,929.10	

Expense Control Report Parameters

Report ID:	A FUND 4	Overbudget Only:	No
Year:	2025	Include Beg. Encumbrance:	Yes
Period:	1	To:	12 Apply to Budget Columns: Yes
Description:	Display	Apply % to Original Budget:	No
Spacing:	Single	Print Parent Account:	No
Acct Status:	All	Use Alt Fund:	No
Suppress Zero Accts.:	All	Encumber Personal Services:	No
Summary Only:	No	Grand Totals on Separate Page:	No
		Include Req:	No

Account Table: A GENERAL FUND

	Rule No.	Component	From	To		Acct Type
						From To
	1	FUND	A	A		

Alt. Sort Table:

	Sort	Subtotal	Page Break		Subheading
Sort:	1	Fund	Yes	Yes	Yes
	2	Dept	Yes	No	Yes
	3	Parent	Yes	No	No

Print Display Description: No

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1010	BOARD OF TRUSTEES							
A.1010.0120	PART-TIME SALARIES	30,872.00	30,872.00	5,577.80	25,294.20	0.00	25,294.20	18.07
Total 0001	PERSONAL SERVICES	30,872.00	30,872.00	5,577.80	25,294.20	0.00	25,294.20	18.07
A.1010.0403	PRINTING & STATIONERY	300.00	300.00	0.00	300.00	0.00	300.00	0.00
A.1010.0406	TRAINING&CONFERENCE	2,700.00	2,700.00	928.00	1,772.00	0.00	1,772.00	34.37
A.1010.0410	SUPPLIES	900.00	900.00	0.00	900.00	0.00	900.00	0.00
A.1010.0421	CONTRACT SERVICES	2,000.00	18,800.00	17,206.45	1,593.55	400.00	1,193.55	91.52
A.1010.0423	PUBLIC & LEGAL NOTICE	1,500.00	1,500.00	1,228.00	272.00	0.00	272.00	81.87
A.1010.0431	MEALS	3,600.00	3,600.00	571.85	3,028.15	0.00	3,028.15	15.88
A.1010.0450	MISC.AWARDS & EVENT	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
A.1010.0480	MILEAGE REIMB.	800.00	800.00	0.00	800.00	0.00	800.00	0.00
Total 0004	CONTRACTUAL EXPENSES	15,800.00	32,600.00	19,934.30	12,665.70	400.00	12,265.70	61.15
Total Dept 1010	BOARD OF TRUSTEES	46,672.00	63,472.00	25,512.10	37,959.90	400.00	37,559.90	40.19
Dept 1110	VILLAGE JUSTICE							
A.1110.0110	PERM.REG PERSONNEL	301,924.00	301,924.00	55,504.55	246,419.45	0.00	246,419.45	18.38
A.1110.0120	PART-TIME SALARIES	163,710.00	163,710.00	28,496.27	135,213.73	0.00	135,213.73	17.41
A.1110.0140	VILLAGE JUSTICE.OVERTIME	2,500.00	2,500.00	181.85	2,318.15	0.00	2,318.15	7.27
Total 0001	PERSONAL SERVICES	468,134.00	468,134.00	84,182.67	383,951.33	0.00	383,951.33	17.98
A.1110.0220	OFFICE EQUIPMENT	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0002	EQUIPMENT & OTHER	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.1110.0403	PRINTING & STATIONERY	1,250.00	1,250.00	0.00	1,250.00	0.00	1,250.00	0.00
A.1110.0405	MUNI DUES & SUBSCRIP	1,600.00	1,600.00	0.00	1,600.00	0.00	1,600.00	0.00
A.1110.0406	TRAINING&CONFERENCE	750.00	750.00	0.00	750.00	0.00	750.00	0.00
A.1110.0410	SUPPLIES	4,000.00	4,000.00	853.96	3,146.04	0.00	3,146.04	21.35
A.1110.0421	CONTRACT SERVICES	74,950.00	74,950.00	2,891.99	72,058.01	0.00	72,058.01	3.86
Total 0004	CONTRACTUAL EXPENSES	82,550.00	82,550.00	3,745.95	78,804.05	0.00	78,804.05	4.54
Total Dept 1110	VILLAGE JUSTICE	551,184.00	551,184.00	87,928.62	463,255.38	0.00	463,255.38	15.95
Dept 1130	TRAFFIC VIOLATIONS BUREAU							
A.1130.0403	PRINTING & STATIONERY	100.00	100.00	0.00	100.00	0.00	100.00	0.00
A.1130.0410	SUPPLIES	200.00	200.00	0.00	200.00	0.00	200.00	0.00
A.1130.0421	CONTRACT SERVICES	50,000.00	50,000.00	4,728.47	45,271.53	0.00	45,271.53	9.46
Total 0004	CONTRACTUAL EXPENSES	50,300.00	50,300.00	4,728.47	45,571.53	0.00	45,571.53	9.40

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1130	TRAFFIC VIOLATIONS BUREAU							
Total Dept 1130	TRAFFIC VIOLATIONS BUREAU	50,300.00	50,300.00	4,728.47	45,571.53	0.00	45,571.53	9.40
Dept 1210	MAYOR							
A.1210.0120	PART-TIME SALARY	10,686.00	10,686.00	1,930.55	8,755.45	0.00	8,755.45	18.07
Total 0001	PERSONAL SERVICES	10,686.00	10,686.00	1,930.55	8,755.45	0.00	8,755.45	18.07
A.1210.0403	PRINTING & STATIONERY	200.00	200.00	130.39	69.61	0.00	69.61	65.20
A.1210.0406	TRAINING&CONFERENCE	3,200.00	3,200.00	808.00	2,392.00	0.00	2,392.00	25.25
A.1210.0410	SUPPLIES	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.1210.0421	CONTRACT SERVICES	600.00	600.00	41.81	558.19	0.00	558.19	6.97
A.1210.0480	MILEAGE REIMB.	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total 0004	CONTRACTUAL EXPENSES	4,800.00	4,800.00	980.20	3,819.80	0.00	3,819.80	20.42
Total Dept 1210	MAYOR	15,486.00	15,486.00	2,910.75	12,575.25	0.00	12,575.25	18.80
Dept 1230	VILLAGE MANAGER							
A.1230.0110	PERM.REG PERSONNEL	406,358.00	361,358.00	39,851.30	321,506.70	0.00	321,506.70	11.03
A.1230.0120	PART-TIME CLERICAL	37,000.00	82,000.00	37,681.81	44,318.19	0.00	44,318.19	45.95
Total 0001	PERSONAL SERVICES	443,358.00	443,358.00	77,533.11	365,824.89	0.00	365,824.89	17.49
A.1230.0220	OFFICE EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0002	EQUIPMENT & OTHER	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.1230.0403	PRINTING & STATIONERY	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.1230.0405	MUNI DUES & SUBSCRIP	4,500.00	4,500.00	200.00	4,300.00	0.00	4,300.00	4.44
A.1230.0406	TRAINING&CONFERENCE	3,750.00	3,750.00	0.00	3,750.00	0.00	3,750.00	0.00
A.1230.0408	FUEL, OIL & LUBRICANTS	2,000.00	2,000.00	545.16	1,454.84	0.00	1,454.84	27.26
A.1230.0410	SUPPLIES	1,500.00	1,500.00	233.12	1,266.88	0.00	1,266.88	15.54
A.1230.0421	CONTRACT SERVICES	99,825.00	217,979.84	89,921.09	128,058.75	61,515.00	66,543.75	41.25
A.1230.0422	FEES	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.1230.0423	PUBLIC & LEGAL NOTICE	3,250.00	3,250.00	150.25	3,099.75	0.00	3,099.75	4.62
Total 0004	CONTRACTUAL EXPENSES	120,825.00	238,979.84	91,049.62	147,930.22	61,515.00	86,415.22	38.10
Total Dept 1230	VILLAGE MANAGER	565,183.00	683,337.84	168,582.73	514,755.11	61,515.00	453,240.11	24.67
Dept 1325	CLERK-TREASURER							
A.1325.0110	PERM.REG PERSONNEL	608,974.00	608,974.00	94,974.41	513,999.59	0.00	513,999.59	15.60
A.1325.0120	PART-TIME SALARIES	89,435.00	89,435.00	17,480.20	71,954.80	0.00	71,954.80	19.55

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1325	CLERK-TREASURER							
A.1325.0140	OVERTIME	6,500.00	6,500.00	5,869.83	630.17	0.00	630.17	90.31
Total 0001	PERSONAL SERVICES	704,909.00	704,909.00	118,324.44	586,584.56	0.00	586,584.56	16.79
A.1325.0220	OFFICE EQUIPMENT	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0002	EQUIPMENT & OTHER	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
A.1325.0403	PRINTING & STATIONERY	8,600.00	8,600.00	1,737.15	6,862.85	0.00	6,862.85	20.20
A.1325.0405	MUNI DUES & SUBSCRIP	2,365.00	2,365.00	0.00	2,365.00	0.00	2,365.00	0.00
A.1325.0406	TRAINING&CONFERENCE	4,410.00	4,410.00	0.00	4,410.00	0.00	4,410.00	0.00
A.1325.0410	SUPPLIES	4,500.00	4,500.00	308.24	4,191.76	0.00	4,191.76	6.85
A.1325.0421	CONTRACT SERVICES	76,160.00	79,286.48	4,474.16	74,812.32	3,126.48	71,685.84	5.64
A.1325.0423	PUBLIC & LEGAL NOTICE	1,650.00	1,650.00	0.00	1,650.00	0.00	1,650.00	0.00
A.1325.0441	BOND ISSUE&NOTE EXP	76,000.00	76,000.00	0.00	76,000.00	0.00	76,000.00	0.00
A.1325.0442	CODE SUPPLEMENT	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
Total 0004	CONTRACTUAL EXPENSES	176,185.00	179,311.48	6,519.55	172,791.93	3,126.48	169,665.45	3.64
Total Dept 1325	CLERK-TREASURER	883,094.00	886,220.48	124,843.99	761,376.49	3,126.48	758,250.01	14.09
Dept 1420	LAW							
A.1420.0421	CONTRACT SERVICES	861,500.00	865,592.00	116,623.64	748,968.36	0.00	748,968.36	13.47
Total 0004	CONTRACTUAL EXPENSES	861,500.00	865,592.00	116,623.64	748,968.36	0.00	748,968.36	13.47
Total Dept 1420	LAW	861,500.00	865,592.00	116,623.64	748,968.36	0.00	748,968.36	13.47
Dept 1430	PERSONNEL							
A.1430.0110	PERM. REGULAR PERSONNEL	205,182.00	205,182.00	26,537.45	178,644.55	0.00	178,644.55	12.93
A.1430.0120	PERSONNEL.PART-TIME SALARIES	80,090.00	80,090.00	19,584.22	60,505.78	0.00	60,505.78	24.45
Total 0001	PERSONAL SERVICES	285,272.00	285,272.00	46,121.67	239,150.33	0.00	239,150.33	16.17
A.1430.0220	OFFICE EQUIPMENT	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0002	EQUIPMENT & OTHER	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.1430.0403	PRINTING & STATIONERY	750.00	750.00	0.00	750.00	0.00	750.00	0.00
A.1430.0405	MUNICIPAL DUES & SUBSCRIP	419.00	419.00	0.00	419.00	0.00	419.00	0.00
A.1430.0406	TRAINING & CONFERENCE	6,750.00	6,750.00	0.00	6,750.00	0.00	6,750.00	0.00
A.1430.0408	MILEAGE	750.00	750.00	0.00	750.00	0.00	750.00	0.00
A.1430.0410	SUPPLIES	1,300.00	1,300.00	24.61	1,275.39	0.00	1,275.39	1.89

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1430	PERSONNEL							
A.1430.0421	CONTRACT SERVICES	41,500.00	41,500.00	3,997.12	37,502.88	0.00	37,502.88	9.63
Total 0004	CONTRACTUAL EXPENSES	51,469.00	51,469.00	4,021.73	47,447.27	0.00	47,447.27	7.81
Total Dept 1430	PERSONNEL	337,241.00	337,241.00	50,143.40	287,097.60	0.00	287,097.60	14.87
Dept 1440	ENGINEER							
A.1440.0110	PERM.REG PERSONNEL	257,609.00	257,609.00	35,586.49	222,022.51	0.00	222,022.51	13.81
A.1440.0120	ENGINEER.PART-TIME SALARIES	12,000.00	12,000.00	6,300.00	5,700.00	0.00	5,700.00	52.50
Total 0001	PERSONAL SERVICES	269,609.00	269,609.00	41,886.49	227,722.51	0.00	227,722.51	15.54
A.1440.0210	ENGINEER.OFFICE FURNITURE	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.1440.0250	UNIFORMS	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.1440.0260	MISC. EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0002	EQUIPMENT & OTHER	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.1440.0403	ENGINEER - PRINTING & STATIONERY	500.00	500.00	16.28	483.72	0.00	483.72	3.26
A.1440.0405	ENGINEER - DUES & SUBSCRIP	600.00	600.00	0.00	600.00	0.00	600.00	0.00
A.1440.0406	ENGINEER - TRAINING & CONFERENCE	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
A.1440.0407	ENGINEER.- AUTOMOTIVE REPAIRS	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.1440.0410	ENGINEER - SUPPLIES	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.1440.0421	CONTRACT SERVICES	145,800.00	198,274.48	13,865.79	184,408.69	46,666.48	137,742.21	6.99
Total 0004	CONTRACTUAL EXPENSES	151,900.00	204,374.48	13,882.07	190,492.41	46,666.48	143,825.93	6.79
Total Dept 1440	ENGINEER	425,009.00	477,483.48	55,768.56	421,714.92	46,666.48	375,048.44	11.68
Dept 1460	RECORDS MANAGEMENT							
A.1460.0421	CONTRACT SERVICES	6,300.00	6,300.00	1,000.40	5,299.60	5,216.60	83.00	15.88
A.1460.0424	LEASE-RECORD STORAG	24,740.00	24,740.00	8,012.91	16,727.09	0.00	16,727.09	32.39
Total 0004	CONTRACTUAL EXPENSES	31,040.00	31,040.00	9,013.31	22,026.69	5,216.60	16,810.09	29.04
Total Dept 1460	RECORDS MANAGEMENT	31,040.00	31,040.00	9,013.31	22,026.69	5,216.60	16,810.09	29.04
Dept 1490	PUBLIC WORKS ADMIN.							
A.1490.0110	PERM.REG PERSONNEL	304,375.00	304,375.00	55,551.00	248,824.00	0.00	248,824.00	18.25
A.1490.0130	SEASONAL LABOR	95,000.00	95,000.00	13,684.00	81,316.00	0.00	81,316.00	14.40

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1490	PUBLIC WORKS ADMIN.							
A.1490.0140	OVERTIME	5,500.00	5,500.00	198.96	5,301.04	0.00	5,301.04	3.62
Total 0001	PERSONAL SERVICES	404,875.00	404,875.00	69,433.96	335,441.04	0.00	335,441.04	17.15
A.1490.0210	OFFICE FURNITURE	600.00	600.00	0.00	600.00	0.00	600.00	0.00
A.1490.0220	OFFICE EQUIPMENT	700.00	705.65	0.00	705.65	5.65	700.00	0.00
A.1490.0250	UNIFORMS	2,800.00	2,800.00	0.00	2,800.00	0.00	2,800.00	0.00
Total 0002	EQUIPMENT & OTHER	4,100.00	4,105.65	0.00	4,105.65	5.65	4,100.00	0.00
A.1490.0403	PRINTING & STATIONERY	200.00	200.00	0.00	200.00	0.00	200.00	0.00
A.1490.0405	MUNI DUES & SUBSCRIP	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.1490.0406	TRAINING&CONFERENCE	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00
A.1490.0407	AUTOMOTIVE REPAIRS	2,200.00	2,200.00	27.98	2,172.02	0.00	2,172.02	1.27
A.1490.0408	FUEL, OIL & LUBRICANTS	2,000.00	2,000.00	78.93	1,921.07	0.00	1,921.07	3.95
A.1490.0409	BUILDING IMPROV.	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
A.1490.0410	SUPPLIES	3,000.00	3,000.00	13.09	2,986.91	0.00	2,986.91	0.44
A.1490.0421	CONTRACT SERVICES	70,300.00	71,859.50	7,656.91	64,202.59	14,642.41	49,560.18	10.66
A.1490.0450	MISCELLANEOUS	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	84,900.00	86,459.50	7,776.91	78,682.59	14,642.41	64,040.18	8.99
Total Dept 1490	PUBLIC WORKS ADMIN.	493,875.00	495,440.15	77,210.87	418,229.28	14,648.06	403,581.22	15.58
Dept 1620	PUBLIC SAFETY BUILDING							
A.1620.0260	MISC. EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0002	EQUIPMENT & OTHER	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.1620.0404	POSTAGE	12,000.00	12,000.00	258.75	11,741.25	0.00	11,741.25	2.16
A.1620.0409	BUILDING IMPROV.	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
A.1620.0410	SUPPLIES	1,300.00	1,300.00	0.00	1,300.00	0.00	1,300.00	0.00
A.1620.0415	UTILITIES - WATER	10,000.00	10,000.00	1,629.22	8,370.78	0.00	8,370.78	16.29
A.1620.0416	UTILITIES- ELECTRIC	42,000.00	42,000.00	3,340.26	38,659.74	0.00	38,659.74	7.95
A.1620.0420	BUILDING MAINTENANCE	8,000.00	8,000.00	23.14	7,976.86	0.00	7,976.86	0.29
A.1620.0421	CONTRACT SERVICES	77,000.00	80,428.28	9,915.29	70,512.99	47,231.19	23,281.80	12.33
Total 0004	CONTRACTUAL EXPENSES	160,300.00	163,728.28	15,166.66	148,561.62	47,231.19	101,330.43	9.26
Total Dept 1620	PUBLIC SAFETY BUILDING	161,300.00	164,728.28	15,166.66	149,561.62	47,231.19	102,330.43	9.21
Dept 1621	ADMINISTRATIVE OFFICES							
A.1621.0404	POSTAGE	12,000.00	12,000.00	3,980.00	8,020.00	0.00	8,020.00	33.17
A.1621.0406	EDUCATION& TRAINING	600.00	600.00	0.00	600.00	0.00	600.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1650	CENTRAL COMMUNICATION SYS							
Dept 1650	CENTRAL COMMUNICATION SYS	270,000.00	270,000.00	50,414.28	219,585.72	3,286.97	216,298.75	18.67
Dept 1670	CENTRAL PRINT. & MAILING							
A.1670.0410	SUPPLIES	4,500.00	4,500.00	535.56	3,964.44	0.00	3,964.44	11.90
A.1670.0421	CONTRACT SERVICES	34,600.00	34,600.00	6,626.61	27,973.39	0.00	27,973.39	19.15
Total 0004	CONTRACTUAL EXPENSES	39,100.00	39,100.00	7,162.17	31,937.83	0.00	31,937.83	18.32
Total Dept 1670	CENTRAL PRINT. & MAILING	39,100.00	39,100.00	7,162.17	31,937.83	0.00	31,937.83	18.32
Dept 1680	CENTRAL DATA PROCESSING							
A.1680.0110	PERM.REG PERSONNEL	294,270.00	294,270.00	54,494.50	239,775.50	0.00	239,775.50	18.52
A.1680.0140	OVERTIME	5,000.00	5,000.00	1,469.30	3,530.70	0.00	3,530.70	29.39
Total 0001	PERSONAL SERVICES	299,270.00	299,270.00	55,963.80	243,306.20	0.00	243,306.20	18.70
A.1680.0260	MISC. EQUIPMENT	50,782.00	61,615.67	9,489.04	52,126.63	3,133.49	48,993.14	15.40
Total 0002	EQUIPMENT & OTHER	50,782.00	61,615.67	9,489.04	52,126.63	3,133.49	48,993.14	15.40
A.1680.0403	PRINTING & STATIONERY	50.00	50.00	0.00	50.00	0.00	50.00	0.00
A.1680.0405	MUNI DUES & SUBSCRIP	250.00	250.00	0.00	250.00	0.00	250.00	0.00
A.1680.0406	TRAINING&CONFERENCE	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.1680.0410	SUPPLIES	2,000.00	2,000.00	240.23	1,759.77	0.00	1,759.77	12.01
A.1680.0421	CONTRACT SERVICES	231,375.00	232,998.03	84,621.69	148,376.34	1,785.62	146,590.72	36.32
Total 0004	CONTRACTUAL EXPENSES	235,175.00	236,798.03	84,861.92	151,936.11	1,785.62	150,150.49	35.84
Total Dept 1680	CENTRAL DATA PROCESSING	585,227.00	597,683.70	150,314.76	447,368.94	4,919.11	442,449.83	25.15
Dept 1910	UNALLOCATED INSURANCE							
A.1910.0401	UNALLOCATED INSURANCE EXPENSES	1,385,695.00	1,481,713.77	859,040.89	622,672.88	94,406.80	528,266.08	57.98
A.1910.0401.0001	FIRE DEPT - SELF INSURANCE	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	1,485,695.00	1,581,713.77	859,040.89	722,672.88	94,406.80	628,266.08	54.31
Total Dept 1910	UNALLOCATED INSURANCE	1,485,695.00	1,581,713.77	859,040.89	722,672.88	94,406.80	628,266.08	54.31
Dept 1920	MUNICIPAL ASSOC. DUES							
A.1920.0405	MUNI DUES & SUBSCRIP	8,500.00	8,500.00	5,920.00	2,580.00	0.00	2,580.00	69.65
Total 0004	CONTRACTUAL EXPENSES	8,500.00	8,500.00	5,920.00	2,580.00	0.00	2,580.00	69.65

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 1920	MUNICIPAL ASSOC. DUES							
Total Dept 1920	MUNICIPAL ASSOC. DUES	8,500.00	8,500.00	5,920.00	2,580.00	0.00	2,580.00	69.65
Dept 1950	TAXES VILLAGE PROPERTY							
A.1950.0449	TAXES & ASSESSMENTS	73,410.00	73,410.00	0.00	73,410.00	0.00	73,410.00	0.00
Total 0004	CONTRACTUAL EXPENSES	73,410.00	73,410.00	0.00	73,410.00	0.00	73,410.00	0.00
Total Dept 1950	TAXES VILLAGE PROPERTY	73,410.00	73,410.00	0.00	73,410.00	0.00	73,410.00	0.00
Dept 1964	REFUND ON REAL PROP. TAX							
A.1964.0499	REFUND ON REAL PROP. TAX	90,000.00	90,000.00	2,446.62	87,553.38	0.00	87,553.38	2.72
Total 0004	CONTRACTUAL EXPENSES	90,000.00	90,000.00	2,446.62	87,553.38	0.00	87,553.38	2.72
Total Dept 1964	REFUND ON REAL PROP. TAX	90,000.00	90,000.00	2,446.62	87,553.38	0.00	87,553.38	2.72
Dept 1990	CONTINGENT ACCOUNT							
A.1990.0999	CONTINGENT ACCOUNT	150,000.00	138,529.00	0.00	138,529.00	0.00	138,529.00	0.00
Total 0009	TRANSFERS	150,000.00	138,529.00	0.00	138,529.00	0.00	138,529.00	0.00
Total Dept 1990	CONTINGENT ACCOUNT	150,000.00	138,529.00	0.00	138,529.00	0.00	138,529.00	0.00
Dept 3120	POLICE DEPT							
A.3120.0110	PERM.REG PERSONNEL	6,904,851.00	6,904,851.00	1,140,732.31	5,764,118.69	0.00	5,764,118.69	16.52
A.3120.0111	PERM - ADMINISTRATIVE	277,254.00	277,254.00	40,751.35	236,502.65	0.00	236,502.65	14.70
A.3120.0112	SICK LEAVE INC. PROG	90,000.00	90,000.00	525.00	89,475.00	0.00	89,475.00	0.58
A.3120.0130	SCHOOL CROSS GUARD	284,750.00	284,750.00	46,806.16	237,943.84	0.00	237,943.84	16.44
A.3120.0131	HARBOR PATROL	103,850.00	103,850.00	37,238.35	66,611.65	0.00	66,611.65	35.86
A.3120.0132	WATCH PERSONS	29,400.00	29,400.00	7,734.27	21,665.73	0.00	21,665.73	26.31
A.3120.0140	OVERTIME	650,000.00	650,000.00	179,535.56	470,464.44	0.00	470,464.44	27.62
A.3120.0141	HOLIDAY PAY	285,000.00	285,000.00	1,702.34	283,297.66	0.00	283,297.66	0.60
Total 0001	PERSONAL SERVICES	8,625,105.00	8,625,105.00	1,455,025.34	7,170,079.66	0.00	7,170,079.66	16.87
A.3120.0210	OFFICE FURNITURE	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.3120.0220	POLICE EQUIPMENT	29,650.00	47,198.60	1,434.00	45,764.60	19,196.59	26,568.01	3.04
A.3120.0221	POLICE BIKES&ACCES.	2,000.00	2,061.50	125.10	1,936.40	61.50	1,874.90	6.07
A.3120.0250	UNIFORMS	106,015.00	115,737.80	8,080.78	107,657.02	4,438.52	103,218.50	6.98
A.3120.0252	UNIFORMS - SCHOOL GUARDS	6,800.00	6,800.00	0.00	6,800.00	0.00	6,800.00	0.00
A.3120.0256	RADIO EQUIPMENT	12,000.00	18,851.51	0.00	18,851.51	6,851.51	12,000.00	0.00
A.3120.0260	UNIFORM ACCESSORIES	1,500.00	1,500.00	0.00	1,500.00	272.50	1,227.50	0.00
Total 0002	EQUIPMENT & OTHER	160,965.00	195,149.41	9,639.88	185,509.53	30,820.62	154,688.91	4.94

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 3120	POLICE DEPT							
A.3120.0403	PRINTING & STATIONERY	2,250.00	2,250.00	358.83	1,891.17	0.00	1,891.17	15.95
A.3120.0405	MUNI DUES & SUBSCRIP	2,440.00	2,440.00	20.00	2,420.00	0.00	2,420.00	0.82
A.3120.0406	TRAINING&CONFERENCE	6,500.00	7,990.00	0.00	7,990.00	1,490.00	6,500.00	0.00
A.3120.0407	AUTOMOTIVE REPAIRS	25,000.00	25,117.14	5,255.98	19,861.16	117.14	19,744.02	20.93
A.3120.0408	FUEL, OIL & LUBRICANTS	54,000.00	54,000.00	7,159.46	46,840.54	0.00	46,840.54	13.26
A.3120.0410	SUPPLIES	29,000.00	29,000.00	4,340.12	24,659.88	0.00	24,659.88	14.97
A.3120.0421	CONTRACT SERVICES	255,253.00	462,818.81	56,251.92	406,566.89	173,358.58	233,208.31	12.15
A.3120.0422	FEES	5,725.00	5,725.00	42.00	5,683.00	0.00	5,683.00	0.73
A.3120.0432	AMMUNITION & FIREARMS	13,400.00	20,901.90	5,691.98	15,209.92	1,809.92	13,400.00	27.23
A.3120.0443	TRAINING PROGRAM	21,050.00	23,435.00	2,537.60	20,897.40	2,385.00	18,512.40	10.83
A.3120.0444	NAVIGATION LAW ENFORCE	26,200.00	29,163.85	7,599.23	21,564.62	2,678.93	18,885.69	26.06
A.3120.0450	CRIME INTERVENTION	4,400.00	4,400.00	0.00	4,400.00	0.00	4,400.00	0.00
Total 0004	CONTRACTUAL EXPENSES	445,218.00	667,241.70	89,257.12	577,984.58	181,839.57	396,145.01	13.38
Total Dept 3120	POLICE DEPT	9,231,288.00	9,487,496.11	1,553,922.34	7,933,573.77	212,660.19	7,720,913.58	16.38
Dept 3150	JAIL							
A.3150.0120	PART - TIME MATRON	1,020.00	1,020.00	0.00	1,020.00	0.00	1,020.00	0.00
Total 0001	PERSONAL SERVICES	1,020.00	1,020.00	0.00	1,020.00	0.00	1,020.00	0.00
A.3150.0431	MEALS - PRISONERS	2,250.00	2,250.00	839.00	1,411.00	0.00	1,411.00	37.29
Total 0004	CONTRACTUAL EXPENSES	2,250.00	2,250.00	839.00	1,411.00	0.00	1,411.00	37.29
Total Dept 3150	JAIL	3,270.00	3,270.00	839.00	2,431.00	0.00	2,431.00	25.66
Dept 3310	TRAFFIC CONTROL							
A.3310.0110	PERM.REG PERSONNEL	93,349.00	93,349.00	13,444.36	79,904.64	0.00	79,904.64	14.40
A.3310.0140	OVERTIME	2,500.00	2,500.00	964.97	1,535.03	0.00	1,535.03	38.60
Total 0001	PERSONAL SERVICES	95,849.00	95,849.00	14,409.33	81,439.67	0.00	81,439.67	15.03
A.3310.0250	UNIFORMS	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.3310.0253	TRAFFIC CONTROL	32,250.00	32,250.00	2,680.00	29,570.00	0.00	29,570.00	8.31
A.3310.0260	MISC. EQUIPMENT	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0002	EQUIPMENT & OTHER	35,250.00	35,250.00	2,680.00	32,570.00	0.00	32,570.00	7.60
A.3310.0407	AUTOMOTIVE REPAIRS	1,600.00	1,600.00	0.00	1,600.00	0.00	1,600.00	0.00
A.3310.0408	FUEL, OIL & LUBRICANTS	2,760.00	2,760.00	457.66	2,302.34	0.00	2,302.34	16.58
A.3310.0410	SUPPLIES	8,000.00	8,167.85	3,374.52	4,793.33	0.00	4,793.33	41.31
A.3310.0411	MATERIALS	11,000.00	13,067.50	0.00	13,067.50	2,067.50	11,000.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 3310	TRAFFIC CONTROL							
A.3310.0418	TRAFFIC LIGHTING	16,000.00	16,000.00	1,214.31	14,785.69	0.00	14,785.69	7.59
A.3310.0421	CONTRACT SERVICES	20,000.00	29,820.00	0.00	29,820.00	9,820.00	20,000.00	0.00
A.3310.0433	TRAFFIC CONTROL.0433	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	61,360.00	73,415.35	5,046.49	68,368.86	11,887.50	56,481.36	6.87
Total Dept 3310	TRAFFIC CONTROL	192,459.00	204,514.35	22,135.82	182,378.53	11,887.50	170,491.03	10.82
Dept 3320	ON STREET PARKING							
A.3320.0110	PERM.REG PERSONNEL	366,013.00	366,013.00	70,893.31	295,119.69	0.00	295,119.69	19.37
A.3320.0140	OVERTIME	30,500.00	30,500.00	5,718.47	24,781.53	0.00	24,781.53	18.75
Total 0001	PERSONAL SERVICES	396,513.00	396,513.00	76,611.78	319,901.22	0.00	319,901.22	19.32
A.3320.0250	UNIFORMS	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
Total 0002	EQUIPMENT & OTHER	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
A.3320.0407	AUTOMOTIVE REPAIRS	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.3320.0408	FUEL, OIL & LUBRICANTS	2,600.00	2,600.00	567.11	2,032.89	0.00	2,032.89	21.81
Total 0004	CONTRACTUAL EXPENSES	4,100.00	4,100.00	567.11	3,532.89	0.00	3,532.89	13.83
Total Dept 3320	ON STREET PARKING	405,613.00	405,613.00	77,178.89	328,434.11	0.00	328,434.11	19.03
Dept 3321	ON STREET METER REPAIR							
A.3321.0110	ON STREET METER REPAIR.PERM. REGULAR PERSONNEL	40,302.00	40,302.00	7,463.30	32,838.70	0.00	32,838.70	18.52
Total 0001	PERSONAL SERVICES	40,302.00	40,302.00	7,463.30	32,838.70	0.00	32,838.70	18.52
A.3321.0250	UNIFORMS	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.3321.0260	MISC. EQUIPMENT	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
Total 0002	EQUIPMENT & OTHER	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.3321.0410	ON STREET METER REPAIR.SUPPLIES	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.3321.0421	ON STREET METER REPAIR.CONTRACT SERVICES	6,500.00	6,500.00	946.26	5,553.74	0.00	5,553.74	14.56
A.3321.0421.0001	CALLE MULTIPACE METERS MONTHLY FEE	20,000.00	21,578.69	5,754.87	15,823.82	0.00	15,823.82	26.67
Total 0004	CONTRACTUAL EXPENSES	30,000.00	31,578.69	6,701.13	24,877.56	0.00	24,877.56	21.22
Total Dept 3321	ON STREET METER REPAIR	73,302.00	74,880.69	14,164.43	60,716.26	0.00	60,716.26	18.92

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 3410	FIRE DEPARTMENT							
A.3410.0120	PART-TIME CLEANERS	63,250.00	63,250.00	9,630.78	53,619.22	0.00	53,619.22	15.23
Total 0001	PERSONAL SERVICES	63,250.00	63,250.00	9,630.78	53,619.22	0.00	53,619.22	15.23
A.3410.0220	OFFICE EQUIPMENT	3,000.00	4,053.06	0.00	4,053.06	1,053.06	3,000.00	0.00
A.3410.0250	UNIFORMS	95,400.00	122,174.54	1,025.57	121,148.97	77,552.46	43,596.51	0.84
A.3410.0256	RADIO EQUIPMENT	25,000.00	47,524.77	0.00	47,524.77	27,594.77	19,930.00	0.00
A.3410.0257	FIRE HOSE	10,000.00	32,965.00	0.00	32,965.00	22,965.00	10,000.00	0.00
A.3410.0258	SCOTT PAKS	21,100.00	25,010.00	867.06	24,142.94	3,910.00	20,232.94	3.47
A.3410.0260	MISC. EQUIPMENT	60,000.00	66,423.53	1,189.71	65,233.82	6,123.08	59,110.74	1.79
Total 0002	EQUIPMENT & OTHER	214,500.00	298,150.90	3,082.34	295,068.56	139,198.37	155,870.19	1.03
A.3410.0405	MUNI DUES & SUBSCRIP	2,500.00	2,500.00	145.00	2,355.00	0.00	2,355.00	5.80
A.3410.0406	TRAINING&CONFERENCE	15,000.00	15,000.00	450.00	14,550.00	0.00	14,550.00	3.00
A.3410.0407	AUTOMOBILE REPAIRS	120,000.00	131,495.40	3,055.48	128,439.92	31,275.40	97,164.52	2.32
A.3410.0408	FUEL, OIL & LUBRICANTS	33,600.00	33,600.00	2,503.70	31,096.30	0.00	31,096.30	7.45
A.3410.0409	BUILDING IMPROV.	40,000.00	44,216.07	141.04	44,075.03	4,216.07	39,858.96	0.32
A.3410.0410	SUPPLIES	25,000.00	25,618.91	2,387.13	23,231.78	0.00	23,231.78	9.32
A.3410.0414	UTILITIES - HEATING	35,000.00	35,000.00	1,443.69	33,556.31	0.00	33,556.31	4.12
A.3410.0415	UTILITIES - WATER	6,000.00	6,000.00	1,336.19	4,663.81	0.00	4,663.81	22.27
A.3410.0416	UTILITIES- ELECTRIC	76,000.00	76,000.00	7,861.04	68,138.96	0.00	68,138.96	10.34
A.3410.0419	UTILITIES - TELEPHONE	23,000.00	23,000.00	2,246.55	20,753.45	0.00	20,753.45	9.77
A.3410.0420	BUILDING MAINTENANCE	35,850.00	48,430.84	1,473.47	46,957.37	11,528.22	35,429.15	3.04
A.3410.0421	CONTRACT SERVICES	111,025.00	140,311.16	38,705.26	101,605.90	1,967.68	99,638.22	27.59
A.3410.0422	FEES/PHYSICALS	50,000.00	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
A.3410.0426	FIRE COUNCIL EXPENSES	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.3410.0429	FIRE ALARM SYSTEM	6,500.00	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00
A.3410.0430	FIRE CHIEF'S EMERG PLAN	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
A.3410.0435	MARINE REPAIR & STORAGE	10,000.00	10,000.00	509.55	9,490.45	0.00	9,490.45	5.10
A.3410.0444	EXPLORER POST 444 EXP.	2,500.00	3,500.00	0.00	3,500.00	1,000.00	2,500.00	0.00
A.3410.0447	TRAINING - PHOTOGRAPHY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.3410.0448	TRAINING EDUCATION AIDS	2,000.00	2,000.00	30.84	1,969.16	0.00	1,969.16	1.54
A.3410.0450	CHIEF OPERATING EXP	25,000.00	25,000.00	638.98	24,361.02	0.00	24,361.02	2.56
Total 0004	CONTRACTUAL EXPENSES	622,475.00	681,672.38	62,927.92	618,744.46	49,987.37	568,757.09	9.23
Total Dept 3410	FIRE DEPARTMENT	900,225.00	1,043,073.28	75,641.04	967,432.24	189,185.74	778,246.50	7.25
Dept 3510	CONTROL OF ANIMALS							
A.3510.0421	CONTRACT SERVICES	42,600.00	42,600.00	7,620.00	34,980.00	0.00	34,980.00	17.89

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 3621	ELECTRICAL DEPARTMENT							
0004	CONTRACTUAL EXPENSES	10,200.00	11,700.00	2,377.52	9,322.48	0.00	9,322.48	20.32
Total Dept 3621	ELECTRICAL DEPARTMENT	110,464.00	111,964.00	2,377.52	109,586.48	0.00	109,586.48	2.12
Dept 3630	SAFETY COMMITTEE							
A.3630.0251	SAFETY SUPPLIES & EQUIP.	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0002	EQUIPMENT & OTHER	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.3630.0410	SUPPLIES	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.3630.0443	SAFETY AIDS	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
Total Dept 3630	SAFETY COMMITTEE	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 4020	VITAL STATISTICS							
A.4020.0120	REGISTRAR SALARIES	3,500.00	3,500.00	673.05	2,826.95	0.00	2,826.95	19.23
Total 0001	PERSONAL SERVICES	3,500.00	3,500.00	673.05	2,826.95	0.00	2,826.95	19.23
Total Dept 4020	VITAL STATISTICS	3,500.00	3,500.00	673.05	2,826.95	0.00	2,826.95	19.23
Dept 4086	INSECT CONTROL							
A.4086.0130	SEASONAL LABOR	12,000.00	12,000.00	4,800.00	7,200.00	0.00	7,200.00	40.00
Total 0001	PERSONAL SERVICES	12,000.00	12,000.00	4,800.00	7,200.00	0.00	7,200.00	40.00
A.4086.0410	SUPPLIES	8,000.00	8,000.00	0.00	8,000.00	0.00	8,000.00	0.00
A.4086.0421	INSECT CONTROL.CONTRACT SERVICES	250.00	4,965.00	4,715.00	250.00	0.00	250.00	94.96
Total 0004	CONTRACTUAL EXPENSES	8,250.00	12,965.00	4,715.00	8,250.00	0.00	8,250.00	36.37
Total Dept 4086	INSECT CONTROL	20,250.00	24,965.00	9,515.00	15,450.00	0.00	15,450.00	38.11
Dept 4210	COMMUNITY COUNSELING CTR							
A.4210.0409	COMMUNITY COUNSELING CTR.BUILDING IMPROVEMENTS	6,000.00	6,000.00	394.63	5,605.37	0.00	5,605.37	6.58
A.4210.0421	COMMUNITY COUNSELING CTR.CONTRACT SERVICES	52,500.00	52,500.00	52,500.00	0.00	0.00	0.00	100.00
Total 0004	CONTRACTUAL EXPENSES	58,500.00	58,500.00	52,894.63	5,605.37	0.00	5,605.37	90.42
Total Dept 4210	COMMUNITY COUNSELING CTR	58,500.00	58,500.00	52,894.63	5,605.37	0.00	5,605.37	90.42

