INCORPORATED VILLAGE OF FARMINGDALE 361 MAIN STREET FARMINGDALE, NY 11735 *BOARD OF TRUSTEES* WORK SESSION AGENDA Monday, July 12, 2021

- 1. Regularly scheduled business items
- 2. Tonight's public hearings/Hearings to be scheduled
- 3. Fire Department
- 4. Building Department
- 5. Highway Department
- 6. Water Department
- 7. Code Department

- 1. Pledge of Allegiance/Moment of Silence.
- 2. Announcements-
 - The next Board meeting with public comment period will be held on Monday, August 2nd, 2021 at 8:00 p.m. Regular Work Sessions will be held on Monday, July 26th, 2021 and Monday, August 2nd, 2021 at 7:00 p.m.
 - The Farmer's Market is being held every Sunday from 10:00 a.m. to 3:00 p.m. on the Village Green until November 21, 2021.
 - Village Pops concerts will be held on the following Wednesdays at 7:30 p.m.: July 14th, July 21st and July 28th.
 - Movie Nights will be held on the following Tuesdays: July 20th, July 27th, August 10th, August 17th and August 24th.
 - Music on Main will be held on the following Thursdays: August 5th and August 19th from 5:00 p.m. to 9:00 p.m., with a rain date of August 26th.
 - The following resolutions were approved at the June 21st Work Session:
 - Approved a request from Bernard Hothersall of 20 Manetto Road to have a block party in front of his home, between Lincoln Street and Pinehurst Road, on Saturday, July 17, 2021 from 1:00 p.m. to 11:00 p.m.
 - Increased the Farmingdale Meat Market's parking back to \$15,000 per year from the \$10,000 currently being billed as of July 1, 2021.
 - Approved Music on Main, to be held on Thursday, August 5, 2021 and Thursday, August 19, 2021 from 4:00 p.m. to 9:00 p.m.
 - The following resolutions were approved at the June 28th Work Session:
 - Approved a contract with P.W. Grosser for System Design ad Related Upgrades to our water wells at a cost of \$195,500.
- 3. Resolution to approve the following Regular Meeting business items: Motion to approve.
 - Abstract of Audited Vouchers #1151 dated July 12, 2021
 - June Wire Transfers
 - Minutes of Board Meetings of 6/7/21, 6/21/21, 6/28/21

- Use of Village Property:
 - The Greater Long Island Running Club is requesting to have Leg 3 of their annual Ocean to Sound Relay take place within the Village on Sunday, September 26, 2021. Leg 3 passes through the Village along Quaker Meeting House Road between Merritts Road and Round Swamp Road.
 - The Farmingdale Fire Department is requesting the use of the back of Village Green for a Fire Department Picnic on Sunday, August 15, 2021 from 12:00 p.m. to 4:00 p.m.
 - Lithology Brewing is requesting the use of 5 parking spaces, in Parking Lot 3, behind their patio area on Saturday, August 21, 2021 from 12:00 p.m. to 10:00 p.m. for a live music and food festival. They are thinking of having Chiddy's Cheesesteak's food truck there to provide food for the event.
- Block Party Applications:
 - o None
- Tax certiorari's:
 - Tax Certiorari settlement Re:Verizon NY Sec 666, Blk. 6, Lot 1: Premises Outside Plant Equipment, for tax years 2010/11 through and including 2018/2019 for a refund of \$33,000 with no change in the assessment for any years going forward. Verizon has been paying taxes on a property they did not own for all pending taxes years and agreed to refunds for the last three pending tax years in accordance with the settlement.
- 4. Building Permits list attached.
- 5. Resolution to set the following public hearing on Monday, August 2, 2021 at 8:00 p.m.: Motion to approve.
 - To enact a new Local Law to regulate and oversee vacant, abandoned and foreclosed properties.
- 6. **Public Hearing** to subdivide the property located at 368 Melville Road: Adjourn at the request of the applicant until Monday, August 2, 2021 at 8:00 p.m.
 - Motion to open:
 - Motion to close:
 - Motion to:

- 7. **Public Hearing** for a Special Use Permit for The Lofts at 333 Main Street, SPA 79 E.L.P. for a 36 unit apartment building with retail:
 - Motion to open:
 - Motion to close:
 - Motion to:.
- 8. Resolve to do the following transfers for the Capital Projects fund as of May 31, 2021:
 - To transfer \$88,545.24 from Capital fund 254 Main Street project to the General fund as a return of a portion of the \$362,115.47 the General fund transferred into the project (revision of the 8/17/20 Resolution).
 - To transfer \$24,267.80 from the General fund to Capital fund for the Nassau County IMA for the cost of repairs from the North Main Street paving.
 - To transfer \$57,486.34 from the General fund to Capital fund for the excess costs for the Fueling Station project.
 - To transfer \$64,252.37 from Capital fund to the Reserve for Bond Indebtedness for the excess bond proceeds for the Parking Lot Improvement projects.

Further resolve to do the following transfers from Unassigned Fund Balance to the following General Fund Reserves as of May 31, 2021:

- To transfer \$4,285.72 to Reserve for Technology for the Cablevision and Verizon grants
- To transfer \$111,086.00 to the Reserve for Special Use/Incentive Bonus for the payments made in 2020/2021
- To transfer \$10,750.00 to the Reserve for Parkland for the payments made in 2020/2021
- 9. Resolution to approve the 2021/2022 budget adjustments as presented. Motion to approve.
- 10. Resolution to approve the Community Solar Consulting Service Agreement with Usource to act as the Village's consultant in connection with our participation in a community solar program. **Motion to approve.**
- 11. Resolution to hire Annie Signa as Clerk to the Village Justice at a salary of \$45,000 per year. **Motion to approve.**
- 12. Resolution to hire Denise Schmidt as a Part-Time Parking Meter Attendant at a wage of \$20 per hour. **Motion to approve.**

- 13. Resolution to hire George Frontino as a Part-Time Sub. Firehouse Maintainer at a wage of \$15 per hour. **Motion to approve.**
- 14. Resolution to hire Emmanuel Alvarez-Lozada and Timothy Ryan Ossenfort as Part-Time Laborers in the Highway Department at a wage of \$15 per hour. **Motion to approve.**
- 15. Resolution to approve an agreement with Property Registration Champions, LLC regarding vacant, abandoned and foreclosed properties. **Motion to approve.**
- 16. Resolution to approve "NO PARKING" at the entrance of Dale Drive from Clinton Street on the North side of Dale Drive 93' West from the Clinton Street Curb Line and on the South side of Dale Drive 108' West from the Clinton Street Curb Line. **Motion to approve.**
- 17. Beautification Report
- 18. Old Business
- 19. Correspondence
- 20. Fair Housing Complaints & Comments
- 21. Public Comment

ABSTRACT	OF	AUDITED	VOUCHERS
		Capital	

No	1151
140.	

, NEW YORK

FUND

VILLAGE OF Farmingdale, COUNTY OF Nassau

Date of Audit: 7/12/21

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	1	APPROPRIATION CODE	AMOUNT	CHECK NUMBER
6/11/2021 6/25/2021	D&B ENGINEERS AND ARCHITECTS, P.C. MERRICK UTILITY ASSOC INC			5,715.70 227,943.00	1201 1203
	~				
	TOTAL			233,658.70	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I	have hereu	nto set my l	nand as	Mayor	of
		5		MAYOR-AUDITOR-CLERK	
the above Village this	12th	day of	July	,20 <u>21</u>	

ABSTRACT OF AUDITED VOUCHERS

	Payroll	FUND	No1151
VILLAGE OF	, COUNTY OF	Nassau	, NEW YORK

Date of Audit: 7/12/21

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	√	APPROPRIATION CODE	AMOUNT	CHECK NUMBER
6/4/2021	STEPHEN FELLMAN			1,264.47	2058
6/4/2021	COMMISSIONER OF TAXATION AND FINANCE			165.30	2058
6/18/2021	DAVID ARDAM			229.67	2058
6/18/2021	REILLY FELLMAN			211.12	2059
6/18/2021	STEPHEN FELLMAN			1,283.40	2059
6/18/2021	COMMISSIONER OF TAXATION AND FINANCE			168.15	2059;
				=	
	TOTAL			3,322.11	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof,	I have hereunto set my h	nand as	Mayor	of
	0		MAYOR-AUDITOR-CLERK	01
the above Village this	12th day of	July	,20 <u>21</u> .	

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Form GU

ABSTRACT OF AUDITED VOUCHERS

No. 1151

VILLAGE OF Farmingdale

, COUNTY OF Nassau

_, NEW YORK

Date of Audit: 7/12/21

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	V	APPROPRIATION CODE	AMOUNT	CHECK NUMBER
6/18/2021	CSEA INC FINANCE DEPT			369.32	10697
6/18/2021	PEARL INSURANCE			50.47	10698
6/22/2021	AFLAC NEW YORK			1,052.50	1069
7/2/2021	CSEA INC FINANCE DEPT			369.32	1070
7/2/2021	PEARL INSURANCE			50.47	1070
1	тот	. I I		1,892.08	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have here	unto set mv	hand as	Mayor		of
,,			MAYOR-AU	DITOR-CLERK	01
he above Village this <u>12th</u>	_ day of	July		20 <u>21</u>	

~	ABSTRACT OF AUDITED VOUCHERS	Page 1
	General/Water	_{No.} 1151
	FUND	

VILLAGE OF

7/12/21 Date of Audit:

Farmingdale

COUNTY OF

Nassau

, NEW YORK

1 of 3

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	V	AMOUNT	CHECK NUMBER
6/3/2021	JMI LANDSCAPING INC		5,434.00	2017
6/4/2021	ACCURATE COURT REPORTING SERVICE INC		311.25	2017
6/4/2021	BOUND TREE MEDICAL LLC		237.15	2018
6/4/2021	ALISON CELAYA		50.00	2018
6/4/2021	PHILIP LONIGRO		1,064.54	2018
6/4/2021	MCI		14.28	2018
6/4/2021	MINUTEMAN PRESS CORP		14.70	2018
6/4/2021	PAYBYPHONE TECHNOLOGIES INC		68.85	2018
6/4/2021	PSEGLI		68.34	2018
6/4/2021	SO SHORE FIRE & SAFETY EQUIP		90.50	2018
6/4/2021	VERIZON WIRELESS SERVICES, LLC		562.65	2018
6/4/2021	HILDA CARMAN		2,851.20	2018
6/4/2021	DONALD CHRISTIANSEN		2,851.20	
6/4/2021	PATRICIA CHRISTIANSEN		891.00	2019
6/4/2021	GEORGE COOK		891.00	2019
6/4/2021	RUBY COOK			2019
6/4/2021	DIANE CORRERI		891.00	2019
6/4/2021	LOUIS CORRERI		891.00	2019
6/4/2021	THOMAS DELLAQUILA		891.00	2019
6/4/2021	JOANN EDLING		275.00	2019
6/4/2021	FORERUNNER TECHNOLOGIES INC		891.00	2019
6/4/2021	IKE GALANOUDIS		1,411.00	2019
6/4/2021	NANCY GILLIES		200.00	2019
6/4/2021	BARBARA GRIFFITHS		891.00	2020
6/4/2021	FREDERICK GRIFFITHS		891.00	2020
6/4/2021	MICHAEL F. KELLY		891.00	2020
6/4/2021	ADELAIDE KETCHAM		891.00	20203
6/4/2021	MAY KOUKOS		891.00	20204
6/4/2021			891.00	2020
	MARKETING MASTERS NY INC		1,625.00	20200
6/4/2021	NATIONAL ARCHIVES, INC.		135.00	20207
6/4/2021	BARBARA NICOSIA		297.00	20201
6/4/2021	DONALD OTT		891.00	2020
6/4/2021	LODA ROMANELLI		2,851.20	20210
6/4/2021	RONALD RUBINO		891.00	2021
6/4/2021	RAYMOND RYAN		891.00	20212
6/4/2021	LAURA SANCHEZ		75.00	20213
6/4/2021	JOHN SCHERER		891.00	20214
6/4/2021	JUDITH SCHERER		891.00	20215
6/4/2021	TOTAL COMPUTER SYSTEMS LTD		1,476.00	20216
5/11/2021	ACCURATE COURT REPORTING SERVICE INC		1,087.50	20217
\$/11/2021	ALL PRO HORTICULTURE INC		82.50	20218
5/11/2021	ATLANTIC SALT INC		557.85	20219
5/11/2021	BANCKER ELECTRIC		3,049.10	20220
5/11/2021	BEE READY FISHBEIN HATTER & DONOVAN LLP		500.00	20221
3/11/2021	BMT AUTOMOTIVE CORP		37.00	20222
3/11/2021	BOUND TREE MEDICAL LLC		428.63	20223
6/11/2021	DCAK-MSA ARCHITECTURE & ENGINEERING PC		12,747.50	20224
5/11/2021	FARMINGDALE CHAMBER OF COMMERCE		 150.00	20225

