

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES



AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538
914-834-6230
WWW.LARCHMONTNY.GOV

Village Board of Trustees Meeting

Monday, September 29, 2025 – 7:30 PM

Village Hall Courtroom

120 Larchmont Avenue, Larchmont, NY 10538

The Board will convene at 5:30 PM in a Work Session in the Second Floor Conference Room. All meetings are recorded and broadcast on LMC-TV, Channel 76 (Cablevision) or Channel 35 (Verizon). If you have a disability and require a reasonable accommodation to fully participate in this meeting, please contact the Village Clerk's office via email at villageclerk@larchmontny.gov or telephone 914-834-6230 to discuss your accessibility needs.

Roll Call

Pledge of Allegiance

Mayor's Comments

Village Administrator's Report

Village Attorney's Report

Village Treasurer's Report

Police Chief's Report

Fire Chief's Report

Trustees' Comments

- Appointment of Co-Chairs of the Climate Smart Communities Task Force

Agenda Items

- Appointment of Police Officer for the Larchmont Police Department
- Professional Services Agreement for Consulting Engineer
- Agreement for Use of Flint Park Playhouse
- Justice Court Assistance Grant Program
- Establishing Fiscal Year 2025-26 Racket Sports Fees and Charges
- Proposal for Professional Services regarding a Larchmont Avenue Demonstration Project Study

Resolutions set at previous Work Session(s):

- August 06:
 - Update the Parks & Trees Committee Charter
 - Approval of Bills job # 406645
 - Approve allocation of \$30,000 for refurbishment of holiday decorations
 - Terminate the Agreement with Consulting Engineer
 - Execute the Professional Services Agreement for Planning Board Stormwater Review Services
- September 08:
 - Approval to proceed with FOLP Constitution Park Landscaping and Plantings Phase I
 - Westchester County Complete Streets Municipal Assistance Program
 - Appointment of Acting Village Clerk
- September 18:
 - Renewal of Mutual Aide & Rapid Response Intermunicipal Agreement
 - Resolution to Consider Structural Organization of the Building Department
 - Professional Services Agreement with LaBella Associates for On Call Building Code Support

Public Comments

Approval of Minutes

- Regular Meetings:
- Work Session Minutes:

Approval of Bills

Motion to Adjourn

**RESOLUTION RE: APPOINTING POLICE OFFICER DELIANA
 ORTIZ TO POLICE OFFICER OF THE
 LARCHMONT POLICE DEPARTMENT**

WHEREAS, the transfer of Police Officer Ryan Paroulek to another Police Department has created a vacancy within the Village of Larchmont Police Department; and

WHEREAS, this vacancy has resulted in a critical staffing shortage, thereby reducing the Department's ability to efficiently perform public safety duties when compared to a fully staffed Department; and

WHEREAS, the risks and liabilities inherent in police work are best mitigated through maintaining full staffing levels within the Department; and

WHEREAS, following consultation with command staff, Chief Chris T. McNerney recommends the appointment of Deliana Ortiz as a Police Officer for the Village of Larchmont Police Department; and

WHEREAS, Ms. Ortiz brings valuable experience to the Department, having served as a Police Officer with the New York Police Department since 2021; and

WHEREAS, it is in the best interest of the residents of the Village of Larchmont and the Larchmont Police Department to fill the existing vacancies as possible; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Larchmont, to fill the existing vacancy within the supervisory ranks of the Police Department, hereby appoints Deliana Ortiz to Police Officer, said appointment to be effective August __, 2025.

Submitted by: Village Administrator
Date: September 26, 2025
For: September 29, 2025

**RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR
TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH CATIZONE ENGINEERING
FOR CONSULTING ENGINEER**

WHEREAS, the Village of Larchmont is in need of retaining professional services to advise and manage its engineering needs, including: infrastructure, land use, flood mitigation, and large capital projects that require engineering expertise; and

WHEREAS, the Village has retained the service of Catizone Engineering to serve as the Village's Consulting Engineer; and

WHEREAS, Catizone Engineering has the particular experience and expertise to act as the Consulting Engineer for the Village of Larchmont; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services agreement with Catizone Engineering, in substantially the same form as attached hereto, for Consulting Engineer services in an amount not to exceed \$ _____; and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the agreement; and be it further

RESOLVED, that the costs of the agreement be charged to the appropriate general fund account, as determined by the Village Treasurer.

Submitted by: Village Administrator
Date: September 26, 2025
For: September 29, 2025

AGREEMENT made this ____ day of September, 2025, by and between the VILLAGE OF LARCHMONT, a municipal corporation with offices at 120 Larchmont Avenue, Larchmont, New York 10538 (hereinafter referred to as the “Village”) and Catizone Engineering, P.C., 1 West Avenue, Suite 219, Larchmont, NY 10538 (hereinafter referred to as “Consultant”).

WHEREAS, the Village wishes to engage the services of the Consultant to serve in the capacity of the Village of Larchmont’s Consultant Engineer; and

WHEREAS, the Consultant has the particular experience and expertise to provide general municipal engineering services to the Village; and

WHEREAS, the Village of Larchmont Internal Control Policy allows for Professional Service Agreements to be issued without the requirement of soliciting alternative proposals or quotations should it be in the best interests of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Village and the Consultant agree as follows:

1. The Consultant shall provide the following professional services to the Village:
 - A. Conducting in-depth engineering reviews of major Village projects that may require the involvement, review, and oversight of a qualified engineer. For the purpose of this paragraph and all subsequent paragraphs, “Village projects” refers to projects that are under the provision of the Village of Larchmont involving Village property and/or Village right-of-way.
 - B. Periodically meet with Village staff, Village elected officials, other consultants and contractors retained by the Village of Larchmont, and Village residents or community members as needed, to discuss engineering issues related to Village projects.
 - C. Periodically attend Village Board meetings and work sessions to discuss Village projects.
 - D. Preparation of memoranda and reports as requested by the Village of Larchmont.
 - E. Other engineering services that may be mutually agreed to between the Village of Larchmont and the Consultant.
 - F. On-call engineering review for land use applications, attendance at the monthly meeting of the Village’s Planning Board (as needed when it pertains to a specific application), and attendance at the Village’s other boards to discuss particular land use applications at the Village’s request, invoiced separately as part of escrow accounts managed by the Village of Larchmont for land use applications.