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 4540	AMBULANCE SERVICE							
A.4540.0409	BUILDING IMPROV.	20,000.00	20,000.00	10,740.00	9,260.00	0.00	9,260.00	53.70
A.4540.0421	CONTRACT SERVICES	144,000.00	144,365.01	0.00	144,365.01	365.01	144,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	164,000.00	164,365.01	10,740.00	153,625.01	365.01	153,260.00	6.53
Total Dept 4540	AMBULANCE SERVICE	164,000.00	164,365.01	10,740.00	153,625.01	365.01	153,260.00	6.53
Dept 5110	STREET MAINTENANCE							
A.5110.0110	PERM.REG PERSONNEL	867,656.00	867,656.00	134,374.18	733,281.82	0.00	733,281.82	15.49
A.5110.0140	OVERTIME	10,000.00	13,056.00	5,652.16	7,403.84	0.00	7,403.84	43.29
A.5110.0141	OVERTIME - LEAF REMOVAL	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
Total 0001	PERSONAL SERVICES	907,656.00	910,712.00	140,026.34	770,685.66	0.00	770,685.66	15.38
A.5110.0250	UNIFORMS	16,700.00	16,700.00	0.00	16,700.00	0.00	16,700.00	0.00
A.5110.0260	MISC. EQUIPMENT	5,000.00	5,000.00	1,315.53	3,684.47	184.47	3,500.00	26.31
Total 0002	EQUIPMENT & OTHER	21,700.00	21,700.00	1,315.53	20,384.47	184.47	20,200.00	6.06
A.5110.0406	TRAINING&CONFERENCE	1,000.00	1,000.00	120.00	880.00	0.00	880.00	12.00
A.5110.0407	AUTOMOTIVE REPAIRS	49,295.00	49,299.67	7,955.88	41,343.79	1,325.89	40,017.90	16.14
A.5110.0408	FUEL, OIL & LUBRICANTS	39,600.00	39,614.16	3,182.20	36,431.96	14.16	36,417.80	8.03
A.5110.0410	SUPPLIES	20,000.00	20,000.00	541.55	19,458.45	0.00	19,458.45	2.71
A.5110.0411	MATERIALS	45,000.00	47,200.00	(213.69)	47,413.69	0.00	47,413.69	(0.45)
A.5110.0421	STREET MAINTENANCE.CONTRACT SERVICES	8,375.00	8,375.00	65.20	8,309.80	0.00	8,309.80	0.78
Total 0004	CONTRACTUAL EXPENSES	163,270.00	165,488.83	11,651.14	153,837.69	1,340.05	152,497.64	7.04
Total Dept 5110	STREET MAINTENANCE	1,092,626.00	1,097,900.83	152,993.01	944,907.82	1,524.52	943,383.30	13.94
Dept 5112	CHIPS HIGHWAY ASSIST.PROG							
A.5112.0220	PERMANENT IMPROVEMENTS	301,000.00	301,000.00	0.00	301,000.00	0.00	301,000.00	0.00
Total 0002	EQUIPMENT & OTHER	301,000.00	301,000.00	0.00	301,000.00	0.00	301,000.00	0.00
Total Dept 5112	CHIPS HIGHWAY ASSIST.PROG	301,000.00	301,000.00	0.00	301,000.00	0.00	301,000.00	0.00
Dept 5142	SNOW REMOVAL							
A.5142.0130	SEASONAL LABOR	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Total 0001	PERSONAL SERVICES	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
A.5142.0407	AUTOMOTIVE REPAIRS	28,000.00	30,420.53	3,586.87	26,833.66	3,741.74	23,091.92	11.79

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 5142	SNOW REMOVAL							
A.5142.0408	FUEL, OIL & LUBRICANTS	17,400.00	17,414.15	0.00	17,414.15	14.15	17,400.00	0.00
A.5142.0411	MATERIALS	100,000.00	106,467.57	0.00	106,467.57	6,467.57	100,000.00	0.00
A.5142.0421	SNOW REMOVAL.CONTRACT SERVICES	15,000.00	33,172.43	2,192.55	30,979.88	18,479.88	12,500.00	6.61
Total 0004	CONTRACTUAL EXPENSES	160,400.00	187,474.68	5,779.42	181,695.26	28,703.34	152,991.92	3.08
Total Dept 5142	SNOW REMOVAL	260,400.00	287,474.68	5,779.42	281,695.26	28,703.34	252,991.92	2.01
Dept 5182	STREET LIGHTING							
A.5182.0411	MATERIALS	21,000.00	21,000.00	771.00	20,229.00	0.00	20,229.00	3.67
A.5182.0417	UTILITIES - STREET LIGHTS	186,000.00	186,000.00	12,100.70	173,899.30	0.00	173,899.30	6.51
Total 0004	CONTRACTUAL EXPENSES	207,000.00	207,000.00	12,871.70	194,128.30	0.00	194,128.30	6.22
Total Dept 5182	STREET LIGHTING	207,000.00	207,000.00	12,871.70	194,128.30	0.00	194,128.30	6.22
Dept 5650	OFF STREET PARKING							
A.5650.0403	PRINTING & STATIONERY	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.5650.0409	PARKING LOT IMPROV.	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.5650.0411	MATERIALS	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.5650.0416	UTILITIES- ELECTRIC	10,400.00	10,400.00	1,370.74	9,029.26	0.00	9,029.26	13.18
Total 0004	CONTRACTUAL EXPENSES	15,900.00	15,900.00	1,370.74	14,529.26	0.00	14,529.26	8.62
Total Dept 5650	OFF STREET PARKING	15,900.00	15,900.00	1,370.74	14,529.26	0.00	14,529.26	8.62
Dept 6410	PUBLICITY							
A.6410.0416	UTILITIES- ELECTRIC	5,000.00	5,000.00	3.15	4,996.85	0.00	4,996.85	0.06
Total 0004	CONTRACTUAL EXPENSES	5,000.00	5,000.00	3.15	4,996.85	0.00	4,996.85	0.06
Total Dept 6410	PUBLICITY	5,000.00	5,000.00	3.15	4,996.85	0.00	4,996.85	0.06
Dept 7010	ARTS COUNCIL							
A.7010.0403	PRINTING & STATIONERY	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.7010.0410	SUPPLIES	2,000.00	2,000.00	360.51	1,639.49	0.00	1,639.49	18.03
A.7010.0421	CONTRACT SERVICES	28,130.00	28,130.00	8,838.80	19,291.20	0.00	19,291.20	31.42
A.7010.0422	FEES	1,250.00	1,250.00	0.00	1,250.00	0.00	1,250.00	0.00
Total 0004	CONTRACTUAL EXPENSES	34,880.00	34,880.00	9,199.31	25,680.69	0.00	25,680.69	26.37
Total Dept 7010	ARTS COUNCIL	34,880.00	34,880.00	9,199.31	25,680.69	0.00	25,680.69	26.37
Dept 7110	PARKS DEPARTMENT							
A.7110.0110	PERM.REG PERSONNEL	768,175.00	768,175.00	161,917.59	606,257.41	0.00	606,257.41	21.08

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7110	PARKS DEPARTMENT							
A.7110.0130	PARKS DEPARTMENT SEASONAL	40,000.00	40,000.00	14,540.00	25,460.00	0.00	25,460.00	36.35
A.7110.0131	PARKS DEPT - WEEKEND STAFF	9,200.00	9,200.00	4,000.00	5,200.00	0.00	5,200.00	43.48
A.7110.0140	OVERTIME	47,631.00	47,631.00	10,441.78	37,189.22	0.00	37,189.22	21.92
Total 0001	PERSONAL SERVICES	865,006.00	865,006.00	190,899.37	674,106.63	0.00	674,106.63	22.07
A.7110.0230	EQUIPMENT & TOOLS	12,000.00	12,000.00	683.73	11,316.27	0.00	11,316.27	5.70
A.7110.0250	UNIFORMS	12,700.00	12,700.00	0.00	12,700.00	0.00	12,700.00	0.00
Total 0002	EQUIPMENT & OTHER	24,700.00	24,700.00	683.73	24,016.27	0.00	24,016.27	2.77
A.7110.0406	TRAINING&CONFERENCE	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00
A.7110.0407	AUTOMOTIVE REPAIRS	34,000.00	34,188.78	3,771.27	30,417.51	188.78	30,228.73	11.03
A.7110.0408	FUEL, OIL & LUBRICANTS	20,000.00	20,000.00	4,010.82	15,989.18	0.00	15,989.18	20.05
A.7110.0409	BLDG. & PARK IMPROV.	43,000.00	72,117.90	6,610.35	65,507.55	36,286.05	29,221.50	9.17
A.7110.0410	SUPPLIES	19,000.00	20,571.68	2,754.17	17,817.51	0.00	17,817.51	13.39
A.7110.0411	MATERIALS	47,200.00	51,199.00	2,662.25	48,536.75	2,000.00	46,536.75	5.20
A.7110.0414	UTILITIES - HEATING	15,000.00	15,000.00	205.75	14,794.25	0.00	14,794.25	1.37
A.7110.0415	UTILITIES - WATER	17,000.00	17,000.00	5,354.65	11,645.35	0.00	11,645.35	31.50
A.7110.0416	UTILITIES- ELECTRIC	53,000.00	53,000.00	5,365.84	47,634.16	0.00	47,634.16	10.12
A.7110.0420	PARKS DEPT BUILDING MAINTENANCE	10,000.00	10,000.00	647.61	9,352.39	0.00	9,352.39	6.48
A.7110.0421	CONTRACT SERVICES	40,000.00	40,000.00	2,921.56	37,078.44	0.00	37,078.44	7.30
Total 0004	CONTRACTUAL EXPENSES	299,400.00	334,277.36	34,304.27	299,973.09	38,474.83	261,498.26	10.26
Total Dept 7110	PARKS DEPARTMENT	1,189,106.00	1,223,983.36	225,887.37	998,095.99	38,474.83	959,621.16	18.46
Dept 7140	RECREATION ADMINISTRATION							
A.7140.0110	PERM.REG PERSONNEL	445,563.00	445,563.00	68,627.17	376,935.83	0.00	376,935.83	15.40
A.7140.0120	PART - TIME CLERICAL	32,500.00	32,500.00	16,107.00	16,393.00	0.00	16,393.00	49.56
A.7140.0140	OVERTIME	25,000.00	25,000.00	18,810.51	6,189.49	0.00	6,189.49	75.24
Total 0001	PERSONAL SERVICES	503,063.00	503,063.00	103,544.68	399,518.32	0.00	399,518.32	20.58
A.7140.0220	OFFICE EQUIPMENT	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0002	EQUIPMENT & OTHER	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
A.7140.0403	PRINTING & STATIONERY	11,000.00	11,000.00	1,789.00	9,211.00	0.00	9,211.00	16.26
A.7140.0405	MUNI DUES & SUBSCRIP	550.00	550.00	0.00	550.00	0.00	550.00	0.00
A.7140.0406	TRAINING&CONFERENCE	5,000.00	5,000.00	717.75	4,282.25	0.00	4,282.25	14.36

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7140	RECREATION ADMINISTRATION							
A.7140.0408	AUTO MILEAGE ALLOWANCE	1,000.00	1,000.00	137.66	862.34	0.00	862.34	13.77
A.7140.0410	RECREATION SUPPLIES	11,000.00	11,366.75	2,555.10	8,811.65	0.00	8,811.65	22.48
A.7140.0421	CONTRACT SERVICES	38,000.00	41,276.00	4,928.85	36,347.15	3,276.00	33,071.15	11.94
Total 0004	CONTRACTUAL EXPENSES	66,550.00	70,192.75	10,128.36	60,064.39	3,276.00	56,788.39	14.43
Total Dept 7140	RECREATION ADMINISTRATION	571,613.00	575,255.75	113,673.04	461,582.71	3,276.00	458,306.71	19.76
Dept 7141	COMMUNITY RECREATION PROGRAMS							
A.7141.0421	CONTRACT SERVICES	1,900.00	1,900.00	0.00	1,900.00	0.00	1,900.00	0.00
A.7141.0422	SOUTH EAST CONSORTIUM	7,200.00	7,200.00	0.00	7,200.00	0.00	7,200.00	0.00
Total 0004	CONTRACTUAL EXPENSES	9,100.00	9,100.00	0.00	9,100.00	0.00	9,100.00	0.00
A.7141.0424.0110	SPRING SOFTBALL - REGULAR PERSONNEL	16,500.00	16,500.00	6,155.00	10,345.00	0.00	10,345.00	37.30
A.7141.0424.0220	SPRING SOFTBALL - EQUIPMENT & CAPITAL OUTLAY	2,000.00	2,000.00	1,860.00	140.00	0.00	140.00	93.00
A.7141.0424.0421	SPRING SOFTBALL - CONTRACTUAL EXPENSES	9,000.00	9,000.00	0.00	9,000.00	0.00	9,000.00	0.00
Total 0424	0424	27,500.00	27,500.00	8,015.00	19,485.00	0.00	19,485.00	29.15
A.7141.0425.0110	FALL SOFTBALL - REGULAR PERSONNEL	7,200.00	7,200.00	0.00	7,200.00	0.00	7,200.00	0.00
A.7141.0425.0220	FALL SOFTBALL - EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	415.55	584.45	0.00	584.45	41.56
A.7141.0425.0421	FALL SOFTBALL - CONTRACTUAL EPXENSE	9,500.00	9,500.00	2,151.27	7,348.73	0.00	7,348.73	22.64
Total 0425	0425	17,700.00	17,700.00	2,566.82	15,133.18	0.00	15,133.18	14.50
A.7141.0433.0220	BEACH TIKI EVENT - EQUIPEMENT & CAPITAL OUTLAY	0.00	425.00	425.00	0.00	0.00	0.00	100.00
Total 0433	0433	0.00	425.00	425.00	0.00	0.00	0.00	100.00
A.7141.0434.0110	KAYAKING - REGULAR PERSONNEL	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
A.7141.0434.0220	KAYAKING - EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	100.00
Total 0434	0434	5,500.00	5,500.00	1,000.00	4,500.00	0.00	4,500.00	18.18

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7141	COMMUNITY RECREATION PROGRAMS							
A.7141.0435.0110	PADDLEBOARD - REGULAR PERSONNEL	3,000.00	3,000.00	275.00	2,725.00	0.00	2,725.00	9.17
A.7141.0435.0220	PADDLEBOARD - EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0435	0435	4,000.00	4,000.00	275.00	3,725.00	0.00	3,725.00	6.88
A.7141.0436.0110	ADULT FITNESS CLASS - REGULAR PERSONNEL	4,350.00	4,350.00	512.71	3,837.29	0.00	3,837.29	11.79
A.7141.0436.0220	ADULT FITNESS CLASS - EQUIPMENT & CAPITAL OUTLAY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0436	0436	4,850.00	4,850.00	512.71	4,337.29	0.00	4,337.29	10.57
A.7141.0438.0110	STEM PROGRAM - REGULAR PERSONNEL	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7141.0438.0220	STEM PROGRAM - EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7141.0438.0421	STEM PROGRAM - CONTRACTUAL EXPENSES	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Total 0438	0438	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.7141.0439.0110	ART PROGRAM - REGULAR PERSONNEL	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7141.0439.0220	ART PROGRAM - EQUIPMENT & CAPITAL OUTLAY	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
A.7141.0439.0421	ART PROGRAM - CONTRACTUAL EXPENSES	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0439	0439	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.7141.0441.0110	SCHOOL BREAK PROGRAMMING - REGULAR PERSONNEL	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7141.0441.0220	SCHOOL BREAK PROGRAMMING - EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7141.0441.0421	SCHOOL BREAK PROGRAMMING - CAPITAL EXPENSES	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0441	0441	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.7141.0444.0110	ADAPTIVE RECREATION	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7141	COMMUNITY RECREATION PROGRAMS							
A.7141.0444.0110	PROGRAMS- REGULAR PERSONNEL							
A.7141.0444.0220	ADAPTIVE RECREATION PROGRAMS-EQUIPMENT & CAPITAL OUTLAY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7141.0444.0421	ADAPTIVE RECREATION PROGRAMS- CONTRACTUAL EXPENSES	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Total 0444	0444	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
Total Dept 7141	COMMUNITY RECREATION PROGRAMS	82,650.00	83,075.00	12,794.53	70,280.47	0.00	70,280.47	15.40
Dept 7142	BEACH							
A.7142.0130	SEASONAL SALARIES	90,000.00	90,000.00	52,412.50	37,587.50	0.00	37,587.50	58.24
Total 0001	PERSONAL SERVICES	90,000.00	90,000.00	52,412.50	37,587.50	0.00	37,587.50	58.24
A.7142.0403	BEACH.PRINTING & STATIONERY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7142.0409	BEACH.BUILDING IMPROVEMENTS	5,000.00	5,000.00	4,314.09	685.91	0.00	685.91	86.28
A.7142.0410	BEACH SUPPLIES	7,500.00	7,500.00	1,911.89	5,588.11	0.00	5,588.11	25.49
A.7142.0411	MATERIALS	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.00
A.7142.0415	UTILITIES - WATER	51,000.00	51,000.00	30,133.16	20,866.84	0.00	20,866.84	59.08
A.7142.0420	BUILDING MAINTENANCE	6,000.00	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00
A.7142.0421	CONTRACT SERVICES	11,000.00	11,000.00	4,634.76	6,365.24	0.00	6,365.24	42.13
A.7142.0422	FEES	400.00	400.00	0.00	400.00	0.00	400.00	0.00
Total 0004	CONTRACTUAL EXPENSES	83,900.00	83,900.00	42,993.90	40,906.10	0.00	40,906.10	51.24
Total Dept 7142	BEACH	173,900.00	173,900.00	95,406.40	78,493.60	0.00	78,493.60	54.86
Dept 7143	DAY CAMP							
A.7143.0130	SEASONAL	200,000.00	200,000.00	98,058.24	101,941.76	0.00	101,941.76	49.03
A.7143.0131	DAY CAMP WATERFRONT	50,000.00	50,000.00	19,245.00	30,755.00	0.00	30,755.00	38.49
Total 0001	PERSONAL SERVICES	250,000.00	250,000.00	117,303.24	132,696.76	0.00	132,696.76	46.92
A.7143.0406	TRAINING & CONFERENCE	4,500.00	4,500.00	917.50	3,582.50	0.00	3,582.50	20.39
A.7143.0410	SUPPLIES	14,000.00	14,000.00	6,428.61	7,571.39	0.00	7,571.39	45.92
A.7143.0422	FEES	100,000.00	100,000.00	59,940.23	40,059.77	5,062.50	34,997.27	59.94
Total 0004	CONTRACTUAL EXPENSES	118,500.00	118,500.00	67,286.34	51,213.66	5,062.50	46,151.16	56.78

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7143	DAY CAMP							
Total Dept 7143	DAY CAMP	368,500.00	368,500.00	184,589.58	183,910.42	5,062.50	178,847.92	50.09
Dept 7146	MARINE EDUCATION CENTER							
A.7146.0110	MARINE EDUCATION CENTER.PERM. REGULAR PERSONNEL	82,250.00	82,250.00	15,231.50	67,018.50	0.00	67,018.50	18.52
A.7146.0120	MARINE EDUCATION CENTER.PART-TIME SALARIES	25,200.00	25,200.00	16,042.00	9,158.00	0.00	9,158.00	63.66
A.7146.0140	MARINE EDUCATION CENTER.OVERTIME	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
Total 0001	PERSONAL SERVICES	112,450.00	112,450.00	31,273.50	81,176.50	0.00	81,176.50	27.81
A.7146.0220	MARINE EDUCATION CENTER.OFFICE EQUIPMENT	2,500.00	2,500.00	898.88	1,601.12	0.00	1,601.12	35.96
A.7146.0250	MARINE EDUCATION CENTER.UNIFORMS	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0002	EQUIPMENT & OTHER	4,500.00	4,500.00	898.88	3,601.12	0.00	3,601.12	19.98
A.7146.0403	MARINE EDUCATION CENTER.PRINTING & STATIONERY	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.7146.0408	FUEL, OIL & LUBRICANTS	800.00	800.00	215.44	584.56	0.00	584.56	26.93
A.7146.0410	MARINE EDUCATION CENTER.SUPPLIES	7,500.00	7,500.00	1,739.50	5,760.50	0.00	5,760.50	23.19
A.7146.0421	MARINE EDUCATION CENTER.CONTRACT SERVICES	14,700.00	14,700.00	2,595.47	12,104.53	0.00	12,104.53	17.66
Total 0004	CONTRACTUAL EXPENSES	24,000.00	24,000.00	4,550.41	19,449.59	0.00	19,449.59	18.96
Total Dept 7146	MARINE EDUCATION CENTER	140,950.00	140,950.00	36,722.79	104,227.21	0.00	104,227.21	26.05
Dept 7230	MARINA & DOCKS							
A.7230.0110	PERM.REG PERSONNEL	227,539.00	227,539.00	38,340.50	189,198.50	0.00	189,198.50	16.85
A.7230.0130	SEASONAL LABOR	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
A.7230.0140	MARINA & DOCKS.OVERTIME	3,500.00	3,500.00	4,199.07	(699.07)	0.00	(699.07)	119.97
Total 0001	PERSONAL SERVICES	236,039.00	236,039.00	42,539.57	193,499.43	0.00	193,499.43	18.02
A.7230.0220	OFFICE EQUIPMENT	600.00	600.00	46.65	553.35	0.00	553.35	7.78
A.7230.0230	EQUIPMENT & TOOLS	5,500.00	5,500.00	296.65	5,203.35	0.00	5,203.35	5.39
A.7230.0250	UNIFORMS	1,500.00	1,500.00	320.30	1,179.70	0.00	1,179.70	21.35
A.7230.0256	RADIO EQUIPMENT	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0002	EQUIPMENT & OTHER	8,100.00	8,100.00	663.60	7,436.40	0.00	7,436.40	8.19

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7230	MARINA & DOCKS							
A.7230.0403	PRINTING & STATIONERY	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
A.7230.0405	MUNI DUES & SUBSCRIP	800.00	800.00	0.00	800.00	0.00	800.00	0.00
A.7230.0406	TRAINING&CONFERENCE	2,350.00	2,350.00	0.00	2,350.00	0.00	2,350.00	0.00
A.7230.0407	AUTOMOTIVE REPAIRS	7,000.00	30,364.91	22,872.73	7,492.18	1,087.33	6,404.85	75.33
A.7230.0408	FUEL, OIL & LUBRICANTS	2,000.00	2,000.00	289.58	1,710.42	0.00	1,710.42	14.48
A.7230.0409	BUILDING IMPROV.	2,200.00	2,200.00	0.00	2,200.00	0.00	2,200.00	0.00
A.7230.0410	SUPPLIES	4,000.00	4,000.00	24.90	3,975.10	0.00	3,975.10	0.62
A.7230.0412	MAPS & PRINTS	300.00	300.00	0.00	300.00	0.00	300.00	0.00
A.7230.0414	UTILITIES - HEATING	4,000.00	4,000.00	58.77	3,941.23	0.00	3,941.23	1.47
A.7230.0415	UTILITIES - WATER	7,500.00	7,500.00	3,077.44	4,422.56	0.00	4,422.56	41.03
A.7230.0420	BUILDING MAINTENANCE	1,200.00	1,200.00	254.23	945.77	0.00	945.77	21.19
A.7230.0421	CONTRACT SERVICES	9,805.00	9,805.00	5,996.65	3,808.35	0.00	3,808.35	61.16
A.7230.0435	MARINE REPAIR & STORAGE	3,500.00	3,500.00	2,960.79	539.21	0.00	539.21	84.59
A.7230.0437	FLOATS	8,000.00	8,000.00	464.83	7,535.17	0.00	7,535.17	5.81
Total 0004	CONTRACTUAL EXPENSES	56,155.00	79,519.91	35,999.92	43,519.99	1,087.33	42,432.66	45.27
Total Dept 7230	MARINA & DOCKS	300,294.00	323,658.91	79,203.09	244,455.82	1,087.33	243,368.49	24.47
Dept 7318	YOUTH PROG. - CO-OP CAMP							
A.7318.0130	SEASONAL SALARIES	19,000.00	19,000.00	0.00	19,000.00	0.00	19,000.00	0.00
Total 0001	PERSONAL SERVICES	19,000.00	19,000.00	0.00	19,000.00	0.00	19,000.00	0.00
Total Dept 7318	YOUTH PROG. - CO-OP CAMP	19,000.00	19,000.00	0.00	19,000.00	0.00	19,000.00	0.00
Dept 7410	EMELIN THEATRE							
A.7410.0422	ANNUAL FEE	14,700.00	14,700.00	0.00	14,700.00	0.00	14,700.00	0.00
Total 0004	CONTRACTUAL EXPENSES	14,700.00	14,700.00	0.00	14,700.00	0.00	14,700.00	0.00
Total Dept 7410	EMELIN THEATRE	14,700.00	14,700.00	0.00	14,700.00	0.00	14,700.00	0.00
Dept 7450	LMCTV - FRANCHISE FEE ALLOCATION							
A.7450.0421	LMCTV - FRANCHISE FEE ALLOCATION.CONTRACT SERVICES	200,000.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	200,000.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
Total Dept 7450	LMCTV - FRANCHISE FEE ALLOCATION	200,000.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
Dept 7510	HISTORIAN							

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7510	HISTORIAN							
A.7510.0210	OFFICE FURNITURE	250.00	250.00	0.00	250.00	0.00	250.00	0.00
Total 0002	EQUIPMENT & OTHER	250.00	250.00	0.00	250.00	0.00	250.00	0.00
A.7510.0406	TRAINING&CONFERENCE	350.00	350.00	0.00	350.00	0.00	350.00	0.00
A.7510.0410	SUPPLIES	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7510.0421	CONTRACT SERVICES	18,000.00	18,000.00	2,837.34	15,162.66	0.00	15,162.66	15.76
Total 0004	CONTRACTUAL EXPENSES	18,850.00	18,850.00	2,837.34	16,012.66	0.00	16,012.66	15.05
Total Dept 7510	HISTORIAN	19,100.00	19,100.00	2,837.34	16,262.66	0.00	16,262.66	14.86
Dept 7550	CELEBRATIONS							
A.7550.0431.0110	TURKEY TROT REGULAR SALARIES	9,000.00	9,000.00	0.00	9,000.00	0.00	9,000.00	0.00
A.7550.0431.0220	TURKEY TROT EQUIPMENT & CAPIT OUTLAY	14,800.00	14,800.00	0.00	14,800.00	0.00	14,800.00	0.00
A.7550.0431.0421	TURKEY TROT CONTRACTUAL SERVICES	5,500.00	5,500.00	0.00	5,500.00	0.00	5,500.00	0.00
Total 0431	0431	29,300.00	29,300.00	0.00	29,300.00	0.00	29,300.00	0.00
A.7550.0432.0110	INDEPENDENCE DAY REGULAR SALARIES	48,536.00	48,536.00	31,094.93	17,441.07	0.00	17,441.07	64.07
A.7550.0432.0220	INDEPENDENCE DAY EQUIPMENT AND CAPIT OUTLAY	2,100.00	2,100.00	1,349.62	750.38	0.00	750.38	64.27
A.7550.0432.0421	INDEPENDENCE DAY CONTRACTUAL SERVICES	42,400.00	42,400.00	26,886.95	15,513.05	0.00	15,513.05	63.41
Total 0432	0432	93,036.00	93,036.00	59,331.50	33,704.50	0.00	33,704.50	63.77
A.7550.0433.0110	MEMORIAL DAY REGULAR SALARIES	17,000.00	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00
A.7550.0433.0220	MEMORIAL DAY EQUIP & CAPITAL OUTLAY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7550.0433.0421	MEMORIAL DAY CONTRACTUAL EXPENSES	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
Total 0433	0433	22,500.00	22,500.00	0.00	22,500.00	0.00	22,500.00	0.00
A.7550.0434.0110	VETERANS DAY REGULAR SALARIES	2,700.00	2,700.00	0.00	2,700.00	0.00	2,700.00	0.00
A.7550.0434.0220	VETERANS DAY EQUIPMENT & CAPITAL OUTLAY	950.00	950.00	0.00	950.00	0.00	950.00	0.00
Total 0434	0434	3,650.00	3,650.00	0.00	3,650.00	0.00	3,650.00	0.00
A.7550.0436.0110	ST PATRICKS DAY PARADE	18,500.00	18,500.00	0.00	18,500.00	0.00	18,500.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7550	CELEBRATIONS							
A.7550.0436.0110	REGULAR SALARIES							
Total 0436	0436	18,500.00	18,500.00	0.00	18,500.00	0.00	18,500.00	0.00
A.7550.0437.0110	SPRING CLEAN & GREEN REGULAR SALARIES	2,950.00	2,950.00	0.00	2,950.00	0.00	2,950.00	0.00
A.7550.0437.0220	SPRING CLEAN & GREEN EQUIPMENT & CAPITAL OUTLAY	1,320.00	1,320.00	0.00	1,320.00	0.00	1,320.00	0.00
A.7550.0437.0421	SPRING CLEAN & GREEN CONTRACTUAL SERVICES	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00
Total 0437	0437	5,470.00	5,470.00	0.00	5,470.00	0.00	5,470.00	0.00
A.7550.0438.0110	VMFD FIREMEN'S PARADE REGULAR SALARIES	17,586.00	17,586.00	24,983.53	(7,397.53)	0.00	(7,397.53)	142.06
Total 0438	0438	17,586.00	17,586.00	24,983.53	(7,397.53)	0.00	(7,397.53)	142.06
A.7550.0439.0110	HIP CONCERT #1 REGULAR SALARIES	3,400.00	3,400.00	2,263.73	1,136.27	0.00	1,136.27	66.58
A.7550.0439.0220	HIP CONCERT #1EQUIPMENT & CAPITAL OUTLAY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7550.0439.0421	HIP CONCERT #1 CONTRACTUAL SERVICES	16,700.00	16,700.00	1,500.00	15,200.00	0.00	15,200.00	8.98
Total 0439	0439	20,600.00	20,600.00	3,763.73	16,836.27	0.00	16,836.27	18.27
A.7550.0440.0110	HIP CONCERT #2 REGULAR SALARIES	3,400.00	3,400.00	0.00	3,400.00	0.00	3,400.00	0.00
A.7550.0440.0220	HIP CONCERT #2 EQUIPMENT & CAPITAL OUTLAY	300.00	300.00	0.00	300.00	0.00	300.00	0.00
A.7550.0440.0421	HIP CONCERT #3 CONTRACTUAL SERVICES	6,500.00	6,500.00	1,500.00	5,000.00	0.00	5,000.00	23.08
Total 0440	0440	10,200.00	10,200.00	1,500.00	8,700.00	0.00	8,700.00	14.71
A.7550.0441.0110	HARBOR ISLAND CONCERT #3 REGULAR PERSONNEL	3,400.00	3,400.00	0.00	3,400.00	0.00	3,400.00	0.00
A.7550.0441.0220	HARBOR ISLAND CONCERT #3 EQUIP & CAPITAL OUTLAY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.7550.0441.0421	HARBOR ISLAND CONCERT #3 CONTRACTUAL SERV	16,700.00	16,700.00	600.00	16,100.00	0.00	16,100.00	3.59
Total 0441	0441	20,600.00	20,600.00	600.00	20,000.00	0.00	20,000.00	2.91
A.7550.0442.0110	FALL AND CLEAN & GREEN DAY - SALARIES	2,100.00	2,100.00	0.00	2,100.00	0.00	2,100.00	0.00
A.7550.0442.0220	FALL CLEAN & GREEN DAY	600.00	600.00	0.00	600.00	0.00	600.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7550	CELEBRATIONS							
A.7550.0442.0220	EQUIPMENT							
Total 0442	0442	2,700.00	2,700.00	0.00	2,700.00	0.00	2,700.00	0.00
A.7550.0443.0110	TREE LIGHTING & HOLIDAY EVENT	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
A.7550.0443.0220	TREE LIGHTING & HOLIDAY EVENT EQUIPMENT	16,500.00	16,500.00	0.00	16,500.00	0.00	16,500.00	0.00
A.7550.0443.0421	TREE LIGHTING & HOLIDAY EVENT CONTRACTUAL	2,800.00	2,800.00	0.00	2,800.00	0.00	2,800.00	0.00
Total 0443	0443	49,300.00	49,300.00	0.00	49,300.00	0.00	49,300.00	0.00
A.7550.0444.0110	HIP MONARCH BUTTERFLY FESTIVAL SALARIES	2,700.00	2,700.00	0.00	2,700.00	0.00	2,700.00	0.00
A.7550.0444.0220	HIP MONARCH BUTTERFLY FESTIVAL EQUIPMENT	500.00	500.00	40.87	459.13	0.00	459.13	8.17
A.7550.0444.0421	HIP MONARCH BUTTERFLY FESTIVAL CONTRACTUAL	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0444	0444	4,200.00	4,200.00	40.87	4,159.13	0.00	4,159.13	0.97
A.7550.0445.0110	SPOOKTACULAR HALLOWEEN PARADE REGULAR SALARIES	5,400.00	5,400.00	0.00	5,400.00	0.00	5,400.00	0.00
A.7550.0445.0220	SPOOKTACULAR HALLOWEEN PARADE EQUIPMENT	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.7550.0445.0421	SPOOKTACULAR HALLOWEEN PARADE CONTRACTUAL	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0445	0445	8,900.00	8,900.00	0.00	8,900.00	0.00	8,900.00	0.00
A.7550.0446.0421	VMFD FIRE INSPECTION DINNER CONTRACTUAL SERVICES	20,200.00	20,450.00	0.00	20,450.00	250.00	20,200.00	0.00
Total 0446	0446	20,200.00	20,450.00	0.00	20,450.00	250.00	20,200.00	0.00
A.7550.0447.0421	END OF YEAR HOLIDAY PARTY CONTRACTUAL SERVICES	7,800.00	7,800.00	0.00	7,800.00	0.00	7,800.00	0.00
Total 0447	0447	7,800.00	7,800.00	0.00	7,800.00	0.00	7,800.00	0.00
A.7550.0448.0110	JUNETEENTH COLUMBUS PARK SALARIES	4,300.00	4,300.00	1,068.68	3,231.32	0.00	3,231.32	24.85
A.7550.0448.0220	JUNETEENTH COLUMBUS PARK EQUIPMENT	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7550	CELEBRATIONS							
A.7550.0448.0421	JUNETEENTH COLUMBUS PARK CONTRACTUAL SERVICES	3,000.00	3,000.00	2,200.00	800.00	0.00	800.00	73.33
Total 0448	0448	8,800.00	8,800.00	3,268.68	5,531.32	0.00	5,531.32	37.14
A.7550.0449.0110	KIWANIS CAR SHOW - REGULAR SALARIES	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
Total 0449	0449	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
A.7550.0450.0110	SUMMER ON THE AVENUE BLOCK PARTY REGULAR SALARIES	20,100.00	20,100.00	2,040.00	18,060.00	0.00	18,060.00	10.15
A.7550.0450.0220	SUMMER ON THE AVENUE BLOCK PARTY EQUIPMENT	2,000.00	2,000.00	1,919.58	80.42	0.00	80.42	95.98
A.7550.0450.0421	SUMMER ON THE AVE BLOCK PARTY CONTRACTUAL SERVICES	16,000.00	16,000.00	9,420.00	6,580.00	3,076.64	3,503.36	58.88
Total 0450	0450	38,100.00	38,100.00	13,379.58	24,720.42	3,076.64	21,643.78	35.12
A.7550.0451.0220	HOLIDAY DECORATIONS MAMARONECK AVE EQUIPMENT	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A.7550.0451.0421	HOLIDAY DECORATIONS MAMK AVE CONTRACTUAL SERVICES	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Total 0451	0451	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
A.7550.0452.0220	FLAGS EQUIPMENT	4,800.00	4,800.00	0.00	4,800.00	0.00	4,800.00	0.00
Total 0452	0452	4,800.00	4,800.00	0.00	4,800.00	0.00	4,800.00	0.00
A.7550.0453.0110	VMPD NATIONAL NIGHT OUT REGULAR SALARIES	7,886.00	7,886.00	0.00	7,886.00	0.00	7,886.00	0.00
A.7550.0453.0220	VMPD NATIONAL NIGHT OUT EQUIPMENT AND CAPITAL OUTLAY	7,300.00	7,300.00	0.00	7,300.00	0.00	7,300.00	0.00
A.7550.0453.0421	VMPD NATIONAL NIGHT OUT CONTRACTUAL SERVICES	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
Total 0453	0453	19,686.00	19,686.00	0.00	19,686.00	0.00	19,686.00	0.00
A.7550.0454.0110	EASTER EGG HUNT REGULAR SALARIES	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0454	0454	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
A.7550.0455.0110	MOVIE NIGHT #1 REGULAR	1,300.00	1,300.00	1,164.98	135.02	0.00	135.02	89.61

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 7550	CELEBRATIONS							
0460	0460	900.00	900.00	763.32	136.68	0.00	136.68	84.81
A.7550.0461.0110	FIREMAN'S CARNIVAL PERSONNEL	27,000.00	27,000.00	15,391.86	11,608.14	0.00	11,608.14	57.01
Total 0461	FIREMAN'S CARNIVAL	27,000.00	27,000.00	15,391.86	11,608.14	0.00	11,608.14	57.01
Total Dept 7550	CELEBRATIONS	478,228.00	478,478.00	139,260.79	339,217.21	3,326.64	335,890.57	29.10
Dept 8010	BOARD OF APPEALS							
A.8010.0403	PRINTING & STATIONERY	750.00	750.00	0.00	750.00	0.00	750.00	0.00
A.8010.0406	TRAINING&CONFERENCE	600.00	600.00	0.00	600.00	0.00	600.00	0.00
A.8010.0410	SUPPLIES	150.00	150.00	57.35	92.65	0.00	92.65	38.23
A.8010.0421	CONTRACT SERVICES	5,000.00	5,000.00	750.00	4,250.00	0.00	4,250.00	15.00
A.8010.0423	PUBLIC & LEGAL NOTICE	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
Total 0004	CONTRACTUAL EXPENSES	9,000.00	9,000.00	807.35	8,192.65	0.00	8,192.65	8.97
Total Dept 8010	BOARD OF APPEALS	9,000.00	9,000.00	807.35	8,192.65	0.00	8,192.65	8.97
Dept 8020	PLANNING							
A.8020.0110	PLANNING.PERM. REGULAR PERSONNEL	306,920.00	306,920.00	25,741.31	281,178.69	0.00	281,178.69	8.39
A.8020.0120	PLANNING.PART-TIME SALARIES	58,670.00	58,670.00	2,097.30	56,572.70	0.00	56,572.70	3.57
A.8020.0140	PLANNING.OVERTIME	6,500.00	6,500.00	3,198.59	3,301.41	0.00	3,301.41	49.21
Total 0001	PERSONAL SERVICES	372,090.00	372,090.00	31,037.20	341,052.80	0.00	341,052.80	8.34
A.8020.0210	OFFICE FURNITURE	800.00	800.00	0.00	800.00	0.00	800.00	0.00
A.8020.0220	OFFICE EQUIPMENT	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total 0002	EQUIPMENT & OTHER	1,300.00	1,300.00	0.00	1,300.00	0.00	1,300.00	0.00
A.8020.0403	PRINTING & STATIONERY	500.00	500.00	0.00	500.00	0.00	500.00	0.00
A.8020.0405	MUNI DUES & SUBSCRIP	5,590.00	5,590.00	300.00	5,290.00	0.00	5,290.00	5.37
A.8020.0406	TRAINING&CONFERENCE	3,840.00	3,840.00	0.00	3,840.00	0.00	3,840.00	0.00
A.8020.0410	SUPPLIES	700.00	700.00	226.22	473.78	0.00	473.78	32.32
A.8020.0421	CONTRACT SERVICES	10,000.00	42,500.00	5,958.20	36,541.80	24,842.76	11,699.04	14.02
A.8020.0423	PUBLIC & LEGAL NOTICE	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00
Total 0004	CONTRACTUAL EXPENSES	21,830.00	54,330.00	6,484.42	47,845.58	24,842.76	23,002.82	11.94
Total Dept 8020	PLANNING	395,220.00	427,720.00	37,521.62	390,198.38	24,842.76	365,355.62	8.77
Dept 8030	COASTAL ZONE MGT. COMM.							