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name. Mavor

I have hereunto set my l	hand as	···	of
		MAYOR-AUDITOR-CLERK	01
12th day of	July	, 2 <u>021</u>	
	12+6	I have hereunto set my hand as 12thday ofJuly	12th MAYOR-AUDITOR-CLERK

ABSTRACT OF AUDITED VOUCHERS

, COUNTY OF

General/Water

Page 2 of 3

VILLAGE OF _____ Farmingdale___

Date of Audit: _____7/12/21

FUND Nassau

_, NEW YORK

No. 1151

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	V	APPROPRIATION CODE	AMOUNT	CHECK NUMBER
6/11/2021	FARMINGDALE FIRE DEPT			145.26	2022
6/11/2021	HOME DEPOT CREDIT SERVICE			15.27	2022
6/11/2021	J R HOLZMACHER P.E. LLC			7,381.50	2022
6/11/2021	KINGS HARDWARE INC			641.18	2022
6/11/2021	LI POWER EQUIPMENT INC		1 1	86.97	2023
6/11/2021	LOWE'S			130.91	2023
6/11/2021	DIANA MARTINEZ VELASQUEZ			1,300.00	2023
6/11/2021	MERRICK UTILITY ASSOC INC			8,146.99	2023
6/11/2021	PSEGLI			15,133.60	2023
6/11/2021	QUICK AUTO PARTS DISTRIBUTORS INC			127.23	2023
6/11/2021	SPRAGUE OPERATING RESOURCES LLC			2.285.90	2023
6/11/2021	STAPLES ADVANTAGE			129.85	2023
6/11/2021	TERMINIX CORP			100.00	2023
6/11/2021	VERIZON			69.32	2023
6/11/2021	WINTERS BROS WASTE SYSTEM			385.37	2024
6/11/2021	CUTTING EDGE CONSTRUCTION SERVICES INC			1.400.00	2024
6/11/2021	DCAK-MSA ARCHITECTURE & ENGINEERING PC			6,445.00	2024
6/11/2021	FREE PUBLICATION SYSTEMS INC			495.00	2024
6/11/2021	GOLD STAR ABSTRACT			120.79	2024
6/11/2021	GRIMCO INC			531.00	2024
6/11/2021	JD FARO ELECTRIC INC			1.995.00	2024
6/11/2021	KOMATSU FINANCIAL LLP			2.546.81	2024
6/11/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			137.81	2024
6/11/2021	NYS DEC			125.00	2024
6/11/2021	OPTIMUM			598.35	2024
6/11/2021	QUICK AUTO PARTS DISTRIBUTORS INC			71.89	2025
6/11/2021	STATE OF NEW YORK - DEPT OF CIVIL SERVICE			66,025.64	2025
6/11/2021	LUZ TORRES			100.00	2025
6/11/2021	TOTAL COMPUTER SYSTEMS LTD			1,985.00	2025
6/11/2021	WINTERS BROS WASTE SYSTEM			545.58	2025
6/17/2021	JMI LANDSCAPING INC			4,750.00	2025
6/18/2021	ARROW EXTERMINATING COMPANY INC			4,750.00	2025
6/18/2021	BENSIN CONTRACTING INC			456.77	2025
6/18/2021	GRAINGER INC			140.78	2025
6/18/2021	JMI LANDSCAPING INC			16,095.00	2025
6/18/2021	LONG ISLAND HOUSING PARTNERSHIP INC			195.00	2026
6/18/2021	OFF OF THE STATE COMPTROLLER				1
6/18/2021	P.W. GROSSER CONSULTING INC			1,719.00 10,665.00	2026
6/18/2021	PACE ANALYTICAL SERVICES INC			676.00	2026
6/18/2021	PSEGLI			208.34	2026
6/18/2021	STAPLES ADVANTAGE				
6/18/2021	STAPLES ADVANTAGE STAPLES CREDIT PLAN			16.39 908.44	2026
6/18/2021	SUPERVISOR TOB				2026
6/18/2021				1,166.45	2026
				500.00	2026
6/18/2021				89.99	2027
6/18/2021	BOUND TREE MEDICAL LLC			758.02	2027
6/18/2021				7,111.13	20272
6/18/2021	ELECTRONIX SYS ALARMS INC TOTAL		>	225.00	2027

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name. . .

In Witness Whereof,	I have here	unto set my	hand as	Mayor	of
111 11111051 111101002,				MAYOR-AUDITOR-CLERK	
the above Village this	12th	day of	July	, 20 <u>21</u> .	

ABSTRACT OF AUDITED VOUCHERS General/Water 1151

, COUNTY OF

Page 3 of 3

VILLAGE OF

7/12/21 Date of Audit:

Farmingdale

, NEW YORK

No.

FUND

Nassau

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

NUMBER	NAME OF CLAIMANT - ADDRESS		V	APPROPRIATION	AMOUNT	CHECK NUMBER
6/18/2021	HEADS UP IRRIGATION INC				2,000.00	20274
6/18/2021	HERC RENTALS INC				808.00	20275
6/18/2021	NATIONAL GRID				681.33	20276
6/18/2021	OPTIMUM				183.71	20277
6/18/2021	PERFORM PRINTING INC				1,575.69	20278
6/18/2021	PSEGLI				23.95	20279
6/18/2021	WILLIAM REILLY				200.00	20280
6/18/2021	LAURA SANCHEZ				75.00	20281
6/18/2021	SO SHORE FIRE & SAFETY EQUIP				108.50	20282
6/18/2021	VERIZON				607.49	20283
6/18/2021	WILMAC CO INC				2,430.00	20284
6/25/2021	ANTON COMMUNITY NEWSPAPER CORP				145.60	20285
6/25/2021	CSEA EMPLOYEE BENEFIT FUND				4,654.39	20285
6/25/2021	FIREFLY ADMIN INC				3,024.15	
6/25/2021	IKE GALANOUDIS				3,024.15	20287
6/25/2021	DANIEL KNIGHT				549.99	
6/25/2021	ROBERT LEONE		- 1			20289
6/25/2021	MOTOROLA SOLUTIONS INC				250.00	20290
6/25/2021	OFF OF THE STATE COMPTROLLER	1			6,763.50	20291
6/25/2021	OPTIMUM				2,728.00	20292
6/25/2021					138.71	20293
6/25/2021	PAYBYPHONE TECHNOLOGIES INC PSEGLI				70.35	20294
6/25/2021					128.04	20295
	SANTANDER BANK NA		- 1		6,912.31	20296
6/25/2021	STAPLES ADVANTAGE				135.96	20297
6/28/2021	ROBERT GREEN TRUCK DIVISION INC				31,640.23	20298
		TOTAL			284,859.17	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the

Board of Trustees

of the above-named Village, and having been duly audited and allowed in the amounts as shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name. Mayor

In Witness Whereof,	I have here	unto set my l	hand as	Iviayor	of
		U U		MAYOR-AUDITOR-CLERK	
the above Village this	12th		July	, 2021	

July BOT Meeting		Acct		Ref
6/1/2021 Transfer to MMK	DR - CHASE MMK CR - Chase Oper	7672 1998	500,000.00 (500,000.00)	1
6/3/2021 Payroll	DR - FNBLI Payroll CR - Chase Oper	0141 1998	74,615.99 (74,615.99)	2
6/3/2021 Payroll direct deposit Direct deposit and taxes	DR -Accudata Withdrawal CR -FNBLI Payroll Account	Report 0141	63,691.58 (63,691.58)	3
6/4/2021 Due to/from Employee benefits	DR - FNBLI T&A CR -FNBLI PAYROLL	1736 0141	9,494.64 (9,494.64)	4
6/7/2021 Deferred Comp payment Employee benefits	DR - NYS Deferred Comp CR - FNBLI T&A	Report 1736	7,662.98 (7,662.98)	5
6/15/2021 Transfer bond payment	DR - Chase bank DTC account CR - Chase MMK	7306 7672	145,000.00 (145,000.00)	6
6/15/2021 Transfer bond payment	DR - Chase bank DTC account CR - Chase Oper	6776 1998	6,600.00 (6,600.00)	7
6/18/2021 Payroll	DR - FNBLI Payroll CR - Chase Oper	0141 1998	85,024.91 (85,024.91)	8
6/17/2021 Error transfer to DTC instead of payroll reimb 7/7	DR - Chase bank DTC account CR - Chase Oper	6776 1998	85,024.91 (85,024.91)	9
6/18/2021 Payroll	DR - FNBLI Payroll CR - FNBLI CHECKING	0141 1744	85,024.91 (85,024.91)	10
6/17/2021 Payroll direct deposit Direct deposit and taxes	DR -Accudata Withdrawal CR -FNBLI Payroll Account	Report 0141	70,261.61 (70,261.61)	11
6/18/2021 Due to/from Employee benefits	DR - FNBLI T&A CR -FNBLI PAYROLL	1736 0141	12,870.96 (12,870.96)	12
6/21/2021 Deferred Comp payment Employee benefits	DR - NYS Deferred Comp CR - FNBLI T&A	Report 1736	10,876.14 (10,876.14)	13
6/24/2021 Due to/from	DR -CHASE CAPITAL CR - CHASE OPER	2012 1998	92,110.69 (92,110.69)	14
6/24/2021 Due to/from	DR -CHASE MMK CR - CHASE WATER	2012 1998	46,690.77 (46,690.77)	15
6/24/2021 Retirement payment	DR -NYSLR Withdrawal CR - FNBLI T&A	Report 1736	1,929.30 (1,929.30)	16
6/30/2021 Transfer to MMK	DR - CHASE MMK CR - Chase Oper	7672 1998	1,500,000.00 (1,500,000.00)	17
6/30/2021 Payroll	DR - FNBLI Payroll CR - Chase Oper	0141 1998	74,285.31 (74,285.31)	18
6/30/2021 Transfer to MMK	DR - CHASE MMK CR - Chase Oper	7672 1998	500,000.00 (500,000.00)	19

Approved by Mayor:

22

Wire transfers reviewed by

-

The Work Session of the Board of Trustees of the Incorporated Village of Farmingdale was held remotely on Monday, June 7, 2021 at 7:00 p.m.

Present:Mayor Ralph Ekstrand
Deputy Mayor William Barrett
Trustee Cheryl Parisi
Trustee Walter Priestley
Trustee Anthony Addeo
Administrator Brian Harty
Deputy Clerk Barbara Kelly
Attorney Claudio DeBellis (arrived late)
Building Superintendent Stephen Fellman

Mayor Ekstrand opened the meeting at 7:00 p.m.

The following topics were discussed:

- Regularly scheduled business items:
 - Corrections to May 3 minutes page 6, public comment
- Tonight's public hearings/Hearings to be scheduled:
 - 368 Melville Road subdivision:
 - Needs a variance on lot A where they do not meet our setback requirements.
 - A discussion began on if the subdivision would still be decided at this meeting, only approving the subdivision and not the site plan or buildings.
 - Mayor Ekstrand wanted all cars to be parked on the property which they complied with.
 - Trustee Addeo read the code and the application is missing pieces of the requirement.
 - The hearing will be adjourned.
 - Local law for music on Main Street ending at 9:00 p.m.
- Fire Department:
 - New flooring bids to come in
- Building Department:
 - Staller application was not discussed

- Highway Department:
 - Proposed stop signs for Harrison Place at the corner of Maple Street. The Board was okay with it.
- New seasonal hire for building was discussed
- Water Department:
 - HACH contract
- Code Department

CLOSE WORKSESSION – Upon a motion made by Trustee Parisi and seconded by Trustee Addeo, it was,

RESOLVED (**#2022-06-01**), to close the work session and adjourn to the regular meeting at 8:00 p.m.

Respectfully submitted,

Brian Harty – Village Administrator

The regular meeting of the Board of Trustees of the Incorporated Village of Farmingdale was held remotely at 8:00 p.m. on Monday, June 7, 2021.

