SARAH BAUER
MAYOR

PETER FANELLI
DAWN MAGID
TERENCE PARÉ
IAN POST
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

Village Board of Trustees Regular Meeting

Monday, January 26, 2026 – 7:30 PM
Zoom: https://zoom.us/j/95413541404?pwd=LhcZ9lma66anfONWcO0vV1SFXDuwMc.1

The Board will convene at 5:30 PM in a Work Session on Zoom. 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

Public Hearing

- Proposed Local Law Amending Chapter 180 entitled "Leaf Blowers"
- Proposed Local Law Amending the Code of the Village of Larchmont to regulate Battery Energy Storage Systems

Administrator's Report

Village Attorney's Report

Police Chief's Report

Fire Chief's Report

- 2025 Annual Report

Trustees' Comments

- Trustee Magid:
  - Appointment of Member to the Parks & Trees Committee – Dana Post
  - Appointment of Co-Chairs to the Parks & Trees Committee – Dana Post and Kim Taylor
- Trustee Post:
  - Appointment of Alternate Member to the Traffic Commission – Nora McMillan

Agenda Items

- Appointment of Emanuel Aguiar to Police Officer of the Larchmont Police Department
- Appointment of Acting Village Treasurer
- Allowance of "Test" Period for Special Permit for Locals
- Intermunicipal Agreement with Westchester County for STOP-DWI Patrol/Datamaster Project
- Professional Services Agreement with Millennium Strategies for Grant Consulting Services
- Professional Services Agreement with Catizone Engineering for Flint A & B Construction Documents
- Updated Professional Services Agreement with PERMA

Resolutions Approved at Prior Work Sessions:

- December 01, 2025:
- December 15, 2025:
    - Enter/Exit into Executive Session to discuss various personnel matters
    - Authorize Closure of Completed Capital Projects and the Renewal of Recurring Projects
    - Amending the FY 2025-26 Adopted Capital Budget and General Fund Budget
    - Authorize Execution of an Employment Agreement with Richard Valentine
    - Proposed Local Law Amending Chapter 180 entitled "Leaf Blowers"
    - Acceptance of a Stock Donation for the Larchmont Fire Department and Authorization of Sale of such Donated Stock and Placement of Proceeds into the Fire Trust Account
    - Authorize the Village Administrator to execute a proposal with ITG Larson for Panic Buttons & Access Control Security Improvements
    - Approve Certain Non-Union Personnel Salary Increases for FY 2025-26
    - Approve Bill List Job ID 421527
    - Approve Bills Paid off the Bill List
- January 12, 2026:
    - Proposed Local Law Amending the Code of the Village of Larchmont to regulate Battery Energy Storage Systems
    - Appointment of Building Inspector and Enforcement Official
    - Enter/Exit Executive Session to Discuss an Employment Agreement

Public Comments

Minutes

- Work Session Minutes
    - July 07, 2025
    - July 21, 2025
    - August 06, 2025
    - October 06, 2025
- Special Meeting Minutes
    - November 06, 2025
    - December 01, 2025

Approval of Bills

Motion to Adjourn

Ad Preview

NOTICE

NOTICE IS HEREBY GIVEN that that a Public Hearing has been scheduled by the Board of Trustees of the Village of Larchmont to be held in the Courtroom, Village Hall, 120 Larchmont Avenue, on Monday, January 26, 2026, at 7:30 PM, to review and take comment on a proposed local law amending Village Code Chapter 180 entitled "Leaf Blowers"

BY ORDER. OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF LARCHMONT N.Y.
Jamie Silver, Deputy Village Clerk

Dated: Larchmont, NY

January 5, 2026

11978377

Chapter 180

LEAF BLOWERS

§ 180-1.	Purpose.	§ 180-5.	Prohibition on the operation of leaf blowers during certain hours of the day.
§ 180-2.	Definitions.		
§ 180-3.	Prohibition on the operation of internal combustion leaf blowers.	§ 180-6.	Temporary suspension for storm and hurricane cleanup.
§ 180-4.	Prohibition of the operation of leaf blowers during certain months.	§ 180-7.	Violations and penalties, responsible parties.

[HISTORY: Adopted by the Board of Trustees of the Village of Larchmont 9-15-2020 by L.L. No. 6-2020. Amendments noted where applicable.]

§ 180-1. Purpose.