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 8030	COASTAL ZONE MGT. COMM.							
A.8030.0421	CONTRACT SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.8030.0450	MISCELLANEOUS	400.00	400.00	0.00	400.00	0.00	400.00	0.00
Total 0004	CONTRACTUAL EXPENSES	1,400.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00
Total Dept 8030	COASTAL ZONE MGT. COMM.	1,400.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00
Dept 8120	SANITARY SEWER SYSTEM							
A.8120.0110	PERM.REG PERSONNEL	206,646.00	206,646.00	20,958.99	185,687.01	0.00	185,687.01	10.14
A.8120.0140	OVERTIME	5,000.00	5,000.00	5,612.57	(612.57)	0.00	(612.57)	112.25
Total 0001	PERSONAL SERVICES	211,646.00	211,646.00	26,571.56	185,074.44	0.00	185,074.44	12.55
Total Dept 8120	SANITARY SEWER SYSTEM	211,646.00	211,646.00	26,571.56	185,074.44	0.00	185,074.44	12.55
Dept 8140	STORM WATER MGMT							
A.8140.0140	STORM WATER MGMT.OVERTIME	0.00	75,000.00	32,968.32	42,031.68	0.00	42,031.68	43.96
Total 0001	PERSONAL SERVICES	0.00	75,000.00	32,968.32	42,031.68	0.00	42,031.68	43.96
A.8140.0260	STORM WATER MGMT.MISCELLANEOUS EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0002	EQUIPMENT & OTHER	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
A.8140.0411	STORM WATER MGMT.MATERIALS	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
A.8140.0421	STORM WATER MGMT.CONTRACT SERVICES	199,800.00	124,800.00	12,966.91	111,833.09	0.00	111,833.09	10.39
Total 0004	CONTRACTUAL EXPENSES	202,300.00	127,300.00	12,966.91	114,333.09	0.00	114,333.09	10.19
Total Dept 8140	STORM WATER MGMT	203,300.00	203,300.00	45,935.23	157,364.77	0.00	157,364.77	22.59
Dept 8150	WATER MAINTENANCE							
A.8150.0421	WATER MAINTENANCE.CONTRACT SERVICES	0.00	111,083.00	4,000.00	107,083.00	107,083.00	0.00	3.60
Total 0004	CONTRACTUAL EXPENSES	0.00	111,083.00	4,000.00	107,083.00	107,083.00	0.00	3.60
Total Dept 8150	WATER MAINTENANCE	0.00	111,083.00	4,000.00	107,083.00	107,083.00	0.00	3.60
Dept 8160	SANITATION/WASTE COLLECTION							
A.8160.0110	PERM.REG PERSONNEL	1,226,591.00	1,226,591.00	224,236.65	1,002,354.35	0.00	1,002,354.35	18.28
A.8160.0140	OVERTIME	179,560.00	179,560.00	18,810.59	160,749.41	0.00	160,749.41	10.48

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 8160	SANITATION/WASTE COLLECTION							
Total 0001	PERSONAL SERVICES	1,406,151.00	1,406,151.00	243,047.24	1,163,103.76	0.00	1,163,103.76	17.28
A.8160.0250	UNIFORMS	15,650.00	15,650.00	0.00	15,650.00	0.00	15,650.00	0.00
A.8160.0260	MISC. EQUIPMENT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total 0002	EQUIPMENT & OTHER	16,650.00	16,650.00	0.00	16,650.00	0.00	16,650.00	0.00
A.8160.0407	AUTOMOTIVE REPAIRS	71,000.00	80,822.21	9,215.89	71,606.32	9,822.21	61,784.11	11.40
A.8160.0408	FUEL, OIL & LUBRICANTS	78,000.00	78,014.16	10,363.91	67,650.25	14.16	67,636.09	13.28
A.8160.0410	SUPPLIES	25,300.00	25,300.00	179.90	25,120.10	0.00	25,120.10	0.71
A.8160.0416	UTILITIES- ELECTRIC	2,000.00	2,000.00	103.78	1,896.22	0.00	1,896.22	5.19
A.8160.0420	BUILDING MAINTENANCE	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
A.8160.0421	CONTRACT SERVICES	309,825.00	313,625.00	30,123.23	283,501.77	4,136.89	279,364.88	9.60
A.8160.0446	RECYCLING EXPENSES	103,500.00	103,500.00	2,492.75	101,007.25	0.00	101,007.25	2.41
Total 0004	CONTRACTUAL EXPENSES	592,125.00	605,761.37	52,479.46	553,281.91	13,973.26	539,308.65	8.66
Total Dept 8160	SANITATION/WASTE COLLECTION	2,014,926.00	2,028,562.37	295,526.70	1,733,035.67	13,973.26	1,719,062.41	14.57
Dept 8170	STREET CLEANING							
A.8170.0110	PERM.REG PERSONNEL	137,661.00	137,661.00	14,111.37	123,549.63	0.00	123,549.63	10.25
A.8170.0140	OVERTIME	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
Total 0001	PERSONAL SERVICES	141,661.00	141,661.00	14,111.37	127,549.63	0.00	127,549.63	9.96
A.8170.0250	UNIFORMS	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0002	EQUIPMENT & OTHER	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
A.8170.0407	AUTOMOTIVE REPAIRS	14,000.00	14,000.00	12,624.58	1,375.42	0.00	1,375.42	90.18
A.8170.0408	FUEL, OIL & LUBRICANTS	7,000.00	7,000.00	775.13	6,224.87	0.00	6,224.87	11.07
A.8170.0421	CONTRACT SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	23,000.00	23,000.00	13,399.71	9,600.29	0.00	9,600.29	58.26
Total Dept 8170	STREET CLEANING	166,661.00	166,661.00	27,511.08	139,149.92	0.00	139,149.92	16.51
Dept 8510	COMMUNITY BEAUTIFICATION							
A.8510.0410	COMMITTEE FOR THE ENVIRONMENT	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total Dept 8510	COMMUNITY	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 8510	COMMUNITY BEAUTIFICATION							
Dept 8560	SHADE TREES							
A.8560.0413	TREE REFORESTATION	45,000.00	50,611.25	841.16	49,770.09	5,611.25	44,158.84	1.66
A.8560.0421	CONTRACT SERVICES	132,000.00	132,352.74	0.00	132,352.74	352.74	132,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	177,000.00	182,963.99	841.16	182,122.83	5,963.99	176,158.84	0.46
Total Dept 8560	SHADE TREES	177,000.00	182,963.99	841.16	182,122.83	5,963.99	176,158.84	0.46
Dept 8611	EMERGENCY TENANTS PROTECT							
A.8611.0421	CONTRACT SERVICES	13,000.00	13,000.00	0.00	13,000.00	0.00	13,000.00	0.00
Total 0004	CONTRACTUAL EXPENSES	13,000.00	13,000.00	0.00	13,000.00	0.00	13,000.00	0.00
Total Dept 8611	EMERGENCY TENANTS PROTECT	13,000.00	13,000.00	0.00	13,000.00	0.00	13,000.00	0.00
Dept 8745	STORM & FLOOD EMERGENCY RESPONSE							
A.8745.0110	STORM & FLOOD EMERGENCY RESPONSE - REG PERSONNEL	58,500.00	58,500.00	9,000.00	49,500.00	0.00	49,500.00	15.38
Total 0001	PERSONAL SERVICES	58,500.00	58,500.00	9,000.00	49,500.00	0.00	49,500.00	15.38
A.8745.0260	MISC. EQUIPMENT	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Total 0002	EQUIPMENT & OTHER	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.8745.0406	TRAINING & CONFERENCE	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A.8745.0421	CONTRACT SERVICES	0.00	21,799.98	17,306.40	4,493.58	4,493.58	0.00	79.39
Total 0004	CONTRACTUAL EXPENSES	3,000.00	24,799.98	17,306.40	7,493.58	4,493.58	3,000.00	69.78
Total Dept 8745	STORM & FLOOD EMERGENCY RESPONSE	64,500.00	86,299.98	26,306.40	59,993.58	4,493.58	55,500.00	30.48
Dept 8746	PANDEMIC CONTROL ACCOUNT							
A.8746.0421	CONTRACT SERVICES	0.00	2,190.00	0.00	2,190.00	2,190.00	0.00	0.00
Total 0004	CONTRACTUAL EXPENSES	0.00	2,190.00	0.00	2,190.00	2,190.00	0.00	0.00
Total Dept 8746	PANDEMIC CONTROL ACCOUNT	0.00	2,190.00	0.00	2,190.00	2,190.00	0.00	0.00
Dept 8748	STORM IDA RESPONSE & RECOVERY							

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 8748	STORM IDA RESPONSE & RECOVERY							
A.8748.0260	MISC. EQUIPMENT	0.00	9,601.40	0.00	9,601.40	9,601.40	0.00	0.00
Total 0002	EQUIPMENT & OTHER	0.00	9,601.40	0.00	9,601.40	9,601.40	0.00	0.00
A.8748.0407	AUTOMOTIVE REPAIRS	0.00	1,255.26	0.00	1,255.26	1,255.26	0.00	0.00
A.8748.0408	FUEL, OIL & LUBRICANTS	0.00	97.59	0.00	97.59	97.59	0.00	0.00
A.8748.0421	CONTRACT SERVICES	0.00	369,245.53	14,498.39	354,747.14	354,747.14	0.00	3.93
Total 0004	CONTRACTUAL EXPENSES	0.00	370,598.38	14,498.39	356,099.99	356,099.99	0.00	3.91
Total Dept 8748	STORM IDA RESPONSE & RECOVERY	0.00	380,199.78	14,498.39	365,701.39	365,701.39	0.00	3.81
Dept 8749	SEPTEMBER 2023 STORM							
A.8749.0260	REMNANTS OF OPHELIA.MISCELLANEOUS EQUIPMENT	0.00	4,113.56	0.00	4,113.56	4,113.56	0.00	0.00
Total 0002	EQUIPMENT & OTHER	0.00	4,113.56	0.00	4,113.56	4,113.56	0.00	0.00
A.8749.0421	REMNANTS OF OPHELIA.CONTRACT SERVICES	0.00	73,537.95	5,600.00	67,937.95	67,937.95	0.00	7.62
Total 0004	CONTRACTUAL EXPENSES	0.00	73,537.95	5,600.00	67,937.95	67,937.95	0.00	7.62
Total Dept 8749	SEPTEMBER 2023 STORM	0.00	77,651.51	5,600.00	72,051.51	72,051.51	0.00	7.21
Dept 9010	NYS EMPLOYYES RETIREMENT							
A.9010.0800	NYS EMPLOYEES PENSION CONTRIB.	1,384,126.00	1,384,126.00	0.00	1,384,126.00	0.00	1,384,126.00	0.00
Total 0008	EMPLOYEE BENEFITS	1,384,126.00	1,384,126.00	0.00	1,384,126.00	0.00	1,384,126.00	0.00
Total Dept 9010	NYS EMPLOYYES RETIREMENT	1,384,126.00	1,384,126.00	0.00	1,384,126.00	0.00	1,384,126.00	0.00
Dept 9015	POLICE & FIRE RETIREMENT							
A.9015.0800	POLICE RETIREMENT CONTRIBUTION	2,656,292.00	2,656,292.00	0.00	2,656,292.00	0.00	2,656,292.00	0.00
Total 0008	EMPLOYEE BENEFITS	2,656,292.00	2,656,292.00	0.00	2,656,292.00	0.00	2,656,292.00	0.00
Total Dept 9015	POLICE & FIRE RETIREMENT	2,656,292.00	2,656,292.00	0.00	2,656,292.00	0.00	2,656,292.00	0.00
Dept 9030	SOCIAL SECURITY							
A.9030.0801	F.I.C.A. & MEDICARE	1,309,576.00	1,309,576.00	265,433.70	1,044,142.30	0.00	1,044,142.30	20.27
Total 0008	EMPLOYEE BENEFITS	1,309,576.00	1,309,576.00	265,433.70	1,044,142.30	0.00	1,044,142.30	20.27

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 9030	SOCIAL SECURITY							
Total Dept 9030	SOCIAL SECURITY	1,309,576.00	1,309,576.00	265,433.70	1,044,142.30	0.00	1,044,142.30	20.27
Dept 9035	MTA TAX							
A.9035.0800	MTA PAYROLL TAX	63,513.00	63,513.00	11,528.92	51,984.08	0.00	51,984.08	18.15
Total 0008	EMPLOYEE BENEFITS	63,513.00	63,513.00	11,528.92	51,984.08	0.00	51,984.08	18.15
Total Dept 9035	MTA TAX	63,513.00	63,513.00	11,528.92	51,984.08	0.00	51,984.08	18.15
Dept 9040	WORKERS' COMPENSATION							
A.9040.0801	WORKERS COMPENSATION.WOKRERS COMPENSATION	35,000.00	35,000.00	7,380.00	27,620.00	0.00	27,620.00	21.09
A.9040.0803	WORKERS COMPENSATION	1,415,677.00	1,415,677.00	1,282,873.00	132,804.00	0.00	132,804.00	90.62
Total 0008	EMPLOYEE BENEFITS	1,450,677.00	1,450,677.00	1,290,253.00	160,424.00	0.00	160,424.00	88.94
Total Dept 9040	WORKERS' COMPENSATION	1,450,677.00	1,450,677.00	1,290,253.00	160,424.00	0.00	160,424.00	88.94
Dept 9045	LIFE INSURANCE							
A.9045.0805	GROUP LIFE INSURANCE	9,000.00	9,000.00	1,224.00	7,776.00	0.00	7,776.00	13.60
Total 0008	EMPLOYEE BENEFITS	9,000.00	9,000.00	1,224.00	7,776.00	0.00	7,776.00	13.60
Total Dept 9045	LIFE INSURANCE	9,000.00	9,000.00	1,224.00	7,776.00	0.00	7,776.00	13.60
Dept 9050	UNEMPLOYMENT INSURANCE							
A.9050.0806	UNEMPLOYMENT INSURANCE	51,578.00	51,578.00	306.96	51,271.04	0.00	51,271.04	0.60
Total 0008	EMPLOYEE BENEFITS	51,578.00	51,578.00	306.96	51,271.04	0.00	51,271.04	0.60
Total Dept 9050	UNEMPLOYMENT INSURANCE	51,578.00	51,578.00	306.96	51,271.04	0.00	51,271.04	0.60
Dept 9055	DISABILITY INSURANCE							
A.9055.0803	DISABILITY INSURANCE	2,779.00	2,779.00	0.00	2,779.00	0.00	2,779.00	0.00
Total 0008	EMPLOYEE BENEFITS	2,779.00	2,779.00	0.00	2,779.00	0.00	2,779.00	0.00
Total Dept 9055	DISABILITY INSURANCE	2,779.00	2,779.00	0.00	2,779.00	0.00	2,779.00	0.00
Dept 9060	HOSPITAL & MEDICAL INS.							
A.9060.0804	HOSPITAL & MEDICAL INSURANCE	6,807,300.00	6,807,300.00	1,239,129.53	5,568,170.47	0.00	5,568,170.47	18.20
A.9060.0804.0001	MEDICARE REIMBURSEMENT	280,000.00	280,000.00	76,778.96	203,221.04	0.00	203,221.04	27.42
A.9060.0804.0003	PAYMENTS IN-LIEU OF HEALTH INSURANCE	215,000.00	215,000.00	0.00	215,000.00	0.00	215,000.00	0.00
Total 0008	EMPLOYEE BENEFITS	7,302,300.00	7,302,300.00	1,315,908.49	5,986,391.51	0.00	5,986,391.51	18.02

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept 9060	HOSPITAL & MEDICAL INS.							
Total Dept 9060	HOSPITAL & MEDICAL INS.	7,302,300.00	7,302,300.00	1,315,908.49	5,986,391.51	0.00	5,986,391.51	18.02
Dept 9070	DENTAL INSURANCE							
A.9070.0807	DENTAL INSURANCE	128,000.00	128,000.00	32,374.38	95,625.62	0.00	95,625.62	25.29
Total 0008	EMPLOYEE BENEFITS	128,000.00	128,000.00	32,374.38	95,625.62	0.00	95,625.62	25.29
Total Dept 9070	DENTAL INSURANCE	128,000.00	128,000.00	32,374.38	95,625.62	0.00	95,625.62	25.29
Dept 9075	OPTICAL INSURANCE							
A.9075.0808	OPTICAL INSURANCE	35,200.00	35,200.00	7,448.04	27,751.96	0.00	27,751.96	21.16
Total 0008	EMPLOYEE BENEFITS	35,200.00	35,200.00	7,448.04	27,751.96	0.00	27,751.96	21.16
Total Dept 9075	OPTICAL INSURANCE	35,200.00	35,200.00	7,448.04	27,751.96	0.00	27,751.96	21.16
Dept 9080	OTHER BENEFITS							
A.9080.0112	SICK LEAVE INC. PROGRAM	135,000.00	135,000.00	1,016.66	133,983.34	0.00	133,983.34	0.75
A.9080.0115	VACATION BUYOUT	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
Total 0001	PERSONAL SERVICES	165,000.00	165,000.00	1,016.66	163,983.34	0.00	163,983.34	0.62
A.9080.0808	OPTICAL/WELFARE FUND	102,000.00	102,000.00	24,693.75	77,306.25	0.00	77,306.25	24.21
Total 0008	EMPLOYEE BENEFITS	102,000.00	102,000.00	24,693.75	77,306.25	0.00	77,306.25	24.21
Total Dept 9080	OTHER BENEFITS	267,000.00	267,000.00	25,710.41	241,289.59	0.00	241,289.59	9.63
Dept 9710	SERIAL BONDS							
A.9710.0600	SERIAL BONDS.PRINCIPAL	2,747,590.00	2,747,590.00	648,353.00	2,099,237.00	0.00	2,099,237.00	23.60
Total 0006	PRINCIPAL	2,747,590.00	2,747,590.00	648,353.00	2,099,237.00	0.00	2,099,237.00	23.60
A.9710.0700	SERIAL BONDS.INTEREST	1,028,857.00	1,028,857.00	150,854.84	878,002.16	0.00	878,002.16	14.66
Total 0007	INTEREST	1,028,857.00	1,028,857.00	150,854.84	878,002.16	0.00	878,002.16	14.66
Total Dept 9710	SERIAL BONDS	3,776,447.00	3,776,447.00	799,207.84	2,977,239.16	0.00	2,977,239.16	21.16
Dept 9730	BOND ANTICIPATION NOTES							
A.9730.0600	PRINCIPAL	54,605.00	54,544.93	0.00	54,544.93	0.00	54,544.93	0.00
Total 0006	PRINCIPAL	54,605.00	54,544.93	0.00	54,544.93	0.00	54,544.93	0.00
A.9730.0700	INTEREST	66,600.00	66,660.07	66,660.07	0.00	0.00	0.00	100.00
Total 0007	INTEREST	66,600.00	66,660.07	66,660.07	0.00	0.00	0.00	100.00
Total Dept 9730	BOND ANTICIPATION NOTES	121,205.00	121,205.00	66,660.07	54,544.93	0.00	54,544.93	55.00
Total Fund A	GENERAL FUND	46,974,651.00	48,430,608.16	9,256,144.89	39,174,463.27	1,413,551.43	37,760,911.84	19.11
Grand Total		46,974,651.00	48,430,608.16	9,256,144.89	39,174,463.27	1,413,551.43	37,760,911.84	19.11

VILLAGE OF MAMARONECK

Expense Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
-------------	-------------	-----------------	---------------------	---------------------	------------------------	----------------	-----------------------	----------------------

NOTE: One or more accounts may not be printed due to Account Table restrictions.

Revenue Control Report Parameters

Report ID: A FUND 6

Year: 2025

Period: 1 To: 12 Apply to Budget Columns: Yes

Description: Display Apply % to Original Budget: No

Spacing: Single Print Parent Account: No

Acct Status: Active Grand Totals on Separate Page: No

Suppress Zero Accts: All

Summary Only: No Use Alt Fund: No

Account Table: A GENERAL FUND

Rule No.	Component	From	To	Acct Type	
				From	To
1	FUND	A	A		

Alt. Sort Table:

Sort:	Sort	Subtotal	Page Break	Subheading
1	Fund	Yes	No	Yes
2	Dept	Yes	No	Yes
3	Item	Yes	No	No

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0100	REAL PROPERTY & TAX ITEMS					
A.0100.1001	REAL PROPERTY TAXES	28,980,122.00	28,980,122.00	28,973,918.17	6,203.83	99.98
Total Item 1001	REAL PROPERTY TAXES	28,980,122.00	28,980,122.00	28,973,918.17	6,203.83	99.98
A.0100.1050	PRIOR YEARS UNCOLL TAXES	9,000.00	9,000.00	57,188.40	(48,188.40)	635.43
Total Item 1050	PRIOR YEARS UNCOLL TAXES	9,000.00	9,000.00	57,188.40	(48,188.40)	635.43
A.0100.1081	PAYMENTS IN LIEU OF TAXES	50,906.00	50,906.00	0.00	50,906.00	0.00
Total Item 1081	PAYMENTS IN LIEU OF TAXES	50,906.00	50,906.00	0.00	50,906.00	0.00
A.0100.1090	INT & PENALTIES PROP TAX	175,000.00	175,000.00	13,036.76	161,963.24	7.45
Total Item 1090	INT & PENALTIES PROP TAX	175,000.00	175,000.00	13,036.76	161,963.24	7.45
Total Dept 0100	REAL PROPERTY & TAX ITEMS	29,215,028.00	29,215,028.00	29,044,143.33	170,884.67	99.42
Dept 0110	NON-PROPERTY TAXES					
A.0110.1113	NON-PROPERTY TAXES.TAX ON HOTEL ROOM OCCUPANCY	30,000.00	30,000.00	8,432.53	21,567.47	28.11
Total Item 1113	TAX ON HOTEL ROOM OCCUPANCY	30,000.00	30,000.00	8,432.53	21,567.47	28.11
A.0110.1120	SALES TAX DISTRIBUTION	5,300,000.00	5,300,000.00	0.00	5,300,000.00	0.00
Total Item 1120	SALES TAX DISTRIBUTION	5,300,000.00	5,300,000.00	0.00	5,300,000.00	0.00
A.0110.1131	UTILITIES GROSS RECPT TAX	365,000.00	365,000.00	15,016.17	349,983.83	4.11
Total Item 1131	UTILITIES GROSS RECPT TAX	365,000.00	365,000.00	15,016.17	349,983.83	4.11
A.0110.1132	FRANCHISE FEES - CABLE TV	200,000.00	200,000.00	0.00	200,000.00	0.00
Total Item 1132	FRANCHISE FEES - CABLE TV	200,000.00	200,000.00	0.00	200,000.00	0.00
Total Dept 0110	NON-PROPERTY TAXES	5,895,000.00	5,895,000.00	23,448.70	5,871,551.30	0.40
Dept 0120	GENERAL GOVERNMENT					
A.0120.1231	CLERK TREASURERS FEES	2,600.00	2,600.00	572.66	2,027.34	22.03
Total Item 1231	CLERK TREASURERS FEES	2,600.00	2,600.00	572.66	2,027.34	22.03
A.0120.1250	BUILDING DEPT MISC FEES	70,000.00	70,000.00	11,476.00	58,524.00	16.39
Total Item 1250	BUILDING DEPT MISC FEES	70,000.00	70,000.00	11,476.00	58,524.00	16.39
Total Dept 0120	GENERAL GOVERNMENT	72,600.00	72,600.00	12,048.66	60,551.34	16.60
Dept 0150	PUBLIC SAFETY					
A.0150.1520	POLICE FEES	1,000.00	1,000.00	269.00	731.00	26.90

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0150	PUBLIC SAFETY					
Total Item 1520	POLICE FEES	1,000.00	1,000.00	269.00	731.00	26.90
A.0150.1570	ALARM PERMIT FEES	35,000.00	35,000.00	1,745.00	33,255.00	4.99
Total Item 1570	ALARM PERMIT FEES	35,000.00	35,000.00	1,745.00	33,255.00	4.99
A.0150.1590	POLICE TRAFFIC DETAIL REIMBURSEMENT	490,000.00	490,000.00	70,700.00	419,300.00	14.43
Total Item 1590	POLICE TRAFFIC DETAIL REIMBURSEMENT	490,000.00	490,000.00	70,700.00	419,300.00	14.43
Total Dept 0150	PUBLIC SAFETY	526,000.00	526,000.00	72,714.00	453,286.00	13.82
Dept 0160	HEALTH					
A.0160.1603	VITAL STATISTICS FEES	10,200.00	10,200.00	1,540.00	8,660.00	15.10
Total Item 1603	VITAL STATISTICS FEES	10,200.00	10,200.00	1,540.00	8,660.00	15.10
Total Dept 0160	HEALTH	10,200.00	10,200.00	1,540.00	8,660.00	15.10
Dept 0170	TRANSPORTATION					
A.0170.1721	"RR"RESIDENT COMMUTER PERMITS-RESIDENT	168,000.00	168,000.00	18,797.40	149,202.60	11.19
Total Item 1721	"RR"RESIDENT COMMUTER PERMITS-RESIDENT	168,000.00	168,000.00	18,797.40	149,202.60	11.19
A.0170.1722	"NRR"NON-RESIDENT COMMUTER PARKING	35,000.00	35,000.00	0.00	35,000.00	0.00
Total Item 1722	"NRR"NON-RESIDENT COMMUTER PARKING	35,000.00	35,000.00	0.00	35,000.00	0.00
A.0170.1723	"GP"OFF-STREET PARKING PERMITS	155,000.00	155,000.00	67,107.20	87,892.80	43.29
Total Item 1723	"GP"OFF-STREET PARKING PERMITS	155,000.00	155,000.00	67,107.20	87,892.80	43.29
A.0170.1729.0010	PARKING DAILY	135,000.00	135,000.00	38,863.34	96,136.66	28.79
A.0170.1729.0012	PARKING PERMIT - NON RESIDENT	12,000.00	12,000.00	4,320.00	7,680.00	36.00
A.0170.1729.0014	PARKING PERMIT - RESIDENT	14,000.00	14,000.00	4,300.00	9,700.00	30.71
A.0170.1729.0020	PARKING SEASONAL PERMIT	12,000.00	12,000.00	12,000.00	0.00	100.00
Total Item 1729	HARBOR ISLAND PARKING	173,000.00	173,000.00	59,483.34	113,516.66	34.38
A.0170.1731	RESIDENTAL PARKING PERMIT-GREEN	2,500.00	2,500.00	340.00	2,160.00	13.60
Total Item 1731	1731	2,500.00	2,500.00	340.00	2,160.00	13.60
A.0170.1732	RESIDENTAL PARKING PERMIT-PURPLE	2,500.00	2,500.00	350.00	2,150.00	14.00
Total Item 1732	RESIDENTAL PARKING PERMIT-PURPLE	2,500.00	2,500.00	350.00	2,150.00	14.00
A.0170.1733	GPC - COMMERCIAL PARKING PERMITS	25,000.00	25,000.00	4,800.00	20,200.00	19.20

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0170	TRANSPORTATION					
Total Item 1733	GP COMMERCIAL	25,000.00	25,000.00	4,800.00	20,200.00	19.20
A.0170.1740	ON-STREET METER FEES	800,000.00	800,000.00	64,503.68	735,496.32	8.06
Total Item 1740	ON-STREET METER FEES	800,000.00	800,000.00	64,503.68	735,496.32	8.06
A.0170.1742	PARKING SPOT DINING	50,000.00	50,000.00	0.00	50,000.00	0.00
Total Item 1742	PARKING SPOT DINING	50,000.00	50,000.00	0.00	50,000.00	0.00
Total Dept 0170	TRANSPORTATION	1,411,000.00	1,411,000.00	215,381.62	1,195,618.38	15.26
Dept 0200	CULTURE & RECREATION					
A.0200.2001.0008	BLOCK PARTIES AND OTHER EVENTS	9,500.00	9,500.00	5,563.00	3,937.00	58.56
A.0200.2001.0010	AEROBICS CLASSES	4,200.00	4,200.00	1,025.00	3,175.00	24.40
A.0200.2001.0035	BEACH VOLLEYBALL - SEASON	15,000.00	15,000.00	0.00	15,000.00	0.00
A.0200.2001.0037	BEACH VOLLEYBALL TOURNAMENT	2,000.00	2,000.00	0.00	2,000.00	0.00
A.0200.2001.0060	PARK RENTAL FEES	15,000.00	15,000.00	0.00	15,000.00	0.00
A.0200.2001.0065	PAVILION DECK/BEACH TENT RENTAL	20,000.00	20,000.00	3,380.00	16,620.00	16.90
A.0200.2001.0070	FIELD MAINTENANCE FEES	160,000.00	160,000.00	63,140.00	96,860.00	39.46
A.0200.2001.0090	BEACH VENDING	1,000.00	1,000.00	0.00	1,000.00	0.00
A.0200.2001.0110	SOCCER CLINIC	2,000.00	2,000.00	0.00	2,000.00	0.00
A.0200.2001.0120	SOFTBALL SUMMER	32,000.00	32,000.00	0.00	32,000.00	0.00
A.0200.2001.0130	SOFTBALL FALL	18,000.00	18,000.00	0.00	18,000.00	0.00
A.0200.2001.0140	TURKEY TROT	36,000.00	36,000.00	0.00	36,000.00	0.00
A.0200.2001.0142	TREE LIGHTING SOCIAL SPONSORSHIP	2,000.00	2,000.00	0.00	2,000.00	0.00
A.0200.2001.0150	YOGA CLASSES	2,000.00	2,000.00	500.00	1,500.00	25.00
A.0200.2001.0160	CAMP OUT	2,000.00	2,000.00	0.00	2,000.00	0.00
A.0200.2001.0170	ZUMBA	4,000.00	4,000.00	900.00	3,100.00	22.50
A.0200.2001.0200	RECREATION FEES	1,500.00	1,500.00	1,700.00	(200.00)	113.33
A.0200.2001.0260	KAYAK TOURS	10,000.00	10,000.00	805.00	9,195.00	8.05
A.0200.2001.0270	PADDLE BOARD TOURS	5,000.00	5,000.00	310.00	4,690.00	6.20
Total Item 2001	PARK & RECREATION FEES	341,200.00	341,200.00	77,323.00	263,877.00	22.66
A.0200.2002	TENNIS FEES	500,000.00	500,000.00	25,000.00	475,000.00	5.00
Total Item 2002	TENNIS FEES	500,000.00	500,000.00	25,000.00	475,000.00	5.00
A.0200.2003	DAY CAMP FEES	400,000.00	400,000.00	144,136.46	255,863.54	36.03
Total Item 2003	DAY CAMP FEES	400,000.00	400,000.00	144,136.46	255,863.54	36.03
A.0200.2006	MARINE EDUCATION CENTER FEES	18,000.00	18,000.00	1,400.00	16,600.00	7.78
Total Item 2006	2006	18,000.00	18,000.00	1,400.00	16,600.00	7.78
A.0200.2025.0012	BEACH - NON RESIDENT FAMILY	9,500.00	9,500.00	1,915.00	7,585.00	20.16

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0200	CULTURE & RECREATION					
A.0200.2025.0013	BEACH - NON RESIDENT INDIVIDUAL	6,000.00	6,000.00	1,305.00	4,695.00	21.75
A.0200.2025.0014	BEACH - RESIDENT INDIVIDUAL	5,000.00	5,000.00	1,510.00	3,490.00	30.20
A.0200.2025.0015	BEACH & PARKING PERMIT - SENIOR	2,000.00	2,000.00	570.00	1,430.00	28.50
A.0200.2025.0016	BEACH - RESIDENT FAMILY	21,000.00	21,000.00	7,700.00	13,300.00	36.67
A.0200.2025.0020	BEACH DAILY SALES	125,000.00	125,000.00	58,784.24	66,215.76	47.03
Total Item 2025	BEACH FEES	168,500.00	168,500.00	71,784.24	96,715.76	42.60
A.0200.2041	FLOATS	355,000.00	355,000.00	16,504.00	338,496.00	4.65
Total Item 2041	FLOATS	355,000.00	355,000.00	16,504.00	338,496.00	4.65
A.0200.2042	MOORINGS	80,000.00	80,000.00	1,799.00	78,201.00	2.25
Total Item 2042	MOORINGS	80,000.00	80,000.00	1,799.00	78,201.00	2.25
A.0200.2043	RAMPS	17,000.00	17,000.00	2,172.00	14,828.00	12.78
Total Item 2043	RAMPS	17,000.00	17,000.00	2,172.00	14,828.00	12.78
A.0200.2045	BOAT STORAGE	50,000.00	50,000.00	0.00	50,000.00	0.00
Total Item 2045	BOAT STORAGE	50,000.00	50,000.00	0.00	50,000.00	0.00
A.0200.2090	HARBOR MASTER MISC FEES	76,000.00	76,000.00	1,860.00	74,140.00	2.45
Total Item 2090	HARBOR MASTER MISC FEES	76,000.00	76,000.00	1,860.00	74,140.00	2.45
Total Dept 0200	CULTURE & RECREATION	2,005,700.00	2,005,700.00	341,978.70	1,663,721.30	17.05
Dept 0210	HOME & COMMUNITY SERVICES					
A.0210.2110	ZONING BOARD FEES	11,000.00	11,000.00	545.00	10,455.00	4.95
Total Item 2110	ZONING BOARD FEES	11,000.00	11,000.00	545.00	10,455.00	4.95
A.0210.2115	PLANNING BOARD FEES	10,000.00	10,000.00	1,550.00	8,450.00	15.50
Total Item 2115	PLANNING BOARD FEES	10,000.00	10,000.00	1,550.00	8,450.00	15.50
A.0210.2117	HARBOR & COASTAL ZONE MANG COMM FEES	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Item 2117	HARBOR & COASTAL ZONE MANG COMM FEES	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Dept 0210	HOME & COMMUNITY SERVICES	24,000.00	24,000.00	2,095.00	21,905.00	8.73
Dept 0220	INTERGOVERNMENTAL CHARGES					
A.0220.2302	SNOW REMOVAL SERVICES	31,630.00	31,630.00	0.00	31,630.00	0.00
Total Item 2302	SNOW REMOVAL SERVICES	31,630.00	31,630.00	0.00	31,630.00	0.00

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0220	INTERGOVERNMENTAL CHARGES					
A.0220.2386	TRANSPORT OF PRISONERS	17,000.00	17,000.00	0.00	17,000.00	0.00
Total Item 2386	TRANSPORT OF PRISONERS	17,000.00	17,000.00	0.00	17,000.00	0.00
A.0220.2388	SELECTIVE ENFORCEMENT	7,000.00	7,000.00	0.00	7,000.00	0.00
Total Item 2388	SELECTIVE ENFORCEMENT	7,000.00	7,000.00	0.00	7,000.00	0.00
A.0220.2389	BUS SHELTERS	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Item 2389	BUS SHELTERS	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 0220	INTERGOVERNMENTAL CHARGES	61,630.00	61,630.00	0.00	61,630.00	0.00
Dept 0240	USE OF MONEY & PROPERTY					
A.0240.2401	INTEREST EARNINGS	155,000.00	155,000.00	56,729.54	98,270.46	36.60
Total Item 2401	INTEREST EARNINGS	155,000.00	155,000.00	56,729.54	98,270.46	36.60
A.0240.2412.0010	WIRELESS EDGE - FLAGPOLE RENTAL	65,000.00	65,000.00	12,317.66	52,682.34	18.95
A.0240.2412.0020	FISH & BAIT STATION	7,450.00	7,450.00	2,850.00	4,600.00	38.26
A.0240.2412.0030	306 FAYETTE AVE REALTY-SCC-EASEMENT	3,993.00	3,993.00	0.00	3,993.00	0.00
A.0240.2412.0040	CAMATONE- HALSTEAD AVE	8,400.00	8,400.00	0.00	8,400.00	0.00
A.0240.2412.0050	AMERICAN TOWERS(GLOBAL TOWERS)	98,000.00	98,000.00	12,529.52	85,470.48	12.79
A.0240.2412.0080	KEEPS PAVILION RENTAL	0.00	0.00	2,833.20	(2,833.20)	100.00
Total Item 2412	RENTAL OF PROPERTY	182,843.00	182,843.00	30,530.38	152,312.62	16.70
Total Dept 0240	USE OF MONEY & PROPERTY	337,843.00	337,843.00	87,259.92	250,583.08	25.83
Dept 0250	LICENSES & PERMITS					
A.0250.2502	USE OF STREETS	1,400.00	1,400.00	0.00	1,400.00	0.00
Total Item 2502	USE OF STREETS	1,400.00	1,400.00	0.00	1,400.00	0.00
A.0250.2544	DOG LICENSES	3,000.00	3,000.00	1,042.00	1,958.00	34.73
A.0250.2544.0010	BARK PARK ACCESS FEE	0.00	0.00	828.00	(828.00)	100.00
A.0250.2544.0020	BARK PARK ACCESS FEE NON-RESIDENT	0.00	0.00	884.00	(884.00)	100.00
Total Item 2544	DOG LICENSES	3,000.00	3,000.00	2,754.00	246.00	91.80
A.0250.2545	LICENSES, OTHER	12,000.00	12,000.00	1,640.00	10,360.00	13.67
Total Item 2545	LICENSES, OTHER	12,000.00	12,000.00	1,640.00	10,360.00	13.67
A.0250.2555	BUILDING PERMITS	1,300,000.00	1,300,000.00	236,462.00	1,063,538.00	18.19
Total Item 2555	BUILDING PERMITS	1,300,000.00	1,300,000.00	236,462.00	1,063,538.00	18.19
A.0250.2558	RENTAL INSPECTION FEE	50,000.00	50,000.00	0.00	50,000.00	0.00

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0250	LICENSES & PERMITS					
Total Item 2558	RENTAL INSPECTION FEE	<u>50,000.00</u>	<u>50,000.00</u>	<u>0.00</u>	<u>50,000.00</u>	<u>0.00</u>
A.0250.2560	STREET OPENING PERMITS	100,000.00	100,000.00	26,750.00	73,250.00	26.75
Total Item 2560	STREET OPENING PERMITS	<u>100,000.00</u>	<u>100,000.00</u>	<u>26,750.00</u>	<u>73,250.00</u>	<u>26.75</u>
A.0250.2565	ELECTRICAL PERMITS	110,000.00	110,000.00	28,610.00	81,390.00	26.01
Total Item 2565	ELECTRICAL PERMITS	<u>110,000.00</u>	<u>110,000.00</u>	<u>28,610.00</u>	<u>81,390.00</u>	<u>26.01</u>
A.0250.2580	SIDEWALK CAFE PERMITS	20,000.00	20,000.00	1,064.00	18,936.00	5.32
Total Item 2580	SIDEWALK CAFE PERMITS	<u>20,000.00</u>	<u>20,000.00</u>	<u>1,064.00</u>	<u>18,936.00</u>	<u>5.32</u>
A.0250.2590	PERMITS, OTHER	130,000.00	130,000.00	20,799.00	109,201.00	16.00
Total Item 2590	PERMITS, OTHER	<u>130,000.00</u>	<u>130,000.00</u>	<u>20,799.00</u>	<u>109,201.00</u>	<u>16.00</u>
Total Dept 0250	LICENSES & PERMITS	<u>1,726,400.00</u>	<u>1,726,400.00</u>	<u>318,079.00</u>	<u>1,408,321.00</u>	<u>18.42</u>
Dept 0261	FINES & FORFEITURES					
A.0261.2610	FINES & FORFEITED BAIL	800,000.00	800,000.00	0.00	800,000.00	0.00
Total Item 2610	FINES & FORFEITED BAIL	<u>800,000.00</u>	<u>800,000.00</u>	<u>0.00</u>	<u>800,000.00</u>	<u>0.00</u>
A.0261.2612	FALSE ALARM CHARGES	5,420.00	5,420.00	0.00	5,420.00	0.00
Total Item 2612	FALSE ALARM CHARGES	<u>5,420.00</u>	<u>5,420.00</u>	<u>0.00</u>	<u>5,420.00</u>	<u>0.00</u>
Total Dept 0261	FINES & FORFEITURES	<u>805,420.00</u>	<u>805,420.00</u>	<u>0.00</u>	<u>805,420.00</u>	<u>0.00</u>
Dept 0265	SALE OF PROPERTY & COMP					
A.0265.2651	RECYCLING SALES	9,000.00	9,000.00	1,827.60	7,172.40	20.31
Total Item 2651	RECYCLING SALES	<u>9,000.00</u>	<u>9,000.00</u>	<u>1,827.60</u>	<u>7,172.40</u>	<u>20.31</u>
A.0265.2652	SALE OF COMPOST	3,000.00	3,000.00	478.00	2,522.00	15.93
Total Item 2652	2652	<u>3,000.00</u>	<u>3,000.00</u>	<u>478.00</u>	<u>2,522.00</u>	<u>15.93</u>
A.0265.2653	FOOD SCRAP SERVICE FEE	9,750.00	9,750.00	1,770.00	7,980.00	18.15
Total Item 2653	FOOD SCRAP SERVICE FEE	<u>9,750.00</u>	<u>9,750.00</u>	<u>1,770.00</u>	<u>7,980.00</u>	<u>18.15</u>
A.0265.2655	MINOR SALES, OTHER	500.00	500.00	19.00	481.00	3.80
Total Item 2655	MINOR SALES, OTHER	<u>500.00</u>	<u>500.00</u>	<u>19.00</u>	<u>481.00</u>	<u>3.80</u>
A.0265.2665	SALES OF EQUIPMENT	30,000.00	30,000.00	0.00	30,000.00	0.00
Total Item 2665	SALES OF EQUIPMENT	<u>30,000.00</u>	<u>30,000.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0265	SALE OF PROPERTY & COMP					
A.0265.2680	INSURANCE RECOVERIES	275,000.00	275,000.00	13,808.35	261,191.65	5.02
Total Item 2680	INSURANCE RECOVERIES	275,000.00	275,000.00	13,808.35	261,191.65	5.02
Total Dept 0265	SALE OF PROPERTY & COMP	327,250.00	327,250.00	17,902.95	309,347.05	5.47
Dept 0270	MISCELLANEOUS					
A.0270.2701	REFUND OF PRIOR YRS EXP	25,000.00	25,000.00	4,296.86	20,703.14	17.19
Total Item 2701	REFUND OF PRIOR YRS EXP	25,000.00	25,000.00	4,296.86	20,703.14	17.19
A.0270.2709	EMPLOYEE CONTRIBUTIONS	300,000.00	300,000.00	0.00	300,000.00	0.00
Total Item 2709	EMPLOYEE CONTRIBUTIONS	300,000.00	300,000.00	0.00	300,000.00	0.00
A.0270.2710	LIBRARY REIMBURSEMENT	907,705.00	907,705.00	54,605.07	853,099.93	6.02
Total Item 2710	LIBRARY REIMBURSEMENT	907,705.00	907,705.00	54,605.07	853,099.93	6.02
A.0270.2750	AIM RELATED PAYMENTS	149,682.00	149,682.00	0.00	149,682.00	0.00
Total Item 2750	AIM RELATED PAYMENTS	149,682.00	149,682.00	0.00	149,682.00	0.00
A.0270.2773	OTHER UNCLASSIFIED REVS	80,750.00	80,750.00	0.00	80,750.00	0.00
Total Item 2773	OTHER UNCLASSIFIED REVS	80,750.00	80,750.00	0.00	80,750.00	0.00
Total Dept 0270	MISCELLANEOUS	1,463,137.00	1,463,137.00	58,901.93	1,404,235.07	4.03
Dept 0300	STATE AID					
A.0300.3005	MORTGAGE TAX	375,000.00	375,000.00	0.00	375,000.00	0.00
Total Item 3005	MORTGAGE TAX	375,000.00	375,000.00	0.00	375,000.00	0.00
A.0300.3315	NAVIGATION ENFORCEMENT	30,000.00	30,000.00	0.00	30,000.00	0.00
Total Item 3315	NAVIGATION ENFORCEMENT	30,000.00	30,000.00	0.00	30,000.00	0.00
A.0300.3389	STATE AID - OTHER PUBLIC SAFETY	0.00	0.00	6,884.98	(6,884.98)	100.00
Total Item 3389	STATE AID - OTHER PUBLIC SAFETY	0.00	0.00	6,884.98	(6,884.98)	100.00
A.0300.3501	CHIPS PROGRAM	301,000.00	301,000.00	0.00	301,000.00	0.00
Total Item 3501	CHIPS PROGRAM	301,000.00	301,000.00	0.00	301,000.00	0.00
A.0300.3820	YOUTH PROGRAMS	7,414.00	7,414.00	0.00	7,414.00	0.00
Total Item 3820	YOUTH PROGRAMS	7,414.00	7,414.00	0.00	7,414.00	0.00
A.0300.3840	STATE AID - PUBLIC SAFETY	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Item 3840	STATE AID - PUBLIC SAFETY	5,000.00	5,000.00	0.00	5,000.00	0.00

VILLAGE OF MAMARONECK

Revenue Control Report

Fiscal Year: 2025 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund A	GENERAL FUND					
Dept 0300	STATE AID					
Total Dept 0300	STATE AID	<u>718,414.00</u>	<u>718,414.00</u>	<u>6,884.98</u>	<u>711,529.02</u>	<u>0.96</u>
Dept 0500	INTERFUND TRANSFERS					
A.0500.5031	TRANSFER - DEBT SERV FUND	475,471.00	475,471.00	12,055.00	463,416.00	2.54
Total Item 5031	TRANSFER - DEBT SERV FUND	<u>475,471.00</u>	<u>475,471.00</u>	<u>12,055.00</u>	<u>463,416.00</u>	<u>2.54</u>
A.0500.5033	TRANSFER - WATER FUND	110,000.00	110,000.00	0.00	110,000.00	0.00
Total Item 5033	TRANSFER - WATER FUND	<u>110,000.00</u>	<u>110,000.00</u>	<u>0.00</u>	<u>110,000.00</u>	<u>0.00</u>
A.0500.5036	TRANS - SEWER FUND	890,558.00	890,558.00	0.00	890,558.00	0.00
Total Item 5036	TRANS - SEWER FUND	<u>890,558.00</u>	<u>890,558.00</u>	<u>0.00</u>	<u>890,558.00</u>	<u>0.00</u>
Total Dept 0500	INTERFUND TRANSFERS	<u>1,476,029.00</u>	<u>1,476,029.00</u>	<u>12,055.00</u>	<u>1,463,974.00</u>	<u>0.82</u>
Total Fund A	GENERAL FUND	<u>46,075,651.00</u>	<u>46,075,651.00</u>	<u>30,214,433.79</u>	<u>15,861,217.21</u>	<u>65.58</u>
Grand Total		<u>46,075,651.00</u>	<u>46,075,651.00</u>	<u>30,214,433.79</u>	<u>15,861,217.21</u>	<u>65.58</u>

NOTE: One or more accounts may not be printed due to Account Table restrictions.