Present:	Mayor Ralph Ekstrand
	Deputy Mayor William Barrett
	Trustee Cheryl Parisi
	Trustee Walter Priestley
	Trustee Anthony Addeo
	Administrator/Clerk/Treasurer Brian Harty
	Deputy Clerk Barbara Kelly
	Attorney Claudio DeBellis
	Superintendent of Buildings Steve Fellman

Mayor Ekstrand opened the meeting at 8:00 PM with the pledge of allegiance and a moment of silence.

ANNOUNCEMENTS – Mayor Ekstrand made the following announcements:

- The next Board meeting with public comment period will be held on Monday, July 12th, 2021 at 8:00 p.m. Regular Work Sessions will be held on Monday, June 14th, 2021, Monday, June 28th, 2021 and Monday, July 12th, 2021. All meetings will be held virtually, look at the Farmingdale Village website at <u>www.farmingdalevillage.com</u> for further details.
- The following resolutions were approved at the May 17th Work Session:
 - Approved Mayor Ekstrand to sign the 2021/2022 Tax Warrant.
 - Approved a salary increase for Parking Meter Attendant David Rodenburg from \$18.54 per hour to \$21.00 per hour.
 - Amended Bereavement Leave to include three (3) days of bereavement in the event of the death of a grandparent of an employee. This resolution passed by a vote of 4-1.
 - Approved Roadwork Ahead, Inc. as the successful bidder on the Miscellaneous Roadway Improvements Requirements Contract for one year in the amount of \$1,797,000 after analysis and recommendation of Village Engineer Savik and Murray. This contract can be renewed for two additional years with the agreement of both parties.
- The following resolutions were approved at the May 24th, 2021 Work Session:
 - Approved the new contract with Total for monthly managed services at a cost of \$82 for each of the 18 workstations including dark web monitoring and open DNS to safeguard our web usage;

Further resolved to contract to add Datto to the Village Hall's server (does not include the Fire Department), at a cost of \$500 for the unit, \$350 per month or the cloud storage and licensing, and installation of \$750. This will allow the Village to get a quick recovery in the case of hacking or data encryption. Deputy Clerk-Treasurer Kelly reported that the Datto was installed and a clean backup has been saved.

- Approved Fire Department EMS Medical Director Agreement contract for Dr. Jack Geffken at a price of \$3,939.28.
- Resolved to remove a street tree at 17 Ridge Road per the request of the homeowner, on the west side of the driveway.

REGULAR MEETING BUSINESS ITEMS – Upon a motion made by Trustee Priestley and seconded by Trustee Addeo, the following items were, **RESOLVED** (#2022-06-02),

- Abstract of Audited Vouchers #1150 dated June 7, 2021.
- April & May Wire Transfers
- Minutes of Work Sessions of 5/3/21, 5/17/21, 5/24/21 as amended
- Use of Village Property:
 - o None
- Block Party Applications:
 - Darlene Hawes, 51 Jerome Drive, Sunday July 4th from 2:00 p.m. ro 11:00 p.m. Jerome Drive closed between 51-67 Jerome Drive and 88-104 Jerome Drive.
- Tax certiorari's:
 - o None

BUILDING PERMITS – The Board of Trustees accepted the listing of the following building permits issued since last month's meeting:

DATE LO	OCATION CONSTR	RUCTION/COMMENTS ARB C/R		
4/23/21	55 Hillside Rd.	$55 \times 1 \text{ trench } (4) 4 \times 4 \text{ bellhole}$	N/A	R
	National Grid			
	RO21-00004			
4/23/21	23 Puritan Lane	4 x 4 bellhole.	N/A	R
	National Grid			
	RO21-00005			
4/23/21	30 West St.	Install new water main	N/A	R
	Miracle Plumbing			
	PP21-00012			
5/3/21	5 Sherman Rd.	Rear patio and roof as per drawings submitted by	N/A	R
	Paul Iannotta	Michael Franco Architect dated 4/1/21.		
	DB21-00042			

5/4/21	23 Puritan La	New gas line	N/A	R
	Richard & Liz Duda			
	PP21-00013			
5/4/21	254 Prospect St.	Replace existing window and install handicap accessible	N/A	R
	Jamil Paktik	ramp in rear of dwelling and brick paver rear patio		
5 (4/01	DB21-00043		NT/ 4	
5/4/21	170 Bethpage Rd.	Install new 228 s.f. deck in rear yard as per drawings	N/A	R
	Paul Cutter DB21-00044	submitted by Michael Franco Architect dated 4/12/21		
5/4/21	170 Bethpage Rd.	6' PVC fence	N/A	R
J/ 4 /21	Paul Cutter		1 N / A	K
	FP21-00008			
5/4/21	30 West St.	New boiler and hot water heater	N/A	R
	Rajesh Ramjeawan			
	PP21-00014			
5/6/21	122 Staples St.	6' and 4' PVC fence.	N/A	R
	Thomas Nasso			
E /10/01	FP21-00009		NT (1	
5/10/21	182 Grant St.	6' and 5' PVC fence	N/A	R
	Barry Potavin FP21-00010			
5/10/21	207 Melville Rd.	Sewer connection.	N/A	R
5/10/21	Tom Volberg	Sewer connection.	11/17	K
	SWR21-00001			
5/10/21	25 Sherman Rd.	Pool deck as per drawings submitted by ASB	N/A	R
	Jennifer Renneisen	Engineering dated 3/22/21.		
	DB21-00045			
5/10/21	25 Sherman Rd.	12' x 18' semi inground pool as per drawings submitted	N/A	R
	Jennifer Renneisen	by ASB Engineering dated 3/22/21.		
	DB21-00046			
5/11/21	140 Hillside Rd. J & R Trudden	Gas Generator	N/A	R
	PP21-00015			
5/11/21	385 Main St.	Replace existing parking lot.	N/A	С
5/11/21	Rosemary Trudden	Replace existing parking lot.	1 1/ 2 1	C
	DB21-00047			
5/17/21	85 Conklin St.	Install gravel parking lot as per drawings submitted by	Х	R
	Laura Priestley	Green by Design Land Surveyors PLLC dated 8/20/16.		
	DB21-00048			
5/19/21	503 Conklin St.	Sesame Chinese Kitchen signs as ARB approved	Х	С
	Sesame Chinese Kitchen	3/23/21.		
	Inc. SP21 00007			
5/24/21	SP21-00007 115 Thomas Powell	Replace sidewalk.	N/A	R
3/24/21	Diana Vanegas	Replace sidewark.	IN/A	ĸ
	SW21-00003			
5/25/21	18 Hamilton St.	Interior alterations of first floor kitchen and basement	N/A	R
	Ralph Boral	storage as per drawings submitted by Carmelhill		
	DB21-00049	Architects dated 5/24/21.		
5/25/21	497 Main St.	Remove existing interior walls.	N/A	С
	David Kluepfel			
6/1/21	DP21-00002		NT (1	-
6/1/21	147 Hillside Rd.	Replace sidewalk	N/A	R
	Iris & Joseph Gavin SW21-00004			
6/1/21	14 Roxbury St.	6' high white PVC fence.	N/A	R
			1 1/11	1 1

	FP21-00011			
6/1/21	46 Oakview Ave Maria Randazzo-David FP21-00012	6' PVC fence	N/A	R
6/1/21	36 Powell Pl. Scott Aleis FP21-00013	6' PVC fence	N/A	R
6/2/21	65 Hill Rd. Agostino Distefano DB21-00050	Rear one story addition and patio as per drawings submitted by Brian Fiore Architect dated 3/25/21.	N/A	R

PUBLIC HEARING DATES – Upon a motion made by Trustee Priestley and seconded by Deputy Mayor Barrett, it was,

RESOLVED (#2022-06-03), to set the following public hearings for Monday, July 12, 2021 at 8:00 p.m.:

• The Lofts at 333 Main Street, SPA 79 E.L.P. for a 36 unit apartment building with retail

This approval is granted by a vote as follows:

Mayor Ralph Ekstrand	aye
Deputy Mayor William Barrett	aye
Trustee Cheryl Parisi	nay
Trustee Walter Priestley	aye
Trustee Anthony Addeo	nay

Trustee Parisi and Trustee Addeo want to have the hearing in person.

PUBLIC HEARING TO SUBDIVIDE THE PROPERTY AT 368 MELVILLE ROAD – Upon a motion made by Trustee Parisi and seconded by Trustee Addeo, it was unanimously,

RESOLVED (#2022-06-04), to adjourn the hearing until Monday, July 12, 2021 at 8:00 p.m. as the requirements of the code have not been met and their application is now pending the additional information.

PUBLIC HEARING TO AMEND THE PROHIBITED NOISE SECTION OF THE VILLAGE CODE – Upon a motion made by Trustee Parisi and seconded by Trustee Priestley, it was unanimously,

RESOLVED (#2022-06-05), to open the hearing.

The following public comment was made:

- Joe Staudt asked if this replaces time limits in the code. Mayor Ekstrand replied that there was no limit to music in the past.
- Dom Zito is opposed to the noise coming from the Main Street establishments. They have called the police many times due to the noise coming from the businesses. Not acceptable to have music outdoors.
- Ann Crawford said that she can hear the Nutty Irishman after 9:00 p.m., who should she call to enforce it? Mayor Ekstrand said the Nassau County Police will enforce it.
- Randi Zito said the Nutty Irishman is taking advantage since they are doing line dancing outside in the parking lots. She feels that businesses are getting priority and the residents are not being considered.

The Board discussed setting the time limit for residents' parties to 11:00 p.m. and set the limit at 9:00 p.m. for businesses downtown.

The Board wants to add to the law to control the amplification of the music.

Trustee Priestley asked to try it out and if they are not respectful to the neighbors they will be shut down. He asked to go forward to see how it works out.

Upon a motion made by Trustee Parisi and seconded by Deputy Mayor Barrett, it was unanimously,

RESOLVED (#2022-06-06), to close the hearing.

Upon a motion made by Trustee Priestley and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2022-06-07), to amend the prohibited noise section of the Village Code to address music at establishments in the business districts: limits music from 10:00 a.m. to 9:00 p.m. Thursday-Saturday and 10:00 a.m. – 6:00 p.m. on Sunday (acoustic music, unamplified on Sunday), with the following changes: limits are for businesses only, residents are allowed to go until 11:00 p.m.; penalty for violating the time and/or volume can be suspended and the Board can decide how long they are suspended; a permit for any music (inside or outside) is required which demonstrates their acknowledgement of the time/volume restriction and penalty for non-compliance.

RESERVE ACCESS TAX LEVY – Upon a motion made by Trustee Addeo and seconded by Deputy Mayor Barrett, it was,

RESOLVED (#2022-06-08), to create a Reserve Excess Tax Levy which will be funded with the \$24,077.78 in excess PILOT payments over the estimate provided for in the 2021/2022 Budget. This reserve will be funded as the payments are made by Nassau County. This reserve with accumulated interest will be used to reduce the 2022/2023 Tax Levy.

HACH CONTRACT – Upon a motion made by Trustee Parisi and seconded by Trustee Addeo, it was,

RESOLVED (#2022-06-09), to approve a multi-year contract with HACH to provide certain services to the water department for ongoing maintenance of chlorine and PH analyzers and controllers. HACH is a manufacturer certified company. The first year the contract amount is \$4,887 with 2% increases annually in the following two years. Trustee Parisi believes this will save the Village money in the long run.

SALARY INCREASES – Upon a motion made by Deputy Mayor Barrett and seconded by Trustee Addeo, it was unanimously,

RESOLVED (**#2022-06-10**), to approve the 2021/2022 budgeted salary increases for full-time employees.

STOP SIGNS & STOP BARS – Upon a motion made by Trustee Addeo and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2022-06-11), to approve the installation of stop signs and stop bars at the intersection of Harrison Place and Maple Street creating a three way stop intersection.

NEW HIRE - SEASONAL – Upon a motion made by Trustee Parisi and seconded by Trustee Priestley, it was unanimously,

RESOLVED (**#2022-06-12**), to hire Reilly Fellman as a Seasonal Typist-Clerk at a wage of \$15 per hour.