The Village of Larchmont finds and declares that leaf blowers represent a significant source of environmental pollution in the form of high and low-frequency noise, carbon and noncarbon emissions, and dust particulate, which represent a present and increasing threat to the public peace and to the health, safety, and welfare of the residents of the Village and its visitors. Noise generated by leaf blowers has the effect of interfering with the psychological well-being of persons, as leaf blowers generate low-frequency noise at high decibel levels, exposure to which is recognized to generate more severe adverse health effects when compared to high frequency noises, including hearing loss, tinnitus, reduced cognitive performance, heart disease, and hypertension. Additionally, leaf blowers of both an internal combustion and electric design displace significant amounts of particulate matter, spreading pollen, mold, chemical pesticides, and other fine particulates. Internal-combustion leaf blowers are also recognized as hyper-polluters, emitting significant carbon and noncarbon emissions in greater magnitudes than automobiles over similar operating periods. Accordingly, it is the policy of the Village to regulate the use of all leaf blowers to minimize and mitigate the harmful impacts of their use.

§ 180-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ELECTRIC LEAF BLOWER — A leaf blower which is powered by an electric motor.

INTERNAL COMBUSTION LEAF BLOWER — A leaf blower which is powered by an internal combustion engine/motor. An electric leaf blower being used while plugged into an operating generator which is powered by an internal combustion engine shall be deemed an internal combustion leaf blower. This may also be referred to as a “gas-powered leaf blower”.

LEAF BLOWER — Any device which is used or designed to move leaves, grass clippings, dust, dirt, or other matter by blowing them with air emitted by such device.

§ 180-3. Prohibition on the operation of internal combustion leaf blowers.

No internal combustion leaf blower shall be operated in the Village of Larchmont at any time ~~after January~~

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~~1, 2022. Until such date, no internal combustion leaf blower may be operated in the Village of Larchmont without a properly functioning muffler~~.

§ 180-4. Prohibition of the operation of leaf blowers during certain months. [Amended 3-13-2023 by L.L. No. 3-2023]

~~A leaf blower, whether it be an internal combustion leaf blower (prior to their absolute prohibition) or a~~An electric leaf blower~~,~~ may be operated in the Village of Larchmont only during the following periods of the year: March 15 through April 30; October 15 through December 15. The operation of leaf blowers is prohibited on all other days of the year unless specifically provided herein. Internal combustion leaf blowers are prohibited at any time pursuant to Section 180-3.

§ 180-5. Prohibition on the operation of leaf blowers during certain hours of the day.

During the months when leaf blowers are permitted to be operated in the Village of Larchmont, they may only be operated during the following hours:

A. Monday through Friday, excluding holidays: between 8:00 a.m. and 5:30 p.m.

B. Saturday: between 10:00 a.m. and 5:30 p.m.

C. Sundays and holidays: property owners only between 10:00 a.m. and 5:00 p.m.

§ 180-6. Temporary suspension for storm and hurricane cleanup.

In the event of a hurricane, tropical storm, or similar extreme weather event, the Mayor of the Village of Larchmont, in their sole discretion, may temporarily suspend provisions of this chapter to allow the use of leaf blowers for debris cleanup.

§ 180-7. Violations and penalties, responsible parties.

A. Responsible parties. The following parties shall have committed a violation of this law if it is not complied with:

   (1) The party operating the leaf blower; and

   (2) The party who employed the person to operate the leaf blower at the time of violation; and

   (3) The party who owns the property where the violation occurs.

B. Penalties. Any person violating any of the provisions of this chapter shall be subject to fine upon conviction thereof, not exceeding $250 for the first offense, $500 for the second offense, and $1,000 for the third offense and any subsequent offenses. Conviction for violation of this law shall be deemed a violation, not a misdemeanor nor a felony.

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Ad Preview

NOTICE

A Public Hearing is hereby scheduled by the Board of Trustees of the Village of Larchmont to be held in the Courtroom, Village Hall, 120 Larchmont Avenue on Monday, January 26, 2026, at 7:30 PM to review and take comment on a proposed local law to amend the Code of the Village of Larchmont to regular Battery Energy Storage Systems.

BY ORDER. OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF LARCHMONT N.Y.
Jamie Silver, Deputy Village Clerk

Dated: Larchmont, NY
January 14, 2026

12002350

VILLAGE OF LARCHMONT

BOARD OF TRUSTEES

LOCAL LAW NO. ___- 2026

A LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF LARCHMONT TO REGULATE BATTERY ENERGY STORAGE SYSTEMS

Be it enacted by the Board of Trustees of the Village of Larchmont as follows:

Section 1: Chapter 381 of the Code of the Village of Larchmont is hereby amended by repealing § 381-48A and adding thereto a new § 381-48A to read as follows:

§ 381-48 Special permit procedures.
A. The Board of Trustees, in the case of applications for special permits for public amenity supplemented mixed-use developments (as per § **381-51N**), townhouse developments (as per § **381-51B**), for one-family dwellings on properties known on the Larchmont Tax Assessment Map as "Yacht Club," "Shore Club" and "Manor Park" (as per § **381-51E**), dining and entertainment establishments (as per § **381-51O**), and for tennis courts or noncommercial swimming pools in conjunction with townhouse developments (as per § **381-55G**), the Planning Board, in the cases of applications for special permits for all other noncommercial swimming pools (as per § **381-55C**), and Battery Energy Storage Systems (as per § **§ 381-51P**), or the Zoning Board of Appeals, in all other special permit applications, shall hold a public hearing on every special permit application made to it, notice of which hearing and of the substance of the special permit application shall be given by publication in the official newspaper of the Village at least 10 days before the date of such hearing as provided for in § **381-48C**, and by such other notice as the Zoning Board of Appeals, Planning Board, or Board of Trustees, as applicable, shall require.

Section 2: The Code of the Village of Larchmont is hereby amended by adding thereto a new Chapter 100 to read as follows:

Chapter 100 – Battery Energy Storage Systems

§ 100-1 Authority.

This Battery Energy Storage System Law is adopted pursuant to Article IX of the New York State Constitution, §2(c)(6) and (10), New York Statute of Local Governments, § 10 (1) and (7), sections 7-700 through 7-704 of the Village Law and section 10 of the Municipal Home Rule Law of the State of New York, which authorize the Village of Larchmont to adopt zoning provisions that advance and protect the health, safety and welfare of the community.

§ 100-2 Statement of Purpose.

This Battery Energy Storage System Law is adopted to advance and protect the public health, safety, welfare, and quality of life in the Village by creating regulations for the installation and use of battery energy storage systems, with the following objectives:

A. To provide a regulatory scheme for the designation of properties suitable for the location, construction and operation of battery energy storage systems;

B. To ensure compatible land uses in the vicinity of the areas affected by battery energy storage systems;

C. To mitigate the impacts of battery energy storage systems on public and private infrastructure, existing property development and environmental resources.

D. To create a proper balance between battery energy storage system development and public safety, particularly from fire and explosion.

§ 100-3 Definitions.

As used in this Chapter the following terms shall have the meanings indicated:

ANSI: American National Standards Institute

BATTERY(IES): A single cell or a group of cells connected electrically in series, in parallel, or a combination of both, which can charge, discharge, and and/or store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

BATTERY ENERGY STORAGE SYSTEM: One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle or its components. A battery energy storage system is classified as a Tier 1 or Tier 2 battery energy storage system as follows:

A. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.

B. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

CELL: The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

ENERGY CODE: The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

FIRE CODE: The fire code section of the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

UNIFORM CODE: the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

§ 100-4 Applicability.

A. The requirements of this Local Law shall apply to all battery energy storage systems permitted, installed, or modified in the Village of Larchmont after the effective date of this Local Law, excluding general maintenance and repair.

B. Battery energy storage systems lawfully constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.

C. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Local Law.

§ 100-5 General Requirements.

A. A building permit and an electrical permit shall be required for construction or installation of all battery energy storage systems.

B. Issuance of permits and approvals by the Planning Board shall include review pursuant to the State Environmental Quality Review Act.

C. All battery energy storage systems and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) are subject to the Uniform Code and/or the Energy Code shall be designed, erected, and installed in accordance with all applicable provisions of the Uniform Code, all applicable provisions of the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the Uniform Code, the Energy Code, and the Village of Larchmont Code.

§ 100-6 Permitting Requirements for Tier 1 Battery Energy Storage Systems.

Tier 1 Battery Energy Storage Systems shall be permitted in all zoning districts as an accessory use, subject to the Uniform Code and the "Battery Energy Storage System Permit" (which is issued by the Building Official) and exempt from site plan review. However, Tier 1 Battery Energy Storage Systems located within the Area of Special Flood Hazard as defined in §337-4 – Flood Damage Protection shall require a special permit subject to the requirements set forth in Article VI of Chapter § 381-51P and a Floodplain Development Permit as may be required in accordance with chapter 337 . Tier 1 Battery Energy Storage Systems shall be required to comply with accessory structure setbacks, height and other requirements and the Building Official shall have the authority to require fencing, landscape screening or other buffers as deemed necessary to mitigate impacts.

§ 100-7 Tier II Battery Energy Storage Systems.

Tier 2 Battery Energy Storage Systems are not permitted in any zoning district in the Village.

§ 100-8 Safety.

In addition to all Federal, State, and Local requirements, including those requirements set forth above, all Tier I Battery Energy Storage Systems shall comply with the following standards, to the extent required by law:

A. System Certification. Battery energy storage systems and equipment shall be listed by a

Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:

1. UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
2. UL 1642 (Standard for Lithium Batteries),
3. UL 1741 or UL 62109 (Inverters and Power Converters),
4. Certified under the applicable electrical, building, and fire prevention codes as required.
5. Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

B. Site Access. Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department.

C. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA70.