Village of Mamaroneck, NY

Item Title: None

Item Summary: None

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Removal of 3-4 Park Spaces on Boston Post Road to Replace Island at Entrance at Harbor Island Park (Chief DiRuzza 6/27)

Item Summary: Resolution Approving the Removal of Two (2) Park Spaces on Boston Post Road to Replace Island at Entrance at Harbor Island Park

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Item 5A	Cover Memo

Village of



Mamaroneck

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 12, 2024

ITEM 5A – AGENDA REGULAR MEETING

**RESOLUTION RE:
REMOVAL OF TWO (2) PARK SPACES ON BOSTON POST ROAD AT ENTRANCE AT HARBOR
ISLAND PARK**

WHEREAS, the Village of Mamaroneck is undertaking multiple projects to improve traffic safety Village-wide and coordinating with Westchester County on several of these projects; and

WHEREAS, one project involved the painting of the roadway on the Boston Post Road at the intersection of Harbor Island Park; and

WHEREAS, The Village Police Chief reviewed the area once the painting was complete, and noted that the island to the right of the entrance of Harbor Island Park facing southbound was not replaced; and

WHEREAS, due to this change, the Village Police Department and Department of Public Works advise that two (2) parking spaces on the right side of the roadway on the Boston Post Road heading eastbound adjacent to the entrance of Harbor Island Park need to be eliminated to allow for better traffic flow and increased safety, now therefore be it

RESOLVED, that the Village Manager is authorized to undertake any administrative acts as may be required to remove the two parking spaces.

Village of Mamaroneck, NY

Item Title: Budget Transfer for Lafayette Program (Recreation Supervisor 7/3)

Item Summary: Resolution Authorizing Budget Transfer for Lafayette Program

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5B

Cover Memo



Village Hall At The Regatta
P.O. Box 369

123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF
AGOSTINO A. FUSCO
CLERK TREASURER

Tel (914) 777-7722
Fax (914) 777-7787

AUGUST 12, 2024
ITEM 5B – AGENDA REGULAR MEETING

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFER
TO FUND CELEBRATION OF MARQUIS DE LAFAYETTE**

WHEREAS, In 1777, during the American Revolution, the Marquis de Lafayette first provided his service to America by traveling from France, giving aid to the colonies During his farewell tour of America, he visited Westchester County on August 20, 1824 including what is now the Village of Mamaroneck; and

WHEREAS, on August 18, 2024, the Village will celebrate the 200 year anniversary of the Return of Marquis de LaFayette; and

WHEREAS, the cost of this celebration, including staff, supplies and entertainment is estimated at \$5,000; and

WHEREAS, using surplus funds from the from Independence Day Celebrations line A.7550.0433.0110, a budget transfer is requested to cover these expenses;

NOW THEREFORE, BE IT RESOLVED that the Clerk/Treasurer is authorized to amend the 2024/25 budget by making the following budget transfer

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A – General Fund		
7550. – Celebrations		A.7550. – Celebrations
.0433. 0110 – Indep. Day Salaries	\$2,500.00	.0429.0110 – Misc. Celebration Salaries
.0433.0110 – Indep Day Salaries	\$ 500.00	.0429.0220 – Misc. Celebration Supplies
.0433.0110 – Indep Day Salaries	<u>\$2,000.00</u>	.0429.0421 – Misc. Celebration Contract Serv
Total Transfer	<u>\$5,000.00</u>	

Village of Mamaroneck, NY

Item Title: Resolution Approving Contract for Handheld Devices

Item Summary: Resolution Authorizing Execution of Contract for Handheld Ticketing Devices

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5C

Cover Memo

Village of



Mamaroneck

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 12, 2024

ITEM 5C – AGENDA REGULAR MEETING

**RESOLUTION RE:
PARKING ENFORCEMENT AND MANAGEMENT SERVICES**

WHEREAS, by resolution dated February 22, 2016, the Board of Trustees authorized the execution of a renewal agreement with Complus Data Innovations (Complus) of Tarrytown, NY to provide parking citation management services; and

WHEREAS, by resolution dated September 27, 2021, the Board of Trustees authorized the execution of an agreement with Passport Inc. of Charlotte, NC, the successor to Complus, to continue providing parking citation management services to the Village; and

WHEREAS, Passport has been unable to perform the agreed upon services to manage the Village's parking enforcement needs, and on January 9, 2023, Passport was notified that it was in breach of the agreement, and the Village requested that Passport address and cure its systematic failures, and

WHEREAS, despite staff's diligent efforts to work with Passport, these issues were not resolved, and staff finds the continuing use of Passport's services to be ineffective and overly burdensome; and

WHEREAS, staff has identified another vendor that provides municipal parking enforcement and management services, FBS; and

WHEREAS, staff has confirmed with neighboring municipalities working with FBS that they are satisfied with FBS's products and services, and these municipalities have reported that the transfer from Passport to FBS was effective, now therefore be it

RESOLVED, by the Board of Trustees of the Village of Mamaroneck, that the Village Manager is authorized to terminate the agreement with Passport; and be it further

RESOLVED, that the Village Manager is authorized to negotiate and execute an agreement for parking enforcement and management services with FBS; and be it further

RESOLVED, that the Village of Mamaroneck is authorized to undertake any administrative acts as may be required to transfer from Passport to FBS services, and any further administrative acts as needed pursuant to the terms of the FBS agreement.

Village of Mamaroneck, NY

Item Title: Cameras on Mamaroneck Avenue

Item Summary: Resolution Approving Funding of Cameras on Mamaroneck Avenue

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5D

Cover Memo

Village of



Mamaroneck

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 12, 2024

ITEM 5D – AGENDA REGULAR MEETING

**RESOLUTION RE:
FUNDING FOR CAMERAS ON MAMARONECK AVENUE**

WHEREAS, the Village of Mamaroneck Police Department requires additional security cameras to increase the areas of coverage on Mamaroneck Avenue to enhance investigations and public safety in in the Village; and

WHEREAS, the Police Department has obtained a proposal from Stratagem Security, 2 Westchester Plaza, Elmsford, New York 10523, based on OGS Group 77201 – Intelligent Facility & Security Systems and Solutions Award PT68864; and

WHEREAS, additional funding in the amount of \$86,183.58 is necessary for the purchase and installation of these cameras and related equipment, which will be an increase of funding to the established capital project for the original cameras - acct H23.3120.0260.0001.

NOW THEREFORE BE IT RESOLVED, that the Village Manager is authorized to execute an agreement with Stratagem Security for the purchase and installation of additional security cameras at a cost not to exceed \$86,183.58; and

BE IT FURTHER RESOLVED, that the cost of this be funded by allocation of fund balance or future issuance of debt.

Village of Mamaroneck, NY

Item Title: Amending Funding Resolution

Item Summary: Resolution Amending Resolution to Establish Funding for Florence Street Projects and Purchase of Flashing Pedestrian Signs

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Item 5E	Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.Village.Mamaroneck.ny.us>

Tel (914) 777-7722

Fax (914) 777-7787

OFFICE OF
AGOSTINO A. FUSCO
CLERK TREASURER

AUGUST 12, 2024

ITEM 5E – AGENDA REGULAR MEETING

**RESOLUTION RE:
AUTHORIZATION TO ESTABLISH FUNDING
FOR APPROVED CAPITAL PROJECTS**

WHEREAS, on June 24, 2024 the Board of Trustees approved a service agreement with KSCJ Consulting in the amount of \$58,000 for Construction Management and Inspection services of the Florence Street Drainage Improvement Project; and

WHEREAS, also on June 24, 2024 the Board of Trustees approved MTS, LLC's bid plus 15.5% contingency totaling \$610,000 for the Professional Services Agreement for the Florence Street Drainage Improvement Project; and

WHEREAS, on July 8, 2024, the Board of Trustees approved \$22,710.27 for the purchase of flashing pedestrian signs from Grainger under NYS contract; and

WHEREAS, the three resolutions for these projects did not specify a funding source; now

THEREFORE, BE IT RESOLVED that such costs associated with these projects be charged to a capital budget account to be determined by the Clerk/Treasurer; and be it further

RESOLVED, that the costs for these projects be funded through the application of surplus and/or future issuance of debt.

Village of Mamaroneck, NY

Item Title: HCZMC Consistency for Splash Pad

Item Summary: Resolution Accepting HCZMC Consistency Recommendation on Splash Pad at HIP

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5F

Cover Memo

Drawings

Cover Memo

Proposal

Cover Memo

Village of Mamaroneck



Village Hall at the Regatta

P.O Box 369

123 Mamaroneck Avenue

Mamaroneck, NY 10543

<http://www.villageofmamaroneck.org>

OFFICE OF THE
VILLAGE ATTORNEY

Tel (914) 777-7737

Fax (914)777-7769

AUGUST 12, 2024

ITEM 5F – AGENDA REGULAR MEETING

RESOLUTION REGARDING CONSISTENCY WITH THE VILLAGE OF MAMARONECK LOCAL WATERFRONT REVITALIZATION PROGRAM

WHEREAS, the splash pad at Harbor Island Park is a highly popular and well-used play area for Village residents; and

WHEREAS, the splash pad has exceeded its life expectancy and requires constant maintenance and repairs so that residents and their children may enjoy the area; and

WHEREAS, in October 2023, the Board of Trustees passed a capital project consisting of a complete renovation of the splash pad; and

WHEREAS, Village Parks and Recreation Departments prepared design plans for the renovated splash pad, and on July 17, 2024, presented the project to the Village of Mamaroneck Harbor and Coastal Zone Management Commission (“HCZMC”) for an advisory opinion on consistency with the Village’s Local Waterfront Revitalization Program (the “LWRP”); and

WHEREAS, during the July 17, 2024 meeting, the HCZMC reviewed and considered the plans and information provided by Park’s Department General Foreman and Superintendent of Recreation, concluded that it had sufficient information to provide an advisory opinion on consistency with the LWRP to the Board of Trustees, determined that it had no concerns regarding the renovation plans, and would draft an advisory opinion letter for the Board of Trustees’ consideration during its August 12, 2024 meeting, now therefore be it

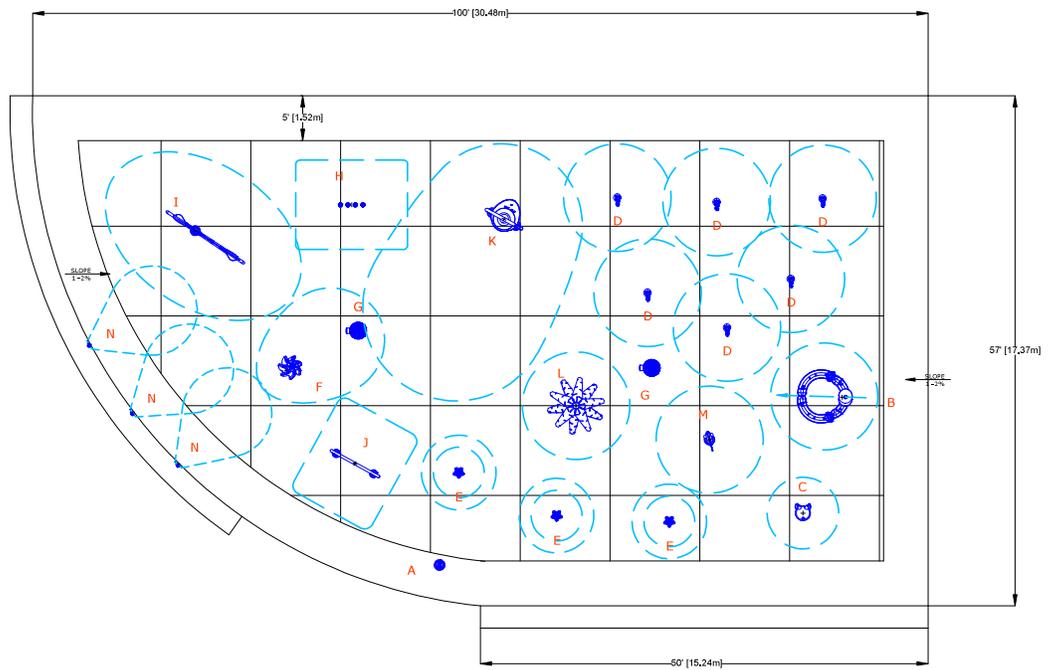
RESOLVED that upon review of the HCZMC advisory opinion, site plan, and supporting material, the Board of Trustees finds and determines pursuant to the Village of Mamaroneck Code § 240-29 that the proposed renovation of the Harbor Island Park splash pad is consistent, to the maximum extent practicable, with policies of the LWRP and will not substantially hinder the achievement of any of the policies set forth therein.

SPLASHPAD DIMENSION

TOTAL AREA : 5054 ft² 470 m²
 SPRAY AREA : 3696 ft² 343 m²
 GRID SIZE : 10 x 10 ft 3 x 3 m

PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPM
A	Activator N°3 VOR 0611	1	0	0
B	Cascade Loop VOR 7250	1	5	18,9
C	Crab N°1 VOR 7208	1	4	15,1
D	Gnomist VOR 7247	6	2,4	9,1
E	Hop Starfish VOR 7254	3	10,5	39,7
F	Hello N°3 VOR 7238	1	3	11,3
G	Playsafe Drain N°4 VOR 1004	2		
H	Sprayink Wall N°1 VOR 3050	1	9,5	35,9
I	Sea Silhouette Turtle VOR 7689	1	8	30,2
J	Spray Loop VOR 0519	1	7,5	28,4
K	Twinsplash VOR 7242	1	12	45,4
L	Wavy Palm VOR 0510	1	15	56,7
M	Fish N°1 VOR 7218	1	4	15,1
N	Wave - Wall Mounted VOR 0226	3	16,5	62,4
	TOTAL	24	97,4	368,2



5' [1,5m] SPRAY FREE CONCRETE AREA ALL AROUND THE SPLASHPAD
 NOTE: QUANTITY AND LOCATION OF DRAINS BASED ON VORTEX RECOMMENDATIONS.
 MODIFICATIONS MAY BE REQUIRED DUE TO SPECIFIC SITE CONDITIONS AND/OR LOCAL CODE.

Habor Island Park-Village of Mamaroneck_NY

41065 Version_A

October 11, 2023



SPLASHPAD LAYOUT DRAWING

SCALE : 1/8" : 1'
 1/8" x 11" 3044E 8/24





Recreational & Aquatic Design Solutions, Inc.

Recreational & Aquatic Design Solutions, Inc.

P.O. Box 595, Syosset, NY 11791

Ph: 516-677-9240 • Fx: 516-677-9241

playgroundman@msn.com

PROPOSAL

Job Name: Harbor Island Splash Pad

Owner/Customer:

Village of Mamaroneck

Job Location: Village of Mamaroneck, NY

Attn: Jeff Ahne

Agency: Village Administration

Telephone #:

Date: 10/16/2023

Scope Of Work:

Furnish and Deliver Itemized Material as Specified or Indicated in Proposal.

All Material is Manufactured by Vortex Aquatic Play Solutions

ITEM #	DESCRIPTION	UNIT \$	QTY.	AMOUNT
VORTEX	Splash Pad Design		1	\$172,245.00
Includes: Fish No1, Cascade Loop, Crab No1, Hop Starfish (3), GloMist (6), Hello No3, Spray Wall, Sea Turtle Spray Loop, Twin Splash, Wavy Palm (reuse), Wall Spray in wall Seat (3), and Lighting along Wall				
FR	Freight Charges		1	\$5,100.00
IR	Installation Cost		1	\$368,750.00
Includes: Excavation, 5" Concrete Pad w/rebar, pvc plumbing, installation of equipment, Control Cabinet Drainage connection to sanitary, lighting, concrete wall seat.				
AquaFlex	Pebble Flex Surfacing 1/2"	\$36.75	3750	\$137,812.50
	Pricing Includes Demo/Startup/Training			
Customer is responsible to provide 2" main water line, backflow preventer, shut-off valve, drainage. Owner is responsible to provide all servicable electrical wiring for connections to Vortex equipment.				
TOTAL COST-----				\$683,907.50

Please Provide A Tax Exempt Certificate, Otherwise Appropriate Sales Tax Will Be Added To Your Invoice.

Please Allow 6-8 Weeks For Delivery. Customer is Responsible For Unloading Material Upon Delivery

All permits are the Customer's Responsibility through the Plumber & Electrician

Terms Of Payment:

1/3 Deposit w/Order, 1/3 Payment on Delivery

SUBMITTED BY:

Recreational & Aquatic Design Solutions

Reviewed/Accepted By:

Sal Romanello

Sign & Print Name

Authorized Signature

Title: _____

Pricing For 2024



Village of Mamaroneck, NY

Item Title: Water Rate Increase

Item Summary: Resolution Authorizing Water Rate Increase

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5G

Cover Memo

Village of



Mamaroneck

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 12, 2024

ITEM 5G – AGENDA REGULAR MEETING

**RESOLUTION RE:
AUTHORIZING A TWENTY FIVE PERCENT (25%) WATER RATE INCREASE
FOR VILLAGE OF MAMARONECK
WESTCHESTER JOINT WATER WORKS (WJWW) CUSTOMERS**

WHEREAS, the WJWW provides water for Village of Mamaroneck residents, and it is in the process of building a new water filtration plant; and

WHEREAS, Village staff, in conjunction with the Board of Trustees and Westchester Joint Water Works, have reviewed the overall operation and capital needs of the WJWW, inclusive of the construction of the filtration plant; and

WHEREAS, based on this review, a water rate increase of twenty five percent (25%) is recommended for Village of Mamaroneck customers, now therefore be it

RESOLVED, by the Board of Trustees of the Village of Mamaroneck that the water rates for WJWW customers in the Village of Mamaroneck will be increased by twenty five percent (25%); and be it further

RESOLVED, that these new rates shall take effect with the next water billing to be issued for WJWW customers in the Village of Mamaroneck.

Village of Mamaroneck, NY

Item Title: Scholarship for Dan

Item Summary: Resolution Accepting Donations for Camp Scholarships in Dan Sarnoff's name

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 5H

Cover Memo

Village of



Mamaroneck

***Village Hall At The Regatta
P.O. Box 369***

***123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543***

<http://www.Village.Mamaroneck.ny.us>

OFFICE OF

VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 12, 2024

ITEM 5H – AGENDA REGULAR MEETING

RESOLUTION RE:

DONATION OF SUMMER CAMP SCHOLARSHIPS IN MEMORY OF DAN SARNOFF

WHEREAS, Village of Mamaroneck residents collected donations after the sudden passing of the Village's respected and beloved Deputy Manager, Daniel J. Sarnoff, who was the Assistant and Deputy Village Manager for close to 15 years; and

WHEREAS, the amount raised is \$3200, which will help children in the Village who could not otherwise attend the summer camp to do so in 2025,

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees accepts these generous donation and thanks the residents who donated; and

BE IT FUTHER RESOLVED that the Board of Trustees directs these funds to be deposited in the appropriate trust account until awarded next year.

Village of Mamaroneck, NY

Item Title: Liaison Report

Item Summary: Liaison Reports

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: IAB II

Item Summary: Invitation to Address the Board II

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Alarm Permits

Item Summary: Alarm Permits Expired on August 1, 2024

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: None

Item Summary: None

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: BOT Minutes

Item Summary: Board of Trustees Work Sessions and Regular Meeting Minutes of May 13, May 28 and June 10, 2024

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
WS 051324	Cover Memo
WS 052824	Cover Memo
WS 061024	Cover Memo
RM 051324	Cover Memo
RM 052824	Cover Memo
RM 061024	Cover Memo

MINUTES OF A WORK SESSION OF
THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
HELD ON MONDAY, MAY 13, 2024, AT 5:15 P.M. IN THE COURTROOM AT
169 MT. PLEASANT AVENUE AND ON ZOOM

PRESENT:

Mayor	Sharon Torres
Trustees	Nora Lucas
	Lou Young (Zoom)
	Leilani Yizar-Reid
	Emmanuel Rawlings (arrived at 5:20)
Deputy Village Manager	Daniel Sarnoff
Clerk Treasurer	Agostino A. Fusco (Zoom)
Deputy Clerk	Sally J. Roberts
Deputy Treasurer	Laura Vasami
Village Attorney	Robert Spolzino
Deputy Attorney	Mary Desmond (Zoom)
Parks Foreman	Jeff Ahne

ABSENT: None

OPEN MEETING

On motion of Trustee Yizar-Reid, seconded by Trustee Lucas:

RESOLVED that the Board of Trustees May 13, 2024, Work Session be and is hereby open.

Ayes: Yizar-Reid, Lucas, Torres

Nays: None

Absent: Rawlings

Abstain: Young

The Mayor took items out of order as staff was in attendance.

2. ITEMS FOR TONIGHT'S REGULAR MEETING

C. Lanza Field Electrical Room Roof Repair

Mr. Jeff Ahne appeared and gave the reason why this needs to be done. A new roof and soffits will give 20-25 years of additional life to this building. (Trustee Rawlings arrived) Tarping of the building was discussed. Mr. Ahne stated that he solicited three quotes and that the Village Manager may award this. Funding needs to be approved by the Board. The Board agreed to have on tonight's Regular Meeting for action.

D. Fence Repair at Harbor Island Park

Mr. Ahne appeared again and explained what happened on July 3, 2023; how a gentleman drove his car into the playground at Harbor Island Park. He had a hard time getting the fence contractor during the winter and it requires a special order fence. He got the fence from the company that supplied it originally as they are a sole source provider. He did get three bids for the labor. He is working with the Westchester

BOT WORK SESSION
MAY 13, 2024

County probations office to recoup the cost as it is lower than the deductible on our insurance. The Board agreed to have on tonight's Regular Meeting agenda for approval.

1. NEW BUSINESS

F. Sportime Contract Renewal

This item was taken out of order as staff were in attendance. Mr. Spolzino gave background which now includes the discharge of red clay material that was not discussed previously. He asked that the Board give him permission to negotiate this as well as the shared use of the outdoor tennis court so that this does not have to come before them again, as the Board agreed with the shared use of the outdoor tennis court. Regarding the red clay issue, Sportime's Manager will work with our Parks Superintendent, Jeff Ahne, on this. Mr. Akin, the Sportime owner did reach out about the shared used of the outdoor court but is not available to speak with Mr. Spolzino until next week. Mr. Spolzino is hoping to bring a finalized agreement back to this Board at the May 28, 2024, meeting. Mayor Torres wants to ensure that the Board understands what is being asked for and that it is being transparent. Trustee Lucas stated that the Recreation and Parks Commission discussed this, and they are concerned about the red clay and if Sportime will be offering pickleball, to make sure that our residents can play. Mr. Spolzino stated that Mr. Akin did state that if they were to replace the clay, they would need a longer contract renewal to recoup the cost. Mr. Spolzino to work with Sportime and hoping to have on the May 28, 2024, Regular Meeting agenda for approval.

E. Planning Department Initiatives:

- Special Use Permit Requirement for Certain Food Establishments & Restaurants
- Proximity Restrictions for Restaurants in the C-2 Zoning District

Mr. Sarnoff stated that this is following up on issues raised by other boards that were first raised by our consulting planners, AKRF in 2022. The Village Planning Department was asked to look at these issues as they relate to special use requirements from both the staff and Village Zoning Board of Appeals. Ms. Brittanie O'Neill, Land Use Coordinator, appeared and gave background on the suggested changes. In reference to having to renew a special permit for businesses that close before 10 p.m., applicants are discouraged by the lengthy process and the Zoning Board believes that this is not necessary. Mr. Sarnoff stated that this is not the first time that a land use board asked that authority be transferred from their board to staff for review. This change is consistent with the Comp Plan.

Ms. Ashley Ley, with AKRF, appeared and stated that the renewal process is not only lengthy but an additional expense for the business owner. The Board asked the Village Attorney to draft a Proposed Local Law for their review at their next work session.

A. Sanitation Fees

Trustee Young stated that he requested this be looked at during the budget process and that Mr. Strome sent a memo where the lack of commercial pick up fees caught his attention. He would prefer that sanitation be paid for by a fee instead of taxes. Mayor Torres asked if Trustee Young could work with staff on this and bring a policy back to the Board. Mr. Sarnoff stated that the Village commissioned a

BOT WORK SESSION
MAY 13, 2024

sanitation study years ago and one recommendation was to stop collecting commercial buildings or to have a fee. Trustee Yizar-Reid stated that she would prefer not to charge residential units but would be okay with commercial as sanitation is not a luxury. Trustee Rawlings agreed to have Trustee Young do further research. Trustee Lucas suggested looking at what surrounding communities do.

B. Contract 2024-01 HVAC Maintenance Contract

Mr. Sarnoff stated that the bid opening was last week, and the low bid was received from CleanAir. The response to the bid will be brought to the Board at the next meeting. Mr. Ahne coordinated a walk through, and this firm seemed extremely knowledgeable. References were checked and everything satisfied. The Board agreed to have on the May 28, 2024, Regular Meeting agenda for action.

C. Dog Park - To Open to Non-Residents

The Board discussed and asked that the memo from the Attorney be made public and to have the Recreation and Parks Commission weigh in and propose a fee. Trustee Rawlings is concerned about liability and enforcement. Will be discussed at a future work session, after the R&PC has had an opportunity to review.

D. Bid Solicitation for Community Counseling Center Windows

Mr. Sarnoff stated that the windows are 99 years old. The Board agreed to have bids requested

2. ITEMS FOR TONIGHT'S REGULAR MEETING

A. Soundshore St. Patrick's Day Parade 2025 Date Request

The Board discussed and agreed to have on tonight's Regular Meeting for action.

B. Contract with Affordable Housing Consultant

Trustee Yizar-Reid asked about the number shown with the work session material as it is different from what is on the resolution. She was told that the number on the resolution is correct and that any extra work would be paid for up to an additional \$20,000. Trustee Lucas asked about additional traffic information, and could there be preferences for Village residents? She was told that a demographic analysis would be done. Trustee Rawlings asked about the timeline for the consultant's work. Trustee Lucas informed him that the initial scope is three months. Trustee Young hopes that they can get something to the Trustees before their meeting in June, at least on the differences between the applicants. Mayor Torres stated that the contract will be approved at the next Regular Meeting and to the extent applicable will begin their work using questions from the community. The proposals will be analyzed within the next three months. They will also do an economic analysis. Trustee Young stated that members of the Board may decide on a developer sooner to narrow their scope.

BOT WORK SESSION
MAY 13, 2024

E. Settlement Agreement with WJWW

Mr. Spolzino gave background on how Westchester Joint Water Works (WJWW) has been required to build a filtration plant. The original requirement was imposed in the late 1990s and there was a judgement in 2001 that had a schedule for this building. The plant was never built as there were various roadblocks. In 2018, the Environmental Protection Agency imposed a filtration requirement, where a temporary fix was done. In 2021 they went to the US Attorney to force the WJWW to build a filtration plant. There is a Consent Decree that included New York State to resolve the claims that the State had. Penalties are substantial. The cost is \$78 million and with penalties could be in the hundreds of millions of dollars. WJWW is responsible to build the plant and paying the penalties. WJWW was established with three municipalities: the Town and the Village of Mamaroneck and the Town/Village of Harrison. The Federal government is insisting that the Village and Towns sign this agreement. After one and one-half years of negotiations reached the best resolution that can be achieved. WJWW must build the facility and gave a cost of \$100 million with the Village's share being \$26.7 million based on consumption. The Federal Government penalties amount to \$600,000, with the Village's share being \$160,000 and the State penalties are \$650,000, \$175,000 being the Village's responsibility. There are three environmental improvement projects that must be done. The stormwater entering the Kensico watershed, a new water main in the Town of North Castle and a program to replace lead service lines over a six year period. The cost of these projects to the Village is \$1.8 million. The WJWW Board has approved this settlement. Westchester County has approved the land swap, and the next step is the approval by the Town/Village of Harrison Planning Board. The Village of Mamaroneck needs to approve bonding within 60 days of letting the contract. Mr. Spolzino is convinced that there is no more give and that the Board needs to approve this settlement. The Town of Mamaroneck has studied the financing and Mr. Sarnoff to follow up with them on that.

3. EXECUTIVE SESSION - ADVICE OF COUNSEL

Trustee Rawlings motioned to convene to Executive Session in accordance with the below, which was seconded by Trustee Young:

- A. Non Union Salary Increases - It is anticipated that a motion will be offered to enter into executive session in accordance with Section 105(1)(f) to discuss the medical, financial, credit or employment history of a particular person(s) or corporation as it relates to proposed salary increases for Fiscal Year 2024/25.
- B. Dalsimer v. VOM - It is anticipated that a motion will be offered to enter into Executive Session pursuant to §105(1)(d) of the New York State Public Officers Law to discuss a matter of ongoing litigation.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Abstain: Torres

BOT WORK SESSION
MAY 13, 2024

ADJOURN

On motion of Trustee Lucas, seconded by Trustee Rawlings, the Board adjourned the May 13, 2024, Work Session at 6:30 p.m.

PREPARED BY:
SALLY J. ROBERTS
DEPUTY CLERK

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO
CLERK-TREASURER

MINUTES OF A WORK SESSION OF
THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
HELD ON TUESDAY, MAY 28, 2024, AT 5:15 P.M. IN THE COURTROOM AT
169 MT. PLEASANT AVENUE AND ON ZOOM

PRESENT:

Mayor	Sharon Torres (arrived @ 5:55 pm)
Trustees	Nora Lucas
	Lou Young
	Emmanuel Rawlings
Clerk Treasurer	Agostino A. Fusco (Zoom)
Deputy Clerk	Sally J. Roberts
Deputy Treasurer	Laura Vasami
Village Attorney	Robert Spolzino
Deputy Attorney	Mary Desmond (Zoom)
Recreation Superintendent	Jason Pinto (Zoom)

ABSENT:

Trustee	Leilani Yizar-Reid
Interim Village Manager	Charles Strome

OPEN MEETING

On motion of Trustee Young, seconded by Trustee Rawlings:

RESOLVED that the Board of Trustees May 28, 2024, Work Session be and is hereby open.

Ayes: Rawlings, Young, Lucas

Nays: None

Absent: Yizar-Reid, Torres

1. ITEMS FOR TONIGHT'S REGULAR MEETING

A. Westchester County Youth Employment Services Grant for 2024 Summer Day Camp

Mr. Jason Pinto appeared and gave background on this program and stated that this is a grant that we have received for at least five years. The Board agreed to have on tonight's Regular Meeting agenda for action.

B. Sportime Agreement

Mr. Spolzino informed the Board that since they last met, he has had several discussions with Sportime. Mr. Pinto stated that one comment made from a Recreation and Parks member was regarding the duration of the contract be for at least one year so that renegotiations could take place. Mr. Spolzino stated that Sportime is asking for a two year minimum renewal, which Mr. Pinto agrees with. Mr. Spolzino received additional comments from Sportime yesterday, most of which are not significant, but there are a couple that are. Regarding programming for the Village summer day camp attendees, they have agreed to 45-60 minutes for tennis or pickleball group instructions per week. Sportime's comment stated that these would be scheduled by mutual agreement and the Village would like the schedule to be set by the Village's Recreation Department. Mr. Spolzino's question is what would happen if they cannot agree?

BOT WORK SESSION
MAY 28, 2024

Sportime did agree to preferential pricing for residents to use the pickleball courts. Paragraph five talks about services that they have not been providing and Mr. Pinto asked for clarification. Mr. Spolzino added language on scholarships and instructions for campers at the Recreation Superintendent's discretion. They still want it to be mutually agreeable.

Another issue is clay coming off the courts. There is consensus between the Village's Engineer, Parks Foreman and Sportime that none of the improvements from 2014 were done. There was a violation issued and nothing resolved. Clay is turning trees red. Need direction from the Board on this issue. Trustee Lucas suggested waiting to the next meeting to see if any additional information on the clay issue can be found. Mr. Pinto understands the need for flexibility in scheduling the day camp instruction but does not agree with the vagueness of the language. Would like for them to quantify the instruction time and number of scholarships. Mr. Spolzino stated that there is no provision for referral to the Village's Harbor and Coastal Zone Management Commission before execution and that he believes that improvements to their facilities would need advisory consistency from the HCZMC. The Board agreed to have this back on the June 10 work session for further discussion.

C. Non Represented Pay Increases

The Board discussed and agreed to have on tonight's Regular Meeting Agenda for action.

D. PLL-L -Food Service Establishments and Special Permits

Mr. Spolzino stated that he was asked to draft a law resulting from a memo from the Zoning Board of Appeals regarding food establishments on Mamaroneck Avenue and the requirement for Special Permit renewals every three years. The 200 foot restriction has never been enforced. The distinction of fast food remains in the Code. We have fixed some things and made the language clearer. Fundamental changes in this law are eliminating the 200 foot restrictions and eliminating special permit renewals unless the establishment is open after 10 p.m. Trustee Lucas asked how we ensure that what happened years ago in the Rye Neck area with Ralph's Ices doesn't happen again. Some uses may not be appropriate near residences. Mayor Torres asked if it could be tweaked to have the elimination of Special Permit renewals not next to residential neighborhoods. Trustee Young stated that the impetus is to simplify things and make it easier for residents and businesses. The Board agreed to discuss it again at the June 10, 2024, Work Session.

Trustee Lucas made a motion to add an item to discuss a grant opportunity, which was seconded by Trustee Young:

Ayes: Rawlings, Young, Lucas

Nays: None

Absent: Yizar-Reid

Abstain: Torres

Ms. Katherine Dehais, a member of the CFTE, appeared to discuss a resiliency park with tank storage, as she has been researching grant opportunities. As part of this research, she found a grant under the Inflation Act. This would be for a climate reduction program for green infrastructure. It requires two partners. The Village would need a partner and must demonstrate how this would help the local community. Would have

BOT WORK SESSION
MAY 28, 2024

three years to spend the funds. Need to meet certain criteria and as this application closes in November of 2024, Trustee Lucas recommended looping in our grant writer. Ms. Dehais also stated that New York Forward has a similar grant and sees no downside to looking at this. The Board agreed to have Ms. Dehais reach out to and work with the Village's grant writer.

EXECUTIVE SESSION

Trustee Lucas motioned for the Board to convene to Executive Session in accordance with NYS Public Officers Law Section 105 1(f) to discuss the appointment of a particular person, which was seconded by Trustee Young:

Ayes: Rawlings, Young, Lucas
Nays: None
Absent: Yizar-Reid
Abstain: Torres

Trustee Lucas motioned to end Executive Session, which was seconded by Trustee Young:

Ayes: Rawlings, Young, Lucas
Nays: None
Absent: Yizar-Reid
Abstain: Torres

ADJOURN

On motion of Trustee Lucas, seconded by Trustee Rawlings, the Board adjourned the May 28, 2024, Work Session at 7:15 p.m.

PREPARED BY:
SALLY J. ROBERTS
DEPUTY CLERK

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO
CLERK-TREASURER

MINUTES OF A WORK SESSION OF
THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
HELD ON MONDAY, JUNE 10, 2024, AT 5:15 P.M. IN THE COURTROOM AT
169 MT. PLEASANT AVENUE AND ON ZOOM

PRESENT:

Mayor	Sharon Torres
Trustees	Nora Lucas
	Leilani Yizar-Reid
	Lou Young
	Emmanuel Rawlings (arrived 5:25 p.m.)
Interim Village Manager	Charles Strome
Clerk Treasurer	Agostino A. Fusco (Zoom)
Deputy Clerk	Sally J. Roberts
Deputy Treasurer	Laura Vasami
Village Attorney	Robert Spolzino
Deputy Attorney	Mary Desmond (Zoom)
Village Engineer	Gino Frabasile
Parks Foreman	Jeff Ahne (Zoom)
Recreation Superintendent	Jason Pinto (Zoom)

ABSENT: None

OPEN MEETING

On motion of Trustee Yizar-Reid, seconded by Trustee Young:

RESOLVED that the Board of Trustees June 10, 2024, Work Session be and is hereby open.

Ayes: Yizar-Reid, Young, Lucas

Nays: None

Absent: Rawlings

Not Voting: Torres

OPEN MEETING

Presentation by CFTE - Location Change

As no member of the CFTE was in attendance, this was held to the June 24, 2024, Work Session.