2. The compensation for such services shall be an hourly rates as outlined in the attached Fee Schedule FE_E26, excluding reimbursable expenses for copying and postage, to be paid after the satisfactory completion of such services as approved by the Village Administrator. Requests for payment may be submitted on a monthly basis, with Net 30 payment terms. The total compensation for work pursuant to this agreement shall not exceed \$ [REDACTED] without prior written approval by the Village. Requests for payment must be accompanied by an itemized report of dates, hours worked, and a brief description of said work, for the corresponding month. Hourly tabulations will be recorded in increments of 15 minutes, or 0.25 hours, and shall be charged on the same basis in said increments.
3. For professional services related to land use applications as described in paragraph 1-F of this Agreement, the Consultant shall be limited to no more than \$1,000 of compensation per project under an escrow account. The Consultant shall inform the Building Department in writing when the accrued expense of a particular land use project is approaching \$1,000, and shall only then proceed with additional work upon the confirmation from the Building Department that additional escrow funds have been collected.
4. The Consultant is expected to work the hours necessary to satisfactorily perform duties and assignments as directed by the Village Administrator. The Village Administrator has the right to fairly question any recording of hours.
5. This Agreement may be terminated immediately by the Village if the Consultant fails to satisfactorily perform his scope of services identified in Paragraph 1 or by either party without cause upon 10 days written notice to the other.
6. Consultant shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:
 - Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
 - Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by Consultant with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
 - Umbrella liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate;
 - Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
 - Professional liability insurance with policy limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate; and

The Village shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. Consultant shall provide to the Village certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior

written notice shall be given to the Village in the event of cancellation, non-renewal, or reduction of the insurance.

7. To the fullest extent permitted by law, Consultant shall indemnify and hold the Village and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of Consultant, its employees and its consultants in the performance of professional services under this Agreement.
8. The relationship between the Village and the Consultant under this Agreement will be that of an independent contractor without any employer/employee relationship. All products and documents created by the Consultant per this Agreement shall be provided to and considered the property of the Village of Larchmont. Should the agreement be terminated with the proper written notice in accordance with Paragraph 5, the Consultant shall provide any partial or complete work products to the Village prior to the end of the written notice period before receiving any final payments.
9. The Consultant will comply with the requirements of all applicable local, State, and federal laws, rules and regulations regarding the scope of services described in this Agreement.
10. Should any provision of the Agreement be declared to be ineffective or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
11. The Agreement may only be amended by writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE OF LARCHMONT

CATIZONE ENGINEERING, P.C.

By: _____

By: _____

Name: Aylone Katzin

Name: _____

Title: Village Administrator

Title: _____

Date: _____

Date: _____

**RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR
TO EXECUTE AN AGREEMENT FOR USE OF
THE FLINT PARK PLAYHOUSE**

WHEREAS, Cove LM 501(c)(3) (hereby known as the “Teen Organization”), a New York State not-for-profit corporation having an office at 26 Magnolia Avenue, Larchmont, NY 10538, is desirous of entering into an agreement with the Village of Larchmont to use the Flint Park Playhouse as a venue for local middle school students to socialize during the school year when the Playhouse is not in use; and

WHEREAS, the Village is agreeable to the arrangement; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services agreement with the Teen Organization in substantially the same form as attached hereto; and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the agreement.

Submitted by: Village Administrator
Date: September 26, 2025
For: September 29, 2025

AGREEMENT FOR USE OF THE FLINT PARK PLAYHOUSE

AGREEMENT, made the ___ day of __, 2025, by and between the **Cove LM 501(c)(3)**, a New York State not-for-profit corporation having an office at 26 Magnolia Avenue, Larchmont, NY 10538 (hereinafter referred to as the “Teen Organization”) and the **Village of Larchmont**, a New York municipal corporation having an office and place of business 120 Larchmont Ave., Larchmont, NY 10538 (hereinafter referred to as the “Village”).

RECITALS

WHEREAS, the Teen Organization is desirous of using the Flint Park Playhouse (the “Playhouse”) as a venue for local middle school students to socialize during the school year when the Playhouse is not in use ;

WHEREAS, the Village is agreeable to granting the Teen Organization an exclusive license to use the Playhouse for the purposes described above; and

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements set forth herein, the Village and the Teen Organization, each binding itself, do hereby agree to enter into this exclusive license agreement for use of the Playhouse on the following terms and conditions:

TERM

The initial term of the license shall run from January 1, 2026 through June 26, 2026 (“Initial Term”). The Teen Organization shall have the option to renew for additional terms under the same terms and conditions of this agreement upon sixty (60) days prior written notice to the Village before the expiration of this Agreement, subject to Village approval to be granted or denied within thirty (30) days of receipt of the Teen Organization’s renewal notice. Any renewal terms shall run from the first Monday in September to the last Friday in June (“Renewal Terms”).