§ 100-9 Abandonment.

Upon permanent discontinuance of the use the battery energy storage system, the property owner is required to remove the battery energy storage system and its components. The Building Official is hereby authorized to determine if the use of a battery energy storage system has been abandoned. In addition to all other remedies at law or equity, if upon at least forty-five-days' notice to the property owner and an opportunity to be heard, the Building Official determines the battery energy storage system to be abandoned or permanently discontinued, it shall be dismantled and removed from the property. Any costs or expenses incurred by the Building Official shall be assessable to the owner of the premises and shall be a lien on the premises.

§ 100-10. Violations.

In addition to any other penalties provided for, any person violating any of the provisions of this § 100 of the Code of the Village of Larchmont shall be guilty of a violation (i.e. not a misdemeanor or felony) punishable by a fine of up to $500. Each day a violation continues shall constitute a separate offense.

Section 3: Chapter 381 of the Code of the Village of Larchmont is hereby amended by adding thereto a new § 381-51 P to read as follows:

P. Battery Energy Storage Systems located within Larchmont's FEMA designated floodplains.

Battery Energy Storage Systems located within Larchmont's FEMA designated floodplains have the potential to create hazardous conditions. As such, they shall comply with the following:

1. The siting of a Battery Energy Storage System in an area of Special Flood Hazard and the regulatory floodway shall be avoided.

2. If there is no other viable alternative location outside of these areas, an engineering and safety report, prepared by a professional engineer licensed in the State of New York shall be provided. The report shall document that the Battery Energy Storage System shall not result in electric shock, fire or other damage if inundated by floodwaters and shall document that the structural design of the BESS shall resist water forces that may damage or dislodge the system during the base flood.

Section 4: Severability. If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 5: This Local Law shall take effect immediately upon filing with the Secretary of State.



2025 ANNUAL REPORT

Larchmont Fire Department

Mission Statement

"Our mission is to protect and serve our community with unwavering dedication and professionalism. We strive to prevent and minimize loss of life and property through comprehensive fire prevention and education programs, as well as prompt and efficient emergency response to all types of emergencies. Our highly trained and skilled firefighters work tirelessly to ensure the safety and well-being of our community, while maintaining the highest standards of integrity, compassion, and respect. We are committed to continuous improvement and innovation in all aspects of our service, and we pledge to always be there for our community in their time of need."

History of the LFD

The "Larchmont Manor Fire Company" was founded in 1889 by a small group of residents led by Charles Singer (later elected Chief) who saw a need for fire protection in the community. As this was prior to the incorporation of the Village of Larchmont, much of the money used to purchase equipment was raised through donations and fundraising events. The original firehouse was built at the corner of Maple and Circle Avenues on land deeded from the Larchmont Manor Company.

As the community developed, members saw a growing need for an organized firefighting force. In 1891 after the Village of Larchmont became incorporated the Board of Trustees adopted a resolution to incorporate the "Larchmont Fire Department" with Charles E. Little to be the Department Chief.

One of the more disastrous fires in the early years of Larchmont history occurred on November 2nd 1902. Most of the buildings on Larchmont Avenue from Boston Post Rd to Addison St fell victim to the massive blaze prompting a ban of wooden structures. As technology advanced so did Firefighting Equipment and Apparatus. Throughout the year's members of the Larchmont Fire Department have committed countless hours to training and responding to emergencies to keep the Village of Larchmont safe. This includes providing mutual aid assistance to our neighbors both near and far. On September 11th, 2001 crews like many others from the state and country responded to assist in rescue and recovery efforts following the attacks on the World Trade Center. Larchmont provided crews and apparatus covering fire response in Bronx neighborhoods as well as crews assisting at Ground Zero.

The Larchmont Fire Department stands at the ready 24/7/365 prepared to answer any and all alarms with professionalism and excellence as we have since the late 1800's. We thank our community for allowing us to serve the last 100+ years and we look forward to the next.

Message from the Chief of Department

It is with great pride that I respectfully submit the Village of Larchmont Fire Department's 2025 Annual Report.

Over the past year, the Larchmont Fire Department continued its mission of protecting life, property, and community well-being through dedication, modernization, and strategic planning. Our members responded to 977 calls for service. While overall call volume was slightly lower than in previous years, the absence of major storm events, often a significant driver of increased responses, contributed to this decrease.