NEW HIRE – FIRE DEPARTMENT – Upon a motion made by Trustee Parisi and seconded by Deputy Mayor Barrett, it was unanimously,

RESOLVED (**#2022-06-13**), to hire Sean Rasdall as a Part-Time, Substitute Firehouse Maintainer at a wage of \$15 per hour.

BEAUTIFICATION – Spring planting is done and DPW is watering them. Thanks to the volunteers for all of their help.

OLD BUSINESS:

- Trustee Parisi asked about the DPW bids they are due on June 17th.
- Deputy Mayor Barrett asked about the windows at Village Hall we haven't seen a proposal yet.
- Deputy Mayor Barrett asked about a leaking window by the court office.

CORRESPONDENCE – None

FAIR HOUSING COMPLAINTS & COMMENTS - None

PUBLIC COMMENT – A discussion began on the following topics:

- Joe Staudt said the beautification looks great.
- Mr. Staudt asked when will Village Hall have in person meetings. The response was that Village Hall has space restrictions since the Governor requires 6 feet of space between participants.
- Dom Zito wants the music to be acoustic every day of the week and not only on Sunday. He also doesn't like that the new code is being less restrictive. Mayor Ekstrand said that the law has already been passed. Mr. Zito said that the law needs to be changed.
- Pat Christiansen:
 - Asked if the Village is going to prohibit marijuana in the Village.
 - Commented on beautification, she said the flowers look amazing.
 - Hopes in person Board meetings come soon.
- Ann Crawford:
 - Asked if there is a schedule for the street sweeper, she hasn't seen one in her neighborhood in three years.
 - There is a dead tree across from 209 Prospect Street, near Weiden Street.
 - Staller plans can they be seen before the meeting?

EXECUTIVE SESSION, upon a motion made by Trustee Priestley and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2022-06-14), to move to Executive Session.

Upon a motion duly made and seconded, it was unanimously,

RESOLVED (#2022-06-15), to reconvene the meeting.

There being no further business, the meeting was adjourned at 10:30 p.m.

Respectfully submitted, Brian P. Harty Village Clerk/Treasurer

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 21, 2021 INC. VILLAGE OF FARMINGDALE

The Work Session of the Board of Trustees of the Incorporated Village of Farmingdale was held remotely at 7:00 p.m. on Monday, June 21, 2021.

Present:	Mayor Ralph Ekstrand Deputy Mayor William Barrett Trustee Cheryl Parisi Trustee Walter Priestley Trustee Anthony Addeo Administrator/Clerk/Treasurer Brian Harty
	Attorney Claudio DeBellis
Absent:	Superintendent of Buildings Steve Fellman

Mayor Ekstrand opened the meeting at 7:00 PM with the pledge of allegiance and a moment of silence.

A presentation was given by Usource about a Community Solar program.

Resolution to approve a contract with P.W. Grosser for System Design and Related Upgrades to our water wells at a cost of \$195,500. Tabled to Monday, June 28, 2021 at 7:00 p.m., pending review by Herman Miller.

BLOCK PARTY – Upon a motion made by Trustee Parisi and seconded by Trustee Priestley, it was unanimously,

RESOLVED (**#2022-06-16**), to approve a request from Bernard Hothersall of 20 Manetto Road to have a block party in front of his home, between Lincoln Street and Pinehurst Road, on Saturday, July 17, 2021 from 1:00 p.m. to 11:00 p.m.

PARKING FEES – Upon a motion made by Trustee Parisi and seconded by Trustee Priestley, it was,

RESOLVED (**#2022-06-17**), to increase the Farmingdale Meat Market's parking back to \$15,000 per year from the \$10,000 currently being billed as of July 1, 2021.

The following topics were discussed:

- Fire Department:
 - Waiting for delivery of chief's car

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 21, 2021 INC. VILLAGE OF FARMINGDALE

MUSIC ON MAIN – Upon a motion made by Trustee Parisi and seconded by Trustee Addeo, it was,

RESOLVED (**#2022-06-18**), to approve Music on Main, to be held on Thursday, August 5, 2021 and Thursday, August 19, 2021 from 4:00 p.m. to 9:00 p.m., with a rain date of Thursday, August 26.

The discussion continued on the following topics:

- Fire Department (continued):
 - Working on getting grant money for flooring & ceiling.
 - Received a \$100,000 grant from the state, thanks to Assemblyman Montesano for his help.
- Building Department:
 - Discussion about the Staller project
- Highway Department:
 - Plantings
 - Security was added to prevent vandals from damaging watering boxes for plants.
- Water Department
 - Meeting with team this week regarding the new water tower.
- Code Department
- Other:
 - Deputy Mayor Barrett complemented Trustee Parisi and the Beautification Commttee on the beautiful flowers and landscaping on Village Green.
 - Village Pops Brad DeMilo is waiting for responses from musicians to see how many will play this summer.
 - Movie Nights No popcorn or food will be provided by the Village this year. July and August dates were discussed, will be resolved at the June 28th work session.

EXECUTIVE SESSION, upon a motion made by Trustee Parisi and seconded by Trustee Addeo, it was unanimously,

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 21, 2021 INC. VILLAGE OF FARMINGDALE

RESOLVED (#2022-06-19), to move to Executive Session.

Upon a motion duly made and seconded, it was unanimously,

RESOLVED (#2022-06-20), to reconvene the meeting.

There being no further business, the meeting was adjourned at 9:45 p.m.

Respectfully submitted,

Brian P. Harty, Village Clerk-Treasurer

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 28, 2021 INC. VILLAGE OF FARMINGDALE

The Work Session of the Board of Trustees of the Incorporated Village of Farmingdale was held remotely at 7:00 p.m. on Monday, June 28, 2021.

Present:	Mayor Ralph Ekstrand
	Deputy Mayor William Barrett
	Trustee Cheryl Parisi
	Trustee Walter Priestley
	Trustee Anthony Addeo
	Administrator/Clerk/Treasurer Brian Harty
	Attorney Claudio DeBellis
	Superintendent of Buildings Steve Fellman

Mayor Ekstrand opened the meeting at 7:00 PM with the pledge of allegiance and a moment of silence.

P. W. GROSSER – Upon a motion made by Trustee Addeo and seconded by Trustee Priestley, it was unanimously,

RESOLVED (#2022-06-21), to approve a contract with P.W. Grosser for System Design and Related Upgrades to our water wells at a cost of \$195,500.

The following topics were discussed:

- Fire Department:
 - Chief's car to be delivered within a week.
 - FD getting pricing for painting apparatus area ceiling and either epoxy coating or new flooring material for the floor.
- Building Department:
 - Robbie Lee Transition to new owner awaiting final IDA signoff. They anticipate closing by the end of July.
 - Peanuts Demolition for new pizza/restaurant
 - Burgerology New sound system, make sure it isn't too loud
 - Schmeltzer/Auto Body Walls need special permits
 - o 441 Main Street "Elsie's Baked Goods" opened
 - Approved for construction Assisted Living on Route 109 may be changing hands

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 28, 2021 INC. VILLAGE OF FARMINGDALE

- O Merritts Road working on checklist for first CO. Record C&R's as well.
- Dark Horse proposed game room upstairs
- o 368 Melville Road Waiting for plan revisions
- Highway Department:
 - Bids for DPW building exceeded Wickes Law Threshold ad needs to be rebid.
 - Clean Conklin St. between Main Street and realtors.
 - Powell & Melville Rd. trim hedges
 - Make sure that irrigation systems are working and for water pots & plants.
- Water Department
 - New "Farmingdale" sign and colors on the new water tank were approved as requested.
 - A general discussion was held regarding reimbursement for pollution equipment through a WIIA grant and legal remedies along with incorporating all technologies for various potential pollutants with the current PWGC studies.
- Code Department
- Other:
 - Signmax is making a presentation "check" for an award ceremony with Assemblyman Montesano.
 - Senator Thomas has offered an additional grant to the Village in the amount of \$200,000. Mayor Ekstrand will follow up and request that it be used for a new ambulance.
 - Sculptures to be donated to the Village by the Brost family, Trustee Parisi is coordinating.
 - Send State DOT letter regarding ROR at corner of Clinton St. and NY 24.
 - Post office maintenance Building Dept. will follow up.
 - Review Dale Drive for entrance hazards
 - Review late night issues with Nassau County PD.

WORK SESSION OF THE BOARD OF TRUSTEES Monday, June 28, 2021 INC. VILLAGE OF FARMINGDALE

EXECUTIVE SESSION, upon a motion made by Deputy Mayor Barrett and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2022-06-22), to move to Executive Session.

Upon a motion made by Trustee Priestley and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2022-06-23), to reconvene the meeting.

There being no further business, the meeting was adjourned at 11:50 p.m.

Respectfully submitted,

Brian P. Harty, Village Clerk-Treasurer



President Michael Polansky

Executive Director Sue Fitzpatrick

Vice President Mindy Davidson

Vice President Carl Grossbard

Treasurer Melissa Altschuler

> Secretary Jaime Pita

Coordinator of Development Ken Carmel

Social Media Coordinator Suzanne Nelson

Director of Logistics Christopher Acord

Creative Directors Susan Cook, Karen Conkling

> Senior Feet Chair Bert Jablon

Director Lazer, Aptheker, Rosella & Yedid Kings Park 15K Steven Toto

Director Jonas Chiropractic Sports Injury Care ASPIRE 10K Heart & Sole 5K Run Karen Schackner

> Director, Long Island Greenbelt 50K & 25K Nick Palazzo

Director, Runner's Edge Long Island Women's Run Jaime Pita

Director Marcum Workplace Challenge Mindy Davidson

Co-Directors Runner's Edge - TOBAY Triathlon Mindy Davidson, Ray Farrell

> Director Ocean to Sound Relay Bob Sherman

Director TOB Town Supervisor's Run Michael Polansky

Co-Directors, Lynn Gartner, Dunne Rob's Run 5K James Murray, Sue Fitzpatrick

Director Steel Equities / Gold Coast Ho Ho Ho Holiday Run SRC 10 Mile Run to the Blue Point Brewery Great South Bay Brewery Runs 15K Run to the Port Jeff Brewing Co. *Ric DiVeglio*

Director Fred von der Heydt Memorial 6 Hour, 60th Birthday Run Myron Bellovin

> Club Coach Ed Melnik

Blood Drive Director Gina Gelman

Scholarship Program Director Erica Gassen

> Membership Director Sherry Bellovin

Trustees-at-Large Alan Baisch Scott Fairgrieve Paul Fetscher Arny Goldstein Saniyyah Greene Lou LaFleur Jossi Fritz-Mauer Rebecca McDonald Glenn Morse Robert Tollin

GREATER LONG ISLAND RUNNING CLUB

101 Dupont Street • Suite 24 • Plainview, New York 11803 • Email: info@glirc.org • www.glirc.org Phone: 516.349.7646 • Fax: 516.349.7647 • Marcum Workplace Challenge: 516.349.7649

2021 JUN 15 A 7:59

June 08, 2021

Incorporated Village of Farmingdale 361 Main Street Farmingdale, NY 11735

Dear Friends:

On Sunday, September 26th, 2021 a major sporting event will once again be held here on Long Island.

The annual Ocean to Sound Relay will involve more than 100 teams of runners, traversing a 50 mile course through Nassau and Suffolk Counties to the finish line at Firemen's Field in Oyster Bay. One of our goals is, of course, to publicize the natural beauties of Long Island.

A portion of our planned route will take us through the Village of Farmingdale (see enclosed course guide) and we would appreciate the permission of the village to do so. We will, of course, be happy to fill out whatever forms are necessary, and to have the village listed as an additional insured party on our comprehensive liability policy. We will also, of course, continue to do everything possible to ensure that the area is "litter free" when the runners and their support crews leave it. By the time the runners reach this point, they will be sufficiently spread out so that you will probably not notice the event at all!

Thanks in advance for your anticipated cooperation. We look forward to hearing from you at your earliest convenience. If you have any questions, please feel free to give us a call at (516) 349-7646.