PURPOSES FOR WHICH THE PLAYHOUSE MAY BE USED

Use of the Playhouse by the Teen Organization shall be limited to adult supervised use by middle school students who are zoned for the Mamaroneck Union Free School District (“MUFSD Students”) for a space to socialize.

DAYS OF THE WEEK AND TIMES OF USE

The Teen Organization shall be permitted to use the Playhouse to host MUFSD Students during the Term on Monday – Thursday between 2:45 p.m. and 5:45 p.m. and on Friday and Saturday for 3 hour increments between the hours of 6:00 p.m. and 10:00 p.m. (“Standard Hours”). To the extent Teen Organization desires to use its 3-hour increments within a different timeframe, it should notify the Village Administrator in advance of the scheduling change.

Notwithstanding the foregoing, the Teen Organization may not use the Playhouse on the dates listed on Schedule A, attached hereto, due to the Village scheduled use of the facilities for other activities. Furthermore, the Teen Organization may also be precluded from using the Playhouse on additional dates not listed in Schedule A for Village-related purposes provided the Village gives at least forty-five (45) days prior notice of its need to use the space on those dates.

CONSIDERATION TO BE PAID FOR THE USE OF THE SPACE

The Teen Organization will pay the Village a fixed monthly license fee of Two Thousand & 00/100 (\$2,000.00) dollars per month ("License Fee"), which shall be payable monthly in advance on or before the 10th day of each month. Because the Teen Organization will not be running programs for the entirety of September and June due to move-in and move-out activities, the License Fee for those months shall be prorated to Fifteen-Hundred Dollars (\$1,500.00).

The Teen Organization may use the Playhouse for additional hours beyond Standard Hours ("Additional Hours"), as mutually agreed upon with the Village Administrator. Such requests shall be made to the Village Administrator at least 7 days in advance. If the Teen Organization used the Playhouse during Additional Hours beyond the amount accounted for in the Standard Hours, it shall pay the Village an additional fee of Twenty and 00/100 Dollars (\$20.00) per hour ("Additional Hours License Fee"). The Additional Hours License Fee shall be invoiced before the tenth (10th) of each month and the Teen Organization will pay the Village for its usage during the following month (i.e., \$2,000.00 plus \$20.00 per hour Additional Hours License Fee).

FURNISHINGS AND OTHER PERSONAL PROPERTY

The Teen Organization may bring and maintain personal property in the space for use throughout the term of this Agreement. All personal property must be removed at the end of the term prior to the start of Flint Park Day Camp.

The personal property brought into the Playhouse may include items such as couches, chairs, tables (both indoor and on the patio), and recreational equipment such as a hockey table, billiard table, and similar items. The Village has the right to inspect and request removal of items deemed likely to cause damage to the building. Responsibility for the safety or suitability of the items will rest solely with the Teen Organization.

UPGRADES TO THE PREMISES

The Teen Organization may make the improvements with prior, written approval of the Village Administrator or, if necessary, the Village Board. The Village Administrator has the right to request information on proposed improvements including the materials to be used, the details

of the work, methods of work to the employed, and assurances of payment to contractors to avoid liens or other liability to the Village. The purpose of the review and approval for any improvements is solely to protect the integrity and safety of the Playhouse and should not be unreasonably withheld. A decision should be made expeditiously.

All work and improvements will be the property of the Village once completed unless the Village advises the Teen Organization otherwise in writing.

CLEANING AND TRASH

Cleaning of the facility and trash removal will be handled in the manner and at the times described in Schedule B attached hereto.

MAINTENANCE AND REPAIRS

The Village will maintain and repair the premises at the same level and in the same manner as it has, historically, provided however, any maintenance or repairs necessitated by damage arising from the Teen Organization's willful misuse or negligence will be repaired by the Teen Organization or, at the option of the Village, by the Village with the Teen Organization reimbursing the Village for cost of the repairs which the Village will attempt to complete in a cost effective manner.

FOOD AND BEVERAGES

The Teen Organization may provide food and beverages to the teens. To the extent reasonably possible, the Teen Organization may collaborate with the Village's Flint Park Concession vendor, Strada Food LLC. Contact: John Demairo; jdemairo.stradafood@gmail.com; 631-466-8579 in providing food.

LIMITATIONS ON OCCUPANCY

The total occupancy of the Playhouse at any one time shall not exceed its legal occupancy limit of seventy-five (75) persons indoors.

SNOW REMOVAL

The Village will remove snow from walkways and stairs in the front and on the side of the building expeditiously at times they reasonably can do so in the context of their other snow removal obligations.

HEAT

The Teen Organization may use such heating systems as are currently located in the building. At no time shall the heat be set at a temperature above seventy-three degrees (73°).

The parties acknowledge that the Village will monitor its costs in running the heat and the Village may request an adjustment in the payment rate in any future year depending on these costs.

KEYS AND LOCKING/UNLOCKING THE BUILDING

Individuals from Teen Organization who are approved in advance by the Village in writing via an email confirmation will be provided access to the Playhouse with either a key or an access code if such technology is installed in the future. Any unauthorized distribution of the key or access code, or inappropriate use of either, will be considered a breach of the Agreement. Any key provided to the Teen Organization shall not be copied and shall be returned to the Village upon five days of demand or, in any event, within five days of expiration of the Term.

NOISE

No noise from the use of the space shall be loud enough to be heard beyond two hundred fifty feet (250') of the perimeter of the building.