This year marked substantial progress in operational efficiency and preparedness with the implementation of new software systems supporting training, scheduling, emergency response, incident pre-planning, fire inspections, asset inventory, and daily operations. These advancements enhance accountability, coordination, and readiness across the organization.

We were also the grateful recipient of a generous donation funding a new SCBA fill station, scheduled to arrive at the end of January 2026, which will significantly improve our in-house operational capability. Continued upgrades to our radio system further strengthened communications, including the introduction of a heart-healthy alert tone and clearer, more concise radio traffic throughout the firehouse.

In terms of apparatus modernization, the department successfully sold its aging Sutphen tower ladder, replaced by a fully operational 2005 Ferrara tower ladder now in service. Additionally, a contract has been signed for a new tower ladder, with delivery anticipated in FY 28-29 ensuring long-term operational readiness. Furthermore, contained in this report you will see a small snapshot of the highlights from the year 2025. I would like to take this time to thank Mayor Bauer, Deputy Mayor Post, Trustee Brennan, Trustee Fanelli, Trustee Par*é*, and Administrator Katzin for their continued support and dedication to our department's mission and members. In addition, I would like to welcome newly elected Trustee's Post and Magid and Assistant Administrator O'Neill. As always, the Larchmont Fire Department remains committed to delivering the highest level of fire protection, emergency medical service, and hazard mitigation for our community.



Respectfully Submitted,
Chief Richard W. Valentine

RESPONSE SUMMARY

The Larchmont Fire Department responded to 977 calls during the year 2025.

Fires and Explosions – 21

- Building fires, cooking fires, chimney fires, vehicle fires, dumpster fires

Emergency Medical Services and Rescues – 381

- Patients suffering a medical emergency, motor vehicle accidents, elevator rescues, machinery rescues, water rescues

Hazardous Conditions – 112

- Propane or natural gas leaks, carbon monoxide incidents, electrical emergencies, power line emergencies, chemical spills or leaks

Service Calls – 119

- Water evacuations, animal rescues, lock outs of vehicles or buildings, smoke removal, public service calls, lift assists

Good Intent Calls – 63

- Smoke or odor scare, no incident found at dispatched address, hazardous materials investigation with no hazard found, cancelled in route to address

Malfunction / Unintentional Calls / Other – 281

- Fire alarm system(s) malfunction, Accidental Sprinkler/Smoke Detector/ CO Detector activation, Storm Assessments
    - Note: Unintentional calls involve properly working fire alarm system features where the system acted as intended but was not found to be a hazard.

Historical Call Volume

2024 – 1062 Calls for Service

2023 – 1020 Calls for Service

2022 – 1072 Calls for Service

Fire Prevention and Life Safety Bureau

Administered by Lieutenant Boettcher

The outcomes of fire prevention efforts are often indirect and not as immediately visible as training or fire suppression operations. Nevertheless, the actions of every member of the Larchmont Fire Department have a meaningful and lasting impact on the community each day. The department remains proud of the level of public service provided through these efforts.



Special recognition is due to Fire and Life Safety Educators Montemarano and Pilla for their continued dedication and hard work in advancing the department's fire prevention and education initiatives. These programs included, but were not limited to, fire extinguisher training, caregiver fire safety, scout safety programs, senior group education, and classroom-based school programs.

In 2025, approximately **1,582 individuals** received training, which is an **increase of 149 individuals** from the previous year. Following a record-setting year in 2024 for community education, the program continued to expand in 2025 and surpassed the previous year's participation levels. The Larchmont Fire Department remains committed to expanding fire prevention education and maintaining the safety of the Village of Larchmont as it moves into 2026.

Fire Inspection Bureau

Administered by Lieutenant Ettere

The Larchmont Fire Department, continuing to work in collaboration with the building department, went on foot to inspect each permittable occupant in the Village of Larchmont. Our process is centered around a steadfast commitment to fire safety, as well as educating the business owners of safe practices.

Throughout 2025, the Fire Safety Inspection Bureau have inspected close to 450 permittable occupants within the Village of Larchmont. Among these occupants are small businesses, assemblies

and multiple dwellings. Some of the priorities we have focused on with this year's inspections are overall building safety and Knox Box access.

With overall building safety some of the things we looked for are properly functioning fire doors, clear storage around utilities and egress, properly operating detection systems and exterior structure stability in regards to safe fire escapes and parapets. We have also made an effort to inform business owners of the benefit of having a Knox Box on location for easier emergency response access to the building.

Our objective each year is to get into each one of these locations and ensure all safe and appropriate measures are in place; per the New York State Fire Code and Property Maintenance Code. Through the inspection process we will continue to educate owners and occupants on safe practices, identify hazards and make certain any unsafe conditions are corrected. We also continue to set up a follow-up inspection to assure any unsafe conditions are corrected in a timely manner.