1. OLD BUSINESS

A PLL-L Special Permit Requirements for Food Service Establishments

Mr. Spolzino gave background on this law and stated that the Attorney was asked to simplify by breaking out into two laws; one is removing the 200 foot prohibition and the other deals with special permit requirements. Trustee Lucas believes that 10 p.m. is late to have a special permit not required. Can affect a residential neighborhood in the C1. She spoke about the difference between C1 and C2 districts. Mayor Torres believes that all should have special permits as that would be easier to enforce as the noise ordinance is harder to enforce. She is not concerned with the 200 foot prohibition but not sure about the changes to the

BOT WORK SESSION
JUNE 10, 2024

special permit requirements. Trustee Young believes that 10 p.m. is reasonable. Trustee Lucas wants to be sure that residents have a means of recourse. Ms. Desmond stated that the Planning Department asked for the change as the special permit requirements become too much for mom and pop shops and smaller establishments. Also a lot for them to track. Trustee Young is fine with the changes proposed. Mayor Torres stated that she has no issue making the change requested by the Zoning Board of Appeals. Can always put it back. Trustee Yizar-Reid is also okay with moving forward. Trustee Rawlings was okay as well and asked what this encompasses? Does it include bars and clubs? Mr. Spolzino stated that it would be used for a food service establishment, distinguishing fast food from that. It is also tied to the County sanitary code. The Board agreed to have on the June 24, 2024, Regular Meeting agenda to schedule a Public Hearing.

2. NEW BUSINESS

A. Jefferson Avenue Park Playground

Mr. Ahne appeared and stated that the cost is \$15,600 and will come out of the recreation trust fund account. Trustee Yizar-Reid asked if moving forward, all playgrounds are user friendly for all ages. Mr. Ahne stated that not all equipment is appropriate for all ages. Things are purposely made differently to prevent young children from using some equipment. Mayor Torres asked if there was a design of the park prepared and shared before installation? Mr. Ahne stated that there was, and it was brought to the Recreation and Parks Commission and had a Work Session presentation that had drawings. Trustee Young believes that what was not done, was not an omission, that this is more a response to a demand. The Board agreed to have on the June 24, 2024, Regular Meeting agenda for action.

B. Bark Park - Nonresidents

Mayor Torres stated that she asked for information on this as she does not see the park overwhelmed at any time. Trustee Rawlings asked if more can be charged for more dogs? That if we could allow two dogs per household and then anything more than that charge more? Mayor Torres believes that it would not be fair to have a different requirement for nonresidents. She suggested limiting the number sold to nonresidents to 75 fobs and charge \$52. Trustee Rawlings asked if an email could be set up where concerns can be expressed, and data can be stored. Staff said that is possible and will be done. The Board agreed to have on tonight's Regular Meeting for action.

C. Emelin Theatre to Provide two Summer Concerts in HIP

Mr. Pinto appeared and reviewed the resolution. The Board agreed to have on the June 24, 2024, Regular Meeting agenda for action.

The Mayor took the next items out of order as staff were in attendance.

3. ITEMS FOR TONIGHT'S REGULAR MEETING

A. Day Camp Bus RFP Results

Mr. Pinto appeared and spoke about the RFP that was done and the results. The Board agreed to have on tonight's Regular Meeting agenda for action.

BOT WORK SESSION
JUNE 10, 2024

B. Sportime Agreement

Mr. Spolzino stated that the Board asked him to speak to Sportime to clarify programs for Village residents and summer day campers as well as a resolution on the red clay issue. He accomplished the former. The red clay issue is more difficult to resolve as Mr. Ahne and Mr. Frabasile put together thoughts on solving this issue. Long lasting solution would cost \$250,000. There is another solution that would cost between \$25-50,000 but it is not certain it would work. The security fencing around the outside court went back to Sportime. They would be happy to do both spending up to \$50,000 on the red clay issue and \$25,000 on the security fencing if license was increased to three years instead of two so that they can make that money back.

Mr. Claude Okin of Sportime appeared. Only requesting a third year if they meet or exceed \$225,000 in total spent. Because of the timing and time taken to renew this contract, it is not likely that they will have a full season of pickle ball. Mayor Torres asked what the permanent solution to the red clay issue would be. Mr. Frabasile stated that it would be a change of surface. More esthetic with fine particulate that cannot be filtered from stormwater. Mr. Akin stated that the bubble attached is in an old school way. Could and should be raised and re-graded with a more even graded plain. Mr. Frabasile stated that the short term solution is a series of pumps and rain guard to pump to another location. Trustee Lucas agreed that a three year agreement is reasonable. The Board agreed with this and to have it on tonight's Regular Meeting agenda for action.

2. NEW BUSINESS

D. Pop-Up in the Park Concert Series in Columbus Park

The Board discussed and agreed to add to tonight's Regular Meeting agenda for action.

E. AXON Taser Agreement

The Board discussed and agreed to have on the June 24, 2024, Regular Meeting agenda for action.

F. River Maintenance - GEI and Spinelli

Mr. Frabasile gave background information and what is being requested. Trustee Yizar-Reid asked if we must do a hydrographic survey, can we include testing the water? Mr. Frabasile stated that depends on what is dredged, the material may have to be tested. Finer grain will be tested, and the DEC requires testing. Those results can be shared publicly. Mayor Torres is concerned that water from rain events can affect this and asked if the Village can discuss water testing on a regular basis. Mr. Frabasile stated that could be done. The Board agreed to have on the June 24, 2024, Regular Meeting agenda.

G. Policy to Carry Over Funds

Trustee Rawlings asked that this be on the June 24 Regular Meeting as he would like to have a fund established that would be restricted for flood mitigation. Mayor Torres believes that as we are taking money out of fund balance, that should be put back first and put any other extra funds into flood mitigation. Trustee Rawlings would like to see some percentage or dollar amount in what is left over in the budget every year, go into flood mitigation. Mayor Torres stated that we need to know what the ACE maintenance will be. She suggested putting together a list of what they need answers to. Mr. Strome suggested having a goal instead of a policy. He will meet with Ms. Vasami to come back with a plan.

BOT WORK SESSION
JUNE 10, 2024

H. Fiscal year 2024/25 Capital Budget

Mr. Strome informed the Board of what he suggests being worked on. He has asked all department heads for work sheets for capital projects. He will compile these for a later meeting. He suggests that a capital budget be done every year going forward.

I. Rental/Landlord Registration

Trustee Young stated that he requested background and information on this. Concerning that there is \$50,000 shown in revenue in this year's budget for a program that doesn't exist. He believes that the program has value. It is a tool to assure that renters are in safe conditions especially in the flood zone. Can we get firm numbers on how many rental units we have, and do we want to charge fees? Mayor Torres stated that some of the concerns that Trustee Young brings up are covered under our existing Code. Mr. Strome agreed and said that it is an enforcement issue. He would be hesitant to have revenue assigned to this based on a guess. In his previous job, they had a registration program for who the manager of their rental buildings was and that took a considerable amount of time to get this information together. Part of this program includes the hiring of two new employees. If revenue doesn't match salaries, will need to live with it. He suggested getting a more solid number of units before moving forward. Mr. Strome stated that he can try to find a municipality who did this, how they did it and how they enforce it.

Trustee Lucas stated that there is no money shown on the expense side and believes that any revenue would be offset by hiring one employee. She also stated that the law she saw about this was a New Jersey law. Mr. Spolzino informed the Board that there was a law in Southampton, NY and it was adopted to stop short term rentals by exempting many different things. It was tested in court. Trustee Yizar-Reid believes that this is needed as there are many illegal apartments and that enforcement is needed. She would not want to add a fee for the program but not opposed to having fee for violations.

Mr. Spolzino stated that the Airbnb legislation passed laws that would create state regulations. It allows local governments to pass their own regulations within 120 days of the law being passed and that those laws cannot establish a program to raise money to support a general fund. Can only raise money that this program would cost to run. Enforcement problems are not a lack of staffing or effort. Fundamental problem is the Fourth Amendment and constitutional regulations. Would need a warrant to enter an apartment and that would be acquired by developing evidence. He looked at the Southampton law and it adds enforcement that defines criteria, facts that give rise to an assumption that there is an illegal apartment.

Again, Mr. Strome stated that as a fee can only cover cost of the program and we don't know what cost would be, he will meet with the Village building inspector and Mr. Spolzino and will report back to the Board. Trustee Lucas informed him that apartment counts were done as part of the SEQRA documents during the moratorium in 2018-19.

3. ITEMS FOR TONIGHT'S REGULAR MEETING

C. PLL-M Pet Care Facility Requirements Amendment

Ms. Desmond stated that this addresses the concerns raised two weeks ago and clarifies what is done with dog waste and noise in the M1 zone that adjoins a residential property. On tonight's Regular Meeting agenda to schedule a Public Hearing to open at the June 24, 2024 Regular Meeting.

BOT WORK SESSION
JUNE 10, 2024

Trustee Lucas motioned to add an agenda item to tonight's Regular Meeting to change the name of poet laureate to author laureate and to add a stipend for the position, which was seconded by Trustee Young:

Ayes: Rawlings, Yizar-Reid, Young, Lucas
Nays: None
Not Voting: Torres

4. EXECUTIVE SESSION - ADVICE OF COUNSEL

Trustee Lucas motioned to enter into Executive Session in accordance with the below, which was seconded by Trustee Young:

- A. Save the Sound and Atlantic Clam Farms of Connecticut v. Westchester County, et al. (Village of Mamaroneck), SDNY No. 15-cv-6323 - It is anticipated that a motion will be offered to enter into Executive Session pursuant to §105(1)(d) of the New York State Public Officer's Law to discuss matters of proposed, pending or current litigation.
- B. Appointment and Stipends for Author Laurate - It is anticipated that a motion will be offered to enter into executive session to discuss a matter of collective negotiation pursuant to 105 (1) (e) of the New York State public officer law.
- Ayes: Rawlings, Yizar-Reid, Young, Lucas
Nays: None
Not Voting: Torres

Mayor Torres motioned to end Executive Session, which was seconded by Trustee Young:

Ayes: Rawlings, Yizar-Reid, Young, Lucas
Nays: None
Not Voting: Torres

ADJOURN

On motion of Trustee Lucas, seconded by Trustee Rawlings, the Board adjourned the June 10, 2024, Work Session at 7:00 p.m.

PREPARED BY:
SALLY J. ROBERTS
DEPUTY CLERK

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO
CLERK-TREASURER

BOT REGULAR MEETING
MAY 13, 2024

REGULAR MEETING OF THE VILLAGE OF MAMARONECK BOARD OF TRUSTEES
MONDAY, MAY 13, 2024, AT 8:00 PM
COURTROOM AT 169 MT. PLEASANT AND ZOOM

PRESENT: Mayor
Trustees



Sharon Torres
Nora Lucas
Lou Young
Leilani Yizar-Reid
Emmanuel Rawlings
Daniel Sarnoff
Agostino A. Fusco (Zoom)
Sally J. Roberts
Laura Vasami
Gino Frabasile
Robert Spolzino
Mary Desmond (Zoom)

Deputy Manager
Clerk Treasurer
Deputy Clerk
Deputy Treasurer
Village Engineer
Village Attorney
Deputy Village Attorney

ABSENT: None

OPEN MEETING

On motion of Trustee Rawlings, seconded by Trustee Lucas:

RESOLVED that the Board of Trustees Regular Meeting of May 13, 2024, be and is hereby open.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

FLOOD MITIGATION REPORT

A. Flood Mitigation Report

Mayor Torres stated that she and staff met with the DEC last week and there is movement on the design for the Center Avenue Bridge after the Waverly Avenue Bridge work is done as that the Waverly Avenue Bridge will have a pedestrian walkway. Hoping for the Center Avenue Bridge work to be done in the summer of 2025. We will apply for grants that could pay for 80% of the work with the high end of that being \$500,000. Hoping for \$100,000 to help pay for our portion. Grant applications are going out in July and if received, would cover 97.5% of the cost for the Ward Avenue Bridge and Columbus Park work. Mr. Scott, the consultant working with residents on raising their homes or their mechanicals out of the flood zone was in the Village today. One project that the Village is looking at is the possible buying back of

BOT REGULAR MEETING
MAY 13, 2024

homes in the floodway. The Village will contact those homeowners directly. Mr. Sarnoff mentioned the Board considering a resolution that would set aside a percentage of our yearly surplus received for damage incurred during Ida. Regarding the Center Avenue Bridge, he stated that the Village has \$65 to \$70,000 in ARPA funding for this work. There is a RISC grant that is \$200,000 to initiate a planning study to develop 30% design plans on a project. He spoke with SLR regarding their coming to the next Board meeting to talk about pumps. Mr. Frabasile talked about a river maintenance proposal to add river maintenance at the confluence and at the Rockland Avenue Bridge. Regarding drainage in the Washingtonville and Industrial areas, the Board approved a contract with SLR, and he anticipates a kickoff meeting next week. This is for a January 2025 deliverable. Regarding Wood Street and Jefferson Avenue, CCTV inspection was done, an H and H analysis will be done and this is on track to have out to bid in June of 2024. A site meeting at Old Post Road took place and a rain gauge installed on top of Mamaroneck High School as well as a flow monitor. When this information comes in, we can determine what improvements can be made. Mayor Torres stated that the DEC has returned the Beaver Swamp Creek Study to SLR and that should be available this summer. Four projects are not changing because of those comments. Those are the widening of the pedestrian bridge by Continental View, a redesign of the culvert under the Boston Post Road at the outlet of The Parkway and Harrison Avenue, the replacement of the Short Street Bridge and widening of a channel south of this bridge. This bridge is shared with the Town of Rye, but widening would fall on the Village. Last is an abandoned railroad bridge causing a restriction. Not sure of the jurisdiction. Mayor Torres attended the recent press conference that felt like a photo op, but the DEC and County officials did speak about what they have been working on for the last several months. Doing all they can to get shovels in the ground for projects this year as well as the Army Corps projects going in to the next two years.

1. REPORT FROM VILLAGE MANAGER

- A. Filed for the Record - Agreement for 650 Halstead Avenue Storage Facility
- B. Filed for the Record - Agreement with Jackson Lewis

INVITATION TO ADDRESS THE BOARD - Comments limited to 5 minutes

- A. Invitation to Address the Board I

Mr. Glenn Tippett appeared regarding the I&I sewer project and fines for lateness, as the deadline is December 2024. Do we have enough staff to ensure that this is finished? He thanked Mr. Frabasile for

BOT REGULAR MEETING
MAY 13, 2024

paving the street he used to live on. He thought that the Center Ave Bridge was owned by the Town. Even if that is not the case, we should approach the Town to see if they will pay for some of the work. He asked that the Board and staff remember how many projects are going on and water and sewer rates will need to be looked at.

A resident of Fenimore Gardens appeared regarding the showers at Harbor Island Park and how it has been quite a while since the showers have been there. Took no time to run a water line to the dog park. Need a shower on the beach.

Mr. Stuart Tiekert appeared and asked if we need to wait on the Center Avenue Bridge project. Mayor Torres informed him that design will start this year. Mr. Tiekert suggested that the Board consult with their labor attorney on stipends. There was a Resolution passed a year ago asking that the Village be named as an interested party in upstream development. Mr. Sarnoff believes that resolution was sent to our upstream neighbors. Trustee Lucas confirmed that was done. She believes that the sense of the resolution was to put upstream municipalities on notice but is not sure how to keep up with this without a Village Planner. Mr. Tiekert asked about the stockpile of soil along the Sheldrake, as he was told the contractor would clean up. A new pile has appeared there. Mr. Frabasile to investigate this. Regarding the aquifer study in the Comp Plan. Can we get that moving? Regarding I&I work, he can't find a contract or any of the other materials that should be available.

2. PUBLIC HEARINGS

A. Resolution Opening the Public Hearing on PLL J-2024 Amending Chapter 342 of the Code to Allow Additional Uses in the C-1 Commercial and M-1 Manufacturing Zoning Districts (to be kept open)

Trustee Lucas made a motion to open the Public Hearing on PLL J-2024, which was seconded by Trustee Yizar-Reid:

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

Ms. Roberts stated that she will follow up with the land use boards on their comments and will send the letter written by Mr. Noto to them. Mr. Jonathan Friedman appeared to advocate for the adoption of the law and hopes that it can move forward quickly. The Board agreed to adjourn the hearing to the May 28, 2024, Regular Meeting.

BOT REGULAR MEETING
MAY 13, 2024

- 3. AUDIT OF BILLS - Comments limited to 3 minutes
- A. Resolution Authorizing Budget Amendment to Fund Unallocated Insurance Cost

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET AMENDMENT TO FUND
UNALLOCATED INSURANCE**

WHEREAS, the Village maintains general liability insurance, including auto insurance, to cover the costs of repairs to village-owned vehicles damaged as a result of crashes, accidents, and other factors including weather related damage; and

WHEREAS, in prior years, the Village’s auto insurance carrier paid costs directly to the vendors that made repairs to village-owned vehicles; and

WHEREAS, the process changed during the current fiscal year in that rather than pay vendors directly, the insurance carrier submitted payments to the Village which directly, with the Village ultimately paying the vendors; and

WHEREAS, this change in process resulted in the Village exceeding both anticipated revenue for insurance recoveries and anticipated expenses and unallocated insurance by \$123,109.08; and

WHEREAS, it is proper to recognize this anticipated revenue and expense with a budget amendment increasing the respective general ledger expense line; and

WHEREAS, a budget amendment has been prepared to increase the Unallocated Insurance expense line A.1910.0401 by \$123,109.308 to be funded as follows: Recognizing the increase in the General Fund Revenue Ledger Account for Insurance Recoveries, A.0265.2680 by \$96,909.08; Approving a transfer of \$26,200 from the General Fund Fund Balance; and

On motion of Trustee Lucas, seconded by Trustee Rawlings:

NOW THEREFORE, BE IT RESOLVED; that the Clerk Treasurer is hereby authorized and directed to Amend the 2023/24 General Fund Budget by making the following budget amendment:

Budget Amendment:

<u>Debit</u>		<u>Credit</u>	
<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>
A.0265 Public Safety		A.9600 Appropriations	
.2680 Insurance Recoveries		.1910 Insurance	
.0000	\$96,909.08	.0401 Unallocated Insurance	\$96,909.08

BOT REGULAR MEETING
MAY 13, 2024

A.5990 Appropriated Fund Balance		A.9600 Appropriations
.0000		.1910 Insurance
.0000	\$26,200.00	.0401 Unallocated Insurance \$26,200.00
TOTAL	<u>\$123,109.08</u>	<u>\$123,109.08</u>

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Not Voiting: Torres

B. Resolution Authorizing Budget Amendment to Fund Judgement and Claims

Trustee Lucas asked for the total balance of the Village’s Fund Balance for the next meeting.

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET AMENDMENT TO FUND
JUDGEMENT & CLAIMS**

WHEREAS, on January 2, 2024 a proposed settlement agreement with Save the Sound was duly presented to the Board of Trustees for consideration; and

WHEREAS, on that date the Board of Trustees by resolution approved to undertake all such administrative acts required to effectuate the settlement agreement; and

WHEREAS, the proposed consent order requires the Village to pay the Westchester County Soil and Water Conservation District \$350,000, in lieu of penalties, for an environmental benefit project to be determined in consultation with the Westchester County Soil and Water Conservation District and \$150,000 for Save the Sound’s legal fees, payable to “Super Law Group, LLC – IOLA Attorney Trust Account.”; and

WHEREAS, all expenses in relation to this settlement agreement are to be paid out of the Village’s Judgement’s and Claims budget line, A.1930.0421; and

WHEREAS, a budget amendment is required to properly fund this line for this settlement expense; and

On motion of Trustee Yizar-Reid, seconded by Trustee Rawlings:

NOW THEREFORE, BE IT RESOLVED; that the Clerk Treasurer is hereby authorized and directed to Amend the 2023/24 General Fund Budget by making the following budget transfer:

<u>FROM:</u>	<u>AMOUNT</u>	<u>TO:</u>
A- General Fund Balance		A- General Fund
.5990 – Appropriated Fund Balance	\$ 500,000	.1930.0421 Judgements & Claims

BOT REGULAR MEETING
MAY 13, 2024

D. Resolution Authorizing Budget Transfer to Fund Tax Certioraris

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFER TO FUND
REFUND OF REAL PROPERTY**

WHEREAS, the Village is responsible to issue refunds for any taxes paid due to a review and reduction of the taxable assessed value of a property within the Village; and

WHEREAS, as determined by the Supreme Court of the State of NY, County of Westchester the Village was required to pay a tax certiorari which caused the Refund of Real Property budget line to go overbudget; and

WHEREAS, a budget amendment from fund balance is requested to cover this expense;

On motion of Trustee Lucas, seconded by Trustee Rawlings:

NOW THEREFORE, BE IT RESOLVED; that the Clerk Treasurer is hereby authorized and directed to Amend the 2023/24 General Fund Budget by making the following budget transfer:

<u>FROM:</u>	<u>AMOUNT</u>	<u>TO:</u>
A – General Fund		
.5990 (Appropriated Fund Balance)		.1964 Refund of Real Property
.5990 – Fund Balance	\$7,273.00	.0499 – Refund Property Tax

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Not Voiting: Torres

E. Resolution Authorizing Abstract of Audited Vouchers

Mr. Stuart Tiekert appeared regarding the charge for ICC and asked if any of the Board members looked for building applications on the website? This program is useless. The Village spent one-half million dollars on new software for the Building Department. He also questioned the Almstead Tree invoice from 2021 and Richard Polcari for February. He is an outside individual that reviews building plans. Why can't someone in the Building Department do this? He asked if there was procurement done for the \$22,000 charge from Vinnie Pinstripe. Mr. Sarnoff stated that quotes were solicited.

On motion of Trustee Rawlings, seconded by Trustee Lucas:

RESOLVED that the Abstract of Audited Vouchers dated May 13, 2024, in the amount of \$2,385,889.71 is hereby approved for payment.

BOT REGULAR MEETING
MAY 13, 2024

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Not Voiting: Torres

4. OLD BUSINESS - Comments limited to 3 minutes

A. None

5. NEW BUSINESS - Comments limited to 3 minutes

A. Resolution Authorizing Execution of Contract with PKF O'Connor Davis as the Village's Audit Firm

Mr. Tiekert appeared and stated that he was surprised to see that they were chosen even though they are 20% more than the other firm and that the Library has replaced them as their auditors. They have been the Village's audit firm for close to 20 years and the State Comptroller recommends that they regularly change to have a different set of eyes. He was also surprised that the Board approved a three year contract, not allowing the new Board to have any control over this. He hoped that the Village would go with the lowest bidder and not tie the hands of a future Board. Trustee Lucas stated that this was decided upon due to the changes in staff for continuity and that the Budget Committee asked for a stronger management letter and rigor in the auditing process.

**RESOLUTION RE:
EXECUTION OF LETTER OF ENGAGEMENT WITH PKF O'CONNOR DAVIES**

On motion of Trustee Rawlings, seconded by Trustee Yizar-Reid:

RESOLVED, that the Board of Trustees hereby authorize the Village Manager to execute a three-year letter of engagement with PKF O'Connor Davies to perform the Village's Annual Financial Audit for the fiscal years ending 2024-2026 at the following annual rates:

Fiscal Year 2023/24	\$44,000
---------------------	----------

Fiscal Year 2024/25	\$45,300
---------------------	----------

Fiscal Year 2025/26	\$46,700
---------------------	----------

Ayes: Rawlings, Yizar-Reid, Young

Nays: Lucas

Not Voiting: Torres

BOT REGULAR MEETING
MAY 13, 2024

B. Resolution Authorizing Street Closure for 2025 St. Patrick's Day Parade

RESOLUTION RE: ST. PATRICK'S DAY PARADE 2025

WHEREAS, the Village has received a request from the Sound Shore St Patrick's Day Parade Committee to hold their annual St. Patrick's Day Parade in the Village of Mamaroneck on Saturday, March 29, 2025, from 1:30 – 4:30 pm as well as permission to serve and sell beer and alcohol at Harbor Island Park on the same date with a rain date Sunday, March 30, 2025; and

WHEREAS, the Board of Trustees must approve the use of alcohol on Village property as well as any road closures along such parade route.

On motion of Trustee Lucas, seconded by Trustee Yizar-Reid:

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Mamaroneck hereby approves the request from Sound Shore St. Patrick's Day Parade Committee for their seventh annual St Patrick's Day Parade and related Event at Harbor Island Park to serve and sell beer at Harbor Island Park on Saturday March 29, 2025, with an alternate rain date of Sunday, March 30, 2025; and be it further

RESOLVED that the Board of Trustees requires of the Sound Shore St Patrick's Day Parade Committee as part of this authorization and agreement:

1. Provide proof of additional insurance covering the Village of Mamaroneck as additionally insured, with limits of \$1 million/\$2 million in the aggregate.
2. That the parade organizers and operators shall provide additional sanitation receptacles with plastic bags/liners and have the debris remodeled to an approved trash collection site.
3. That there shall be a restricted area for sale and consumption of beer, and the applicant shall provide the Village with proof of the applicable permit from the NYS Liquor Authority.
4. That the use of Harbor Island Park shall end no later than six o'clock p.m. (6 p.m.).
5. That the event organizers must obtain any necessary permit from the Westchester County Health Department for the sale of food.
6. That event organizers must show proof of obtaining the necessary permit and fee required from the Village of Mamaroneck Recreation Department.
7. All participants of the Parade will wear I.D. bracelets designating them eligible to enter the area in Harbor Island Park where beer will be sold.
8. All vendors obtain and prominently display a Village Peddler's Permit, and be it further

RESOLVED, that such tentative reservation does not preclude the responsibility of the applicant to provide further information detailing the parade route, scope of the parade, number of participants, anticipated attendance and logistical support required; and be it further

BOT REGULAR MEETING
MAY 13, 2024

RESOLVED, that the Board of Trustees of the Village of Mamaroneck supports and approves the closure of Village streets on Mamaroneck Avenue between the I-95 overpass and Harbor Island Park and authorizes the Village Manager to undertake any administrative acts required; and be it further

RESOLVED, this approval is subject to adherence to all CDC, Westchester County Health Department, NYS and Village of Mamaroneck guidelines, rules regulations and guidance.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

C. Resolution Authorizing Execution of Contract for Affordable Housing Consultant

**RESOLUTION RE:
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TO ASSIST THE VILLAGE IN REVIEWING PROPOSALS SUBMITTED TO DEVELOP THE HUNTER TIER PARKING LOT WITH AFFORDABLE HOUSING AND PUBLIC PARKING**

WHEREAS, on February 23, 2023, the Village issued a Request for Proposals (attached hereto) to assist the Village in reviewing and comparing the two proposals received for the development of the Hunter Tier Lot with affordable housing and public parking; and

WHEREAS, by the response date, March 8, 2023, the Village three (3) proposals which were reviewed by a working group composed of the two (2) Trustees, the Deputy Village Manager, and two (2) members of the Budget Committee with experience in residential development; and

WHEREAS, based on this review, two (2) consultants were selected for further interview, with the firm of NHB Planning selected and the preferred planning consultant to complete this work; and

WHEREAS, subsequent to the interview process, the Board of Trustees determined to explore a means by which the Village could include preferences for particular categories of Village residents and expanded the consultant work to include the required demographic analyses; and

WHEREAS, to complete this work, NHB Planning has proposed a fee of \$46,925.00 itemized as follows: Base Work as outlined as defined in the RFP \$26,925; Additional work \$20,000, not to exceed a total budget of \$46,925; and

WHEREAS, in order to fund this study work staff recommends that \$46,925 be transferred from the Workers Compensation Budget to the Board of Trustees Contractual Services Budget; and

On motion of Trustee Rawlings, seconded by Trustee Yizar-Reid:

BOT REGULAR MEETING
MAY 13, 2024

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approves the following budget transfer:

<u>From</u>	<u>Amount</u>	<u>To</u>	<u>Amount</u>
A. General Fund		A. General Fund	
.9040 Workers Comp.		.1010 Board of Trustees	
.0803 Workers Comp.	<u>\$46,925.00</u>	.0421 Contractual Svcs.	<u>\$46,925.00</u>
TOTAL	\$46,925.00	TOTAL	\$46,925.00

;and be it further

RESOLVED, that the Village Manager is herein authorized to execute a Professional Services Agreement with NHB Planning for an amount no to exceed \$46,925.00; and be it further

RESOLVED, that all costs associated with this work be charged to FY 2023/24 General Fund Account # A.1010.0421, not to exceed \$46,925; and be it further

RESOLVED, that the Village Manager is authorized to undertake such administrative acts as may be necessary to effectuate the study work.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

D. Resolution Authorizing Budget Transfer for Repairs at Lanza Field Electrical Room

**RESOLUTION RE:
AUTHORIZING BUDGET TRANSFER TO FUND EMERGENCY REPAIR OF THE LANZA
FIELD ELECTRICAL ROOM ROOF**

WHEREAS, The Village of Mamaroneck recently completed a project to install six (6) Automatic External Defibrillators at Harbor Island Park in accordance with anticipated legal requirements; and

WHEREAS, during the course of construction, staff noticed significant failures in the roof at the electrical room located at Lanza Field at Harbor Island Park making it susceptible to water damage and exposing the electrical equipment to damage and failure; and

WHEREAS, this electrical room serves as the primary power source for the park, including the field lights and decorative street lighting in the west basin parking lot; and

WHEREAS, the Village received three (3) quotes to effectuate the repairs with the lowest quote received from K-Con Site Developers, Inc. in the amount of \$15,500; and

BOT REGULAR MEETING
MAY 13, 2024

WHEREAS, this is considered a Public Works Contract and can be awarded by the Village Manager in accordance with the Village’s Procurement Policy; and

WHEREAS, as this is an unanticipated expense and there is an insufficient balance in the Parks Department Building and Parks Improvement General Ledger Account, A.7110.0409, to absorb the cost, additional funding is required; and

WHEREAS, in order to fund this emergency repair and remit payment for this work staff recommends that \$15,500 be transferred from the Workers Compensation Budget to the Parks Department Building and Parks Improvement Budget; and

On motion of Trustee Yizar-Reid, seconded by Trustee Lucas:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approves the following budget transfer:

<u>From</u>	<u>Amount</u>	<u>To</u>	<u>Amount</u>
A. General Fund		A.General Fund	
.9040 Workers Comp.		.7110 Parks Department	
.0803 Workers Comp.	\$15,500.00	.0409 Bldg & Parks Imp.	\$15,000.00
TOTAL	<u>\$15,500.00</u>	TOTAL	<u>\$15,000.00</u>

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

E. Resolution Authorizing Budget Transfer for Fence Repair at Harbor Island Park

**RESOLUTION RE:
AUTHORIZING BUDGET TRANSFER TO EFFECTUATE A FENCE REPAIR AT HARBOR
ISLAND PARK**

WHEREAS, in July of 2023, an individual drove through the playground area at Harbor Island Park, causing significant damage to a section of the split rail fence, a donated bench, picnic table and the swing set; and

WHEREAS, while the Village is working with the Westchester County Department of Probation to seek to recoup costs from the person who damaged the park, immediate repair of the fence is needed; and

WHEREAS, staff estimates that the cost to repair the fence, which includes the cost of the material and installation, is approximately \$16,200; and

BOT REGULAR MEETING
MAY 13, 2024

WHEREAS, as this is considered a Public Works Contract, it can be awarded by the Village Manager in accordance with the Village’s Procurement Policy; and

WHEREAS, this is an unanticipated expense and there is an insufficient balance in the Parks Department Building and Parks Improvement General Ledger Account, A.7110.0409, to absorb the cost, and as such, additional funding is required; and

WHEREAS, in order to fund this emergency repair and remit payment for this work, staff recommends that \$16,200 be transferred from the Workers Compensation Budget to the Parks Department Building and Parks Improvement Budget,

On motion of Trustee Rawlings, seconded by Trustee Lucas:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approves the following budget transfer:

<u>From</u>	<u>Amount</u>	<u>To</u>	<u>Amount</u>
A. General Fund		A. General Fund	
.9040 Workers Comp.		.7110 Parks Department	
.0803 Workers Comp.	<u>\$16,200.00</u>	.0409 Bldg & Parks Imp.	<u>\$16,200.00</u>
TOTAL	\$16,200.00	TOTAL	\$16,200.00

Ayes: Rawlings, Young, Lucas

Nays: None

Absent: Yizar-Reid

Not Voiting: Torres

F. Resolution Approving Execution of Settlement Agreement for WJWW

Mr. Stuart Tiekert appeared with questions about State required projects. \$6.8 million is not a lot. Mr. Spolzino stated that the State demanded an amount and when the funds run out, they run out. Mr. Tiekert believes that the WJWW should notify homeowners. Mr. Sarnoff stated that lead pipes and public water mains are only required to be replaced when there is a failure in the pipe. There are standards for this. Mr. Tiekert stated that he will share information with residents when WJWW shares it.

RESOLUTION RE:
AUTHORIZATION TO EXECUTE THE
WESTCHESTER JOINT WATERWORKS SETTLEMENT AGREEMENT

BOT REGULAR MEETING
MAY 13, 2024

WHEREAS, a proposed consent decree with respect to the claims asserted by the United States Environmental Protection Agency and the New York State Department of Health against Westchester Joint Water Works (“WJWW”), the Village of Mamaroneck, the Town of Mamaroneck, and the Town/Village of Harrison, having been duly presented to the Board of Trustees of the Village of Mamaroneck for its consideration at its meeting on May 13, 2024; and

WHEREAS, the settlement requires WJWW to construct a filtration plant, pay civil penalties, and fund three environmental benefit projects over a period of approximately six years; and

WHEREAS, on April 30, 2024, the WJWW Board of Directors approved the settlement; and

WHEREAS, the Village of Mamaroneck is responsible for its proportionate share of WJWW’s expenses (27.7%) based on water consumption, which would include the cost of complying with the consent decree; and

WHEREAS, the total settlement of approximately \$6.8 million would be due as the projects are implemented over the six years, and Village’s share would total approximately \$1,815,600; and

WHEREAS, the Board of Trustees having duly considered the proposed settlement agreement,

On motion of Trustee Rawlings, seconded by Trustee Yizar-Reid:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approves the settlement; and it be further

RESOLVED, that the Board of Trustees directs the Village Manager to undertake such administrative acts as may be required to effectuate the settlement agreement.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

G. Resolution Authorizing Change of Date for Serving of Alcohol at MAS PTA Fundraising Event

**RESOLUTION RE:
AUTHORIZING RESOLUTION AUTHORIZING CHANGE OF DATE FOR SERVING OF
ALCOHOL AT MAS PTA FUNDRAISING EVENT**

WHEREAS, at their April 8, 2024, Regular Meeting, the Board of Trustees approved the serving of alcohol at the Mamaroneck Avenue School PTA event at Harbor Island Pavilion Deck on May 10, 2024; and

WHEREAS, the Village has received a request from the PTA to move the event to Friday, June 7, 2024, due to weather conditions.

BOT REGULAR MEETING
MAY 13, 2024

On motion of Trustee Lucas, seconded by Trustee Yizar-Reid:

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Village of Mamaroneck hereby approves the request from the Mamaroneck Avenue School PTA to serve alcohol at a fundraising event held on Friday, June 7, 2024; and be it further

RESOLVED, that such approval is subject to Mamaroneck Avenue School PTA providing the Village of Mamaroneck with a certificate of insurance naming the Village of Mamaroneck as an additional insured.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voiting: Torres

6. REPORT FROM LIAISONS

Trustee Yizar-Reid reported on the Tree Committee and Traffic Commission, Trustee Lucas on the Arts Council, Trustee Rawlings on the Recreation and Parks Commission and the Flood Mitigation Advisory Committee and Trustee Young on the Committee for the Environment.

7. INVITATION TO ADDRESS THE BOARD II - Comments limited to 5 minutes

A. Invitation to the Board II

Mr. Glenn Tippett appeared regarding surplus funds being dedicated to projects. There are two different types. One is bringing in more than budgeted but, in most years, we borrow or take money out of fund balance and put it into the operating budget. He believes that surplus funds should be put back into fund balance.

Ms. Donyella Birman appeared and stated that there is a lot of chatter regarding the Affordable Housing meetings at the Emelin. She sent an email from her Village email account that went unanswered. Talked about process. Misconceptions, visions of grandeur fed by the prior Mayor. The public believed this. Everything went on behind the scenes. There was nothing that the public could do. Why aren't the voices of the people being listened to? Demand that consultant take these findings into consideration and consult with the Mamaroneck school board to address overcrowding concerns. Do a traffic study, research Village law regarding parking spaces for new builds. The affordable housing system is broken. If the community had known, they would have challenged the zoning change.

Mr. Stuart Tiekert appeared regarding Trustee Rawlings being on the Recreation and Parks Commission years ago when they amended the parks uniform agreement that made that section of Code

BOT REGULAR MEETING
MAY 13, 2024

unenforceable and silly. Thought the Commission would look at this and make recommendations. He was told that will happen. He sent an email about how contracts for Florence Park were awarded. Serious issues there. Understands Interim Manager is trying to get into alignment with State and Village law.

8. REPORT FROM CLERK-TREASURER

A. General Parking Permits Expire on May 31, 2024

9. REPORT FROM VILLAGE ATTORNEY

A. Filing of Local Law 5-2024 with the Secretary of State

B. Filing of Local Law 6-2024 with the Secretary of State

10. MINUTES - COMMISSIONS, BOARDS, COMMITTEES

A. Minutes of the Board of Trustees Work Session and Regular Meeting of March 25, 2024

B. Minutes of the Committee for the Environment Meeting of March 19, 2024

C. Minutes of the Ethics Board Meeting of March 18, 2024

D. Minutes of the Tree Committee Meeting of March 6, 2024

E. Minutes of the Harbor and Coastal Zone Management Committee Meetings of February 16 & December 21, 2022

ADJOURN

There being no further business to come before the Board, on motion duly made and seconded the public portion of the meeting was adjourned at 9:15 p.m.

PREPARED BY:
SALLY J. ROBERTS
SECRETARY

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO,
CLERK-TREASURER

BOT REGULAR MEETING
MAY 28, 2024

REGULAR MEETING OF THE VILLAGE OF MAMARONECK BOARD OF TRUSTEES
TUESDAY, MAY 28, 2024, AT 7:30 PM
COURTROOM AT 169 MT. PLEASANT AND ZOOM

PRESENT: Mayor
Trustees



Sharon Torres
Nora Lucas
Lou Young
Leilani Yizar-Reid
Emmanuel Rawlings (arrived at 8:50 p.m.)
Agostino A. Fusco (Zoom)
Sally J. Roberts
Laura Vasami
Gino Frabasile
Robert Spolzino
Mary Desmond (Zoom)

Clerk Treasurer
Deputy Clerk
Deputy Treasurer
Village Engineer
Village Attorney
Deputy Village Attorney

ABSENT: Interim Village Manager Strome

OPEN MEETING

On motion of Trustee Lucas, seconded by Trustee Rawlings:

RESOLVED that the Board of Trustees Regular Meeting of May 28, 2024, be and is hereby open.

Ayes: Rawlings, Young, Lucas

Nays: None

Absent: Yizar-Reid

Not Voting: Torres

PRESENTATIONS

A. Climate Smart Community Recognition

Ms. Ellen Silver, the Climate Smart Communities Task Force Chair appeared and spoke about the Bronze Certification awarded to the Village. The Board thanked her and the entire Task Force for their hard work.

B. SLR Presentation on Feasibility of Pumps

Mayor Torres talked about the possible grants that Ms. Dehais from the Committee for the Environment brought forward. The Village is working on four grant applications for funds to be used on the Ward Avenue Bridge and Columbus Park confluence area. Regarding the Center Avenue Bridge, staff will

BOT REGULAR MEETING
MAY 28, 2024

work with the Town of Mamaroneck on that. She and Mr. Frabasile will continue to work on these initiatives with the Interim Village Manager.

Mr. Mark Carabetta, Environmental Scientist with SLR appeared. They were hired under the Resilient New York program and conducted flood studies in Eastern New York. The watershed is 80% developed and there is no flood plain in areas. Channels lack capacity to convey flow. They are not large enough and there are crossings that restrict water. They looked for ways to improve conveyance. Mr. Carabetta spoke about recommendations to help conveyance, including floodplain benches. Everything considered, SLR ruled out the use of pumps to solve the flooding problem. Pumps are typically used where there is a levy or floodwall. Not used to convey water past constrictions. Need to find ways to ease constrictions.

FLOOD MITIGATION REPORT

A. Flood Mitigation Report

Mayor Torres reported that she reached out to the Flood Mitigation Advisory Committee regarding their submitted questions. Mr. Carabetta to attend a future FMAC meeting. Mr. Frabasile reviewed the projects his department is working on. Florence Street is going forward and will request funding later in June. In the Washingtonville and Industrial Areas, he will work with Mr. Carabetta on those. The H and H report on Jefferson Avenue and Wood Street is complete. There are some Con Edison poles that may need to be moved for this work. A bid request will be sent out at the end of June or early July. He has reached out to the Fairway Green neighborhood to help expand their model. Regarding river maintenance, he received the GEI proposal and is getting proposals from three surveyors. The Village has received river cleaning permits to work within 200 feet up or downstream of river crossings. This gives us a very large area in which to remove sediment. The majority of this work will be done by JT Cleary and our Department of Public Works will continue to maintain.