SUPERVISION OF TEENS

The activity to be conducted in the building by the Teen Organization is solely an activity of the Teen Organization and is not an activity of the Village. The Village is simply the Licensor of premises to the Teen Organization. Without limiting the generality of the foregoing, the Village will have no role or responsibility in the running of the program being conducted by the Teen Organization as described herein and, in particular, will have no responsibility for supervision of the teens: all of which is the sole responsibility of the Teen Organization. In addition to any other elements of the supervisory protocol, the Teen Organization agrees that at all times the Teen Organization is using the Playhouse, there will be at least one on-site adult supervisor.

NO AGENCY

The relationship of the Village and the Teen Organization is that of independent third-parties under a license agreement. Neither party is an agent, partner, joint venturer, or related entity of the other, and neither is operating or representing the other's programs.

INDEMNIFICATION

Teen Organization Indemnification: To the fullest extent permitted by law the Teen Organization shall defend, indemnify, and hold harmless the Village, its elected officials, officers, employees, and agents (collectively, the "Village Indemnitees") from and against any and all third-party claims, demands, actions, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of the Teen Organization's use of, or improvements to, the Playhouse; provided, however, that the Teen Organization shall have no obligation to indemnify or hold harmless the Village Indemnitees to the extent such claim, damage, or expense is caused by the negligence or willful misconduct of any Village Indemnitee.

Village Indemnification: To the fullest extent permitted by law, the Village shall defend, indemnify, and hold harmless the Teen Organization, its officers, employees, and agents (collectively, the “Teen Organization Indemnitees”) from and against any and all third-party claims, demands, actions, liabilities, damages, judgements, costs, and expenses (including reasonable attorneys’ fees) to the extent arising out of the Village’s gross negligence or willful misconduct; provided, however, that in no event shall the Village be obligated to indemnify or hold harmless the Teen Organization Indemnitees for any claims, damages, or expenses arising out of the negligence or willful misconduct of any Teen Organization Indemnitee.

INSURANCE

The Teen Party shall, at its own expense, maintain during the Term a commercial general liability insurance policy naming the Village as an additional insured, with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate. Proof of such insurance, in a form reasonably satisfactory to the other party, shall be provided prior to the commencement of occupancy or use of the Playhouse and thereafter upon request, and such insurance shall not be cancelable without at least thirty (30) days’ prior written notice to the other party.

REPRESENTATION REGARDING QUALIFICATIONS AND COMPLIANCE WITH LAWS

The Teen Organization hereby represents to the Village that it has all of the requisite approvals, licensing, and training required by law to conduct the proposed activities in the Playhouse. Such are entirely the responsibility of the Teen Organization, and not the Village. The Village is responsible for complying with its own legal responsibilities regarding the Playhouse’s condition and maintenance.

CONTACT PERSON

In all emergency situations, the Larchmont Police Department and/or Larchmont Fire Department shall be contacted by dialing 9-1-1, or by contacting their direct numbers at (914) 834-100 (Police) or (914) 834-0016 (Fire).

For all other matters, the following will serve as the primary contacts for the respective parties:

Primary Contact(s) for the Village of Larchmont: Aylone Katzin
Village Administrator
(914) 834-6230 Ext. 1
akatzin@larchmontny.gov
(or designee as assigned)

Primary Contact(s) for the Teen Organization: Stefanie Lob
President of Board, The Cove LM

(914) 374-3040
stefanie.lob@gmail.com

ASSIGNMENT

This Agreement may not be assigned by either party.

BREACH

If the Teen Organization breaches any provision of this Agreement, in addition to any other remedies available to the Village in law or equity, the Village may terminate the Agreement. Provided, however, prior to any termination becoming effective, the Teen Organization will be given ten (10) days notice and opportunity to cure the breach. If the cause of termination is alleged dangerous conduct, that conduct will be immediately suspended upon receipt of notice from the Village.

GOVERNING LAW AND JURISDICTION

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of New York, without reference to its choice of law principles to the contrary. The parties consent to the exclusive jurisdiction of the state and federal courts of competent jurisdiction located in Westchester County, New York, for the resolution of any disputes arising under this Agreement. Each party waives the right to a jury trial in any such action.

WAIVER

The failure of either party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of that party's right to assert or rely upon such provision, right or remedy in that or any other instance; rather the same shall be and remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than herein set forth, will be binding upon either party. This Agreement is not valid or binding unless signed by an authorized representative of each party. Any subsequent additions, deletions or modifications to this Agreement will not be binding upon either party unless the same are mutually agreed upon and incorporated herein in a written document signed by the parties.

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

VILLAGE OF LARCHMONT

By:

(Name and Title)

TEEN ORGANIZATION NAME

By:

(Name and Title)

SCHEDULE A

Sprint to Flint which typically takes place the 2nd Friday in June. The Village will inform the Teen Organization each year when the date has been scheduled.

SCHEDULE B

The Village will provide cleaning of bathrooms and emptying of trash bins once per day outside of the scheduled times of use by the Teen Organization. The Village will also provide extermination services as needed and on the Teen Organization's request. The cost of said routine custodial services will be included as part of the fee as set within the section "Consideration to be Paid for the Use of the Space" within this Agreement.

If the Playhouse, or any portion of the interior or exterior of the facility, is found in a condition that requires significant clean-up beyond routine maintenance and clean-up, then the Teen Organization will be charged for any additional time and material costs necessary for the Village to return the Playhouse to a condition deemed acceptable by the Village.