We take pride in specializing in this crucial area. Conducting these fire safety inspections are both a requirement of New York State Law, as well as prove to be a vital tool for the fire department in identifying hazards before they become a life-threatening emergency.

Training Bureau

Administered by Lieutenant Adams

While 2025 passed quickly, the Training Bureau experienced a highly productive and demanding year. In addition to completing all annual training requirements mandated by OSHA and New York State, several key initiatives and accomplishments warrant recognition in this year's report.

The Larchmont Fire Department continues to be an active member of the Westchester County Hazardous Materials (HazMat) Squads. During 2025, members participated in in-service training on newly acquired specialty equipment designed for hazardous materials response throughout Westchester County. This regional, cooperative effort is critical to ensuring safe, efficient, and coordinated responses to HazMat incidents within Larchmont and neighboring communities.

The Training Bureau also benefited from a significant investment made in the prior year with the purchase and implementation of a new firefighter bailout prop. This prop was placed into service in 2024 and proved invaluable during 2025. Following an unforeseen manufacturing issue, the

department's newly upgraded bailout systems were temporarily recalled and replaced by the manufacturer. During this period, temporary systems were provided at no cost. The availability of the bailout prop allowed all updated bailout training to be conducted locally in the department's rear parking area, eliminating the need for off-site travel or rented training equipment. This situation underscored the importance of strategic capital investments, which ensure the department's ability to meet evolving safety standards and operational requirements; even when challenges arise beyond departmental control. All bailout systems have since been replaced with new equipment, and members are now fully proficient in their use as a direct result of this training capability.

In 2025, the department also initiated a multi-year capital replacement program focused on modernizing rescue tools. This effort involves replacing aging power tools and accessories with battery-powered equipment. Each new tool undergoes comprehensive training prior to being placed into service. All instruction was conducted in-house using realistic, scenario-based training to ensure members are fully prepared before deploying the equipment at emergency incidents. A significant additional benefit of this initiative is the transition to a standardized battery platform across tools, reducing long-term costs and improving operational efficiency.

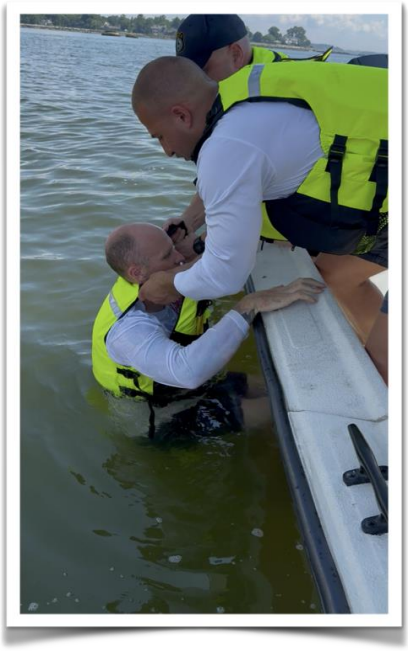


Finally, one of the most significant operational changes in recent years was the replacement of the department's tower ladder apparatus. The 1996 Sutphen Tower Ladder was sold and replaced with a 2005 Ferrara Tower Ladder. While similar in function, the differences between the two apparatus required extensive in-service training for all members. Ensuring operator proficiency prior to placing the apparatus into service was a critical priority. All training was conducted internally by the Training Bureau. This preparation proved essential when the 2005 Ferrara Tower Ladder was deployed to a large-scale fire in the City of Mount Vernon only months after entering service. The crew operated for more than eight hours and played a vital role in fireground operations during the early morning incident.

Marine Services Bureau

Administered by Firefighter Walters

Over the course of the year we have made significant head way in the direction of training. This has included completing extensive cross-agency training to enhance operational readiness and effectiveness.



Fire Department Training

- A total of 12 firefighters have been trained as deckhands.
- Of these, 8 firefighters are qualified as operators, which includes all 4 Fire Officers.
- The Larchmont Fire Department has completed 108 hours of Marine training.

Police Department Training

- A total of 9 police officers have been trained as deckhands.
- Of these, 6 officers are qualified as operators.
- The Larchmont Police Department has completed 59 hours of Marine training.

In total, 167 hours of training have been dedicated to the Marine Unit this year. This joint effort ensures that both the Police Department and Fire Department are equipped with the skills necessary to operate and support marine operations safely and effectively.