Best regards 306 Sherara

Bob Sherman Ocean to Sound Relay - Race Director

OCEAN TO SOUND RELAY SEPTEMBER 22, 2019 RUNNER COURSE INSTRUCTIONS LEG 3

GENERAL DESCRIPTION: 6.22 MILESMOSTLY FLAT WITH ROLLING HILLS ON ROUND SWAMP ROAD START: WALKER STREET MASSAPEQUA STATE PRESERVE (NORTH MASSAPEQUA) FINISH: OLD BETHPAGE ELEMENTARY SCHOOL (OLD BETHPAGE)		
0.0 miles	START ON NORTH SIDE OF PARKING LOT OF MASSAPEQUA PRESERVE	
0.05 miles	MAKE RIGHT TURN ONTO THE BICYCLE PATH	
0.35 miles	CROSS N. LINDEN STREET AND CONTINUE ON THE BICYCLE PATH AS IT PARALLELS THE BETHPAGE STATE PARKWAY.	
1.00 miles	0.31 Miles North of Intersection of Bicycle Path and Bicycle Path Extension to Bridge Over Bethpage Parkway	
1.41 miles	CROSS BETHPAGE PARKWAY EXIT RAMP FOR BOUNDARY AVENUE	
2.00 miles	0.24 miles South of Route 24 (Hempstead Turnpike) Entrance/Exit Ramp	
2.24 miles	CROSS BETHPAGE PARKWAY EXIT RAMP FOR ROUTE 24 (HEMPSTEAD TURNPIKE)	
2.94 miles	BEAR RIGHT ONTO EXIT RAMP FROM BETHPAGE STATE PARKWAY TO CENTRAL AVENUE	
3.00 miles	Halfway between Bike Path and Central Avenue on Bethpage State Parkway exit ramp	
3.04 miles	MAKE LEFT ONTO CENTRAL AVENUE AND FOLLOW AS IT CHANGES ITS NAME TO MERRITTS ROAD	
3.43 miles	TURN LEFT ONTO QUAKER MEETING HOUSE ROAD	
4.00 miles	100 feet West of turn to Round Swamp Road	
4.02miles	TURN LEFT ONTO ROUND SWAMP ROAD	
4.75 miles	STAY LEFT ON ROUND SWAMP ROAD AT WINDING ROAD	
5.00 miles	Approximately at end of brick wall 1/4 mile north of intersection of Winding Road and Round Swamp Road	
6.00 miles	150 feet North of Intersection of Haypath Road and Round Swamp Road	
6.18 miles	TURN RIGHT INTO ENTRANCE OF OLD BETHPAGE ELEMENTARY SCHOOL	
6.22 miles	END LEG #3	

6.22 miles END LEG #3---RUN COMPLETELY THRU THE TIMING ZONE (BETWEEN THE CONES) TO THE LAST SET OF CONES WHERE YOUR NEXT LEG RUNNER SHOULD BE LOCATED

6 RECEIVED ON VILLAGE OF FARMINGDALE

USE OF FACILITIES FORM Inc. Village of Farmingdale

2021 JUL - 1 P 1:54

Guidelines for submission of application are as follows:

- 1. Review the Insurance Requirements for use of Village Property, and forward to your insurance carrier for issuance of required certificates. NOTE: The Village Board reserves the right to require alternative liability limits when applicable.
- 2. Complete Application do not leave any blanks.
- 3. Any vendors hired must comply with the insurance requirements of the Village for Independent Contractors/Vendors of residents/groups that are using village facilities.
- 4. Guidelines for submission of application are as follows:

Today's Date: July 15r
Date(s) & Times Requested: <u>August 15th 12-4</u> Facility Requested: <u>Back of Village Green</u>
Facility Requested: Back of Village Green
Name of Organization: Farming date Fire Dept
If not an organization, name of Individual
Nature of Event: Fire Dept Picnic
Will Food be served? <u>Yes</u>
**Will there be rides/inflatables or other vendors - describe and note #3 above? Yes but on Fire Dept parking lot
Group Size:
Person in Charge: Walter Buser James Fernande
Address: 361 Main St
Farmingdale NY 11735
Phone #:

**See Insurance Requirements For Independent Contractors/Vendors of Organizations that are using the Village facilities or property

USE OF FACILITIES FORM Inc. Village of Farmingdale

Guidelines for submission of application are as follows:

- 1. Review the Insurance Requirements for use of Village Property, and forward to your insurance carrier for issuance of required certificates. NOTE: The Village Board reserves the right to require alternative liability limits when applicable.
- 2. Complete Application do not leave any blanks.

Today's Date: <u>Aug. 21202</u> (
Date(s) & Times Requested: Ang. 21 12 - 10 pm				
Facility Requested: USC Of The Parking Spaces (5) Behind				
Name of Organization: Lithology Brewing	- Dritio			
If not an organization, name of Individual				
Nature of Event: MUSIC and Food	_			
Will Food be served? Yes				
**Will there be rides/inflatables? Yes a DUnk Tunk Setup				
Group Size:(00	In our Oyt door			
Person in Charge: Manny Coelho	area.			
Address: 211 A Main St.				
Farmingdale NY 11738				
Phone #:				

* -

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**See Page Two

8 1 :5 V 8- 705 1202 A INCOMINANT TO SOALLIN

Ann Rodenburg

From:	Teresa Tock <ttock@farmingdalevillage.com></ttock@farmingdalevillage.com>
Sent:	Thursday, July 8, 2021 9:48 AM
То:	arodenburg@farmingdalevillage.com
Subject:	FW: Facility Form
Attachments:	image0.jpeg; Untitled attachment 00004.html; image1.jpeg; Untitled attachment 00007.html; Jul 8, Doc 1.pdf; Untitled attachment 00010.html

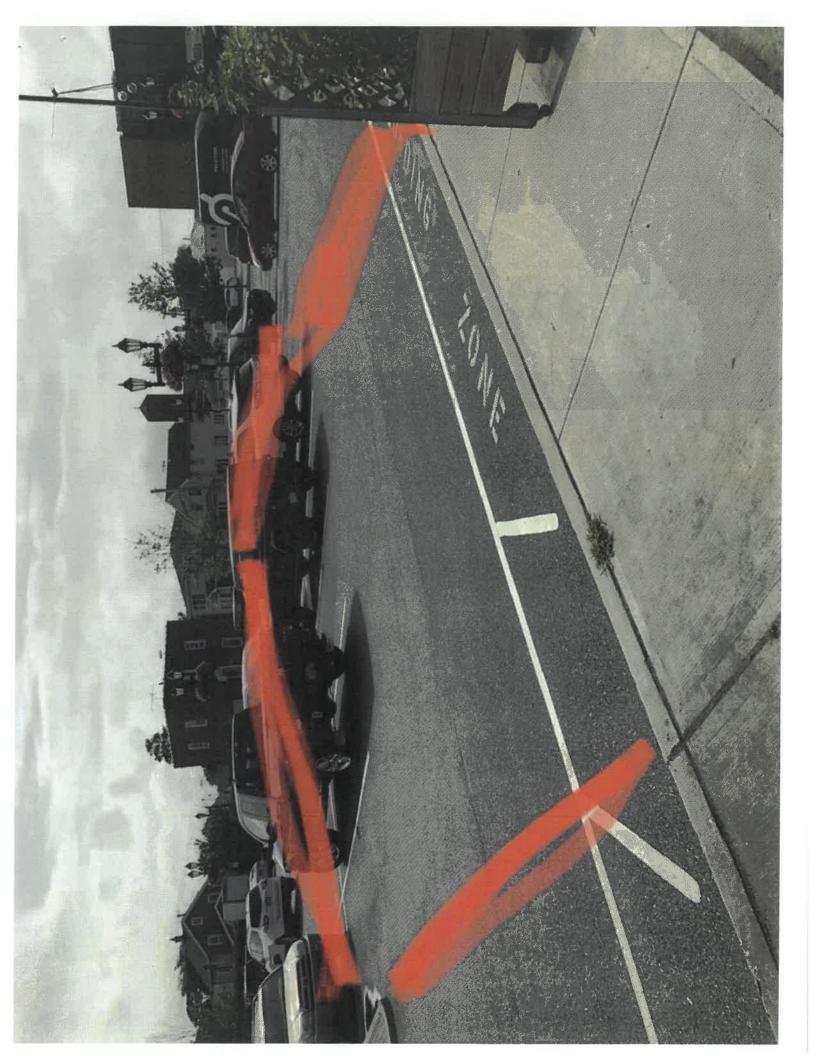
Teresa Tock Account Clerk Village of Farmingdale Phone: (516) 249-0093 x206 ttock@Farmingdalevillage.com

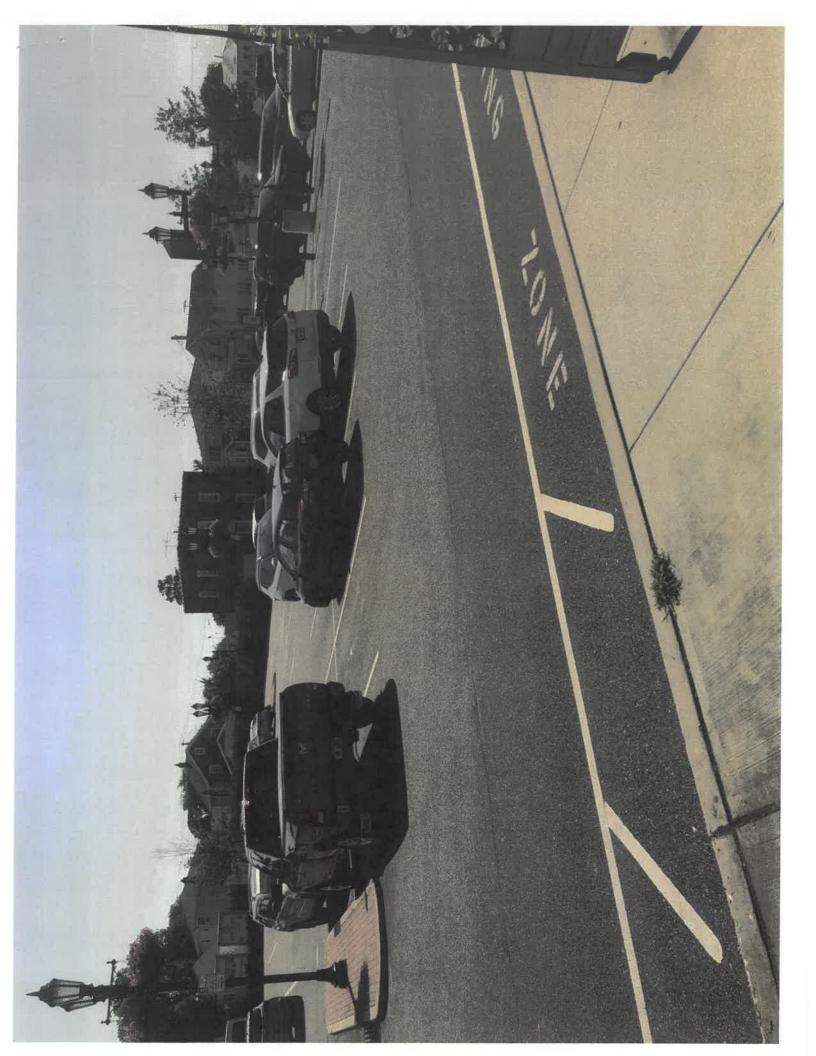
From: Manny Coelho Lithology [mailto:mcoelho@lithologybrewing.com] Sent: Thursday, July 8, 2021 9:41 AM To: Teresa Tock Subject: Facility Form

Teresa,

Below you will find the application for facility use form filled out.

We are requesting use of up to 5 parking spaces and the space from the loading dock to the parking spaces Adjacent to our back patio. For Saturday August 21 12pm-10pm for a Live Music and Food festival. We are thinking of having Chiddy Steaks food truck there to provide food for the event. Please let me know what other info we need to send for this request.





06/10/2021 04:10 5165930297

SCOTTSTONE

LAW OFFICES OF SCOTT STONE PLLC

SCOTT STONE*

VERONICA SYMPSON KRENDEL* OF COUNSEL

* MEMBER NY, CT & DC BARS ** MEMBER NY & CT BARS 340 ATLANTIC AVENUE EAST ROCKAWAY, NEW YORK 11518 (516) 593-0202 (718) 855-5044 Fax (516) 593-0297 E-Mail: scottstonelaw95@gmail.com E-Mail: sstone@scottstonelaw.com Website: www.scottstonelaw.com

MEMORANDUM

LISA MILLER OFFICE MANAGER

KAITLYN GUTMANN PARALEGAL

108 FOREST AVENUE LOCUST VALLEY, NEW YORK 11560 BY APPOINTMENT ONLY

Date: June 10, 2021

To: Brian Harty, Village Administrator Claudio DeBellis, Village Attorney

Fax (516) 249-0355

From: Scott Stone, Esq.