**RESOLUTION RE: JUSTICE COURT ASSISTANCE PROGRAM
GRANT**

WHEREAS, pursuant to §849-h of the Judiciary Law of the State of New York, the Justice Court Assistance Program (JCAP) established in 1999, provides opportunities for cities, towns and villages to apply to the Chief Administrative Judge for state grant funds to assist in the operation of their municipal justice courts, and

WHEREAS, items eligible under this grant include office equipment, security equipment, furniture, and courtroom and court facility improvements and renovations; and

WHEREAS, the Village was successful in securing JCAP grant funds in 2007 for the purchase of handheld metal detector wands, a shredder, a copier and various office supplies; and

WHEREAS, in order to further improve court operations and safety, staff has prepared a 2025 JCAP grant application for the following items: Record Management, scanning and shredding of files, for a total application of \$30,000, within the \$30,000 grant limit; and

WHEREAS, in accordance with the JCAP grant guidelines, the local legislative body must adopt a resolution authorizing and supporting the municipal grant application; now therefore be it

RESOLVED, that the Larchmont Village Board of Trustees herein supports and authorizes the Village of Larchmont's submission of a grant application in accordance with the New York State Justice Court Assistance Program, in substantially the same form as attached hereto, for Village of Larchmont Justice Court security and office improvements; and be it further

RESOLVED, that the Mayor and Village Justices are herein authorized to execute said grant application in accordance with the terms and conditions of the JCAP application process; and be it further

RESOLVED, that the Village Court Clerk and the Village Administrator are herein authorized to submit said grant application to the State of New York Office of Court Administration and undertake all administrative acts as may be required.

Submitted by: Village Administrator
Date: September 25, 2025
For: September 29, 2025

JCAP SCANNING TEXT- Revised

The Court currently faces storage limitations as we house over 60 **Docket books** from the 1900s and over 300 **boxes of Criminal records** from the 1960s in a single small file room. These records remain with us due to the absence of a centralized records clerk within the Village and our capability to determine record dissemination according to sealing requirements. Despite routine management of traffic, civil and other records, our storage space is exhausted and does not meet the requirements of OCA. Criminal records, which are yet to reach 25 years of retention, significantly consume our space since they weren't destroyed by the previous clerks' stint.

Implementing a **digital backup** through the scanning of these records will allow us to eliminate as many papers as possible. This solution will not only create room for more recent records but also enhance our efficiency in handing out disposals and case-specific details to the public, local courts, county, district attorneys, and law enforcement agencies.



SecureScan

DOCUMENT SCANNING

Prepared For:

Village of Larchmont Justice Court

SecureScan Albany
1060 Broadway
Albany, NY 12204

Prepared By:

Chuck Tobin

chuck@securescan.com

(518) 935-4135

Why Choose SecureScan?

Our team is passionate, motivated, well trained, and ready to take on any challenge you can dish out.

We take great pride in our role of protecting the privacy and security of your sensitive data.



3 Person, Double Blind Data Entry

Even the best data entry professionals have a 93% accuracy rate. Our 3 person, double blind process guarantees 99.5% accuracy.



100% Quality Control

QC operators review every image for quality and legibility, and conduct rescans on any that don't meet our strict quality standards.



Secure & Confidential

The privacy of your documents is our top priority. We are committed to providing our customers with the highest security standards in the industry, including SOC 2 Type 2 certification and HIPPA compliance.