1. REPORT FROM VILLAGE MANAGER

A. Filed for the Record - Contract with NHB Planning

INVITATION TO ADDRESS THE BOARD - Comments limited to 5 minutes

A. Invitation to Address the Board I

BOT REGULAR MEETING
MAY 28, 2024

Mr. Bernie Camarda, member of the FMAC, appeared as a resident and stated that Mr. Carabetta got briefed incorrectly, didn't get the right information and that SLR has zero experience with pumps. The SLR plan is larger than the ACE Plan.

Ms. Jody Stern from Elliot Avenue appeared and asked if having pumps would work as we are not doing any work on the bridges. She believes that answer is yes.

Mr. Vinny Calderon appeared and stated that 8-inch pipes are all the Village needs for the pumps. Deploy before, during, and after flooding as it will help residents.

Ms. Bonnie Casterella appeared and stated that Village residents have been living with flooding since the 1970s. The reservoir used to be a lake. Why isn't the reservoir being dredged and used as a holding tank? She also stated that the Larchmont reservoir and duck pond need to be dredged.

Mr. Tony Gelber, member of the FMAC, appeared as a resident. He too is disappointed with Mr. Carabetta's report. Pumps are used in New Orleans and could be used here. Pumps are submersible. Engines need to be above the flood plain. He still believes that pumps could be useful.

A resident of Revere Road appeared and asked if Mr. Roderick Scott looked at pumps? They were told that he did not. He looked at home elevations only.

Ms. Daniela Camarda appeared and stated that she perseveres in her life although it is still unsafe for her to live in her home. She refuses to live like a prisoner. Wants to feel heard.

Ms. Kate Dehais appeared as a member of the CFTE. She is working on the Mamaroneck Greenway to see what can be done along the rivers to create additional floodways.

Ms. Sue Deshensky appeared to talk about Mamaroneck Avenue. There are no bike cops, cars are double parked and crossing over the double yellow lines. There are illegal scooters driving around. Can we get the bike cops back?

Mr. Robert Stark, a member of the Traffic Commission, appeared and stated that there are signs on Mamaroneck Avenue that state no double parking and no crossing the double lines.

Mr. Glenn Tippett, member of the Budget Committee, appeared as a resident regarding flooding. There are many good ideas that need to be implemented now. Can do work on Rockland Avenue. Agrees with pumps. He spoke about issues with Proposed Local Law L-2024. (Trustee Yizar-Reid joined meeting)

2. PUBLIC HEARINGS

A. Continuation of the Public Hearing on PLL J-2024 Amending Chapter 342 of the Code to Allow Additional Uses in the C-1 Commercial and M-1 Manufacturing Zoning Districts

BOT REGULAR MEETING
MAY 28, 2024

Mr. Spolzino gave an overview of the law.

On motion of Trustee Lucas, seconded by Trustee Young:

RESOLVED that the Public Hearing on PLL J-2024 is hereby open:

Ayes: Yizar-Reid, Young, Lucas

Nays: None

Absent: Rawlings

Not Voting: Torres

Mr. Paul Noto, former Village Mayor, appeared on behalf of his client, which is a doggie daycare facility. He asked if Mamaroneck Vet Hospital is required to dispose of waste. This Proposed Local Law was one of the many recommendations made by the previous Village Planner to help move the community forward. He stated that there are built in checks and balances as a requirement of the Special Permit as it would have the applicants address and specific potential issues with each property.

Trustee Young read the comments sent by the Planning Board.

Mr. Andrew Spatz, a member of the FMAC, appeared on behalf of his client, which is a dog care hotel to address one of the Planning Board's concerns, which is noise. This use may be ideal for commercial zones but being in the M-1 District could be problematic and could impose a deterrent in that district as there are no setbacks in the law. He spoke about the current noise ordinance and what could be a factor in C1 and C2 may not be a factor in M1. He sent a letter to the Board that he would like filed for the record with this law.

Mr. Glen Volund appeared. He runs two luxury pet hotel franchises. All waste is bagged and removed.

Ms. Mary Stetson appeared. She thanked the Board for looking at expanding this law as she represents another doggie day care facility. There is a huge demand for this in our area.

Mayor Torres suggested adopting the law with clarification on waste removal, dog walking after 10 p.m. and the noise level in the M1 zone for their June 10, 2024, Work Session.

On motion of Trustee Lucas, seconded by Trustee Young:

RESOLVED that the Public Hearing on PLL J-2024 is hereby closed:

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

BOT REGULAR MEETING
MAY 28, 2024

**RESOLUTION REGARDING THE
ISSUANCE OF A NEGATIVE DECLARATION, FINDING OF CONSISTENCY
AND ADOPTION OF PROPOSED LOCAL LAW J OF 2024
AMENDING CHAPTER 342 OF THE CODE OF THE VILLAGE OF MAMARONECK (ZONING)
TO ALLOW ADDITIONAL USES IN THE C-1 GENERAL COMMERCIAL
AND M-1 MANUFACTURING ZONING DISTRICTS**

WHEREAS, recognizing a local demand for animal care, the need to encourage better access to animal care in the Village, and as part of a strategic economic development plan, the Village desires to permit animal hospitals and pet care facilities in the C-1 General Commercial District and the M-1 Manufacturing District, subject to conditions that protect the health, safety and welfare of Village residents; and

WHEREAS, Proposed Local Law J of 2024 amending Chapter 342 of the Code of the Village of Mamaroneck (Zoning), to allow animal hospitals and pet care facilities in the C-1 General Commercial District and M-1 Manufacturing Districts, was presented to the Board of Trustees for its consideration with supporting documentation including an Environmental Impact Statement; and

WHEREAS, the Board of Trustees referred Proposed Local Law J of 2024 to the Village of Mamaroneck Harbor and Coastal Zone Management Commission (“HCZMC”) for an advisory opinion on consistency with the Village’s Local Waterfront Revitalization Program (the “LWRP”), to the Westchester County Planning Board for its review and recommendation, and to the Village Planning Board and Zoning Board of Appeals for comment; and

WHEREAS, the Westchester County Planning Board, the Village Planning Board, Zoning Board of Appeals, and Village planning staff provided comments and recommendations on the proposed local law, and HCZMC advised on consistency with the LWRP; and

WHEREAS, notice of the public hearing for Proposed Local Law J of 2024 was published in accordance with the law, and held before the Board of Trustees on May 13, 2024 and May 28, 2024; and

WHEREAS, the comments and advice received from the public, HCZMC, the Westchester County Planning Board, the Village Planning Board and the Zoning Board of Appeals were reviewed and considered by the Board of Trustees; and

WHEREAS, the Board of Trustees has reviewed and considered Proposed Local Law J of 2024, the memoranda and advice from the Village Staff, the Full Environmental Assessment Form, has taken a hard look at the potential environmental impacts of Proposed Local Law J of 2024, and considered the policies set forth in the LWRP,

On motion of Trustee Yizar-Reid, seconded by Trustee Young:

BOT REGULAR MEETING
MAY 28, 2024

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees finds that the adoption of Proposed Local Law J of 2024 will have no significant adverse environmental impacts on the environment and that, therefore, no further environmental impact review is required; and be it further

RESOLVED that the Board of Trustees finds and determines that Proposed Local Law J of 2024 is consistent, to the maximum extent practicable, with policies of the LWRP and will not substantially hinder the achievement of any of the policies set forth therein; and be it further

RESOLVED that Proposed Local Law J of 2024 is adopted and shall read as follows:

LOCAL LAW 7 - 2024
A Local Law to amend Chapter 342
of the Code of the Village of Mamaroneck (Zoning) to allow additional uses
in the C-1 commercial and M-1 manufacturing zoning districts

Be it enacted by the Board of Trustees of the Village of Mamaroneck

Section 1.

Section 342-3 of the Code of the Village of Mamaroneck is amended by adding the following definitions:

Animal Hospital

A building for the medical and/or surgical care of animals.

Pet Care Facility

A business providing boarding and pet related services including feeding, exercise, training, bathing, or grooming, during the day and/or overnight.

Section 2.

Section 342-30(A)(1) of the Code of the Village of Mamaroneck is amended by adding the following principal uses permitted in the C-1 General Commercial Districts:

(s) Animal hospitals. (This use is subject to Planning Board approval in accordance with the procedure set forth in Article X and must conform to any additional requirements made in connection with such approval.)

(t) Pet care facilities. (This use is subject to the requirements set forth in § 342-52.3, Planning Board approval in accordance with the procedure set forth in Article X and must conform to any additional requirements made in connection with such approval.)

Section 3.

Section 342-31(A)(1) of the Code of the Village of Mamaroneck is amended as follows:

- (a) Uses permitted in the C-1 Districts, as permitted therein, but not microbreweries, microdistilleries, microcideries, microwineries, or pet care facilities.

BOT REGULAR MEETING
MAY 28, 2024

Section 4.

Section 342-32(C) of the Code of the Village of Mamaroneck is amended by adding the following special permit uses in the M-1 Manufacturing Districts:

- (6) Animal hospitals.
- (7) Pet care facilities.

Section 5.

Article VII of Chapter 342 of the Code of the Village of Mamaroneck is amended by adding § 342-52.3, as follows:

§ 342-52.3 Pet care facilities.

Within the C-1 districts, the Planning Board may grant a special permit for construction and operation of a pet care facility subject to the following standards and the requirements set forth in Article X of this chapter.

- A. Indoor space. Adequate indoor space must be provided for all animals under the care of the pet care facility.
- B. Outdoor spaces. Outdoor spaces are permitted subject to the following requirements:
 - (1) Animals must be indoors between the hours of 5:00 p.m. and 7:00 a.m.
 - (2) While outdoors, all animals must be under the direct control of the pet care facility operator or the facility staff at all times.
 - (3) A wall or fence enclosing the outdoor area must be provided and be of sufficient construction to protect animals from injury, prohibit animals from escaping, and separate animals from other domestic animals and unauthorized individuals.
 - (4) The outdoor surface, other than grass runs and exercise areas, must be concrete, gravel, or other materials that can be regularly cleaned and kept free of waste accumulation.
 - (5) Grass runs and exercise areas must maintain adequate ground cover, holes must be promptly filled, solid waste must be removed prior to watering, the ground cover must be watered sufficiently to dilute and clean the ground cover to avoid disease, and the ground cover must not be overgrown.
 - (6) Outdoor areas must be designed so that the water used to clean outdoor areas does not overflow onto a public right-of-way, an adjacent property, body of water, or public stormwater drain.

BOT REGULAR MEETING
MAY 28, 2024

C. Sanitation.

- (1) Facilities must be kept clean and sanitary at all times in order to maintain a healthy environment for the animals and staff.
- (2) All indoor and outdoor spaces must be cleaned at least once each day.
- (3) Trash and animal waste generated at the facility must be disposed of promptly and hygienically, and in accordance with all applicable federal, state and local laws and regulations so as to minimize the risk of disease, contamination, and vermin.
- (4) Fecal wastes must be disposed of through either solid waste pick-up service or the sanitary sewer system. Disposal of cat litter must be through solid waste pick-up and not through the sanitary sewer system. Fecal wastes may not be used for on-site or off-site composting operation.

D. Noise.

- (1) Noise control during operating hours. Between the hours of 7:00 a.m. and 5:00 p.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located consisting of an average of 10 animal noises per minute either over a six-minute period of time or over a 15-minute period of time with one minute or less between each animal noise.
- (2) Noise control during evening and early morning hours. Between the hours of 5:00 p.m. and 7:00 a.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located.

E. Pet Care Facilities must obtain a Permit to Operate an Animal Facility from the Westchester County Department of Health prior to obtaining a special permit, and must comply with the requirements of that permit and all state, federal and local laws and regulations.

Section 6.

Section 342-56 of the Code of the Village of Mamaroneck is amended as follows:

<u>Use</u>	<u>Minimum number of spaces</u>
Retail and/or service business, animal hospitals	1 for each 350 square feet of gross floor area of a building with not more than 3,500 square feet; 1 for each 200 square feet of the next 3,500 square feet of the gross floor area of the building; 1 for each 100 square feet of the gross floor area of the building in excess of 7,000 square feet.

BOT REGULAR MEETING
MAY 28, 2024

Section 7.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 8.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 9.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

3. AUDIT OF BILLS

A. Resolution Authorizing Budget Transfers for Overbudget Accounts

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFERS TO FUND OVERBUDGET
ACCOUNTS**

WHEREAS, there are some budget lines in the 2023-24 General Fund Budget that are deficit and in need of funding; and

WHEREAS, also within the 2023-24 General Fund Budget there are some budget lines that have a surplus of funds; and

WHEREAS, a budget transfer between budget lines is requested from surplus funds to fund the overbudget expense lines as noted below; and

On motion of Trustee Lucas, seconded by Trustee Rawlings:

THEREFORE, BE IT RESOLVED; that the Clerk Treasurer is hereby authorized and directed to Amend the 2023-24 General Fund Budget by making the following budget transfers:

BOT REGULAR MEETING
MAY 28, 2024

FROM:

TO:

A – General Fund

(Marine Ed Center to fund – House of Fins for Tank Repair and Fish Food)

A.7146.0110 – Part-time	\$1,000	A.7146.0421 – Contract Services
A.7146.0140 – Overtime	\$ 700	A.7146.0421 – Contract Services

(Central Data Printing – To fund copier lease and supplies)

A.1990.0999– Contingent	\$ 580	A.1670.0421 – Central Printing & Mail
-------------------------	--------	---------------------------------------

(Admin Offices – To fund copier lease and supplies)

A.1990.0999– Contingent	\$ 580	A.1621.0421 – Central Printing & Mail
-------------------------	--------	---------------------------------------

(Unallocated Insurance – Claim payment for loss on 12/8/2022)

A.1950.0449 – Taxes & Assessments	\$ 7,980	A.1910.0401 – Unallocated Insurance
-----------------------------------	----------	-------------------------------------

(To Fund Shade Tree Contract Serv for Almstead Tree Serv invoices due to 4/3-4/4 Storm expenses)

A.9040.0802 – Workers Compensation	\$31,000	A.8560.0421 – Contract Services
------------------------------------	----------	---------------------------------

(To Fund Street Maintenance Contract Serv for Fence Repair due to 4/3-4/4 Storm expenses)

A.9040.0802 – Workers Compensation	\$750	A.5110.0421 – Contract Services
------------------------------------	-------	---------------------------------

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

B. Resolution Authorizing Abstract of Audited Vouchers

Trustee Lucas stated that she will be abstaining from this vote as reimbursement to her is on it.

On motion of Trustee Yizar-Reid, seconded by Trustee Rawlings:

RESOLVED that the Abstract of Audited Vouchers dated May 28, 2024, in the amount of \$791,092.93 is hereby approved for payment.

Ayes: Rawlings, Yizar-Reid, Young

Nays: None

Not Voting: Lucas, Torres

4. OLD BUSINESS - Comments limited to 3 minutes

A. Resolution Authorizing Execution of Agreement with Sportime

BOT REGULAR MEETING
MAY 28, 2024

This was discussed at tonight's Work Session. There will be further discussions with Sportime and Mr. Spolzino will come back in two weeks with what was discussed. Mr. Glenn Tippett appeared and stated that there are ten spots adjacent to the pickleball court and could possibly put in basketball.

- 5. NEW BUSINESS - Comments limited to 3 minutes
- A. Resolution Authorizing Execution of Contract 2024-01 HVAC Maintenance Contract

**RESOLUTION RE:
AUTHORIZING EXECUTION OF CONTRACT 2024-01
HVAC MAINTENANCE CONTRACT**

WHEREAS, in 2011, the Village of Mamaroneck consolidated all its HVAC maintenance contracts to ensure that one common vendor maintains all Village systems; and

WHEREAS, in furtherance of this consolidation, bid specifications for Contract 2024-01-HVAC Maintenance were prepared and publicly advertised, and among the major specifications of the contract are quarterly service at all Village facilities as well as a two-year contract term with an option for one additional year; and

WHEREAS, three bids for Contract 2024-01-HVAC Maintenance were received by the Village on May 7, 2024; and

WHEREAS, the lowest bid in the amount of \$67,620 (\$33,810/year) was submitted by ThermoDynamics, Corp., 2989 Navajo St., Yorktown Heights, NY 10598 ("ThermoDynamics"), a company that holds a number of similar HVAC contracts with governments and schools in Westchester County; and

WHEREAS, ThermoDynamics' references all reported satisfaction with the company's quality of work, workmanship, and ability to respond to emergency situations, and ThermoDynamics conveyed a clear understanding of the contract work and comfort with its bid to Village staff; and

WHEREAS, for the above reasons, Village staff recommends that that contract 2024-01-HVAC Maintenance, be awarded to ThermoDynamics in accordance with its bid.

On motion of Trustee Rawlings, seconded by Trustee Yizar-Reid:

NOW, THEREFORE, BE IT RESOLVED that that the Village Manager is authorized to execute Contract 2024-01-HVAC Maintenance with ThermoDynamics in the amount of \$67,620 (\$33,810/year); and be it further

RESOLVED, that the Village Manager is authorized to undertake such administrative acts as may be required to effectuate Contract 2024-01-HVAC Maintenance.

BOT REGULAR MEETING
MAY 28, 2024

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Not Voting: Torres

B. Resolution Authorizing a Budget Transfer for Swing Set Repair at Harbor Island Park

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFERS
TO FUND PARKS IMPROVEMENTS FOR HARBOR ISLAND SWING SET**

WHEREAS, due to a vehicle accident in Harbor Island Park on July 3rd, 2023, the swing set in the park was damaged; and

WHEREAS, due to damage to the top rail the swing set cannot be repaired and must be replaced; and

WHEREAS, there are funds remaining in the Parks Department budget that can be used to fund this expense; and

WHEREAS, the Village will be seeking reimbursement from the vehicle owner; now

On motion of Trustee Yizar-Reid, seconded by Trustee Lucas:

THEREFORE, BE IT RESOLVED; that the Clerk Treasurer is hereby authorized and directed to Amend the 2023-24 General Fund Budget by making the following budget transfers:

FROM:

TO:

A – General Fund

(To Fund Parks Contract Serv for Swing Set Repair @ Harbor Island Park)

A.7110.0411- Materials

\$7,000

A.7110.0409 – Building Park Improv

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

C. Resolution Authorizing Execution of 2024 Summer Camp Program Contract

BOT REGULAR MEETING
MAY 28, 2024

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE AN INTERMUNICIPAL AGREEMENT TO PROVIDE GRANT
FUNDING FROM THE WESTCHESTER COUNTY YOUTH BUREAU'S SUMMER YOUTH
EMPLOYMENT PROGRAM**

WHEREAS, on an annual basis the Westchester County Youth Bureau provides grant funding to the Village through the Summer Youth Employment Program; and

WHEREAS, on May 14, 2024, Westchester County proffered an intermunicipal agreement for the 2024 program that would provide \$9,008 in grant funding to the Village and requested that the executed agreement be returned by May 30, 2024.

On motion of Trustee Lucas, seconded by Trustee Yizar-Reid:

NOW, THEREFORE BE IT RESOLVED that the Village Manager is authorized to execute an Intermunicipal Agreement with Westchester County to access \$9,008 in grant funding through the Youth Bureau's Summer Youth Employment Program; and be it further

RESOLVED, that the Village Manager is authorized to undertake such administrative acts as may be necessary to effectuate the terms of this agreement.

Ayes: Rawlings, Yizar-Reid, Young Lucas

Nays: None

Not Voting: Torres

D. Resolution Authorizing Street Closure for 2024 Summer on the Avenue Block Party

**RESOLUTION RE:
AUTHORIZING DATES AND STREET CLOSURES FOR SUMMER ON THE AVENUE
BLOCK PARTY**

WHEREAS, there are Village of Mamaroneck events that require the Board of Trustees' approval regarding authorization of the date and appropriate street closures.

On motion of Trustee Rawlings, seconded by Trustee Young:

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby approves the following dates and street closures for the following Village events:

Summer on the Avenue Block Parties

Date: Wed., July 24, 2024, and Thurs., July 25, 2024 (Rain Date) from 6:00 p.m. – 11:00 p.m.

Closure: Mamaroneck Avenue, extending from Halstead Avenue to Boston Post Road

BOT REGULAR MEETING
MAY 28, 2024

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

E. Resolution Authorizing the Serving of Alcohol at the 2024 Tiki Party

**RESOLUTION RE:
AUTHORIZING THE SERVING OF ALCOHOL AT HARBOR ISLAND PARK FOR THE LMC-
MEDIA/RECREATION DEPARTMENT TIKI PARTY**

WHEREAS, the Village of Mamaroneck Recreation Department and LMC-Media are co-sponsoring a Tiki Party at Harbor Island Park on Friday, July 12, 2024 (rain date of July 13, 2024), and have requested to serve alcohol at this event; and

WHEREAS, the Board of Trustees must approve the use of alcohol on Village property,
On motion of Trustee Yizar-Reid, seconded by Trustee Lucas:

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Mamaroneck hereby approves the Village of Mamaroneck Recreation Department and LMC-Media's request to serve alcohol at the Tiki Party event at Harbor Island Park to be held on Friday, July 12, 2024 (rain date of July 13, 2024); and be it further

RESOLVED, that such approval is subject to LMC-Media providing the Village of Mamaroneck with a certificate of insurance naming the Village of Mamaroneck as an additional insured.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

F. Addition of an Item

**RESOLUTION RE:
ADDING AGENDA ITEM**

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

On motion of Trustee Lucas, seconded by Trustee Young:

RESOLVED that Agenda Item 5G Approving Non Represented Salary Increases is hereby added to the May 28, 2024 Regular Meeting Agenda.

BOT REGULAR MEETING
MAY 28, 2024

Ayes: Rawlings, Yizar-Reid, Young, Lucas, Young

Nays: None

Not Voting: Torres

G. Approving Non Represented Salary Increases

**RESOLUTION RE:
APPROVING NON REPRESENTED EMPLOYEE PAY INCREASES**

RESOLVED that Non Represented Employee Pay Increases are approved as follows:

VILLAGE OF MAMARONECK 2024-25 NON-REPRESENTED SALARY ADJUSTMENTS				
Elected Officials				
			FY 2023/24	FY 2024-25
Name	Department	Title	Salary	Salary
Torres, Sharon	0A1210	Mayor	\$10,425	\$10,686
Lucas, Nora	0A1010	Trustees**	\$7,530	\$7,718
Young, Lou	0A1010	Trustees**	\$7,530	\$7,718
Yizar-Reid, Leilani	0A1010	Trustees**	\$7,530	\$7,718
Rawlings, Emmanuel	0A1010	Trustees**	\$7,530	\$7,718
Derrico, Christie	0A1110	Justice**	\$45,000	\$46,125
Gallagher, Daniel	0A1110	Justice**	\$45,000	\$46,125
**Does not take effect until next term.				
Full Time Employees				
			FY 2023/24	FY 2024-25
Name	Department	Title	Salary	Salary

BOT REGULAR MEETING
MAY 28, 2024

Casterella, Bonnie	0A1110	Court Clerk	\$92,250	\$94,556
Loci, Elida	0A1110	Court Clerk	\$78,925	\$80,898
Chavez, Martha	0A1110	Assistant Court Clerk	\$65,239	\$66,870
Jones-Vanhook, Edkeem	0A1110	Assistant Court Clerk	\$56,000	\$57,400
Sarnoff, Daniel	0A1230	Deputy Village Manager	\$155,000	\$158,875
Wong, Courtney	0A1230	Sec. to Village Manager	\$88,276	\$90,483
Fusco, Agostino	0A1325	Clerk/Treasurer	\$170,971	\$175,246
Roberts, Sally	0A1325	Deputy Clerk	\$97,440	\$99,876
Vasami, Laura	0A1325	Deputy Treasurer	\$97,440	\$99,876
Danielle Gilliard	0A1430	HR Manager	\$139,807	\$143,302
Frabasile, Gino	0A1440	Engineer	\$179,375	\$183,859
Barney, James	0A1490	DPW General Foreman	\$134,579	\$137,943
Cazes, Cliff	0A1680	Information Systems Manager	\$132,808	\$136,128
Marselle, Joe	0A1680	Tech Support Special	\$89,285	\$91,517
Ciraco, Edward	0A1680	Tech Support Special	\$65,000	\$66,625
DiRuzza, Sandra	0A3120	Chief of Police	\$202,926	\$207,999
Powers, Ann	0A3120	Sr. Office Assistant	\$83,650	\$85,741
Delacruz, Javier	0A3120	Community Service Worker	\$52,000	\$53,300
Saavedra, Jorge	0A3321	Parking Meter Repair	\$39,319	\$40,302
Fonseca, Carolina	0A3620	Building Inspector	\$138,375	\$141,834
Drogan, Dennis	0A3620	Asst. Bldg. Inspector	\$86,100	\$88,253
Contini, James	0A3620	Asst. Bldg. Inspector	\$76,875	\$78,797

**BOT REGULAR MEETING
MAY 28, 2024**

Siemsen, Thomas	0A3620	Fire Inspector	\$77,011	\$78,936
Greenblatt-Harrison, Samuel	0A3620	Code Enforcement Officer	\$75,000	\$76,875
Luse, Mary	0A3620	Admin Intern	\$53,000	\$54,325
Ruiz, Pablo	0A5110	Asst. General Foreman	\$111,000	\$113,775
Ahne, Jeff	0A7110	Parks General Foreman	\$110,611	\$113,376
Pinto, Jason	0A7140	Superintendent of Rec	\$112,750	\$115,569
Dickerson, Donna	0A7140	Recreation Assistant	\$44,366	\$45,475
Depiro, Pamela	0A7140	Recreation Leader	\$58,000	\$59,450
Rabanales, Nery	0A7140	Recreation Assistant	\$41,794	\$42,839
Cividanes, Diane	0A7140	Recreation Assistant	\$54,843	\$56,214
Kyle, Troy	0A7146	Naturalist	\$80,244	\$82,250
LaRusso, Jeff	0A7230	Harbor Master	\$109,307	\$112,040
O'Neill, Brittanie	0A8020	Secretary Land Use Boards	\$94,556	\$96,920
Part Time Employees				
			FY 2023/24	FY 2024-25
Name	Department	Title	Salary	Salary
Ingenito, Robert	0A01230	Public Relations Asst.	\$37.67	\$38.61
Gedeon, Carl	0A1325	AP Clerk	\$40.00	\$41.00
Harris, Woodrina	0A1325	CT Clerk	\$27.68	\$28.37
DiFiore, Maria	0A1430	PT-Sr. Acct Clerk	\$46.13	\$47.28

**BOT REGULAR MEETING
MAY 28, 2024**

Nealy, Destiny	0A1430	PT-Intermediate Acct Clerk	\$30.00	\$30.75
	0A1110	Court Constables	\$33,136	\$33,964
	0A3120	Crossing Guards	\$277,807	\$284,752
	0A3120	Bay Constables	\$101,319	\$103,852
	0A3120	Watchpersons	\$28,700	\$29,418

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Not Voting: Torres

6. REPORT FROM LIAISONS

A. Report from Liaisons

Trustee Young announced that the CFTE has an opening and they spoke about waivers of liability for volunteers. Suggested they speak to Mr. Spolzino about these. The Committee asked that landscapers are notified that gas powered blowers are illegal. Asking for help with planting in Village gardens. Trustee Lucas stated that the Budget Committee is discussing the LOSAP program and will have comments next month. She spoke about the concerts being hosted by the Arts Council, with the first being on the Fourth of July. Trustee Yizar-Reid announced that the Tree Committee is asking that all Heritage Tree applications be submitted by June 30. The Traffic Commission had praise for the work done by the Village's DPW. They talked about having a social media presence and a speed hump policy. During the summer months, first Saturdays are to promote a walkable community. Encouraging people to walk.

7. INVITATION TO ADDRESS THE BOARD II - Comments limited to 5 minutes

A. Invitation to the Board II

Mr. Glenn Tippett appeared and stated that 16-20 year olds don't have a lot to do in the Village. Too many rules at Harbor Island Park. Saw the two Hunter Tier presentations and believes that the Board should reject both. The Village should build a parking garage with apartments above.

BOT REGULAR MEETING
MAY 28, 2024

Ms. Victoria Fata appeared and asked what is being done to help homeowners as they are more burdened. She missed the Hunter Tier presentations as there were performances at the schools. Why not build affordable housing as infill projects? Does not make sense to compare us to the New Rochelle. When will the Board serve the residents who elected them?

Ms. Sue Deshensky appeared with statistics on homes and community renewal. Since 2013, there have been 25 million applications for 40,000 affordable units. 1 in 492 is getting a unit.

Ms. Donyella Birman appeared. She stated that she is concerned about a change being made that cannot be undone. She has questions that remain unanswered. How will the Hunter Tier project benefit the Village? How will the lottery work? This will be asking the residents to shoulder the burden. What will the tipping point be? Should put energy into building 2 to 4 family homes instead.

Ms. Cindy Casterella appeared. She is not opposed to affordable housing. She got a home from a lottery. Why are we supporting monstrosities? When are we going to put a cap on the size of buildings? This is a Village, not a City. Volunteer Fire and EMS are not being given priority for these units after giving so much of their time to the community.

Mr. Mitchell appeared to give thanks to the Village's Fire Department, EMS and Police Department. He has been flooded. The Village has changed, and he can no longer afford to live here. Would like to see what pumps could do. It is going to be hard for him to have to leave Mamaroneck.

Mr. Jarrett Winchester, member of the Recreation and Parks Commission, appeared as a resident. He works at the Hampshire Country Club. They are in a bowl and use pumps to get rid of water. Mamaroneck was changed with the building of the Avalon. There is a problem with affordable housing. What is considered affordable? Need to take these units out of the flood zone. Flooding is affecting the black community, and the Village must help to keep the community diverse.

Mr. James Abbate appeared and stated that no Mamaroneck resident is guaranteed to get an affordable unit. We are overbuilding.

Ms. Bonnie Casterella appeared and stated that she attended the presentations. This raises questions about parking and schools. More building will be the end of a volunteer fire department.

Ms. Laura Abbate, member of the Traffic Commission, appeared as a resident. Flooding does not discriminate. There is no tax abatement to help flood victims. She is disgusted living here. Implement affordable housing throughout the Village, not just in the poor area. No one is helping her.

BOT REGULAR MEETING
MAY 28, 2024

Mr. Josh Lanza appeared. Residents and the Board should be able to work together. He was happy to come back to Mamaroneck but sees a lack of transparency. Could there be an open and frank conversation? All of this feels shady. Giving away a property that we can never get back. It feels rushed.

Mr. Rich Leimgruber appeared and stated that he was in a wall of traffic getting off I95 last week. Can't imagine dealing with that and worse with more people moving in here. Overcrowding has been overlooked. When does the overcrowding end? When can the residents get answers on this and other concerns. Get an expert.

8. REPORT FROM CLERK-TREASURER

- A. General Parking Permits Expire on May 31, 2024
- B. First Half Taxes Due June 2024

9. REPORT FROM VILLAGE ATTORNEY

- A. None

10. MINUTES - COMMISSIONS, BOARDS, COMMITTEES

- A. Minutes of the Board of Trustees Work Session and Regular Meeting of April 8, 2024
- B. Minutes of the Arts Council Meeting of April 1, 2024

ADJOURN

There being no further business to come before the Board, on motion duly made and seconded the public portion of the meeting was adjourned at 10:45 p.m.

PREPARED BY:
SALLY J. ROBERTS
SECRETARY

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO,
CLERK-TREASURER

BOT REGULAR MEETING
JUNE 10, 2024

REGULAR MEETING OF THE VILLAGE OF MAMARONECK BOARD OF TRUSTEES
TUESDAY, JUNE 10, 2024, AT 7:30 PM
COURTROOM AT 169 MT. PLEASANT AND ZOOM

PRESENT: Mayor	Sharon Torres
Trustees	Nora Lucas
	Lou Young
	Leilani Yizar-Reid
	Emmanuel Rawlings
Interim Village Manager	Charles Strome
Clerk Treasurer	Agostino A. Fusco (Zoom)
Deputy Clerk	Sally J. Roberts
Deputy Treasurer	Laura Vasami
Village Attorney	Robert Spolzino
Deputy Village Attorney	Mary Desmond (Zoom)
ABSENT:	None

OPEN MEETING

On motion of Trustee Young, seconded by Trustee Lucas:

RESOLVED that the Board of Trustees Regular Meeting of June 10, 2024, be and is hereby open.

Ayes: Rawlings, Young, Lucas

Nays: None

Absent: Yizar-Reid

Not Voting: Torres

Mr. Spolzino announced that the Board voted in Executive Session to agree to modify the settlement agreement with Save the Sound, requesting additional time for the Village to complete the required flow testing.

The motion was brought by Trustee Rawlings, seconded by Trustee Young with a unanimous vote, Mayor Torres was absent for the vote.

FLOOD MITIGATION REPORT

A. Flood Mitigation Report

Mayor Torres noted the projects being worked on in the Village and their timelines, including the Washingtonville drainage improvement study, the Anita Lane Bridge, Beaver Swamp Brook study is progressing, and the Florence Street drainage improvement project. Also asked SLR to attend another

BOT REGULAR MEETING
JUNE 10, 2024

FMAC Meeting. The PPA has been prepared by the Army Corps and the DEC confirmed that they are in receipt of it. Asked for this to be fast tracked. The Village decided to start design of removal of the Center Avenue Bridge. DEC permits for river maintenance will be received and will allow for cleaning in a larger area than previously allowed. The Jefferson Avenue and Wood Street stormwater projects are in process. Our grant writers are submitting grant applications for \$10 million for the Ward Avenue and Columbus Park floodplain reclamation projects. Expect to start the cleanup of the rivers within 200 feet of bridges sometime in September/October. This will become annual maintenance. Mr. Frabasile is following up on the Tompkins Avenue Bridge funding with FEMA.

Mr. Frabasile had an update that the Mayor read, including the proposals on the Rockland Bridge and confluence locations for river maintenance as those were obtained and work there should start before the end of the year. Florence Street drainage went out to bid and expect to award and start construction in July 2024. The Washingtonville and Industrial area drainage study Phase I is underway. The study on the Jefferson Avenue and Wood Street drainage improvement project is complete. Working with Con Edison on the relocation of utility poles that needs to be done before the construction beginning in mid-August. Regarding the Old Post Road drainage improvements, data has been collected and existing conditions being modeled with a design proposal expected at the end of August 2024. The Mayor stated that these projects and any additional added will be posted to the Village's website.

1. REPORT FROM VILLAGE MANAGER

Mr. Strome stated that he met with department heads to assure that the Village is kept afloat. He met with the Hunter Tier consultants hired and they will require an appraisal of the property. He asked that the Board approve that as soon as possible. There were no objections from the Board to move forward with an appraisal.

Filed for the Record - Weatherworks Contract

Filed for the Record - PKF O'Connor Davis Engagement Letter

INVITATION TO ADDRESS THE BOARD - Comments limited to 5 minutes

A. Invitation to Address the Board I

Ms. Ann Goode from Jansen Lane appeared as she is concerned about the Mt. Pleasant Development site, particularly the traffic flow and safety concerns. Parking on the site is insufficient. She spoke about the height of the parking lot and garbage on Mr. Pleasant. She also believes that the intersection at

BOT REGULAR MEETING
JUNE 10, 2024

Smashburger is non-compliant. Mayor Torres informed her that this Board will not be voting on the variance.

Ms. Victoria Fata appeared regarding affordable housing. There is an application for a medical facility that she hopes the Board will get involved in. How will we sustain those services? Need police presence for the neighborhood drug dealers, users and prostitutes. Rats in Washingtonville are still a huge problem.

A resident of 324 Mt. Pleasant Avenue appeared. He lives next door to the proposed project on Mt. Pleasant and will get more involved. Garbage is not being picked up. Has rats on his property because of them. Squatters are living in the abandoned houses. Real estate agent had it boarded up. Please have it cleaned up.

A resident of Highview Street appeared regarding drug usage and prostitution. Can't take her children to certain areas of the Village any longer. Please support the residents regarding the Mt. Pleasant project.

Ms. Laura Abbate, member of the Traffic Commission appeared as a resident and stated that she believes that the issue is enforcement. Pleading for enhanced enforcement in Columbus Park and Washingtonville. The Board is not addressing the issues at hand.

Mr. Stuart Tiekert appeared and stated that he is surprised that the Florence Street bid was released as it is not available on the website. He considered making a general statement about the Mt. Pleasant project. Regarding working with upstream communities on flooding, if nothing can be done, say that. Spoke about the soil on Sheldrake. Aquifer study is called for in the Comp Plan. Asked about the I&I contract, Taylor's Lane, and the DEC approval of a management plan. What about the replanting at Meighan Park and Harbor Island Park now that the bridge work has it been complete? He also asked that the names of the Trustees that put items on the work session be put back. Also spoke about Municipity V and rats.

Ms. Mary Lou Forlano of Fenimore Gardens appeared regarding the number of traffic signs in the Village. There are more building and more people living here. Don't need more buildings.

Ms. Bea Ciracoli appeared regarding affordable housing. Residents are being lied to. Silence makes the Board complicit.

2. PUBLIC HEARINGS

A. None

BOT REGULAR MEETING
JUNE 10, 2024

3. AUDIT OF BILLS - Comments limited to 3 minutes
A. Resolution Authorizing Budget Transfer for Overbudget Accounts in FYE 23/24

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFERS
TO FUND OVERBUDGET BUDGET LINES**

WHEREAS, within the 2023-24 General Fund Budget there are budget lines in deficit due to unanticipated expense and in need of funding; and

WHEREAS, also within the 2023-24 General Fund Budget there are budget lines with a surplus, due to vacant positions or unused funding, that can be used to fund unanticipated expenditures; and

WHEREAS, a budget transfer between budget lines is requested from surplus funds to fund the overbudget expense lines as noted below,

On motion of Trustee Lucas, seconded by Trustee Yizar-Reid:

NOW THEREFORE, BE IT RESOLVED that the Clerk Treasurer is hereby authorized and directed to Amend the 2023-24 General Fund Budget by making the following budget transfers:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A – General Fund <u>(Central Data Processing – Tech Support internal promotion after budget adopted)</u>		
A.1440.0110 – Engineer – Personnel	\$7,653.67	A.1680.0110 – Central Data Personnel
<u>(Traffic Control – internal promotion after budget adoption)</u>		
A.1440.0110 – Engineer - Personnel	\$ 4,900	A.3310.0110 – Traffic Control
<u>(Building Dept – To fund Retirement Payout & OT due to short staffing)</u>		
A.3120.0110 – PD Personnel	\$ 53,040.19	A.3620.0110 – Building Dept. Personnel
A.3120.0110 – PD Personnel	\$ 2,792.76	A.3620.0140 – Building Dept. OT
<u>(Celebrations – Easter Egg Hunt staffing)</u>		
A.7550.0456.0110 – Movie Night	\$115.00	A.7550.0454.0110 – Easter Egg Hunt
<u>(Storm & Flood Emergency Response -add Bldg Dept staff to EOC)</u>		
A.1230.0421 – Storm Contract Serv.	\$ 3,078.83	A.8745.0110 – Storm & Flood Personnel
<u>(Justice Court to fund temp agency and addt. expenses through end of fiscal year)</u>		
A.1110.0120 – Court Part-time	\$ 10,000	A.1110.0421 – Court – Contract Serv.
<u>(Employee Benefits – Dental Insurance May Invoice)</u>		
A.9060.0804 – Hospital & Medical	\$ 11,000	A.9070.0807 – Dental Insurance.

BOT REGULAR MEETING
JUNE 10, 2024

(Central Data Processing – ADP May Invoice)

A.1325.0441 – Bond Issuance \$ 2,400 A.1680.0421 – Contract Services.

(Beach – Utilities Water)

A.7142.0130 – Beach Seasonal \$ 4,400 A.7142.0415 – Utilities Water

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

B. Resolution Authorizing Budget Transfer for Stormwater Management in FYE 24/25

Mr. Tiekert appeared and stated that he assumed this would include forces to do silt removal as the Village purchased two large excavators. This is for 1,000 hours at overtime. Seems like a lot of hours. He hopes that some of this could be done on regular time.

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE BUDGET TRANSFER
TO REALLOCATE FUNDS WITHIN STORM WATER MANAGEMENT BUDGET LINES**

WHEREAS, within the 2024-25 adopted budget \$93,000 was allocated within the Storm Water Management Contract Services budget line for river and channel cleaning; and

WHEREAS, to mitigate costs, under the supervision of DPW Forman, a portion of river cleaning has been and continues to be done by Village of Mamaroneck employees; and

WHEREAS, during the budget review a portion of the \$93,000 of funding should have been allocated to the salary or overtime line to fund the employee working; and

WHEREAS, a budget transfer is requested to reallocate \$75,000 of these funds from contract services to Storm Water Management Overtime A.8140.0140; now

On motion of Trustee Yizar-Reid, seconded by Trustee Rawlings:

NOW THEREFORE, BE IT RESOLVED that the Clerk Treasurer is hereby authorized and directed to Amend the 2024-25 General Fund Budget by making the following budget transfers:

FROM:

TO:

A – General Fund

A.8140. Storm Water Management **Amount**
.0421 – Contract Serv. \$75,000

A.8140. Storm Water Management **Amount**
.0140 – Overtime \$75,000

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

BOT REGULAR MEETING
JUNE 10, 2024

C. Resolution Authorizing Abstract of Audited Vouchers for FYE 23/24

Mr. Tiekert appeared again and stated that it was his understanding that the Board was getting a legal opinion on the appropriateness of stipends being paid and using Roberts Department Store to purchase all uniforms. Mr. Strome stated that he is reorganizing how we do procurement as clothing purchases should be put out to RFP. The same for Vinny Pinstripe. Mr. Tiekert also spoke about Rod Scott, hoping that his reports will be made public.