Tax Certiorari Counsel to the Incorporated Village of Farmingdale

Re: Verizon NY v. Assessor, Village of Farmingdale County Sec. 99, Blk. 22, Lot 1, A Sec. 666, BIL. 6, Lot I Premises: Outside Plant Equipment

Several telephone conferences were held with Paul Damato, of Murphy & Lynch, P. C., attorney for petitioner Verizon NY, to negotiate the issues regarding all pending tax certiorari matters against the Incorporated Village of Farmingdale.

The pending tax years are 2010/11 through and including 2018/19. The lots are both outside plant equipment; however,

Lot 1 is not owned by Verizon and was mistakenly billed to Verizon for several years and paid by Verizon (all pending tax years).

The village assessments for the pending tax years are as follows:

Lot 1

\$ 1,296,750 for tax year 2010/11, equalizing to a market value of \$1,296,750 \$ 1,296,750 for tax year 2011/12, equalizing to a market value of \$1,296,750 \$ 1,083,172 for tax year 2012/13, equalizing to a market value of \$1,083,172 \$ 1,083,172 for tax year 2013/14, equalizing to a market value of \$1,083,172 \$ 1,083,172 for tax year 2013/14, equalizing to a market value of \$1,083,172 \$ 1,083,172 for tax year 2014/15, equalizing to a market value of \$1,083,172 \$ 1,083,172 for tax year 2014/15, equalizing to a market value of \$1,083,172 \$ 1,175,468 for tax year 2015/16, equalizing to a market value of \$1,175,468 \$ 1,238,365 for tax year 2016/17, equalizing to a market value of \$1,238,365 \$ 1,599,123 for tax year 2017/18, equalizing to a market value of \$1,599,123 \$ 1,599,123 for tax year 2018/19, equalizing to a market value of \$1,599,123

Page 2

Based on the unusual nature of the property, the Petitioner demanded 100% of all payment in taxes for the erroneous payment of taxes on Lot 1, which was a refund of \$67,800.

Lot 7 is Verizon equipment.

The village assessments for the pending tax years are as follows:

Lot 7

\$	1,043,499 for tax year 2010/11, equalizing to a market value of \$1,043.499
\$ 3	1,043,499 for tax year 2011/12, equalizing to a market value of \$1,043,499
\$:	1,043,499 for tax year 2012/13, equalizing to a market value of \$1,043,499
\$	893,589 for tax year 2013/14, equalizing to a market value of \$ 893,589
\$	363,632 for tax year 2014/15, equalizing to a market value of \$ 363,632
\$	355,866 for tax year 2015/16, equalizing to a market value of \$ 355,866
\$	325,624 for tax year 2016/17, equalizing to a market value of \$ 325,624
\$	337,286 for tax year 2017/18, equalizing to a market value of \$ 337,286
\$	337,286 for tax year 2018/19, equalizing to a market value of \$ 337,286

The Petitioner also demanded an additional \$7,000.00 refund for Lot 7. Accordingly, the total demands would result in a refund of \$71,000.

After reviewing the entire matter, including the fact that the Petitioner has been paying taxes on a property they did not own for all pending tax years (they are only agreeing to refunds for the last three pending tax years in accordance with the settlement), and a conference and negotiations with Petitioner's attorney, I have been able to settle this case subject to the Village Board approval as follows:

- 1. A cash refund for all pending tax years, including 2018/19, in the amount of \$33,000.00 to be paid within 90 days from the date of entry of the Order & Judgment.
- 2. No change in the assessment for any years going forward.

Please confirm that all village taxes have been paid for all tax years under review.

In reviewing this settlement, it is my legal opinion that this is a good and equitable settlement for the Incorporated Village of Farmingdale. I would therefore recommend this settlement to the Village Board.

I would appreciate your presenting this proposed settlement to the Village Board so that we may bring this matter to a final conclusion.

<u>Please notify me in writing as to the decision of the Village Board so that I may take the necessary</u> steps to proceed accordingly.

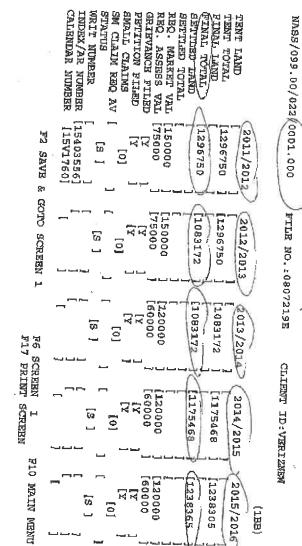
SCOTTSTONE

Page 2

If you have any questions, please contact me.

Very truly yours; Scott Stone

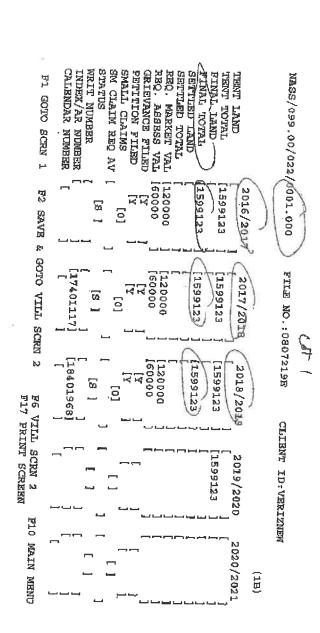
Tax Certiorari Counsel to the Incorporated Village of Farmingdale





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BUILDING DEPARTMENT

TO: Board of Trustees

The following building permit applications have been reviewed by this department and it has been determined that they comply with all zoning and building codes:

DATE	LOCATION	CONSTRUCTION/COMMENTS	ARB	C/R
6/4/21	497 Main St. Kevin Bagnasco DB21-00051	Interior renovations for law offices and exterior parking lot, signage and façade renovations as per drawings submitted by N2 Design & Architecture PC dated 1/13/2021	X	C
6/7/21	765 Fulton St. Paramount Tools SP 21-00008	Size of main sign to be extended on both right and left side as orig. rendering. Make lettering more than 80%. Lights are to extend from building a max of 24". Awning approved as designed, to be 7' $-$ 8' from floor. No lettering on awning. Blade sign approved but not to exceed 1080 square inches. Gateway exception.	X	C
6/7/21	1000 Fulton St. Great American Realty SP21-00009	ARB aproved as submitted on 5/25/21.	X	C
6/16/21	150 Oakview Ave Erin Peteani DB21-00052	Inground swimming pool as per drawings submitted by Andrew Braum P.E. dated 4/30/21.	N/A	R
6/16/21	35 Heisser La John Croke DP21-00003	Demolition of House	N/A	R
6/17/21	51 Duane St Herman & Kathi Mansbart DB21-00054	Install 24 roof mounted solar panels as per drawings submitted by James Stout Architect dated 5/19/21.	N/A	R
6/17/21	237 Cherry St. Warren Soper FP21-00014	6' wood stockade fence.	N/A	R
6/17/21	202-204 Main St. Chris Werle DP21-00004	Interior demoltion.	N/A	С
6/17/21	44 Weiden St. Barbara Becker DB21-00055	960 s.f. second floor addition as per drawings submitted by Kurt Jacobs Architect dated 5/17/21.	N/A	R
6/21/21	60 Grant Ave Maria Nuzzo PP21-00016	Tank Abandonment	N/A	R
6/21/21	19 Maple St. National Grid RO21-00006	One 4 x 4 bellhole to install gas service	N/A	R
6/21/21	324 Melville Rd. Alicia Psillos	Inground sprinkler	N/A	R

	PP21-00017			
6/22/21	35 Prospect St. Robert Schumacher DB21-00053	Maintain old permit #DB02-43, first and second floor additions.	N/A	R
6/22/21	55 Hillside Rd. Austin Catania PP21-00018	Oil to gas conversion	N/A	R
6/22/21	45 Merritts Rd Philip Cadieux DB21-00057	Install HVAC system	N/A	R
6/22/21	974 Fulton St. 974 Fulton St. LLC PP21-00019	Pressure test	N/A	С
6/23/21	42 Sherman Rd. Robert Schumacher DB21-00056	Maintain fence permit #99-32 & Permit #779 New porche	N/A	R
6/23/21	26 Ridge Rd. Robert Russolere DB21-00058	Replace all existing windows	N/A	R
6/23/21	18 Hamilton St. Ralph Boral PP21-00020	Washing machine in cellar	N/A	R
6/23/21	The Loft at 231 Main St. 231 Main St. DB21-00059	Remodel vacant store with new bathroom, dropped ceiling and lighting as per drawings submitted by Shahla Nabavi Architect dated 6/1/21.	N/A	С
6/23/21	125 Elizabeth St. Michael Montuori FP21-00015	6' Stockade fence in rear yard.	N/A	R
6/23/21	53 Jefferson Rd. John Paul Balucan DB21-00060	Roof dwelling with solar roof tiles.	N/A	R
6/23/21	972 Fulton St. Hartmanns Plumbing PP21-00021	Pressure test for gas meter	N/A	С
6/23/21	70 Van Cott Ave Farmingdale Public Schools PP21-00022	Water supply installation 4" meter x 2. Fire & Domestic	N/A	С
6/23/21	50 Hill Rd. Ronald Bugione DB21-00061	Install masonry retaining wall approximately 70' along the west property line.	N/A	R
6/23/21	55 Laurel St. Diane Powers DB21-00062	Four piece bathroom renovation as per drawings by Allure Home Improvements.	N/A	R
6/23/21	453 Main St. Bohan Family Trust DB21-00063	Convert second floor office space to an apartment as per drawings submitted by Impact Architecture dated 2/5/21.	N/A	R

6/25/21	297 Main St. Simpli Smiles SP21-00010	Sign ARB approved as presented on 6/22/21. Add gold leaf border. Small sign also approved in back of property. Awning approved to be same height as awning on adjacent thrift store.	X	С
6/29/21	46 Oakview Ave Darrell Daves DB21-00064	Enlarge driveway as per Planning Board submission and approval	X	R
6/30/21	33 Linwood Ave Bob & Pat Lerner DB21-00065	Convert half of existing garage to laundry room as per drawings submitted by Danielle James Reinhart Architect dated 6/22/21.	N/A	R
7/1/21	39 Harrison Pl Jon Addis FP21-00016	PVC fence approved as submitted	N/A	R
7/1/21	9 Fuschetto Ct Alicia Latchman FP21-00017	Vinyl 6' PVC fence. Note: No fence permitted in front yard.	N/A	R
7/6/21	125 Secatogue Ave Tom Kiernan DB21-000066	Restaurant with seating for 86	N/A	С

	ADJUSTMENTS
General Ledger	SUMMARIZED BUDGET

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Period 01 - 12 Fiscal Year 2021

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	Description	HISTORIAN 400 CONTRACTUAL SERV	HISTORIAN	CELEBRATIONS .100 PERS SERVICE	CELEBRATIONS	ZONING	ZONING	PLANNING ADD CONTRA CTUAL GEBY	PLANNING	REFUSE & COLLECTION .400 CONTRACTUAL SERV	REFUSE & COLLECTION	STREET CLEANING .100 PERS SERVICE	.400 CONTRACTUAL SERV STREET CLEANING	STATE RETHREMENT 800 EMPLOYEE BENEFITS	STATE RETIREMENT	FD SERVICE AWARD .800 EMPLOYEE BENEFITS	FD SERVICE AWARD	SS/MEDICARE 800 FMPI OVEF RENEET'S	SSMEDICARE	WORKER'S COMP 200 EMPLOYEE RENEFITS	WORKER'S COMP	UNEMPLOYMENT INS .800 EMPLOY HE BENEFITS	UNEMPLOYMENT INS	DISABILITY BENEFITS	DISABILITY BENEFITS	HOSPITAL & MEDICAL INS .800 EMPLOYEE BENEFITS	HOSPITAL & MEDICAL INS	DENTAL INSURANCE .800 EMPLOYEE BENEFITS	DENTAL INSURANCE
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LISCAL I CAL 7071	Department	7510	7510	7550	7550	9108	8010	8020	8020	8160	8160	8170	8170	9010	9010	9025	9025	9030	9030	9040	9040	9050	9050	9055	9055	9060	9060	1906	1906