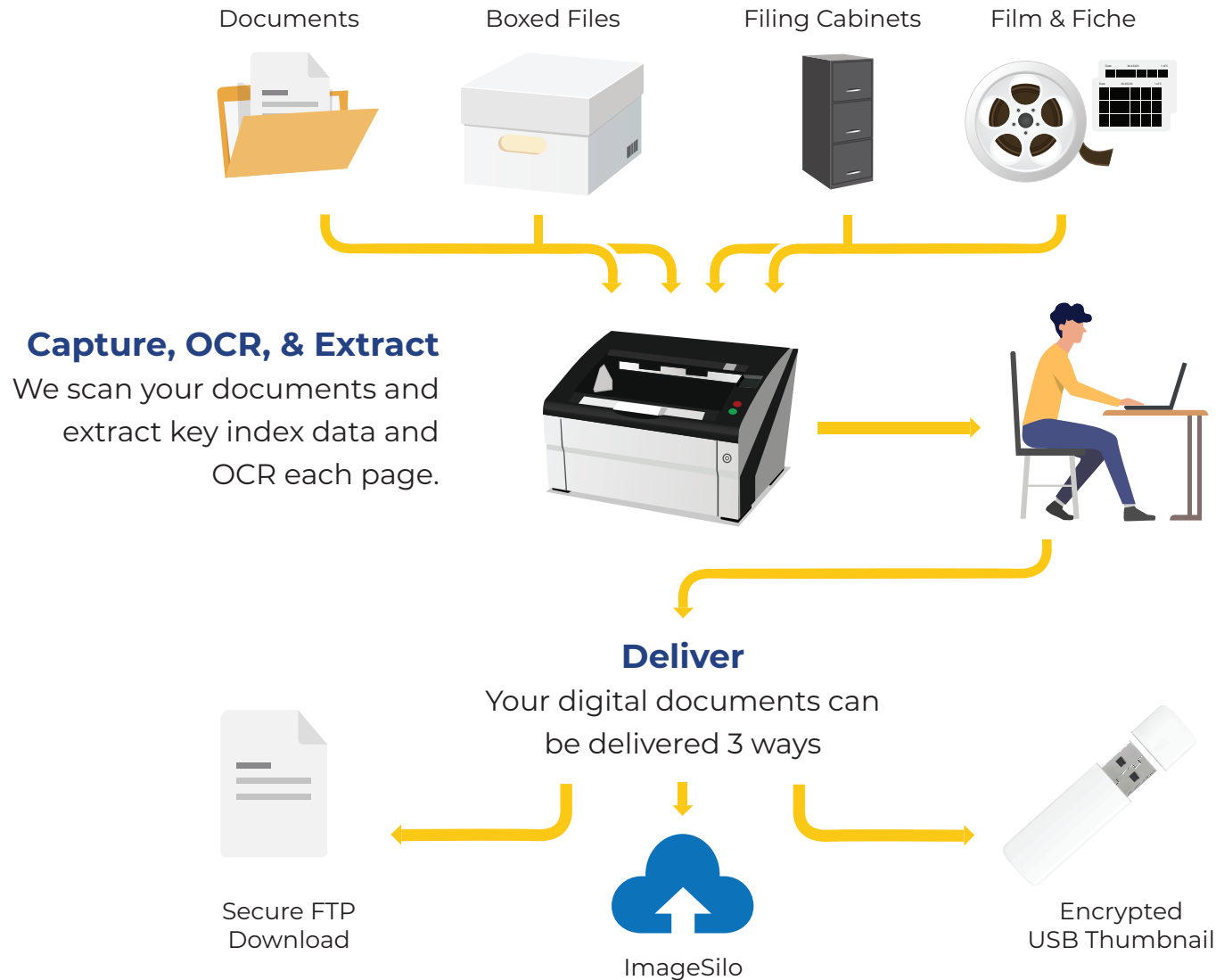


No Bid Needed

Hire us without a bid or RFP process because of our commitment to employing New Yorkers and Veterans with disabilities through our corporate partnership with NYSID.

Document Scanning

We'll help you tackle your paper problems with our simple approach.



Confidentiality & Security

At SecureScan, the safety and security of your documents is our top priority. That's why we're trusted by highly regulated government agencies, medical facilities, and large-scale organizations to process and store critical data.

Our commitment to your privacy and investments in secure technology sets us apart from our competitors. We adhere to the highest standards of data management and privacy including HIPPA compliance and SOC 2® Type 2 certification.



Our Detailed Process

Confidentiality:

SecureScan will sign a nondisclosure agreement/confidentiality statement, or business associate agreement in connection with this proposal as needed. SecureScan implements strict internal controls and practices to ensure the privacy and security of all customer data. We engage in a tightly controlled process, coupled with secured access to buildings and computers by employees and visitors. SecureScan complies with the provisions of the Gramm-Leach-Bliley Act, HIPAA and HITECH.

Pick-up and Chain of Custody:

SecureScan staff will conduct all pick-ups and deliveries in SecureScan owned/leased vehicles. Documents will be picked up in boxes unless otherwise agreed to on the last page of this proposal. Boxes will be counted and inventoried with the range of contents by a selected key value. Each box and its contents will be added to a chain of custody transfer form sheet that will be reviewed and signed by a representative from both parties before departure.

Preparation:

Your documents will be transported to our facility, where the box number and associated key information will be entered into our inventory control system, and tracking forms for each box will be created. Staples and paperclips are removed, paper corners are straightened, sticky notes are taped down and torn pages are repaired. After preparation, a team will be assigned and trained on your project, allowing us to maintain a consistent standard of quality throughout the project.

Scanning:

Initial tests are run to calibrate the scanning equipment for optimum brightness, contrast, rotation, and image clarity. As paper specifications change, further adjustments will be made as needed. In addition to these calibrations, we use production level scanning and image enhancement software packages along with Fujitsu scanner hardware to provide the best possible images of each page.

100% Quality Control:

SecureScan's quality control team completes a manual review of each image to ensure our high quality standards are met. Any image that does not meet these standards will be electronically marked for comparison against the paper record to rule out technical issues. The image will be rescanned with adjustments made to capture settings the produce the highest quality image possible.

Double Blind, Compare & Correct Indexing:

Selected fields will be extracted from your documents and keyed by two data entry operators simultaneously. A data comparison will be conducted to look for inconsistencies, and corrected by a 3rd person, resulting in 99.99% accuracy.

Full Text OCR

Optical Character Recognition (OCR) is used to convert the text contained in each image into searchable text, to allow for single word, phrase, or full sentence searching. The searchable text is embedded into the PDF file and is captured using ABBYY OCR engines.

Emergency Records Request:

Emergency records requests can be made at any time while we are in possession of your records. You can complete the request by sending an email to stat@seurescan.com. The email address is used specifically for emergency requests and is received by multiple individuals. We request that the customer provide a minimum of two index values when the request is made so we can locate the record and respond as quickly as possible.

Delivery of Product:

Images are copied to an encrypted USB drive or added to a secure FTP site for download upon completion of work. The images will be provided in the agreed upon format and structure. Paper, folders and boxes will be returned, shredded or held for a period of one month and then returned or shredded.

ImageSilo Document Management System:

Images can be uploaded into ImageSilo, a highly secure and redundant cloud based document management system for an additional monthly fee. Image silo functionality includes the ability to search, view, print, email, and annotate documents, with eform and electronic signature add-on functionality.

Secure Document Shredding:

After the scanning process has been completed, we can either return your documents for storage, or permanently and securely destroy your documents with our NAID® compliant document shredding service. You will be provided with a Certificate of Destruction for your records.