SIGNIFICANT MARINE EVENTS



The Larchmont Fire Departments Marine Unit has dedicated 86 hours to events and details that have taken place in the waters surrounding Larchmont over the span of the summer and fall months. These events included Larchmont Yacht Clubs fireworks display which took place inside of Larchmont Harbor. Larchmont Yacht Clubs race week where over 100 youth sailors participated in multi day races and safety courses. The Swim Across America event where more than 500 swimmers swam along the shores of Larchmont from the Yacht club to the Shore

club, including a dozen swimmers traversing the Long Island Sound. And the Intercollegiate Regatta weekend, that was attended by 49 schools with more than 370 student participants.

In the early hours of August 31st, LFD was dispatched to a report of a person in the water in Larchmont Harbor with little information given. This individual had jumped off of a sailboat that was moored in Larchmont Harbor and swam away after stating they had intentions of harming themselves. This was a witnessed event where the party was seen swimming away from the vessel they were on and the reporting party had lost visual contact with the patient. The patient was found over 100 yards away hiding in a “dinghy”.

This incident prompted a response from other marine units in the area. The Village of Mamaroneck Police Department and U.S. Coast Guard Station Kings Point were both instrumental in locating the patient in the pitch-black darkness of the Long Island Sound. The patient was assisted onto the Coast Guard vessel due to their agitated state and brought to shore where they were transported for evaluation at a medical facility.

Over the summer and fall months, LFD has responded to numerous medical calls at Larchmont Yacht Club for incidents that occurred on the water where the individuals were brought to shore prior to our arrival allowing them to receive medical care from our members.

Marine Unit Updates



Earlier this year, we took delivery of a new trailer and motor storage mount for Marine 43, our inflatable rescue boat. Unlike the previous trailer, this trailer meets the specifications for our rescue boat and will allow LFD to deploy M43 anywhere in Larchmont or our surrounding communities with haste.

We also took delivery of a 20’ Intermodal Container which houses M43. This container gives us the ability to store M43 with the motor on its trailer ready to deploy at a moment’s notice. During the off season when M34 is not in the water, all of the equipment and contents are stored in this container. This will give the Marine Unit an organized central location for all of the necessary equipment to be stored.

Thank you for your continued support.

RESOLUTION RE: APPOINTMENT OF DANA POST AS MEMBER OF THE PARKS & TREES COMMITTEE

RESOLVED, that the Board of Trustees of the Village of Larchmont hereby appoints Dana Post as a Member of the Village of Larchmont Parks & Trees Committee; and be it further

RESOLVED, that the appointment of Dana Post shall fill an unexpired two-year term resulting from a vacancy on the Committee, ending December 2027.

Submitted by: Trustee Dawn Magid
Date: January 24, 2026
For: January 26, 2026

RESOLUTION RE: APPOINTMENTS OF DANA POST AND KIM TAYLOR AS CO-CHAIRS OF THE PARKS & TREES COMMITTEE

RESOLVED, that the Board of Trustees of the Village of Larchmont hereby appoints Dana Post and Kim Taylor as Co-Chairs of the Village of Larchmont Parks & Trees Committee; and be it further

RESOLVED, that the appointment of Dana Post as Co-Chair shall be for a two-year term and expire in December 2027; and be it further

RESOLVED, that the appointment of Kim Taylor as Co-Chair shall fill an unexpired two-year term and expire in December 2026.

Submitted by: Trustee Dawn Magid
Date: January 24, 2026
For: January 26, 2026

RESOLUTION RE: APPOINTMENT OF NORA MCMILLAN AS MEMBER OF THE TRAFFIC COMMISSION

RESOLVED, that the Board of Trustees of the Village of Larchmont hereby appoints Nora McMillan as an Alternate Member of the Village of Larchmont Traffic Commission; and be it further

RESOLVED, that the appointment of Nora McMillan shall be for a three-year term expiring December 2028.

Submitted by: Trustee Ian Post
Date: January 24, 2026
For: January 26, 2026

RESOLUTION RE: APPOINTMENT OF EMANUEL AGUIAR TO POLICE OFFICER OF THE LARCHMONT POLICE DEPARTMENT

WHEREAS, the Village of Larchmont and Larchmont Police Department have been notified of an upcoming retirement of a long-serving member, effective January 2026; and

WHEREAS, in anticipation of this vacancy, and in consideration of the scheduling of Police Academy sessions typically held in the summer and fall, the Village of Larchmont and Larchmont Police Department sought to recruit an additional Police Officer beyond the FY 2025/26 budgeted allocation in order to ensure staffing continuity and avoid a critical shortage upon the retirement; and

WHEREAS, the risks and liabilities associated with police work are best mitigated through maintaining full staffing levels within the Departments; and

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

WHEREAS, it is in the best interest of the residents of the Village of Larchmont and the Larchmont Police Department to fill the anticipated vacancy without delay; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Larchmont hereby appoints Emanuel Aguiar to the position of Police Officer.