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Encumbered Avail/Uncollect Description	0.00 37.12 New sweener lease	1.90 IO New Sweener lesse	58.94		0.00	0.00	28 506	245.86	73 417,462.06		
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Adjusted Budget]	\$ 1,050,000.00 \$ 1,050,000.00 \$ 146,525.00 \$ 146,487,88	\$ 270,515.00 \$ 33,697.00	3,491.00 \$ 1,500,737.00 \$ 1,500,678.06	4	 	• • • •9	\$ 82,000,00	s 82,000.00	334,291.00 \$ 6,884,262.31 \$ 6,245,420.52 \$ 221,379.73		
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rior Yr Incumbrance Budget	5 - \$ 1,050,0 \$ 133,6	, ,	5 - \$1,48		• •	1	59 1	-	\$ 214,650.31 \$ 6,549,971.31 \$ 324,800.00 \$		
Prior Yr Adopted Encumbrance Budget	s - s 1.	\$ 270,515.00 \$ - \$ 270 \$ 32,305.00 \$ - \$ 32	S 1,486,446.00 S - S 1,48	بب ب ب	• • • • • • • • • • • • • • • • • • •	s - s - s	يم جو جو	s . s	\$ 6,335,321.00 \$ 214,650.31 \$ 6		ADJUSTMENT
	L \$ 1,050,000.00 \$. \$ 1, iC \$ 133,626.00 \$ \$	• • •	•	BOND ANTICIPATION NOTES 600 DEBT PRINCIPAL 50 - 5 - 5	.700 DEBT INTEREST \$ 5 - 5	BOND ANTICIPATION NOTES 5 - 5	XFR CAPITAL RESERVE .900 INTERFUND XFBRS \$ - \$ 5	XFR CAPITAL RESERVE \$ - S - S	69	RESOLUTIONS FD Reserve	TUCTL FUND BALANCERESERVE ADJUSTMENT
Adopted	.600 DEBT PRINCIPAL \$ 1,050,000.00 \$ 5 1, .607 CAP LEASE PRINC \$ 133,626.00 \$.700 DEBT INTEREST \$ 270,515.00 \$ - \$.707 CAP LEASE INT \$ 32,305.00 \$ 5	\$ 1,486,446.00 S	0608 BOND ANTICIPATION NOTES 0608 600 DEBT PRINCIPAL 5 5 5		0708 BOND ANTICIPATION NOTES 5 - 5	0908 XFR CAPITAL RESERVE 0908 . 300 INTERFUND XFERS 5 - \$	0908 XFR CAPITAL RESERVE \$ - S - S	\$ 6,335,321.00 \$	BOT MEETING RESOLUTIONS FD Reserve	TOTAL FUND BALANCERESERVE ADJUSTMENT

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-								Merrick Uhility booster pump replacement, other							
Encumbered Avail/Uncollect Description	2,146.68 2,146.68	764.00 764 m	356.62 356.62	20,900.00 20 9010 00	2,956,02 5,372,82 8,328,84	68.38 68.38	213.91 213.91	138.09 112.38 Merrick Uti	гераіт. 250.47	46.73 46.73	42.26 42.26	15.73 15.73	0.0	595.00 595.00	29.02 29.02
Incumbered	і і 60.69	· ·		ு . அத			\$ 6,925.55 \$ 6,925.55	69	, 8	· ·	• •	i ≋ ı	69 69 1	۰. دی دی	3 .
End Bal I	\$ 37,853.32 \$ 37,853.32	\$ 1,886.00 \$ 1.886.00	1,143.38		<pre>\$ 154,600.98 5 \$ 26,027.18 \$ 180,628.16 3</pre>	\$ 140,931.62 \$ 140,931.62	\$ 193,660.54 \$ 193,660.54	\$ 223,428.91 \$ 170,218.62	\$ 393,647.53	\$ 57,528.27 \$ 57,528.27	28,457.74 28,457.74	14,184.27 14 ,18 4.27		(95.00) (95.00)	108,020.98 \$
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tments	· ·	69 69 · I	• • • • • •	(4,100.00) \$ (4,100.00) \$	4 4 A A	ын , ,		- \$ 57,831.00 \$	57,831.00 \$	4,100.00 \$ 4,100.00 \$, i	1 1		ы, ы, , ,	ю. · ·
7/12/2021 Prior Adjustments Adjus	65 65 1	69 69 I	60 69 1	69 69 I	9 9 9 9 1	10,000.00 \$ 10,000.00 \$	20,000.00 \$ 20,000.00 \$	5,000.00 \$ 4,000.00 \$	9,000.00 \$	69 69 1	(1,000.00) \$ (1,000.00) \$	(3,200.00) \$ (3,200.00) \$	69 183 1	ы ы 1	(27,600.00) \$ (27,600.00) \$
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	40,000.00 40,000.00 \$	2,650.00 2,650.00 \$	1,500.00 1,500.00 \$	25,000.00 \$ 25,000.00 \$	157,557,00 31,400.00 188,957.00 S	131,000.00 131,000.00 \$	180,800.00 180,800.00 \$	218,567.00 108,500.00	327,067.00 S	53,475.00 \$ 53,475.00 \$	29,500.00 29,500.00 \$	17,400.00 17,400.00 \$	99 16 - 62	500.00 500.00 \$	135,650.00 135,650.00 \$
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Description WATER FUND	UNALLOCATED INSURANCE 400 CONTRACTUAL SERV UNALLOCATED INSURANCE	MUNICIPAL ASSOC DUES .400 CONTRACTUAL SERV MUNICIPAL ASSOC DUES	MTA TAX .400 CONTRACTUAL SERV MTA TAX	CONTINGENCY .400 CONTRACTUAL SERV CONTINGENCY	WATER ADMINISTRATION 100 PERS SERVICE 400 CONTRACTUAL SERV WATER ADMINISTRATION	WATER SUPPLY 400 CONTRACTUAL SERV WATER SUPPLY	WATER PURIFICATION 400 CONTRACTUAL SERV WATER PURIFICATION	WATER TRANSMISSION .100 PERS SERVICE .400 CONTRACTUAL SERV	WATER TRANSMISSION	STATE RETIREMENT .800 EMPLOYEE BENEFITS .81ATE RETIREMENT	SS/MEDICARE .800 EMPLOYEB BENEFITS .SS/MEDICARE	WORKER'S COMP .800 EMPLOYEE BENEFITS WORKER'S COMP	UNEMPLOYMENT INS .800 EMPLOYEE BENEFITS UNEMPLOYMENT INS	DISABILITY BENEFITS .800 EMPLOYEE BENEFITS DISABILITY BENEFITS	HOSPITAL & MEDICAL INS .800 EMPLOYEE BENEFITS HOSPITAL & MEDICAL INS
Department OBJ F00	0490 0490 0490	0416 0417 0417	0400 0400 0400	0477 0477 0477	0101 0106 0499 0499	0420 0424 0424	0424 0456 0456	0101 0104 0499	0499	0804 0816 0816	0804 0816 0816	0804 0816 0816	0815 0815 0815	0804 0816 0816	0804 0830 0830
Depa F00	01910	1920 1920	1980 1980	1990 1990	8310 8310 8310	8320 8320	8330 8330	8340	8340	9010 9010	9030 9030	9040 9040	9050 9050	9055	0906

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0BJ	Description DENTAL INSURANCE	Adopted	Prior Yr Encumbr	Prior Yr Encumbrance Budget	Budg	tet	2/1/2021 Adjustments		4/5/2021 Adjustments	7/12/2021 Adjustments		Prior Adjustments	Adjusted Budget	F	End Bal	ßaJ	Encur	nbered	Encumbered Avai/Uncollect Description
.800 EMPLOYEE BENEFITS DENTAL INSURANCE	ee Benefits Rance	\$ 9,100.00 \$ 9,100.00	0 8 0 8	• •	69 69	9,100.00 9,100.00	¢,	60 1		69	5 55 1	8.8	6 60	9,100.00 9,100.00	69 69	6,893.99 6,893.99	69 69		2,206.01 2,206.01
DEBT SERVICE .600 DEBT PRINCIPAL	ICE LINCIPAL	\$ 211,541.0	\$		69	211,541.00				\$ (6,500.00)	\$ (00)	,	\$ 205	205.041.00 \$		205.000.00	4		41 PM
.607 CAP LEASE PRINC	ASE PRINC	\$ 6,541.00	0		64	6,541.00					69	•	\$	6,541.00		6.540.27	•		00171
.700 DEBT INTEREST	VTEREST	\$ 197,003.0	\$ 0	•	\$	97,003.00				\$ (700	\$ (00.001)		\$ 196	196.303.00	-	195,900.06	64	,	402 94
.707 CAP LEASE INT	ASE INT	S 1,101.0	0		69	1,101.00					64		-	1.101.00	-	1,100.13	,		
DEBT SERVICE	/JCE	\$ 416,186.0	0 S	•	ф 65	116,186.00	\$9	\$	•	\$ (7,200.00)	5 (00)	•	\$ 408	408,986.00	649	408,540.46	69		\$ 443.94
WATER FUND	QN(S 1,553,985.00 \$	s 0	4,800.00	\$ 1,5	4,800.00 \$ 1,558,785.00 S	s	ب	57,831.00	\$	ب	57,831.00		,616.00	\$ 1,5	\$ 1,616,616.00 \$ 1,573,281.26 \$		6,925.55	36,407.59
UNRESERV	UNRESERVED FUND BALANCE							°	(57,831.00)		69	57,831.00	_						
TOTAL FU	TOTAL FUND BALANCE/RESERVE ADJUSTMENT	VE ADJUSTMENI	-				s		(57,831.00)	69	\$	57,831.00	-						



This Community Solar Buying Service Agreement, including Attachments A, B, and C, (collectively, "Agreement") is entered into by and between Usource, L.L.C., a Delaware limited liability company ("Usource"), and <u>Village of Farmingdale</u> ("Client"), and will be effective as of the Effective Date set forth in the signature block. Usource and Client are collectively referred to as the "Parties".

Client wishes to engage Usource to act as Client's consultant in connection with Client's participation in a community solar program pursuant to the terms and conditions set forth herein.

In consideration of the promises contained in this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. Rights and Obligations of Client

- a) During the term of this Agreement, Client hereby appoints Usource as its exclusive broker for the solicitation of community solar resources on Client's behalf and in connection therewith grants Usource the exclusive authority to solicit community solar supply contracts on behalf of Client for those accounts which Client has designated to Usource ("Accounts"), as set forth on Attachment A, attached hereto and incorporated herein. In performing services for Client, Usource will be acting at all times as an independent contractor and not as an agent or employee of Client. Nothing contained in this Agreement will place the Parties into a relationship of partners, joint ventures, principal-agent, or employer-employee, and neither party will have any right to obligate the other in any manner whatsoever, nor represent to third parties that it has any right to enter into any binding obligation on the other party's behalf, except as otherwise expressly agreed in writing.
- b) Client agrees to make available to Usource upon its request information regarding Client's creditworthiness and historical and projected energy requirements (collectively, "Client Data") to enable Usource to perform community solar brokerage and consulting services for Client hereunder, including but not limited to: (i) Client's tax identification number; (ii) Copies of recent utility bills for each Account; (iii) Signed authorization form(s) to access utility historical usage; (v) Client's current energy supplier; (vi) Copy of existing supplier agreement; (vii) date that Client wants to begin receiving community solar, (viii) historical usage, (ix) planned future usage, and (x) audited financials (if required by a community solar developer).
- c) Client authorizes Usource to discuss with the utility and or supplier on behalf of Client issues pertaining to energy supply, transmission, transportation, distribution, and billing services.
- d) Clients agrees to forward to Usource all proposals received directly from each community solar supplier related to the delivery of community solar during the term of this Agreement and to instruct such community solar supplier that Usource has been engaged to procure community solar on behalf of the Client.
- e) Client, at its sole discretion, will enter into community solar supply contract(s) directly with supplier(s). Usource shall not be a party to any such community solar supply contracts.
- f) Client represents and warrants that Client is not under a contractual obligation to participate in a community solar program from, by, or through any third-party with respect to the Accounts for the period of time designated by Client to Usource hereunder.
- g) Client represents and warrants that it has all requisite power and authority to enter into and perform under this Agreement and that this Agreement is enforceable against Client in accordance with its terms.
- h) Client acknowledges that Usource will collect a transaction fee from community solar suppliers for community solar supply contract(s) brokered by Usource and executed by Client. Client agrees that should Client consummate a community solar participation agreement for one or more of the Accounts which agreement is not brokered by Usource without first terminating this Agreement in accordance with section 3 herein, Client shall pay to Usource the fee which Usource otherwise would have collected.
- i) Client agrees to keep the terms and provisions of this Agreement, as well as any subsequent community solar participation agreement(s), confidential except to the extent required by law to disclose such information.