Drisy,

Thank you for the opportunity to propose our document scanning services. This proposal is provided by SecureScan to NYSID with the intent of providing document imaging services through the NYS Preferred Source Program. Government agencies can procure Preferred Source services without a bid process through the Program and it assists New Yorkers with disabilities to obtain more employment opportunities. We have gathered all the information necessary to confidently provide this quote for your project. **Services include:**

- ✔ Pick-up of packed banker boxes by SecureScan employees and transportation of your documents to our facility.
- ✔ Document preparation including the removal of staples and paperclips, inserting barcoded separation pages, and moving sticky notes to the back or to a separate page. File Folders may be cut and scanned.
- ✔ Bitonal duplex scanning of paper documents at 300 dpi as multi-page PDF.
- ✔ Quality control, including a visual review of all scanned images to ensure capture of high-quality digital images. Rescans will be conducted where necessary. Blank pages are removed by an initial automated and secondary manual process.
- ✔ Double blind, compare and correct document identification by 8-Digit Case Number. Last name and First name, or party names will be indexed if there is no 8-Digit Case Number. Double blind, compare and correct data entry is a 3-person data entry method that will yield an accuracy rate of 99.99% or better. Single key data entry is generally limited to 93% or less.
- ✔ Email address (stat@seurescan.com) to make emergency requests for documents when they are in process at SecureScan.
- ✔ Delivery of PDF files by encrypted USB drive. It is the courts responsibility to provide ongoing back-up of the files delivered by a IT company or Town/Village IT staff.
- ✔ Scanned documents will be shredded after approval from OCA Records Management.

Sincerely,



Chuck Tobin

Phone: (518) 312-3885

Email: chuck@seurescan.com

SecureScan Service Description	Estimated Volume	Unit Price	Estimated Total Price
Document Scanning Services: Document Preparation, Document Scanning, Quality Control Review and Indexing of Documents. All as defined within the proposal. Standard 10"x12"x15" banker box size is quoted. Larger or smaller boxes will be pro-rated.	75 Boxes	\$ 385.00 per box	\$ 28,875.00
Secure Shredding Services: Confidential Shredding of documents one month after delivery and with approval by customer. Standard 10"x12"x15" banker box size is quoted. Larger or smaller boxes will be pro-rated.	75 Boxes	\$ 5.00 per box	\$ 375.00
Transportation Services: Pick-up or return delivery of boxed documents by SecureScan employees. Pickup requires multiple stairs.	1 Visit	\$ 750.00 per visit	\$ 750.00
Estimated Total Price			\$ 30,000.00

Pricing valid for 90 days from the date of this quotation. Prices do not include applicable sales tax. Any pages that are located within the boxes that are greater than 11" x 17" in size will be scanned on a single sheet-fed large format scanner and billed at a price of \$ 2.00 per image. All pages will be scanned in bitonal (black & white) mode, not greyscale or color. 100 documents are included in each 10" x 12" x 15" box or equivalent, each document over 100 for each box will be billed at \$0.50 per document to support for extra document indexing services.

Please read the important information below in regard to getting approval for OCA Records Management to shred documents after scanning:

You must have a back-up of the scanned files completed on a regular basis, but Town IT, Village IT or a 3rd party IT company. The Courtroom Program online or USB backup is not acceptable. The party signing section 7 of the Records Management Certification for Electronic Records Form should ensure that files are being maintained in a system that is in compliance with Policy 9. For further information contact the Office of Court Administration, Office of Records Management for information on completing the Records Management Certification for Electronic Records Form and Policy 9. The records will be scanned as 300 dpi PDF files, please add this to section 5a and 5c on the Records Management Certification for Electronic Records Form. Links to the Records Management Certification for Electronic Records Form and Policy 9.

https://ww2.nycourts.gov/sites/default/files/document/files/2022-04/ElecRecCertForm-rev2021DIGITAL_0_0.pdf

<https://ww2.nycourts.gov/sites/default/files/document/files/2018-04/Policy9.pdf>

Larchmont Village Court
Thea S. Beaver, Village Justice *Drisy G. Nunez, Court Clerk*



To: Jamie Silver
From: Thea S. Beaver and Jerry D. Bernstein, Village Justice

Re: Justice Court Assistance Program (JCAP) Grant Application

Date: 09/25/2025

The Village Court is requesting authorization from the Village Board to apply for funding through the Justice Court Assistance Program (JCAP) during the upcoming 2025-2026 grant cycle. One required component of the application is a Resolution from the Village Board authorizing the Village Court to submit this funding request.

The Division of Grants, Contracts & Procurement Unit will not accept the Court's application unless the Resolution includes one of the following options EXACTLY as written:

“The Board of the Village of Larchmont authorizes the Larchmont Village Court to apply for a JCAP grant in the 2025-26 grant cycle up to \$30,000.00.”

While the Resolution may include one or more “WHEREAS” clauses, it is essential that the “Be it RESOLVED” portion of the Village Board's resolution matches exactly one of the options above (with the Village name inserted as shown in both options and the amount requested included in Option #2).

In addition, the Board Resolution must be certified.

The deadline for submission of the Court's JCAP application is Friday, October 10, 2025.

Thank you for your attention to this matter and for your assistance with the Court's application.

Drisy G. Nunez, Court Clerk

120 Larchmont Avenue, Larchmont New York 10538
Phone: 1(914) 834-1826 Fsx:1 (914) 833-2170
email: dnunez@nycourts.gov

**RESOLUTION: ESTABLISHING FISCAL YEAR 2025-26 RACKET
SPORTS FEES AND CHARGES**

WHEREAS, in response to community requests for additional seasonal use of tennis courts and paddle courts at Flint Park, the Village has developed a proposed Combined Racket Sports permit to allow eligible permit holders access to both court complexes on a year-round basis, subject to court availability and; and

WHEREAS, Village staff recommends the approval of the proposed FY 2025-26 Racket Sports Fees and Charges Schedule as outlined below; now therefore be it

RESOLVED, that the fees and charges for Racket Sports for FY 2025-26 are herein adopted as follows:

	Tennis/Pickleball	Paddle	Combined
Individual (Resident)	\$175	\$250	\$400
Individual (Non-Resident)	\$275	\$300	\$550
Family (Resident)	\$275	\$375	\$625
Family (Non-Resident)	\$400	\$450	\$825
League Fee	\$400	\$400	-

and be it further

RESOLVED, that the FY 2025-26 Racket Sports Fees and Charges shall be in effect immediately, unless amended by Resolution of the Village Board of Trustees; and be it further

RESOLVED, that the Village Administrator, in coordination with the Recreation Department, is authorized to undertake all administrative acts regarding the sale of the new Combined permits.