On motion of Trustee Rawlings, seconded by Trustee Lucas:

RESOLVED that the Abstract of Audited Vouchers for Fiscal Year End 2024 dated June 10, 2024, in the amount of \$392,870.20 is approved for payment.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

D. Resolution Authorizing Abstract of Audited Vouchers for FYE 24/25

Mr. Tiekert appeared again and stated that ICC Community Development needs to do better as the Municipality V program is not working the way that it should be. The Village needs to be better on procurement. Trustee Lucas agreed that Municipality V needs to work. Mr. Strome is aware and is trying to get it resolved.

On motion of Trustee Rawlings, seconded by Trustee Yizar-Reid:

RESOLVED that the Abstract of Audited Vouchers for Fiscal Year End 2025, dated June 10, 2024, in the amount of \$1,119,055.47 is hereby approved for payment.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

4. OLD BUSINESS - Comments limited to 3 minutes

A. Resolution Authorizing Execution of Contract with Sportime

Mr. Spolzino explained the agreement and suggested that the Board authorize the Village Manager to execute an agreement that is substantially in the same form. Trustee Young motioned to approve the Village Manager executing an agreement with Sportime that is substantially in the same form as the agreement reviewed by Mr. Spolzino, which was seconded by Trustee Yizar-Reid:

BOT REGULAR MEETING
JUNE 10, 2024

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

5. NEW BUSINESS - Comments limited to 3 minutes

A. Resolution Allowing Non-Residents to Use the Bark Park and Setting Fee for Same

**RESOLUTION RE:
DOG PARK ACCESS AND FEES**

WHEREAS, the Bark Park at Harbor Island was officially opened for use during the summer of 2023; and

WHEREAS, the Bark Park is available for use by Village residents with licensed dogs and is accessible by Key Fob, which may be obtained from the Village Clerk-Treasurers Office for an annual fee of \$26.00; and

WHEREAS, it is the recommendation of staff that access to the Bark Park be extended to nonresidents, upon submittal of proof that their dogs are licensed in their respective jurisdictions and payment of the annual Key Fob fee to Village Clerk-Treasurer's Office,

On motion of Trustee Young, seconded by Trustee Yizar-Reid:

NOW, THEREFORE BE IT RESOLVED, that access to the Bark Park at Harbor Island is extended to nonresidents with licensed dogs, number capped at 75 per year; and it is further

RESOLVED, that the fee schedule for access to the Bark Park at Harbor Island is amended as follows and shall remain in effect unless amended by resolution of the Village Board of Trustees:

§A347-3 Parks and Recreation Fees

Annual Fee for Key Fob for Access to Dog Park - Residents \$26.00

Annual Fee for Key Fob for Access to Dog Park - Nonresidents \$52.00; and it is further

RESOLVED, that the Village Manager is authorized to take any administrative actions necessary to effectuate this change.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

BOT REGULAR MEETING
JUNE 10, 2024

B. Resolution Awarding Day Camp Bus Contract

**RESOLUTION RE:
AWARDING CONTRACT FOR VILLAGE OF MAMARONECK 2024 DAY CAMP
BUS TRANSPORTATION**

WHEREAS, on April 11, 2024, Village staff advertised a request for proposals for bus transportation for the Village of Mamaroneck Day Camp to shuttle campers and staff for a minimum of thirteen (13) trips during the 2024 Day Camp Season; and

WHEREAS, on the bid closing date, May 31, 2024, two bids were received, with the lowest responsible bid received from Royal Coach Lines, 1010 Nepperhan Avenue, Yonkers, New York 10703, at a price of \$25,225.00 for thirteen (13) trips, plus a per diem rate for additional trips at \$135.00 per hour with a five (5) hour minimum per trip; and

WHEREAS, the bid from Royal Coach Lines provides for a Village option to renew the contract at the same price, terms and conditions for the 2025 Day Camp Season; and

WHEREAS, Royal Coach Lines has provided bus service for the Village Day Camp for many years, and staff have found that the company provides highly professional and responsive service.

On motion of Trustee Lucas, seconded by Trustee Rawlings:

NOW, THEREFORE, BE IT RESOLVED that the contract to provide bus transportation for the 2024 Village Day Camp is awarded to Royal Coach Lines, 1010 Nepperhan Avenue, Yonkers, New York 10703, at a price of \$25,225.00 for thirteen (13) trips, plus a per diem rate for additional trips at \$135.00 per hour with a five (5) hour minimum per trip; and be it further

RESOLVED, that the Village Manager is authorized to execute the contract with Royal Coach Lines on behalf of the Village of Mamaroneck; and be it further

RESOLVED, that the Village Manager may extend this contract for one (1) additional year subject to adequate budget appropriations being provided in the Fiscal Year 2025/2026 Budget; and be it further

RESOLVED, that the associated costs be charged to the General Fund Account # A.7143.0422.40 not to exceed budgeted appropriations.

Ayes: Rawlings, Yizar-Reid, Lucas, Yizar-Reid

Nays: None

Abstain: Torres

C. Resolution Scheduling Public Hearing on PLL M-2024 - Amendments to Pet Care Facility Requirements

BOT REGULAR MEETING
JUNE 10, 2024

Mr. Tiekert appeared again and asked who introduced this legislation. It should start over as there was no agenda item to schedule the Public Hearing. Ms. Victora Fata appeared and stated that at the last meeting a zoning change was asked for. Also, one of the attorneys for the applicant is representing Trustee Rawlings in the case against him for not paying rent.

**RESOLUTION REGARDING SCHEDULING A PUBLIC HEARING
– PROPOSED LOCAL LAW M OF 2024 –
A PROPOSED LOCAL LAW TO AMEND CHAPTER 342 OF THE CODE OF THE VILLAGE OF
MAMARONECK REGARDING SPECIAL PERMIT REQUIREMENTS
FOR PET CARE FACILITIES**

A PROPOSED LOCAL LAW amending Chapter 342 of the Code of the Village of Mamaroneck regarding special permit requirements for pet care facilities, having been presented to the Board of Trustees for its consideration; and

The Board of Trustees having considered the proposed local law during its meeting on June 10, 2024,

On motion of Trustee Young, seconded by Trustee Lucas:

NOW, THEREFORE, be it resolved by the Board of Trustees of the Village of Mamaroneck, as follows:

1. A public hearing on Proposed Local Law M of 2024 in accordance with Municipal Home Rule Law § 20 will be held at the regular meeting of the Board of Trustees at 7:30 p.m. on June 24, 2024; and
2. The Village Clerk-Treasurer is directed to provide notice of the public hearing as required by law.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

D. Resolution Authorizing Acceptance of a Bench Donation at Harbor Island Park

**RESOLUTION RE:
DONATION OF A BENCH AT HARBOR ISLAND PARK**

WHEREAS, the KEEPS Afterschool program is desirous of donating a bench and plaque to be placed in Harbor Island Park in thanks to Noreen, Anne and the KEEPS staff for their service; and

WHEREAS, the quoted cost of the bench and plaque is \$2360.80 and the bench, as a donation, must be accepted by resolution of the Village of Mamaroneck Board of Trustees (“Board of Trustees”) at their discretion;

BOT REGULAR MEETING
JUNE 10, 2024

On motion of Trustee Lucas, seconded by Trustee Rawlings:

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees accepts the donation for the bench and plaque at Harbor Island Park; and be it further

RESOLVED, that the Board of Trustees, on behalf of the Village, thanks the KEEPS Afterschool program for this generous gift to the community.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

E. Resolution Approving WJWW Project A-1403 Kenilworth Booster Pump Station

**RESOLUTION RE:
ACCEPTANCE WESTCHESTER JOINT WATER WORKS PROJECT A-1403 – KENILWORTH
BOOSTER PUMP STATION MODIFICATIONS AS A JOINT CAPITAL PROJECT**

WHEREAS, the Village of Mamaroneck (“Village”), as a member of the Westchester Joint Water Works (“WJWW”), is required to fund joint capital projects (i.e. projects that impact that benefit the entire potable water system); and

WHEREAS, modifications to the Kenilworth Booster Pump Station; and

WHEREAS, the project involves minor piping and valve work at the Kenilworth Booster Pump Station to optimize water flow from the Kenilworth Tank into the intermediate pressure zone. The work must be completed prior to the peak summer water demand period; and

WHEREAS, at their May 28, 2024, meeting, the WJWW Board of Trustees approved said project in the amount of \$160,000 which based on a pro rata share of 27.9% equates to a Village share of \$44,640

On motion of Trustee Young, seconded by Trustee Yizar-Reid:

NOW, THEREFORE BE IT RESOLVED that the Village Board of Trustees accepts the capital project as a joint capital project; and be it further

RESOLVED, that this project shall be funded through the application of water fund fund balance or future issuance of debt.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

BOT REGULAR MEETING
JUNE 10, 2024

F. Adding Agenda Item

**RESOLUTION RE:
ADDING AGENDA ITEM**

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

On motion of Trustee Young, seconded by Trustee Yizar-Reid:

RESOLVED that Agenda Item 5G Resolution Authorizing Serving of Alcohol on July 4, 2024, Blessing of the Fleet is hereby added to the June 10, 2024, Regular Meeting Agenda.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

G. Resolution Authorizing Service of Alcohol

**RESOLUTION RE:
AUTHORIZING THE SERVING OF ALCOHOL ON JULY 4, 2024, AT HARBOR
ISLAND PARK FOR UNITED STATES COAST GUARD AUXILIARY FLOTILLA 76
BLESSING OF THE FLEET**

WHEREAS, the United States Coast Guard Auxiliary Flotilla 76 is holding its annual Blessing of the Fleet in Harbor Island Park at 11:00 a.m. on Thursday, July 4, 2024, and have requested to serve alcohol at this event; and

WHEREAS, the Board of Trustees must approve the use of alcohol on Village property,

On motion of Trustee Yizar-Reid, seconded by Trustee Lucas:

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Mamaroneck hereby approves the request from the United States Coast Guard Auxiliary Flotilla 76 to serve alcohol at its annual Blessing of the Fleet event to be held on Thursday, July 4, 2024, at Harbor Island Park; and be it further

RESOLVED, that such approval is subject to the United States Coast Guard Auxiliary Flotilla 76 providing the Village of Mamaroneck with a certificate of insurance naming the Village of Mamaroneck as an additional insured.

BOT REGULAR MEETING
JUNE 10, 2024

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

H. Adding Agenda Item

**RESOLUTION RE:
ADDING AGENDA ITEM**

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

On motion of Trustee Lucas, seconded by Trustee Young:

RESOLVED that Agenda Item 5I Resolution Authorizing the Village Manager to Execute the Contracts for the Pop Up Concerts in the Park is hereby added to the June 10, 2024, Regular Meeting Agenda.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

I. Resolution Authorizing the Execution of Pop Up Concerts Contracts

**RESOLUTION RE:
AUTHORIZING THE EXECUTION OF CONTRACT FOR POP UP CONCERTS
IN THE PARKS**

WHEREAS, for the fourth year in a row, the Arts Council is hosting a series of Friday evening Pop Up Concerns in local parks with this summer's theme is Decades; and

WHEREAS, the first is scheduled for July 19, 2024 at Columbus Park with a rain date of July 20; and

WHEREAS, the second is scheduled for July 26, 2024 at Columbus Park with a rain date of July 27; and

WHEREAS, the third is scheduled for August 2, 2024 at Florence Park with a rain date of August 3; and

WHEREAS, the fee for the bands is \$1,000 each;

BOT REGULAR MEETING
JUNE 10, 2024

On motion of Trustee Lucas, seconded b Trustee Young:

NOW, THEREFORE BE IT RESOLVED that the Village Manager is authorized to execute the contract with the bands scheduled to play on behalf of the Village.

Ayes: Rawlings, Yizar-Reid, Young, Lucas

Nays: None

Not Voting: Torres

6. REPORT FROM LIAISONS

A. Report from Liaisons

No reports

7. INVITATION TO ADDRESS THE BOARD II - Comments limited to 5 minutes

A. Invitation to Address the Board II

Ms. Maria DeRose appeared. She is running for Trustee in November 2024 and appeared as a resident. She is happy to see the Board contracted with a firm to look at proposals for Hunter Tier and asked how long that will take. Trustee Lucas stated that it should take three months to complete. It started two weeks ago and that Trustee Young asked the Village Attorney to see if we could have preferences for Village residents and the demographic information needed for that was added to the scope of work. Ms. DeRose asked if it is fair to say that nothing will be done on this project until this work is done, and the Board has had an opportunity to review and discuss. Trustee Young stated that the consultants are going to recommend doing either an affordable housing project, repairing the garage, doing nothing or a combination of housing and parking. He also stated that the Board may eliminate one developer before the consultant's work is done. Trustee Lucas stated that they are also tasked with evaluating the two proposals, including the financial implications. Ms. DeRose would hope that the three months could be used to look at the recommendations brought up by the Ethics Board, of which she is a former member.

Mayor Torres stated that this item is divisive and contentious and grateful that the Board decided to do this. It is a good step in transparency. She also appreciates the work done by Trustees Lucas and Young in choosing the consultant. Ms. DeRose believes that there are many questions with no answers and asked if the consultant can answer those. Mayor Torres stated that some can be

BOT REGULAR MEETING
JUNE 10, 2024

answered, but some cannot be answered yet. Trustee Young stated that the proposals are not final and when a developer is chosen, they will need to negotiate with the Village. Trustee Yizar-Ried believes that if a developer is chosen, it doesn't mean that it is a done deal. Mayor Torres stated that it does not make sense to hire a consultant and then decide on a developer before their work is done and premature to whittle down two to one. There are things that she wants to understand before deciding. Ms. DeRose agrees that there is a difference between picking someone and signing something. Mr. Spolzino made clear that if the Board chooses to select a developer now, it will not be a final determination as that can't be done until SEQRA is done, reserving the right to not move forward. Mayor Torres asked Mr. Spolzino what the benefit would be to choose before understanding the financial implications? Mr. Spolzino stated that is not a legal question. His goal was to point out the procedural point that the Board cannot make a final determination.

Mr. Dan Kushnick, chair of the Committee for the Environment, also running for Trustee in November appeared as a resident. From what he is hearing, there is no guarantee that the project will go through. He was told that is true. He also asked if there could be potential lawsuits if the Board chooses not to go forward. Mr. Spolzino stated that he is not concerned about one, but there is always potential for litigation. There is nothing contractual so it could not be that.

8. REPORT FROM CLERK-TREASURER

A. First Half Taxes Due June 2024

9. REPORT FROM VILLAGE ATTORNEY

A. None

10. MINUTES - COMMISSIONS, BOARDS, COMMITTEES

A. Minutes of the Board of Trustees Work Session and Regular Meeting of April 8, 2024

B. Minutes of the Traffic Commission Meeting of April 9, 2024

C. Minutes of the Arts Council Meeting of April 1, 2024

D. Minutes of the Harbor and Coastal Zone Management Commission Meetings of February 21, March 20 and April 14, 2024

E. Minutes of the Committee for the Environment Meeting of April 16, 2024

F. Minutes of the Ethics Board Meeting of April 17, 2024

BOT REGULAR MEETING
JUNE 10, 2024

G. Minutes of the Tree Committee Meeting of April 16, 2024

ADJOURN

There being no further business to come before the Board, on motion duly made and seconded the public portion of the meeting was adjourned at 9:30 p.m.

PREPARED BY:
SALLY J. ROBERTS
SECRETARY

RESPECTFULLY SUBMITTED BY:
AGOSTINO A. FUSCO,
CLERK-TREASURER

Village of Mamaroneck, NY

Item Title: PB Minutes

Item Summary: Minutes of the Planning Board Meetings of June 26 and July 10, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

June Minutes

Cover Memo

July Minutes

Cover Memo



**VILLAGE OF MAMARONECK
PLANNING BOARD MEETING MINUTES
WEDNESDAY, June 26th, 2024, at 7:00 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

The full public record of this Meeting is the audio/video recording made of this <https://lmcmedia.org/show/village-of-mamaroneck-planning-board-meeting-6-26-24/>

PLEASE BE ADVISED, that the next Meeting of the Planning Board of the Village of Mamaroneck is scheduled for July 10th, 2024, at 7:00 P.M. in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY.

**PRESENT: SEAMUS O’ROURKE, CHAIR
MARY SHIFFER
RICHARD LITMAN
BILL BINTZER
MALLORY CALL CHINN
BRITTANIE O’NEILL – VILLAGE LAND USE BOARD
COORDINATOR**

**VIA ZOOM: JOHN KELLARD – VILLAGE CONSULTING ENGINEER
SUSAN OAKLEY - VILLAGE LANDSCAPE CONSULTANT
ALICIA MOORE – VILLAGE CONSULTING PLANNER
MARY DESMOND – VILLAGE PLANNING BOARD ATTORNEY**

Chair O’Rourke pointed out the fire exits and asked that everyone turn off their cell phones.

CALL TO ORDER

On motion by Chair O’Rourke, the meeting was opened at 7:00 PM.

1. APPROVAL OF MINUTES

- A. The Board reviewed the minutes from the meetings held on May 8, 2024 and May 30, 2024.

On motion of Chair O'Rourke, seconded by Mr. Litman and carried, the Board adopted the May 8th, 2024, minutes as amended.

Ayes: Mr. Litman, Chair O'Rourke, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None

On motion of Chair O'Rourke, seconded by Mr. Litman and carried, the Board approved the May 30th, 2024, minutes.

Ayes: Mr. Litman, Ms. Shiffer, Chair O'Rourke

Nays: None

Abstain: Ms. Call Chinn and Mr. Bintzer

2. ADMINISTRATIVE ACTION(S)

A. 915 Howard Ave - Site Plan Extension Request - Previously Granted October 11, 2023.

Home was badly damaged in Hurricane Ida in 2021 from flooding.

- Homeowner submitted a letter to the Board requesting a site plan extension for a year from the expiration date on 10/11/24.

On motion of Chair O'Rourke, seconded by Ms. Call Chinn, the Board approved a extended site plan for 915 Howard Avenue for one-year till 10/11/25.

Ayes: Ms. Shiffer, Mr. Litman, Chair O'Rourke, Ms. Call Chinn, and Mr. Bintzer

Nays: None

3. SITE PLAN REVIEW

A. Application #PLN-24-0010: 306 Hunter Street, (Section 4, Block 48, Lot 5.) Located in the R-5 Zoning District. SEQRA Classification: Type II § 617.5(c)(11), (18).

The applicant seeks site plan approval for the removal of existing detached garage, driveway, front steps, covered side porch, and rear patio. Construction of a new two-story addition with garage, new driveway, new rear patio, interior alterations, relocated entry, and front steps as per Village Code Chapter 342, Section 75.

Virginia Picciotto of Marsella Architects and Alan Pilch of ALP Engineering & Landscape PLLC appeared and presented to the Board.

Ms. Picciotto stated all the AKRF, KSCJ and Terra Bella comments were addressed.

Mr. Pilch stated to the Board that plans were revised according to the comments. Plans were resubmitted for 6/28/24 and will be reviewed prior to the 7/10/24 meeting.

Ms. Moore stated that all her comments have been addressed by the team for this project.

Ms. Oakley stated that her comments have been addressed. She will correct her report as she noticed an error and resubmit it for the next meeting on 7/10/24.

Mr. Kellard went over his memo with the team and the Board. Mr. Kellard stated he spoke with Mr. Pilch and all his comments will be addressed and revised.

- There are 7 feet of additional impervious surface on this project under the new regulation because it is an addition, they are required to mitigate stormwater for the complete site based on the project being a totally vacant parcel of land. They are proposing 5 infiltrators in the front yard which will mitigate the 100 year run off.

Mr. Pilch stated they have addressed the comments and revisions.

No public hearing needed.

Draft resolution for consideration at 7/10/24 meeting.

Continued until 7/10/24

4. SITE PLAN & WETLAND PERMIT REVIEW – PUBLIC HEARING
A. Application #PLN-24-0008: 1011 Greacen Point Road, (Section 9, Block 93C, Lot19.) Located in the R-20 Zoning District. SEQRA Classification: Type II § 617.5(c)(11). Public Hearing Set for 6/26/24.

The applicant seeks site plan and wetland approval to construct a new single-family home (on one lot) in the wetland's controlled area as per Village Code Chapters 192 & 342, Sections 5 & 75, Parts C & E.

Kristen Wilson of Marks DiPalermo Wilson PLLC, Alan Pilch of ALP Engineering & Landscaping PLLC, David LaPierre of Cardello Architects, and Kevin Valles homeowner, all appeared and presented to the Board.

Application was in front of Planning Board May 8th, 2024, and recently in front of Harbor Coastal Zone Management on 6/18/24.

Ms. Wilson reported the following to the Board:

- Received several comments from the Board and their consultants and the team responded to them. Resubmitted 6/26/24 to comments.
- Wetland Scientist report was reviewed and discussed with the Board.

Mr. LaPierre reported the following to the Board:

- Raised to elevation 15 feet.
- Addressed the Boards comments from the 5/8/24 meeting.

Mr. Pilch reported the following to the Board:

- KSCJ comments were addressed.
- Mr. Pilch reviewed his memo with the Board.

- 6/21/24 and 6/23/24 AKRF and Terra Bella memos have been addressed and plans revised.

Chair O'Rourke stated that Harbor Coastal Zone Management approved this project last week on 6/18/24. The Planning Board wants to see a resolution because there are several conditions.

Ms. Oakley reported the following to the Board:

- There was one outstanding item, but it was addressed tonight.
- Ansi standards must be adhered to on all the plans. Ms. Oakley has not seen the plans yet.

Mr. Valles, homeowner, reported the following to the Board:

- The neighbor to the north of the property would prefer fewer trees placed but they understand that a certain number of trees have to be replaced for the ones taken down. Owners are still willing to work with them. Owners try to preserve views for the neighbors.

Ms. Moore reported the following to the Board:

- Wetland memo submitted today still needs to be reviewed.
- All of AKRF comments answered and closed out.

Westchester County Referral response:

- The project responds to environmental concerns.
- No reason to modify the design.

KSCJ reported the following to the Board:

- They are expanding the mitigation system from 2 to 3, which now will address the 100-year storm event.
- Raising the lower level 2 feet over the base flood elevation.
- The applicant is not in the flood zone.
- All other items were addressed.
- Mr. Kellard clarifies the issue with the pump. On two different drawings the pump was on two different sides. Applicant and team are working with the village engineer on how the connection is going to be made. The pump chamber will be on the north side of the house.

Chair O'Rourke would like to see the cut fill on the new plans. Mr. Pilch to provide additional elevations on plans.

Resolution to be drafted for the next meeting on 7/10/24.

On motion of Chair O'Rourke, seconded by Mr. Litman, for the Board to open a Public Hearing.

Ayes: Ms. Shiffer, Mr. Litman, Chair O'Rourke, Ms. Call Chinn, and Mr. Bintzer

Nays: None

Public Hearing continued to July 10th, 2024.

5. ADJOURN MEETING

On motion of Chair O'Rourke, seconded by Mr. Litman and carried, the meeting was adjourned at 8:03 PM.



**VILLAGE OF MAMARONECK
PLANNING BOARD MEETING MINUTES
WEDNESDAY, July 10th, 2024, at 7:00 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

The full public record of this Meeting is the audio/video recording made of this <https://lmcmedia.org/show/village-of-mamaroneck-planning-board-meeting-7-10-24/>

PLEASE BE ADVISED, that the next Meeting of the Planning Board of the Village of Mamaroneck is scheduled for July 24th, 2024, at 7:00 P.M. in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY.

PRESENT: MARY SHIFFER
RICHARD LITMAN – ACTING CHAIR
BILL BINTZER
MALLORY CALL CHINN
BRITTANIE O’NEILL – VILLAGE LAND USE BOARD COORDINATOR

EXCUSED: SEAMUS O’ROURKE, CHAIR

VIA ZOOM: JOHN KELLARD – VILLAGE CONSULTING ENGINEER
SUSAN OAKLEY - VILLAGE LANDSCAPE CONSULTANT
ALICIA MOORE – VILLAGE CONSULTING PLANNER
MARY DESMOND – VILLAGE PLANNING BOARD ATTORNEY

Mr. Litman pointed out the fire exits and asked that everyone turn off their cell phones.

CALL TO ORDER

On motion by Mr. Litman, the meeting was opened at 7:00 PM.

1. APPROVAL OF MINUTES

A. The Board reviewed the minutes from the meetings held on June 26th, 2024.

On motion of Ms. Shiffer, seconded by Mr. Bintzer and carried, the Board adopted the June 26th, 2024, minutes as amended.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None
Excused: Chair O'Rourke

2. SITE PLAN REVIEW

A. Application #PLN-24-0010: 306 Hunter Street, (Section 4, Block 48, Lot 5.) Located in the R-5 Zoning District. SEQRA Classification: Type II § 617.5(c)(11), (18).

The applicant seeks site plan approval for the removal of existing detached garage, driveway, front steps, covered side porch, and rear patio. Construction of a new two-story addition with garage, new driveway, new rear patio, interior alterations, relocated entry, and front steps as per Village Code Chapter 342, Section 75.

Virginia Picciotto of Marsella Architects and Alan Pilch of ALP Engineering & Landscape PLLC appeared and presented to the Board.

Consultant comments were all addressed.

ALP Engineering & Landscape PLLC submitted revised plans.

Edits were made to the resolution.

On the motion of Mr. Litman, seconded by Ms. Shiffer approved the resolution as amended.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer
Nays: None
Excused: Mr. O'Rourke

3. SITE PLAN & WETLAND PERMIT REVIEW – PUBLIC HEARING CONTINUED

A. Application #PLN-24-0008: 1011 Greacen Point Road, (Section 9, Block 93C, Lot19.) Located in the R-20 Zoning District. SEQRA Classification: Type II § 617.5(c)(11). Public Hearing opened 6/26/24.

The applicant seeks site plan and wetland approval to construct a new single-family home (on one lot) in the wetland's controlled area as per Village Code Chapters 192 & 342, Sections 5 & 75, Parts C & E.

Jennifer Kendal of Marks DiPalermo Wilson PLLC, Alan Pilch of ALP Engineering & Landscaping PLLC, and David LaPierre of Cardello Architects, all appeared and presented to the Board.

Ms. Kendal stated everything was addressed at the last meeting.

Mr. Bintzer had a question for Mr. Kellard regarding his memo. It was regarding comment J in the memo. Mr. Litman stated those are standard, but they will modify the draft resolution to include the following which Mr. Bintzer read:

- Prior to the issuance of a certificate of occupancy, the applicant shall submit a stormwater as built survey that includes topography and the location rim elevations and invert elevations of all on-site stormwater facilities for review by the village engineer. And secondary, prior to the issuing of a certificate of occupancy, a construction maintenance and inspection declaration for the stormwater management facilities installed in a form satisfactory to the village shall be fully executed and submitted to the building department with proof that the declaration has been recorded in the Westchester County Clerk's Office.

The Board made edits to the resolution.

On motion of Mr. Litman, seconded by Ms. Call Chinn, for the Board to close a Public Hearing.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None

Excused: Mr. O'Rourke

On the motion of Ms. Call Chinn, seconded by Ms. Shiffer approved the resolution as amended.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None

Excused: Mr. O'Rourke

4. SUBDIVISION REVIEW

A. Application #PLN-24-0002: 308 Melbourne Avenue, (Section 4, Block 55, Lot 6) Located in the R-5 Zoning District. SEQRA Classification: Unlisted. Public Hearing Required.

The applicant seeks approval to subdivide existing lot into two lots, existing house to remain as per Village Code Chapter A348, Section 5.

Gregg DeAngelis of DeAngelis Architectural Services LLC appeared and presented to the Board. Mr. & Mrs. Young, homeowners, were also present.

Mr. DeAngelis clarified about the driveways being too close to the property line and interfering with the neighboring trees that were over hanging so they will relocate them. The paved area will be smaller netting out.

- Stormwater analysis done by engineer site for lot A.
- Arborist included mapped our trees and located the tree protection line for lot A.
- Lot B is an open lot, and the driveway will be on the side and the parking spots will be in the front.
- Site drawings were updated.
- Arborist report was updated.

The Board is reviewing the subdivision and relocation of the driveway for this project.

Ms. Moore reported to the Board that the build-out analysis of lot B needs to show what it could potentially look like and what the analysis would look like. In the future if lot B is to be developed, they would have to come back for that review and approved.

Mr. Kellard went over his memo and comments.

Mr. Litman reviews the number of administrative steps that the Planning Board has to take.

1. The Planning Board has to declare lead agency.
2. Consider SEQRA declaration
 - have a negative declaration

On the motion of Ms. Call Chinn, seconded by Ms. Shiffer for the Board to declare our intent to be lead agency.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None

Excused: Mr. O'Rourke

The Board and consultants went through the negative declaration.

The Board allowed public comments: (this was not a public hearing)

Mr. Frank S., who lives at 254 Melbourne Avenue, right across from the proposed project:

- February 2024 meeting it was discussed about the flooding area of ground water problems in the basements around the proposed project.
- The proposed project could worsen the flooding in the area.

Dr. Robert L., who lives at 249 Melbourne Avenue, near the proposed project:

- Has concerns about the subwater infiltration.
- After 1-inch of rain, Dr. Robert L., can pump out 150 gallons a minute of stormwater.
- Stated that he is very frightened by this project.

Mr. Carl E., who lives adjacent to the proposed project on Melbourne Avenue:

- Thought the homeowners were going to sell the property

Mr. Litman stated there will be a formal public hearing later on.

Mr. DeAngelis reported that this proposed project will have more stormwater containment than most homes in the area.

On the motion of Ms. Call Chinn, seconded by Mr. Bintzer for the Board to adopt the negative declaration as presented.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer

Nays: None
Excused: Mr. O'Rourke

This matter will now be sent to Harbor & Coastal Zone Management Commission.

5. PRELIMINARY SUBDIVISION & SITE PLAN REVIEW

A. Application #PLN-24-0006: 254 Center Avenue, (Section 8, Block 95, Lot 18) Located in the R-4F Zoning District. Recommended SEQRA Classification: Unlisted. Public Hearing Required.

The applicant seeks subdivision and site plan approval to 1) subdivide the existing lot into two lots (Lot 1: 10,050 sf; Lot 2: 8,433 sf; 2) demolish existing house using mechanical equipment; 3) construct 4 new townhouses on Lot 1 and 3 new townhouses on Lot 2 (total of 7 townhouses) as per Village Code Chapters 342 & A348, Article XI, Sections 5 & 75, Parts A & E.

Robert Siqeca, engineer, appeared and presented to the Board. Property owner was also present.

- Lot #1 is proposed for 4 townhouses and lot #2 is proposed for 3 townhouses. There is a property currently there that will be demolished.

Mr. Kellard reviewed his memo with the Board.

- Plan for deliveries and road closures should be drawn up. Meet with Village DPW because Center Avenue is very narrow and the proposed project will disrupt traffic.

Mr. Litman asked what is around this property. Mr. Siqeca responded that it is a residential area.

The Planning Board to classify the project as unlisted and to declare intent to be lead agency.

EAF needs to be signed 1st by the applicant. It was prepared but not signed and dated.

On the motion of Ms. Call Chinn, seconded by Ms. Shiffer for the Board to declare our intent to be lead agency.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer
Nays: None
Excused: Mr. O'Rourke

On the motion of Ms. Call Chinn, seconded by Mr. Bintzer for the Board to type project as Unlisted.

Ayes: Mr. Litman, Ms. Shiffer, Ms. Call Chinn, and Mr. Bintzer
Nays: None
Excused: Mr. O'Rourke

6. ADJOURN MEETING

On motion of Ms. Call Chinn, seconded by Ms. Shiffer and carried, the meeting was adjourned at 8:46 PM.

Village of Mamaroneck, NY

Item Title: ZBA Minutes

Item Summary: Minutes of the Zoning Board of Appeals Meeting of June 6, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

Minutes

Cover Memo



**VILLAGE OF MAMARONECK
ZONING BOARD OF APPEALS MINUTES
Thursday June 6th, 2024 7:30 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

These are intended to be “Action Minutes”, which primarily record the actions voted on by the Zoning Board of Appeals on June 6th, 2024. The full public record of this Meeting is the audio/video recording made of this <https://lmcmedia.org/show/village-of-mamaroneck-zoning-board-meeting-6-6-24>.

PLEASE BE ADVISED, that the next Meeting of the Zoning Board of Appeals for the Village of Mamaroneck is scheduled for July 25th, 2024 at 7:30 P.M. in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY

PRESENT: **ROBIN KRAMER, CHAIR**
 ANGELIQUE SHINGLER
 DAVID NEUFELD
 RICHARD CLIFFORD
 BRIAN GLATTSTEIN
 JOSH SUBIN – VILLAGE ZBA ATTORNEY

ON ZOOM: **BRITTANIE O’NEILL – VILLAGE LAND USE BOARD COORDINATOR**

OPEN MEETING & ATTENDANCE

CALL TO ORDER

Chair Kramer opened the meeting.

A. PUBLIC HEARING CONTINUED

- 1. Application #ZON-24-0003: 856 Orienta Avenue, (Section 9, Block 53, Lot 1.1.) Located in the R-15 Zoning District. SEQRA Classification: Type II § 617.5(9).**

The applicant seeks a variance to install a 8' fence when 6' is allowed as per Village Code Chapter 342, Section 14, Part C.

Tony Jeffrey, an attorney and a team appeared and presented to the Board. Several other team members are there to support this project.

- The school did receive a letter of no objection from the Chief of Police in support of the fence.
- Concerns of security with plans online were discussed.

ZONING BOARD OF APPEALS MINUTES
June 6th, 2024

- The Board discussed how far back the fence would be on Skibo from the property line.
- The Board received one public comment.
- Scott Fraioli, a representative of the school's security team, appeared and presented to the Board.
- President of the Board of Trustees spoke to the Board about working with several other consultants about the security at the school.
- The Board asked if the fence can be green so it can blend in with the environment.
- On the Walton side fence will be where the fence is currently.
- On the Skibo side the fence will be at least 11 feet back from the property line.
- The Board discussed getting an updated site plan and survey.

***Mr. Glattstein motions that the public hearing is closed, seconded by Ms. Shingler.
Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein, and Mr. Neufeld
Nays: None***

The Board discussed these items to be added to the resolution:

- The character of the neighborhood is not impacted, based upon conditions we will put in.
- The fence will not have a negative physical or environment impact.
- Maintaining vegetation screening.
- Conditional on getting a survey, a landscaping plan and distance back on Skibo.

2. Application #ZON-24-0006: 535 Claflin Ave, (Section 9, Block 75, Lot 17B. Located in the R-15 Zoning District. SEQRA Classification: Type II 617.5 (17).

The applicant seeks an area variance for a second-floor addition over existing first floor (one story) structure. Lesser side yard - 8.3' proposed where 15' is required; variance needed for 6.7' as per Village Code Chapter 342, Attachment 2.

Representative from Lewis & Lewis Architects appeared and presented to the Board.

***Mr. Glattstein motions that the public hearing is closed, seconded by Ms. Shingler.
Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein, and Mr. Neufeld
Nays: None***

The Board reviewed and made edits to the draft resolution.

On motion of Mr. Glattstein, seconded by Mr. Neufeld approved the resolution as amended.

Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein and Mr. Neufeld

Nays: None

B. PUBLIC HEARING

- 1. Application #REG-24-0039 & ZON-24-0007: 433 (419) Mamaroneck Ave, (Section 9, Block 1, Lot 131.) Located in the C-2 Zoning District. Recommended SEQRA Classification: Type II § 617.5(c)(18).**

The applicant seeks special permit & carry-out variance approval to operate a new restaurant Space Grill as per Village Code Chapter 342, Articles 7 & VI, Sections 31 & 45, Part A(1).

Paul Noto of Dorf Nelson & Zauderer LLP, architect and owner appeared and presented to the Board.

- Board concerned with hours of operation. Space Grill would like to be open Sunday to Thursday 10am to 11pm & Friday to Saturday 10am to 2am.

*Ms. Shingler motions that the public hearing is closed, seconded by Mr. Glattstein.
Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein, and Mr. Neufeld
Nays: None*

Resolution to be drafted for the next meeting on July 25th, 2024. 3-year special permit to be granted in resolution.

- 2. Application #ZON-24-0008: 437 Melbourne Ave, (Section 4, Block 26, Lot 38B.) Located in the R-5 Zoning District. Recommended SEQRA Classification: Type II § 617.5(c)(12).**

The applicant seeks an area variance for the driveway side setback; proposed driveway is 3' - 11/4" from side lot line where 5' is required; variance needed for 1ft 10 ¾ inches as per Village Code Chapter 342, Section 54, Part B.

A representative from SBA Architects and the homeowners appeared and presented to the Board.

- Letters from the neighbors in support for the project.

*Ms. Shingler motions that the public hearing is closed subject to a revised plan showing a complying impervious coverage, seconded by Mr. Clifford.
Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein, and Mr. Neufeld
Nays: None*

Need to revise plans and have AKRF review and update memo if impervious issue is rectified then nothing further to do.

Resolution to be drafted for the next meeting on July 25th, 2024 if the above is met.

3. Application #REG-24-0012: 1043 W Boston Post Road, (Section 9, Block 56, Lot 4B.) Located in the C-1 Zoning District. Recommended SEQRA Classification: Type II § 617.5(c)(32).

The applicant seeks special permit renewal approval to operate a restaurant, Chopt.

A representative from Chopt, Creative Salad, appeared and presented to the Board.

- 11/2021 received special permit and there have been no changes to the original permit which expires 11/2024.

Mr. Glattstein motions that the public hearing is closed, seconded by Ms. Shingler.

Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein, and Mr. Neufeld

Nays: None

Resolution to be drafted for the next meeting on July 25th, 2024. Resolution will be a permanent special permit.

C. APPROVAL OF MINUTES

The Board will review the minutes from the meeting held on May 2nd, 2024.

Ms. Shingler made a motion to approve minutes as amended from May 2nd, 2024, seconded by Chair Kramer.

Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein

Nays: None

Abstained: Mr. Neufeld

D. NOTES

1. Such other business as the Board may determine.

E. ADJOURN MEETING

Mr. Neufled made a motion to adjourn the meeting, seconded by Ms. Shingler.

Ayes: Ms. Shingler, Mr. Clifford, Chair Kramer, Mr. Glattstein and Mr. Neufeld

Nays: None

The meeting was adjourned at 10:31 P.M.

Village of Mamaroneck, NY

Item Title: HCZMC Minutes

Item Summary: Minutes of the HCZMC Meetings of May 15 and June 18, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

May Minutes

Cover Memo

June Minutes

Cover Memo



**VILLAGE OF MAMARONECK
HARBOR COASTAL ZONE MANAGEMENT MEETING MINUTES
WEDNESDAY, May 15th, 2024, 7:30 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

The full public record of this Meeting is the audio/video recording made of this <https://lmcmedia.org/show/village-of-mamaroneck-planning-board-meeting-5-17-24/>

PLEASE BE ADVISED, that the next Meeting of the Harbor Coastal Zone Management Meeting of the Village of Mamaroneck is scheduled for **June 18th, 2024, at 7:30 P.M.** in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY.

PRESENT:

Commissioners: **Thomas Burt, Chair**
 Jon Vosper, Commissioner
 George Moutafis, Commissioner
 Lisa Axisa, Commissioner
 Jack Lusk, Commissioner
 Mary E. Desmond, Village Attorney

On Zoom: **John Kellard, Village Consulting Engineer**
 Teresa Cannone, Sr. Environmental Scientist
 Brittanie O'Neill, Village Land Use Board Coordinator

Absent: **Simon Tepas, Commissioner**
 Peter McKee, Commissioner

CALL TO ORDER

Chair Burt opened the meeting at 7:30pm.

1. APPROVAL OF MINUTES

- A. The Board will review the minutes from the meetings held on February 21, 2024, March 20, 2024 and April 17, 2024.

On motion of Chair Burt and seconded by Commissioner Vosper and carried, minutes were adopted for February 21, 2024, March 20th, 2024, and April 17th, 2024.

Ayes: Mr. Burt, Ms. Axisa, Mr. Vosper, and Mr. Moutafis.