2. Rights and Obligations of Usource

- a) Usource agrees to perform the Services as more fully described in Attachment B, attached hereto.
- b) Usource and Client may agree to have Usource provide additional energy-related products and services, the scope and price of which would be set forth in a detailed Attachment C, executed by both parties, an example of which is attached hereto. If no such detailed Attachment C is executed by the parties and attached hereto, Usource shall not be required to provide any additional products or services.

- c) Usource represents and warrants that it has all requisite power and authority necessary to enter into and perform this Agreement, and that this Agreement is enforceable against Usource in accordance with its terms.
- d) Usource is acting solely as a broker for Client under this Agreement and shall have no liability for any failure or alleged failure of any supplier to perform any or all of its obligations under a community solar participation agreement between Client and such supplier.

3. <u>Term and Termination</u>

- a) The term of this Agreement will begin on the date Usource executes it and expire on 6/25/2021, subject to the earlier termination in Section 3(b) below ("Initial Term"). The Initial Term will be automatically be extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Initial Term, that the Agreement will not renew after such expiration ("Renewal Term"). The first Renewal Term, if any, and each Renewal Term thereafter, if any, will automatically be extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Renewal Term". The first Renewal Term, if any, and each Renewal Term thereafter, if any, will automatically be extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Renewal Term, that the Agreement will not renew after such expiration. The Initial Term, along with the Renewal Terms, if any, shall collectively be referred to as the "Term" of this Agreement. Notwithstanding the foregoing provisions, the Term shall be automatically extended if, and to the extent, the expiration date (if any) for Services under a SOW falls after the end of the expected Term.
- b) Either party may terminate this Agreement at any time, with or without cause upon ninety (90) days non-electronic written notice.
- c) Notice to Client or Usource shall be sent to the applicable address provided in the signature block.
- d) Notice of termination shall be delivered by hand delivery or overnight courier and shall be deemed effective upon the date of delivery indicated on the delivery receipt.

4. LIMITATION OF LIABILITY

- A) USOURCE'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, AND THAT OF USOURCE'S AGENTS, REPRESENTATIVES, AND EMPLOYEES, IS LIMITED TO THE AMOUNT OF UP TO TWELVE (12) MONTHS OF THE FEES COLLECTED BY USOURCE WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL USOURCE HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSSES RESULTING FROM CHANGES TO ENERGY COSTS, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, REVENUE, TIME OR GOODWILL.
- 5. Jury Trial Waiver
 - a) THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY USOURCE HEREUNDER.
- 6. No Promise or Guaranty of Savings or Reduction; Disclaimer of Warranty
 - a) USOURCE does not make, and nothing herein shall be construed as making, any guaranty, promise, warranty, or representation that Client will experience savings or reduce its energy consumption with respect to any services in this Agreement. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, USOURCE disclaims all WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES. Savings and reductions in costs and usage are dependent upon a number of factors outside of USOURCE's control, including market commodity prices, changes in regulations, taxes and tariffs, cost of transmission, transportation and distribution of energy by pipelines and utilities, Client's creditworthiness, Client's operations and usage behavior.

7. Market Risk Disclaimer

a) Notwithstanding any provision in this Agreement to the contrary, the following terms apply: Client makes its own independent decision to procure community solar, develop its risk policy and tolerance to market price risk, enter into community solar supply agreements and to execute community solar purchases thereunder. Client acts on its own account to determine if any such purchase is financially appropriate for it regardless if that determination is based on its own judgment or on any advice Client may obtain from third parties (including USOURCE). Client is not relying and shall not rely on communications, information, or explanations of any type from USOURCE, as trading advice, legal advice, investment advice or an endorsement to take any specific action or withhold action. No communication from USOURCE, regardless of form, is an assurance or guarantee as to the expected results under the Agreement. Neither Party acts as a fiduciary or advisor to the other Party with respect to the Agreement or its underlying purchases.

owners, directors, officers, employees and affiliates shall not be liable in tort, contract or otherwise to Client or any third party for the use, dissemination or reliance on the services, information, and/or advice provided.

8. Additional Energy Related Products.

a) Client authorizes Usource to use and disclose to any affiliate(s) of Usource, and any of their third party service providers, any Client Data on a confidential basis for the purpose of potentially providing to Client and any of Client's affiliates opportunities to purchase energy-related products or services.

9. General Matters

a) No waiver of any provision hereof shall be valid except to the extent set forth in a non-electronic writing by the party giving the waiver. No such waiver will constitute a waiver of any other provision or constitute a continuing waiver unless expressly provided. Any provision of this Agreement held to be invalid, illegal or unenforceable will be severed from this Agreement without affecting the validity, legality or enforceability of the remainder of this Agreement. Termination of this Agreement in no way shall restrict Usource from collecting any fees from an community solar supplier for community solar supply contracts brokered by Usource and executed by Client prior to termination. This Agreement constitutes the entire understanding of the Parties with regard to the subject matter hereof and supersedes all prior agreements. This Agreement shall be governed by the internal laws of the State of New York. Each party hereby designates the New York state courts of competent jurisdiction or the United States District Court for the Southern District of New York as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in the Borough of Manhattan, New York.

Usource, L.L.C.	Client:	
By: (Signed)	By:	Click here to enter text. (Signed)
Name: (Printed)	Name:	(Printed)
Title:	Title:	
Effective Date :	Dated:	
Usource, L.L.C. One Liberty Lane East, #220 Hampton, New Hampshire 03842	Address	:
Attention: Managing Director	Tax ID:	
	DUNS N	lumber:

(please use additional copies of Attachment A if more lines are needed)

Village of Farmingdale Client

The following accounts are designated to Usource:

То

Service Location

Account Number (or POD ID#)

Electricity/Natural Gas

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Client Initials: _____ Date: _____

Attachment B

Scope of Work and Services

This Scope of Work and Services dated as of 6/25/2021 (the "SOW Effective Date") (as it may be amended from timeto-time, the "SOW"), has been executed pursuant to the Community Solar Consulting Service Agreement, which became effective as of (the "Agreement"), by and between Usource, L.L.C. ("Usource") and Village of Farmingdale ("Client"). Usource and Client are each referred to as a "Party", and collectively as the "Parties". All terms, conditions and provisions of the Agreement are expressly incorporated herein by reference, and Usource's performance of the Services described in this SOW are subject to the terms, conditions and provisions of the Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to such terms in the Agreement.

Scope of Work and Services: Usource shall assist Client with the following Scope of Work and Services. Usource will solicit proposals from selected contractors on behalf of Client and evaluate the bids received in response to the solicitation as described below. Usource will help Client evaluate the Community Solar Program and, if feasible, help secure bill credits under the program by performing the following Services:

- Educate Client on the Community Solar Program available in their state and utility
- Advise on the benefits and risks of the program
- Develop a Request for Proposal (RFP) to solicit proposals from community solar providers
- Distribute RFP to select group of well-qualified vendors
- Manage communications with vendors and answer questions as needed
- Analyze RFP responses and create a summary report for Client
- Consider key proposal terms, such as:
 - Price
 - o Tenor
 - Termination provisions
 - Other provisions impacting risk
- Review and assist Client in selecting Vendor based on key criteria, including:
 - Overall experience and similar qualifications
 - Market specific experience permitting, zoning, interconnection, etc.
 - Financing capabilities
 - Confidence in project execution
 - o General risk assessment
- Quantify and qualify the value of the offer, highlight any risk
- Meet with Client as necessary to review offers and assist in selecting a vendor
- Review vendor contract and commercial terms with customer (as business advisor, not legal counsel)

Deliverables: The Parties agree to the schedule below for the major events of the RFP process. Any documents or reports due to Client from Usource shall will be delivered by the dates set forth below (collectively, the "Deliverables"):

• Schedule to be determined at a later date and mutually agreed upon by Parties.

Fees, Invoices and Payment: Usource will not invoice Client a Fee for using Usource's services to consummate a community solar supply agreement hereunder. Usource's Fee will be paid by the winning Vendor and all Fees will be transparent to all participants in the RFP process.

Acceptance: A duly authorized representative of each Party has executed this SOW effective as of the SOW Effective Date.

Usource, L.L.C.	Client (Village of Farmingdale)		
Ву:	By:		
Name:	Name:		
Title:	Title:		
Effective Date:	Date:		

Attachment C

Client

If Client chooses additional services, the scope and associated cost for the services will be defined in a signed Attachment C or in a separate written, signed agreement.

Example services that can be provided or sourced by Usource,

- Electricity and natural gas procurement
- Peak Load Management
- Demand Response
- Renewable Energy Credits
- Distributed Energy Resources, such as solar and CHP
- Energy Efficiency projects such audits, lighting and HVAC replacements
- Utility Invoice Management
- Other energy related consulting services

You may reach Usource anytime by emailing <u>MyAdvisor@UsourceEnergy.com</u>

New Hampshire clients may call the Consumer Affairs Division of the NH Public Utilities Commission at 1-800-852-3793 if they have questions about their rights and responsibilities.

This Agreement is made as of this _____ day of ______, 20____ ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 ("**PRC**"), and the Village of Farmingdale, a New York municipal corporation, with an address at 361 Main Street, Farmingdale, NY 11735 ("**COMMUNITY**").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the COMMUNITY can properly address violations of the COMMUNITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

WHEREAS, PRC shall also provide COMMUNITY with administrative Payment Assistance Services ("PAS") if requested by the COMMUNITY to facilitate payment of late fees, charges, fines and penalties as defined under the COMMUNITY's Ordinance from Registrants or other responsible parties to help the COMMUNITY fulfill the purpose and goals of the COMMUNITY's Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

a. PRC will cite the COMMUNITY's Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means in accordance with the Key Policy Requirements as outlined in Exhibit "A". PRC will electronically provide for registration of Properties in violation of Ordinance.

- b. PRC will pay for the expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. In any case where the responsible party is unable or refuses to provide an email and/or cellular phone that can be used for verification of information or confirmation of registration PRC is entitled to deduct an additional \$25.00 confirmation fee to cover PRC's expenses associated with obtaining the information through other means. COMMUNITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the COMMUNITY for each Registrant even if the COMMUNITY or any third-party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c). PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the COMMUNITY under the Ordinance and undertake to provide qualified attorney representation as may be required under the Ordinance

or the relevant regulatory authority in each COMMUNITY that has entered into this Agreement with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Only in the event that judicial proceedings shall be necessary after the conclusion of all PAS may a qualified attorney be engaged by PRC or the administrative group engaged by PRC for the sole purpose of that judicial matter. The COMMUNITY delegates to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of COMMUNITY for the payment of registration fees, charges, fines and penalties due to the Community under the Ordinance for registration obligations that have ended with a balance due.

- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.
- 3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party

may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.

- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
- 4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. Key Policy Requirements
 b. COMMUNITY Ordinance No. _____, entitled "______", dated: ______.
- 5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
- 6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
- 7. AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS. PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
- 8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to

assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY:	Village of Famingdale
	361 Main Street
	Farmingdale, NY 11735
	Telephone No. (516) 249-0093
	Attention:

PRC: David Mulberry, President/CIO 2725 Center Place Melbourne, FL 32940 Telephone No. (321) 421-6639 Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.
- 11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but

not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

- 12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
- 13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
- 14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
- 15. FORCE MAJEURE. Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
- 16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
- 17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 18. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
- 20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

- 21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
- 23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
- 24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
- 25. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF FARMINGDALE, NEW YORK

Date:_____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Property Registration Champions, LLC 2725 Center Place Melbourne, FL 32940 Date:_____

Exhibit "A"

Key Policy Requirements

Foreclosure:

Ordinance No.

ance NO.	
Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant
Triggers	- REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property	N/A
Exemptions	
Refund Policy	A non-refundable semi-annual registration and renewal fee per the
	ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for
	any and all previous unpaid fees, fines, and penalties.
Effective/Start	
Date for	
Registrations	

ⁱ NOD – Notice of Default ⁱⁱ LP – Lis Pendens ⁱⁱⁱ REO – Real Estate Owned