Submitted by: Village Administrator
Date: September 28, 2025
For: September 29, 2025

**RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR
TO EXECUTE A PROPOSAL FOR
PROFESSIONAL SERVICES REGARDING A
LARCHMONT AVENUE DEMONSTRATION
PROJECT STUDY**

WHEREAS, the Village of Larchmont is desirous of conducting a traffic demonstration project to pilot protected bicycle lanes along Larchmont Avenue; and

WHEREAS, the Village has received a proposal for professional services from AKRF, Inc., to monitor and study the bicycle lane demonstration project for a fee in the amount of \$3,000; and

WHEREAS, the professional service proposal may be executed without the need to solicit alternative proposals or quotes in accordance with the Village of Larchmont Internal Control policy; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services proposal with AKRF, Inc., in substantially the same form as attached hereto, for a demonstration project to pilot protected bicycle lanes along Larchmont Avenue; and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the proposal; and be it further

RESOLVED, that the costs of the proposal be charged to the appropriate account as determined by the Village Treasurer.

Submitted by: Village Administrator
Date: September 28, 2025
For: September 29, 2025



Mayor Sarah Bauer
Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538

09.11.2025

Re: Proposal for Larchmont Avenue Demonstration Project Study

Dear Sarah:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal for traffic and transportation engineering consulting services to Village of Larchmont (the "Client" or "Village") to monitor and study the Larchmont Avenue bicycle lane demonstration project per the below Scope of Work and Terms and Conditions (**Attachment A**).

SCOPE OF WORK

TASK 1: DEMONSTRATION PROJECT COORDINATION AND OBSERVATIONS

The demonstration project will involve a pilot for protected bicycle lanes along Larchmont Avenue, which will require reducing lane widths and removing select turning lanes along the corridor. The following locations have turning lane removals which will require detailed observation:

1. Larchmont Avenue and Addison Street
2. Larchmont Avenue and Forest Park Avenue

AKRF will coordinate with the Village on the demonstration project, including providing information on where cones should be placed to close lanes along Larchmont Avenue. Additionally, AKRF will conduct observations on traffic operations and safety during two days of the closure period, including the first day of closure, and a second day to be determined with the Village. Observations will be conducted for the school arrival period and school dismissal period, and will include queuing; traffic conditions and operations; and vehicle conflicts with other vehicles, pedestrians and bicycles along Larchmont Avenue with particular attention at the two above listed intersections and along Chatsworth Avenue for potentially diverted vehicles to determine the feasibility of a permanent protected bicycle lane with the removal of turning lanes.

It should be noted that the demonstration project should be conducted on a week while school is in session, with no holidays. The demonstration project should be conducted for approximately three to five days, with advance notice sent to the school district and residents. It is assumed that the Village will coordinate and send notice about the closures.

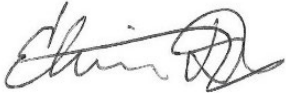
TASK 2: DOCUMENTATION AND MEETINGS

AKRF will summarize the findings of Task 1 in a memorandum to discuss the feasibility of permanent protected bicycle lanes along Larchmont Avenue. Additionally, AKRF will attend up to one meeting, potentially a Village Board of Trustees meeting, to present the findings of the study.

FEE SCHEDULE

AKRF will complete the above scope for a lump sum fee of \$3,000 billed based on percent work complete in accordance with the attached Standard Terms and Conditions. This Proposal, including its pricing and terms, is valid for 90 days from the date listed above. Thank you for this opportunity and we look forward to continuing working with you on improving roadway safety in Larchmont. If you have any questions, please call Elaine Du at 914-922-2352.

Sincerely,
AKRF, Inc.



Elaine Du, PE
Senior Technical Director



Michael Beattie, PE, PTOE
Senior Vice President

ACKNOWLEDGED AND ACCEPTED:

Name

Title

Company

Date

Signature

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges

applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall render the Services, any Additional Work and all other obligations under this Agreement in accordance with: (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale ("Standard of Care"), and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity, and any such obligation is hereby fully and expressly disclaimed.
- b. Subject to the Standard of Care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Client, contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- d. Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- e. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii)

shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when

the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not actively solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby. This prohibition, however, shall not prevent a party from soliciting for employment or employing any such person (a) by means of general solicitations or advertisements in periodicals including newspapers and trade publications and websites so long as such solicitations or advertisements are in the ordinary course of business consistent with past practice and not specifically directed or targeted at employees of the other party or their affiliates or subsidiaries; (b) if such person approaches a party or any of its affiliates or subsidiaries on an unsolicited basis; or (c) following cessation of such person's employment with a party or any of its affiliates or subsidiaries.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially

all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third-parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Survival.

Any provisions of this Agreement which by their nature survive termination, shall survive termination of the Agreement.

20. Entire Agreement.

This Agreement, including any Scope of Services, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

21. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an "Electronic Signature") shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.