Nays: None

2. CONSISTENCY REVIEW & MARINE STRUCTURE

A. Application #HCZMC-24-0003: 1251 Flagler Drive, (Section 9, Block 60, Lot 50) Located in the R-20 Zoning District. SEQRA Classification: Type II (617.5(c)(12)). Public Hearing Required.

The applicant seeks LWRP consistency and marine structure approval to repair, replace, and elevate existing seawall as per Village Code Chapter 240, Articles VI & 8, Sections 21 & 29, Part A.

Representative appears before the Commission for the applicant Jennifer Perkins.

- There will be no work on pier or dock.
- Nothing has changed regarding application since being before the Commission the last time.
- The Harbor Master reviewed the application and the project is not a navigational hazard.
- The project was reviewed by DEC and received permit.

Commission opened the Public Hearing. There were no comments.

On motion by Chair Burt, seconded Mr. Moutafis, the Commission closed the Public Comments.

Ayes: Mr. Burt, Mr. Tepas, Mr. Vosper, and Mr. Moutafis.

Nays: None

On motion by Chair Burt, seconded Mr. Lusk, the Commission granted consistency & marine structure.

Ayes: Mr. Burt, Mr. Tepas, Mr. Lusk, Mr. Vosper, and Mr. Moutafis.

Nays: None

3. PRELIMINARY CONSISTENCY REVIEW

On motion by Chair Burt, seconded by Mr. Moutafis, the Commission moved to change the order of the agenda.

Ayes: Mr. Burt, Ms. Axisa, Mr. Vosper, and Mr. Moutafis.

Nays: None

Mr. Lusk arrived at the meeting.

A. Application #HCZMC-24-0005: 114 Mt Pleasant Ave (Section 9, Block 40, Lot 20D) Located in the R-5 Zoning District. SEQRA Classification: Unlisted.

The applicant seeks approval of a previously approved subdivision as per Village Code Chapter 240 Section 5.

Paul Noto of Dorf Nelson & Zauderer LLP appeared and presented for the representative to the commission.

Mr. Noto reviewed the cover letter with the Commission.

Chair Burt states there is a narrow set of circumstances that applicants come in front of Commission once for a preliminary and once for a final review. We have an exception to this for a long standing time, where there is no external change and coming in front of the Commission for remit. In those circumstances, we've been able to pass on it at preliminary. Chair Burt stated it was not up to him but up to the Commission.

On the motion Chair Burt, seconded by Mr. Lusk, granted consistency on preliminary review and not requiring the applicant to come back, unless something changes.

Ayes: Mr. Burt, Ms. Axisa, Mr. Vosper, Mr. Lusk, and Mr. Moutafis.

Nays: None

B. Application #HCZMC-24-0004: 1011 Greacen Point Road, (Section 9, Block 93C, Lot19.) Located in the R-20 Zoning District. Recommended SEQRA Classification: Type II § 617.5(c)(11).

The applicant seeks LWRP Consistency approval to construct a new single-family home (on one lot) in the wetland's controlled area as per Village Code Chapter 240 Section 5.

Andrew Spatz of Marks DiPalermo Wilson, PLLC for Kristen Wilson (Ms. Wilson arrived during the presentation to the Commission), appeared and presented to the Commission. Alan Pilch of ALP Engineering & Landscape, PLLC., Dave LaPierre from Cardello Architects, and Kevin Valles homeowner were also present and appeared.

Mr. Spatz reviewed his memo with the Commission.

- 11,966 square foot home to be built
- 40,689 lot in the R-20 residential zone
- Applicants also own the adjacent 33,242 square foot parcel which applicants are not going to touch.
- Paper road on location of the property with pedestrian easement will not be impacted.
- Village of Mamaroneck wetland buffer does not extend 100ft land would from the edge of the title wetlands portions of the proposed project which included the saltwater pool, lawn area and terrace which are in the Village of Mamaroneck wetland buffer. Specifically, 1,523 impervious surface that would intrude in the wetland setback.

- Applicants have prepared a SWPPP for the project to address stormwater runoff from the proposed impervious driveways, roofs, and terraces. This will be mitigated by 2 culvert infiltration systems located in the rear yard.
- SWPPP also includes temporary erosion and sediment controls that will be strictly adhered to all village, state, federal, coastal codes.
- Extensive landscaping and tree preservation plan have been prepared.
- Applicants and neighbors will be working with landscape architect regarding the trees and blocking the neighbors' view.
- Stockpile fill will be located outside the wetland buffer.
- The proposed project is within the 100-year flood plan, special flood hazard area and subject to village code chapter 1-86.
- FEMA SFHA Zone AE elevation is 13 feet. Applicants will be raising it to 15 feet, the lowest floor.

Chair Burt questions team about the NYS DEC title wetlands permit. Mr. Pilch stated there is not a proposed disturbance below elevation of 10 feet. For that reason, the team believes the DEC title wetland permit would not be required.

The Commission requests a cut-fill table.

Mr. LaPierre noted while lifting the house that the grading across the front will go up with it. The retaining wall on the southside will go up also.

The Commission is concerned about construction process and run-off.

Commission concerned about the protection of the wildlife in the area of the habitat.

The Commission would like a Wetland Scientist involved with this project.

The Commission is concerned with light pollution (around the pool), construction staging, and water treatment.

The Commission and consultant want to confirm that the stormwater management practice has sufficient volume so that the untreated water doesn't discharge into the wetland and what level you're modeling too.

Mr. Pilch stated a lighting plan will be provided to the Commission at the next meeting.

Mr. Kellard reported that the applicants have addressed all the major points in his memo.

Next meeting is 6/18/24 and all materials are due by 6/4/24.

4. ADMINISTRATIVE ACTION(S)

A. Bot Referral of PLL J-2024.

- No further comments.

B. 1065 Seven Oaks Lane – Repair of existing seawall. No permit required.

5. ADJOURN MEETING

On the motion Chair Burt, seconded by Mr. Lusk and carried, the meeting was adjourned at 7:59 PM



**VILLAGE OF MAMARONECK
HARBOR COASTAL ZONE MANAGEMENT MEETING MINUTES
WEDNESDAY, June 18th, 2024, 7:30 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

The full public record of this Meeting is the audio/video recording made of this <https://lmcmedia.org/show/village-of-mamaroneck-planning-board-meeting-6-18-24/>

PLEASE BE ADVISED, that the next Meeting of the Harbor Coastal Zone Management Meeting of the Village of Mamaroneck is scheduled for July 17th, 2024, at 7:30 P.M. in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY.

PRESENT:

Commissioners: Thomas Burt, Chair
 Peter McKee, Commissioner
 Jon Vosper, Commissioner
 Jack Lusk, Commissioner
 Simon Tepas, Commissioner

On Zoom: John Kellard, Village Consulting Engineer
 Teresa Cannone, Sr. Environmental Scientist
 Brittanie O'Neill, Village Land Use Board Coordinator
 Mary E. Desmond, Village Attorney

Absent: George Moutafis, Commissioner
 Lisa Axisa, Commissioner

CALL TO ORDER

Chair Burt opened the meeting at 7:30pm.

Chair Burt changed the order of applications.

1. CONSISTENCY REVIEW

A. Application #HCZMC-24-0005: 114 Mt Pleasant Ave, (Section 9, Block 40, Lot 20D.) Located in the R-5 Zoning District. SEQRA Classification: Unlisted

The applicant seeks approval of previously approved subdivision as per Village Code Chapter 240 Section 5.

*On motion by Chair Burt, seconded Mr. Lusk, the Commission granted consistency.
Ayes: Mr. McKee, Mr. Lusk, Mr. Burt, Mr. Vosper, and Mr. Tepas
Nays: None*

B. Application #HCZMC-24-0004: 1011 Greacen Point Road, (Section 9, Block 93C, Lot19.) Located in the R-20 Zoning District. SEQRA Classification: Type II § 617.5(c)(11).

The applicant seeks LWRP Consistency approval to construct a new single-family home (on one lot) in the wetland's controlled area as per Village Code Chapter 240 Section 5.

Kristen Wilson of Marks DiPalermo Wilson PLLC, Alan Pilch of ALP Engineering & Landscaping PLLC, David LaPierre of Cardello Architects, Tom Ryder of LANDTECH and Kevin Valles homeowner, all appeared and presented to the Commission.

Mr. LaPierre responded to the following comments to the Commission:

- The cellular level will be raised to 15 feet.
- Raising the golf simulation area to 13.5 feet.
- Both levels are now above the AE13 elevation.
- Pool equipment will be stored in the terrace area and storage area. No equipment will be out in the open.
- All the changes will be updated on the plans and re-submitted.

Mr. Ryder addressed the Commission regarding his report:

- Mr. Ryder visited the project site and wetlands
- There is no impact to wetlands from this project.
- Double row of silt fencing is very appropriate for this site.
- No trucks or vehicles will be going in or out of the wetlands so there is no indirect or direct impact to the wetlands.
- There is no physical impact on the wet life in the wetlands.
- There are trees and shrubs that will be taken down and replaced with native trees and shrubs.
- Fish and shellfish habitat will be maintained post development.

- Wildlife will be maintained.

Chair Burt questioned about the lighting around the pool and if the pool flooded if it posed any danger to the wetlands.

- Mr. Pilch responded that the lighting around the pool is dark sky compliant. Mr. Pilch stated that the pool water will not pose any danger to the wetlands.

The KSCJ memo was reviewed by the team and Commission. All items in the KSCJ memo will be addressed and changed.

The last storm that impacted the property was Hurricane Sandy in 2012.

On motion by Chair Burt, seconded by Mr. Vosper, the Commission opened the public comments.

Ayes: Mr. McKee, Mr. Lusk, Mr. Burt, Mr. Vosper, and Mr. Tepas
Nays: None

There were no public comments.

On motion by Chair Burt, seconded Mr. Moutafis, the Commission closed the public comments.

Ayes: Mr. McKee, Mr. Lusk, Mr. Burt, Mr. Vosper, and Mr. Tepas
Nays: None

Mr. Lusk asked Mr. Pilch if he looked at other homes on the cove and where they are sitting and the water indentation. Mr. Pilch responded, "I personally have not."

Mr. Valles, homeowner, reported he has been in touch with the property owners to the north and south of his property over the past year when there have been storms. The neighbors reported little to no water to where the home will be built.

On the motion by Chair Burt, seconded by Mr. Vosper, the Commission approved conditional consistency for this application and the conditions is they provide the information as described or they change as described in response to items B, C, F, K, L, M, N, O, P, Q of the KSCJ memo dated 6/18/24.

Ayes: Mr. McKee, Mr. Lusk, Mr. Burt, Mr. Vosper, and Mr. Tepas
Nays: None

2. ADMINISTRATIVE ACTION(S)

A. Review of Bridge Replacement - South Barry Avenue over Otter Creek

Mr. Tepas will draft letter to state discussing policy 7A and Otter Creek. They will review the letter at the next meeting on 7/17/24.

3. ADJOURN MEETING

On the motion Chair Burt, seconded by Mr. McKee and carried, the meeting was adjourned at 8:44 PM

Village of Mamaroneck, NY

Item Title: BAR Minutes

Item Summary: Minutes of the Board of Architectural Review Meeting of June 20 and July 2, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

June Minutes

Cover Memo

July Minutes

Cover Memo



**VILLAGE OF MAMARONECK
BOARD OF ARCHITECTURAL REVIEW MINUTES
Tuesday June 20th, 2024 7:30 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

These are intended to be “Action Minutes”, which primarily record the actions voted on by the Board of Architectural Review on June 20th, 2024.

PLEASE BE ADVISED, that the next Meeting of the Board of Architectural Review for the Village of Mamaroneck is scheduled for July 2nd, at 7:30 P.M. in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY

PRESENT: LARRY COHEN – CHAIR
DAVID RUSSO
CINDY LEE
IVONNE LEVIN
LARRY GUTTERMAN
BRITTANIE O’NEILL – VILLAGE LAND USE BOARD COORDINATOR

Chair Cohen pointed out the fire exits and asked that everyone turn off their cell phones.

OPEN MEETING & ATTENDANCE

1. APPROVAL OF MINUTES

The Board will review the minutes from the meeting held on June 20, 2024

On motion of Ms. Levin, seconded by Ms. Lee and carried. The Board voted to approve June 20th, 2024.

Ayes: Ms. Lee, Ms. Levin, and Chair Cohen

Nays: None

2. CONTINUED PUBLIC MEETING

A. 238 Mamaroneck Ave

Signarama proposes a new aluminum composite facade sign for Salon Valentina.

A representative from Signarama appeared and presented before the Board.

- The sign was made smaller in height, 14 inches is the new height.

On motion by Chair Cohen, seconded by Ms. Lee, the Board approved the sign for Salon Valentina.

Ayes: Mr. Russo, Ms. Lee, Ms. Levin, Chair Cohen, and Mr. Gutterman

Nays: None

3. PUBLIC MEETING

A. 215 Knollwood Ave

Mike McCann, Architect proposes a first-floor renovation, expand family room, renovate kitchen/ dining area. Second floor, add one bedroom and bath, expand existing bedroom.

Harrison Cole, homeowner, and Mike McCann, architect appeared and presented to the Board.

- Project will mimic color, style, stucco, roof, and materials of the original home.
- The Board pleased with changes, “freshness it up.”

On motion by Ms. Lee, seconded by Ms. Levin, the Board approved the project at 215 Knollwood Avenue.

Ayes: Ms. Lee, Ms. Levin, Mr. Russo, Chair Cohen, and Mr. Gutterman

Nays: None

B. 516 Brook Street

Douglas Cutler, Architect proposes a dormer addition 3rd floor, two cantilevered additions 1st floor.

Colleen Ranney and Connor Cattafe, homeowners, appeared and presented to the Board.

- Asphalt and asbestos shingles were removed. Now left is the original shingle and want to restore it.
- Enclosed porch now becoming a interior piece of the home and will be an interior room.
- The kitchen will be flipped to the other side of the home.
- On the 2nd floor they will be taking one bedroom and making it into the master bathroom.
- The stairs to 3rd floor/dormer are existing.

On motion by Mr. Russo, seconded by Ms. Lee, the Board approved the project at 516 Brook Street.

Ayes: Ms. Lee, Ms. Levin, Mr. Russo, Mr. Gutterman, and Chair Cohen

Nays: None

C. 734 Guion Drive

Virginia Picciotto, Architect proposes to remove existing attached shed; and construct a 2-story addition with master suite on first floor with storage below.

Virginia Picciotto of Marsella Architects appeared and presented to the Board.

- There is a retaining wall along the back.
- Home is in the R 75 district
- The proposed project is in the flood zone. Harbor & Coastal Zone Management Commission and Planning Board approved the project. Both stated that the lower level should be used for storage.
- The addition would be for relocating existing master bathroom and walk-in closets
- All materials will match the existing materials of the home. For example, cedar shingles, roof, gutters, etc..

On motion by Chair Cohen, seconded by Ms. Levin, the Board approved the project at 734 Guion Drive.

Ayes: Ms. Lee, Ms. Levin, Mr. Russo, Mr. Gutterman, and Chair Cohen

Nays: None

ADJOURN MEETING

On motion of Chair Cohen and seconded by Ms. Levin, the meeting was adjourned.

Ayes: Chair Cohen, Ms. Lee, Ms. Levin, Mr. Russo, Mr. Gutterman

Nays: None

ANY HANDICPPED PERSON NEEDING SPECIAL ASSITANCE INORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER’S OFFICE 914-777-7703.

Applicants must place a notification sign on the property and return a Proof of Service Affidavit to the Building Department prior to the meeting or the application will not be heard by the Board at this meeting.

Applicants must bring photographs of the subject premises and adjacent properties to the Building Department at the time submission. If not received, your application will not be heard by the Board at this meeting.

Please inform the Building Department 48 hours to the meeting if you are unable to be in attendance.



**VILLAGE OF MAMARONECK
BOARD OF ARCHITECTURAL REVIEW MINUTES
Tuesday July 2nd, 2024 7:30 PM
Courtroom, 169 Mt. Pleasant Avenue, Mamaroneck, NY**

These are intended to be “Action Minutes”, which primarily record the actions voted on by the Board of Architectural Review on July 2nd, 2024.

PLEASE BE ADVISED, that the next Meeting of the Board of Architectural Review for the Village of Mamaroneck is scheduled for **July 18th, at 7:30 P.M.** in the Courtroom in Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, NY

PRESENT: LARRY COHEN – CHAIR
CINDY LEE
IVONNE LEVIN
BRITTANIE O’NEILL – VILLAGE LAND USE BOARD COORDINATOR

EXCUSED: DAVID RUSSO
LARRY GUTTERMAN

Chair Cohen pointed out the fire exits and asked that everyone turn off their cell phones.

OPEN MEETING & ATTENDANCE

1. APPROVAL OF MINUTES

The Board will review the minutes from the meeting held on June 20th, 2024

On motion of Ms. Levin, seconded by Ms. Lee and carried. The Board voted to approve June 20th, 2024.

Ayes: Ms. Lee, Ms. Levin, and Chair Cohen

Nays: None

Excused: Mr. Russo ad Mr. Gutterman

2. CONTINUED PUBLIC MEETING

A. 636 Fenimore Road

Vinnie Pinstripe Inc, proposes a gas station canopy sign wrap (3 sides) and pylon sign with LED price displays for Vincent's Garage.

Representatives from Vinnie Pinstripe Inc. appeared and presented to the Board.

- Raised letters that illuminate at night.
- Proposing a new digital sign for updated pricing for fuel.
- No illumination for fuel pumps.
- Everything will match in color.
- Started with 12-inch letters but dropped to 8-inch letters.

On motion by Chair Cohen, seconded by Ms. Levin, the Board approved the sign for project at 636 Feinmore Road.

Ayes: Ms. Lee, Ms. Levin, Chair Cohen

Nays: None

Excused: Mr. Russo ad Mr. Gutterman

3. PUBLIC MEETING

A. 535 Claflin Ave

Paige Lewis, Architect proposes a second-floor addition over existing first floor (one story) structure.

Paige Lewis, Architect of Lewis & Lewis and the homeowner, appeared and presented to the Board.

- Project will be adding an office, bedroom, bathroom above the existing garage.
- Project will match existing materials of the home, roof, cedar siding, shutters.

ZBA Variance Granted 6/6/24.

On motion by Chair Cohen, seconded by Ms. Lee, the Board approved the project at 535 Claflin Avenue.

Ayes: Ms. Lee, Ms. Levin, Chair Cohen

Nays: None

Excused: Mr. Russo ad Mr. Gutterman

ADJOURN MEETING

On motion of Chair Cohen and seconded by Ms. Lee, the meeting was adjourned.

Ayes: Chair Cohen, Ms. Lee, Ms. Levin

Nays: None

Excused: Mr. Russo and Mr. Gutterman

ANY HANDICPPED PERSON NEEDING SPECIAL ASSITANCE INORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER’S OFFICE 914-777-7703.

Applicants must place a notification sign on the property and return a Proof of Service Affidavit to the Building Department prior to the meeting or the application will not be heard by the Board at this meeting.

Applicants must bring photographs of the subject premises and adjacent properties to the Building Department at the time of submission. If not received, your application will not be heard by the Board at this meeting.

Please inform the Building Department 48 hours to the meeting if you are unable to be in attendance.

Village of Mamaroneck, NY

Item Title: Tree Committee Minutes

Item Summary: Minutes of the Tree Committee Meeting of June 5, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

June Minutes

Cover Memo

6/5/2024

Village of Mamaroneck Tree Committee
5 June 2024

Present: Beverley Sherrid, Michelle Goodman, Gail Koller, Lilia Ramos-Dries, Marlene Star, Sara Mignano

Meeting convened at 7:36 p.m.

Approval of the May 8, 2024 Minutes – The minutes were approved unanimously

Memorial Tree for Dan Sarnoff – The committee voted unanimously in favor of planting a tree in memory of Dan Sarnoff in the fall. Harbor Island Park, the premiere VOM park, was proposed. The tree may be planted near a memorial bench that will be donated by residents.

VOM Inspection for Maintenance or Removal – Michelle will recreate the spreadsheet in Outlook, provide instructions

Code Enforcement – Residents on Prospect and Tomkins have topped VOM trees in the ROW, which is a violation.

New Trees

- There were questions about landscaping at HIP entrance
- Committee needs to meet with Parks Dept about additional trees in HIP and Florence
- Question about whether Arts Council still plans Essential Workers commemorative tribute in HIP
- Request for committee to work with Bike Committee in planning BPR revitalization. Include a center Greenway for trees.
- Spring list for small “leftover” trees, have they been planted?

Tree Law – Leilani will talk to Charles Strome and Courtney about generating a follow up report for replanting requirements of permits previously granted

Bishop Ave Update – Beverley will connect with Charles Strome about the status of new trees.

Trees for Valley Place – Beverley will send a draft letter to County Executive requesting county to include landscaping costs in bond proposal

Heritage Tree Hunt – Osage Orange trio will be included, “all the cherry trees in HIP” will not

Possible Fall Tree Walk locations were discussed

Revised Mission Statement draft was approved unanimously as amended, will be sent to Robert for posting

Marlene Star is resigning as of September 1.

Next meeting was moved to July 10. August meeting was cancelled.

Village of Mamaroneck, NY

Item Title: Arts Council Minutes

Item Summary: Minutes of the Arts Council Meeting of June 3, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

Minutes

Cover Memo

Village of Mamaroneck Arts Council
Final MEETING MINUTES
The Regatta
Monday, June 3, 2024

Attendees:

- Members: Cristina Lerchen, Elizabeth O'Rourke, Jane Sable-Friedman, Karla Aber, Astrid Arias, Piper Stevens, Melinda Buie, Katherine Graham
- Volunteers: Marina Kiriakou, Robin Campbell
- Trustee Liaison: Nora Lucas

Opening Protocol:

- Meeting was called to order at 7:07 by Lerchen, seconded by Arias.
- Sable-Friedman noted one change to the May minutes – “The Barrens” will be updated to “The Barons” in the Pop-Up Concert section. O'Rourke made a motion to approve May 2024 minutes with noted change. Stevens seconded the motion to approve.

St. Thomas Afternoon with Arts Monthly Series:

- May 18 (2 pm) – Bach 2 Rock instructors performing on the lawn was canceled due to lack of instructors available.
- June 23 (3-4:30 pm) – Greenhaven artists collective has been confirmed. This event should require little set-up from the Council members.
- Potential fall calendar of events is being considered:
 - Sept – children's book authors / readings – K. Graham / O'Rourke to reach out to the children's book authors they know to check on interest and availability.
 - Oct - Moth-style storytelling event

Juneteenth:

- The Arts Council will host a Juneteenth event in the Poetry Garden on June 22 at 11 am
 - Library Community Room – backup location
 - Volunteers (10:30-12) – Sable-Friedman, Arias
- Activities will include beading craft, read alouds from 3-4 local authors and/or performers from Westchester.
- Small desserts from a black-owned bakery in Mt. Vernon will be provided to attendees
- O'Rourke will coordinate the request for Tables (2), 15-20 chairs, microphone and speakers
- O'Rourke – will look on the Mamaroneck Library Amazon wish list for books to donation
 - Juneteenth for Mazie by F. Cooper

Mamaroneck Library Summer Kick-off:

- Event will be held in Columbus Park from 2:30-4:30 pm
 - Library will be the backup location in case of rain
 - Volunteers – Aber, Stevens, Arias, O'Rourke

- Arts Council will have a table with a craft for the children who attend the Mamaroneck Library Summer Kick-off.

- Craft: Mini gallery artwork
- Items needed: Watercolor pens (O'Rourke), cardstock (O'Rourke), colored pencils (Lucas), twine (Stevens), clothespins (Stevens), gallery box (Graham)
- Stevens/Lerchen to provide Graham with gallery box dimensions for construction

Pop-Up Concerts:

- Final concert dates: July 19, July 26, Aug 2
 - July 19 – Columbus Park (The Barons – 1960s)
 - July 26 – Columbus Park (Happy Medium – 1990s)
 - Aug 2 – Florence Park (The LPs – 1970s & 1980s)
- Sable-Friedman will work with C. Strome (cc: Lucas) to get the band checks in advance of the concerts
- Pop-up concert marketing materials were presented to Lerchen and Sable-Friedman for feedback

Harbor Concerts:

- Emelin has booked 2 concerts for the Harbor Summer programming:
 - July 17 – Springsteen
 - Aug 7 – Disney-infused Broadway music

JoyceMarie Washburn Art Display

- Library hallway in basement is open in August for a display of Washburn's curated work
- Buie will call Washburn to review the collection and select works for display

Author Laureate:

- M. Joplin Higley will lead poetry walks with the Mamaroneck Harbor Island camps this summer
- O'Rourke will coordinate stipend payment for Higley

Closing Protocol:

- Buie motioned to close the meeting at 7:55 pm and O'Rourke seconded.
- Next month's meeting will be July 1 at The Regatta.

Village of Mamaroneck, NY

Item Title: Budget Committee Minutes

Item Summary: Minutes of the Budget Committee Meeting of June 4, 2024

Fiscal Impact:

ATTACHMENTS:

Description

Type

Minutes

Cover Memo

Village of Mamaroneck Budget Advisory Committee
Meeting Minutes for Tuesday, June 4, 2024

Members present: Charles Guadagnolo, Chair, Ellen Hauptman, Vice Chair, Cathy Chaput, Ed Zagajeski, Len Aubrey, and Nora Lucas, Board Liaison

Members absent: Glenn Tippett

The meeting was called to order at 7:05 pm

Minutes from the May meeting were approved.

The Committee spent the meeting reviewing the LOSAP Analysis PowerPoint that summarizes the research conducted by Ellen, Len, and Ed. LOSAP, Length of Service Award Program, is a retirement-like benefit for volunteer fire fighters that became available in New York State in 1989. The Village Fire Department has requested that the program be adopted for them with a 5 year look-back period. Consequently, the Board of Trustees asked the Committee to conduct research about the program and its impact on the Village budget. The Committee explored the initial legislation, studied the difference between LOSAP as a defined contribution program and as a defined benefit program, and compiled available information from other Westchester County municipalities that have a LOSAP Program. Most municipalities were early adopters of the program, most have a defined benefit, and most use Penflex to administer the program. They vary in terms of entitlement age, monthly benefit and maximum benefit. The VOM Fire Department's proposal is among the top end of benefits. The Committee reviewed the document page by page and discussed revisions, additions, and edits. A particular discussion arose around how such a program, were it to be approved, should be funded. As a program that rewards prior service, it makes sense to fund it through the reserves; however, given its high initial amortization cost, that might cause significant cash flow problems. The other option would be to fund it through property tax, which would require breaking the tax cap. It is also possible to add a "special tax" line item for LOSAP that adds to property owner's tax bill but is not part of the tax cap calculation. The Committee also discussed the potential administrative, legal, and budgetary risks of adapting a LOSAP program. Ellen agreed to revise the presentation according to Committee feedback, circulate the revised draft for approval, and submit it to the Board of Trustees by mid-June.

The meeting was adjourned at 8:40.

Village of Mamaroneck, NY

Item Title: Ethics Board Minutes

Item Summary: Minutes of the Ethics Board Meetings of June 12 and July 11, 2024

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
June Minutes	Cover Memo
July Minutes	Cover Memo

Ethics Board
Village of Mamaroneck
Minutes of the Meeting
June 12, 2024
Regatta Conference Room

In attendance: Daniel Karson, Susan Berenzweig, Lauren Perone Jones, Chari Topol-Allison

Public Session: In attendance: R. Stark

A motion to call the meeting to order was made by Dr. Berenzweig and seconded by Ms. Allison at 4:31 PM. The motion was unanimously approved.

Upon motion by Dr. Berenzweig and seconded by Ms. Perone Jones, the minutes from the May 22, 2024 meeting were unanimously approved.

Mr. Karson will have a meeting with the Interim Village Manager regarding the funding of EB investigations.

The board discussed sending an email to all board chair people to present an overview of the most important and commonly cited sections of the VOM Code of Ethics.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the Board voted unanimously to convene in Executive Session at 5:14 PM pursuant to section 105 F of the Open Meetings Law to discuss a violation that may lead to possible discipline of a particular person. Ms. Lauren Persone Jones recused and left the room.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the EB left executive session at 7:05pm.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the meeting was adjourned at 7:05 PM.

ADDENDUM

From: Karson, Dan <DKarson@vomny.net>

Sent: Monday, May 27, 2024 9:39 AM

To: Mayor and Board <MayorandBoard@vomny.org>

Cc: Charles Strome <cstrome@vomny.org>; Agostino Fusco <afusco@vomny.org>; Sally Roberts <sroberts@vomny.org>; Robert Spolzino <rspolzino@abramslaw.com>; BoardofEthics <EthicsBoard@vomny.org>

Subject: Ethics Board - Due Diligence Investigation

Dear Mayor and Board of Trustees:

At its meeting on May 22, 2024 the Ethics Board voted to recommend that prior to executing a contract for the development of the Hunter Tier property, the Board of Trustees conduct a due diligence investigation, either of 1) all bidding parties under consideration, or, as a condition of confirming the award of a contract, 2) the party selected to develop the property.

An investigation should comprise three segments: 1) a background investigation of the business entities and principal executive officers; 2) the completion of a disclosure form, and 3) production of financial statements and professional references.

The background investigation, at a minimum, should comprise research of public records and information databases covering:

- Federal and state criminal records
- Federal and state civil docket – litigation, judgments and liens
- Bankruptcy filings
- Uniform Commercial Code records
- State and federal regulatory agency and licensing records and proceedings relevant to construction and development
- Federal and state lists of barred contractors
- Federal, state and local election law disclosures of political contributions
- Media and Internet databases

The bidders or awardee should respond to questions or complete a questionnaire calling for the disclosure and self-reporting of relevant information that include the categories listed above, as well as any information regarding anticipated litigation, ongoing investigations, regulatory audits, licensing, outstanding debt, and potential conflicts of interest, including any associations with “covered persons”, as defined in the Code of Ethics.

The board also recommends that the Board of Trustees require:

1. the production of audited financial statements and evidence of liquidity and solvency, and
2. professional references from prior and existing clients

A due diligence investigation can be conducted by a licensed investigations firm or law firm. The investigations could preempt the later discovery of issues that could have disqualified a party prior to the award of a contract.

The Ethics Board believes that due diligence investigations and pre-contract disclosures should be part of all major contract awards. Here, given the elevated level of discussion regarding the Hunter Tier, and the questions asked of and brought to the attention of the Ethics Board, the board believes that a due diligence investigation and pre-award disclosures are particularly important, and could avoid costly and time consuming proceedings in the future.

The Ethics Board welcomes any questions the trustees may have regarding its recommendation, and if requested, the Ethics Board will work with trustees in structuring a due diligence process.

Daniel E. Karson – Chair

Susan Berenzweig

Chari Topol-Allison

(Trustee Lauren Perone Jones took no part in the discussion or vote on this matter.)

1986 N.Y. Op. Atty. Gen. (Inf) 100
Office of the Attorney General
State of New York

Informal Opinion No. 86-44
July 7, 1986

NY Const., Art IX, §§ 2(c), 3(d)(1); General Municipal Law § 808(3); Municipal Home Rule Law § 10(1)(i) and (ii)(a)(1).

A city may enact a local law establishing the composition of a local board of ethics that is inconsistent with section 808(3) of the General Municipal Law.

David Avstreich, Esq.
Corporation Counsel
City of Mount Vernon
City Hall
Roosevelt Square
Mount Vernon, NY 10550

Dear Mr. Avstreich:

You have asked whether a city by local law may vary the provisions of section 808(3) of the General Municipal Law in relation to the composition of a municipal board of ethics.

Municipalities, including cities, have the option to establish a local board of ethics to render advisory opinions to their officers and employees concerning ethics standards (General Municipal Law, § 808). The members of a city board of ethics are to be appointed by a person or body designated by the city's governing body (id., § 808[3]). The board of ethics "shall consist of at least three members, a majority of whom are not otherwise officers or employees of such municipality. Such board shall include at least one member who is an elected or appointed municipal officer or employee" (ibid.). Your city council desires to eliminate the requirement that a city officer or employee be a member of the board, in order to establish the local board of ethics as a truly independent body and so that persons will not be reluctant to request advice from the board.

Local governments, including cities, are authorized to adopt and amend local

laws not inconsistent with the provisions of the Constitution or with any general law relating to their property, affairs or government and the powers, duties, qualifications, number, mode of selection and removal, terms of office, compensation, hours of work, protection, welfare and safety of their officers and employees (NY Const, Art IX, § 2[c]; Municipal Home Rule Law, § 10[1][i] and [ii][a][1]).

It is our view that the composition of a local board of ethics may be determined under this grant of local law power. This grant permits municipalities to establish local offices and positions of employment and generally to determine the bureaucratic structure of government.

Section 808(3) of the General Municipal Law is not, in our opinion, an obstacle to the enactment of the proposed local law. Local laws need only be consistent with general State laws (NY Const, Art IX, § 2[c]; Municipal Home Rule Law, § 10). For home rule purposes, a general law is defined as "[a] law which in terms and in effect applies alike to all counties, all counties other than those wholly included within a city, all cities, all towns or all villages" (id., Art IX, § 3[d][1]). Section 808(3) is not, under this definition, a general law (Johnson v. Etkin, 279 NY 1 [1938]). Section 808(3) gives cities the option to establish a board of ethics. It does not in terms and in effect apply alike to all cities (ibid.). It applies only to those cities opting to come under it (ibid.). Thus, a local government may enact a local law establishing the composition of a local board of ethics that is inconsistent with the provisions of section 808(3) of the General Municipal Law.

We conclude that a city may enact a local law establishing the composition of a local board of ethics that is inconsistent with section 808(3) of the General Municipal Law.

The Attorney General renders formal opinions only to officers and departments of the State government. This perforce is an informal and unofficial expression of views of this office.

Very truly yours,

James D. Cole
Assistant Attorney General in Charge of Opinions

1991 N.Y. Op. Atty. Gen. (Inf) 1135
Office of the Attorney General
State of New York

Informal Opinion No. 91-68
October 25, 1991

NY Const., Art IX, §§ 2(c), 3(d)(1); Civil Practice Law And Rules § 2302(a);
General Municipal Law §§ 806, 808; Municipal Home Rule Law § 10.

A local government, through enactment of a local law, may grant to its board of ethics the authority to receive complaints alleging violations of ethics regulations, to investigate these complaints, and to conduct investigations on its own initiative as to whether violations of ethics standards have occurred. Further, we believe the board may be given enforcement authority and the local law may provide for the administering of penalties.

Anthony J. Grant, Esq.
Corporation Counsel
City of White Plains
Municipal Building
255 Main Street
White Plains, New York 10601

Dear Mr. Grant

You have asked whether a city may grant to its ethics commission the authority to conduct investigations, subpoena power and enforcement power.

Section 808 of the General Municipal Law authorizes the governing body of a municipality, including a city, to establish a local board of ethics to render advisory opinions to municipal officers and employees concerning ethics standards. The board renders advisory opinions to officers and employees of the municipality concerning their adherence to the provisions of article 18 of the General Municipal Law, governing conflicts of interests, and to the code of ethics adopted by the municipality as required by section 806 of the General Municipal Law. General Municipal Law § 808(2). These advisory opinions are rendered in response to a written request of any officer or employee of the municipality under rules and regulations prescribed by the board of ethics. Ibid. Additionally, the board of ethics may make recommendations as to the drafting and adoption of a code of ethics or

amendments to the code, upon the request of the municipality's governing body.
Ibid.

In our view, a local government, through enactment of a local law, may grant to its board of ethics the authority to receive complaints alleging violations of ethics regulations, to investigate these complaints, and to conduct investigations on its own initiative as to whether violations of ethics standards have occurred. Further, we believe the board may be given enforcement authority and the local law may provide for the administering of penalties.

The authority to enact such a local law derives from Article IX of the State Constitution, granting home rule powers to local governments. Municipalities, including cities, are authorized to adopt and amend local laws, not inconsistent with the provisions of the Constitution or with any general law, relating to their property, affairs or government and to the powers, duties, qualifications, number, mode of selection and removal, terms of office, compensation, hours of work, protection, welfare and safety of their officers and employees. NY Const, Art IX, § 2(c); Municipal Home Rule Law § 10(1)(i) and (ii)(a)(1). We believe that this grant of authority includes within its scope the enactment of the local law described above granting investigative and enforcement powers to a local board of ethics.

In our view, such a local law would not be inconsistent with the provisions of State law. In granting these powers to a board of ethics, the local law goes beyond the provisions of section 808 of the General Municipal Law. The local law would grant expanded authority to a local board of ethics to ensure that ethics regulations are complied with by municipal officers and employees. Such a local law would be entirely consistent with the legislative purpose underlying the establishment of codes of ethics and ethics boards. *Jancyn Mfg. v County of Suffolk*, 71 NY2d 91 (1987). See, *Mtr. Town of Somers*, 126 Misc 2d 301 (Sup Ct, Westchester Co, 1984).

In any event, even assuming that the proposed local law is inconsistent with section 808 of the General Municipal Law, under Article IX of the State Constitution local laws need only be consistent with general State laws. NY Const, Art IX § 2(c); Municipal Home Rule Law § 10. For home rule purposes, a general law is defined as:

"(a) law which in terms and in effect applies alike to all counties, all counties other than those wholly included within a city, all cities, all towns or all villages." NY Const, Art IX, § 3(d)(1).

In a prior opinion of this office, we found that section 808 is not a general law within the home rule definition. 1986 Op Atty Gen (Inf) 100, citing *Johnson v Etkin*, 279 NY 1 (1938). We found that because section 808 gives cities (and other municipalities) the option to establish a board of ethics, it does not in terms and in effect apply alike to all cities (and to other classes of local governments). *Ibid.* It applies only to those cities opting to come under it. *Ibid.* Thus, we found that a local law dealing with the composition of a local board of ethics need not be consistent with the provisions of section 808 of the General Municipal Law.

Further, we believe the board of ethics of a local government, that by local law has been authorized to conduct investigations and to take proof concerning compliance with ethics regulations, may issue subpoenas for the production of witnesses' testimony, documents and other evidence. Under section 2302(a) of the CPLR, subpoenas may be issued by

"any member of a board, commission or committee authorized by law to hear, try or determine a matter or to do any other act, in an official capacity, in relation to which proof may be taken or the attendance of a person as a witness may be required."

We have previously concluded that a local law granting to a local commission or board the authority to take proof would, within the meaning of CPLR § 2302(a), provide the board or commission and its members with the authority to issue subpoenas. 1982 Op Atty Gen (Inf) 117.

We conclude that a city, or any other local government, by local law may grant to its board of ethics the authority to conduct investigations, subpoena power and enforcement power.

1976 Op Atty Gen (Inf) 274, which viewed section 808 as a general law, is hereby overruled.

The Attorney General renders formal opinions only to officers and departments of the State government. This perforce is an informal and unofficial expression of the views of this office.

Very truly yours,

James D. Cole
Assistant Attorney General in Charge of Opinions

Ethics Board
Village of Mamaroneck
Minutes of the Meeting
July 11, 2024
Regatta Conference Room

In attendance: Daniel Karson, Susan Berenzweig, Chari Topol-Allison

Public Session: In attendance: R. Stark

A motion to call the meeting to order was made by Dr. Berenzweig and seconded by Mr. Karson at 11:09 AM. The motion was unanimously approved.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the minutes from the June 12, 2024 meeting were unanimously approved.

Mr. Karson provided the Board of Trustees, Interim Village Manager and VOM Counsel recommendations for investigative firms and a questionnaire for bidders as part of the due diligence background check for the two bidders of the Hunter Tier Affordable Housing Project.

No boards or committees responded to the EB's offer of giving a quick presentation of the new Ethics Code. The EB will wait until 2025 to do this.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the EB entered into executive session to discuss confidential formal complaints and advisory opinions at 11:23am.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously to recommend to the Board of Trustees that they retain a Special Master to examine and investigate the process by which an RFP for the Hunter Tier Affordable Housing Project was drafted and for the Special Master to retain an IT forensics firm to assist it in that investigation. And further, that the EB defer any review of the RFP process until such time that it receives the report from the Special Master. In the event that the BOT does not appoint an independent body to investigate the RFP process, the EB will resume its review of such, pending future complaints.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously to reply to a request for Advisory Opinion 2024-2.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously that the acts alleged in Complaint 2024-8 did not violate the Code of Ethics.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously to continue the investigation of Complaint 2024-7.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously to request an interview regarding an anonymous complaint referred to the EB by the NYS Commission on Ethics and Lobbying.

Upon motion by Mr. Karson and seconded by Dr. Berenzweig, the EB voted unanimously to draft a series of interview questions regarding Complaint 2024-5.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the EB closed the executive session at 1:38pm.

Upon motion by Dr. Berenzweig and seconded by Mr. Karson, the EB adjourned the meeting at 1:38pm.