Submitted by: Village Administrator
Date: January 22, 2026
For: January 26, 2026

RESOLUTION RE: APPOINTMENT OF ACTING VILLAGE TREASURER

WHEREAS, James Cazzorla has submitted his resignation from his role as Village Treasurer for the Village of Larchmont, to be effective February 13, 2026; and

WHEREAS, the Mayor of the Village of Larchmont has nominated Deputy Village Treasurer Maria Broderick to be appointed as the Acting Village Treasurer effective February 13, 2026, pending Village Board confirmation; now, therefore, be it

RESOLVED, that the Village of Larchmont Board of Trustees hereby confirms the appointment of Maria Broderick to the position of Acting Village Treasurer; and be it further

RESOLVED, that the effective date of said promotion shall be February 13, 2026, until such time as a permanent Village Treasurer shall be appointed, or the end of the unexpired term ending December 2026, whichever is sooner.

Submitted by: Village Mayor
Date: January 24 ,2026
For: January 26, 2026

RESOLUTION REGARDING LOCALS

WHEREAS, on November 17, 2025, as part of a Special Permit renewal determination, this Board prohibited the playing of music in the Locals establishment, including non-live background music; and

WHEREAS, this Board's Special Permit determination provided that Locals could return to this Board for permission to resume playing music after working with the Village's Noise consultant to achieve a plan for playing music which would not be unreasonably disturbing to Locals neighbors, especially an abutting second floor apartment; and

WHEREAS, the Village has received a report from its noise consultant concluding with the opinion that certain background music can be played at the Locals establishment without unreasonably disturbing its neighbors; and

WHEREAS, this Board wishes to establish a "test" period where Locals can play background music during actual operating hours under parameters established by the Village's Noise consultant.

NOW THEREFORE, be it resolved as follows:

1. The Village Administrator, with the assistance of the Village Noise consultant and the Village Attorneys, shall enter into an agreement with Locals permitting them to play background music, under parameters established with the assistance of the Village's Noise consultant, for a test period to run until the Village's regular March Village Board meeting.

2. During the testing period the Village's Noise consultant and such other parties as the Administrator shall deem advisable, shall monitor the playing of the music to determine its impact beyond the Locals premises.

3. If, during the testing period, the Village Administrator determines that noise from the music is unreasonably disturbing to neighbors, the Administrator may terminate the permission to conduct the testing immediately.

4. At the end of the testing period the Village Board shall consider whether to extend the test period, terminate the testing, and/or whether to permit certain background music on a more permanent basis.

Date: January 23, 2026
For: January 26, 2026
Submitted by: Village Administrator

Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538
www.larchmontny.gov

LETTER AGREEMENT

Re: Playing of Ambient Music at Locals

Mr. Peter Sherman
Locals Larchmont LLC ("Locals")
2128 Boston Post Road
Larchmont, NY 10538

Dear Mr. Sherman,

As you know, on January 26, 2026, the Larchmont Village Board (the "Village Board") adopted a Resolution authorizing me to enter in an Agreement with you setting forth the terms under which background music (ambient music/lounge music) will be permitted to be played at Locals as a test for a period commencing upon full execution of this agreement and ending on the day of the Village Board's Regular March meeting. This letter shall serve as that Agreement. By signing this letter you and I confirm the terms of our Agreement are as follows:

1. With the exception of permission for this testing of ambient music, all terms and conditions of the Village Board's November 17, 2025 (Findings and Decision 12/01/2025) Special Permit remain in full force and effect.

2. Commencing on the date this letter is fully executed and, unless sooner terminated pursuant hereto, ending at 10:00 P.M. on the date of the Village Board's Regular Meeting on March, 23, 2026, Locals shall be permitted to play background music at its establishment under the following parameters:

    a. The background music shall be only non-live music;

    b. The background music shall only be played through Local's own "PA system" speakers which were used for the testing conducted by the Village's Noise Consultant, B. Laing Associates, on December 11, 2025. (See B. Lang Associates December 23, 2025 Report to the Village.)

c. The background music shall have an interior decibel level no greater than 65 measured in A-weighted decibels (dB(A)) using the L_{eq} (average) metric in a 10-minute interval.

d. The music shall only be permitted to be played between the hours of 9:00 A.M. and 10:00 P.M.

3. During the testing period, the Village's Noise Consultant, myself and any other party(ies) I deem advisable shall have unfettered access to Locals during its operating hours to monitor and/or test noise levels.

4. If, during the testing period, I determine that the playing of the music violates any of the terms of this Agreement, or is unreasonably disturbing to neighbors despite compliance with the parameters set forth herein, I shall have the authority to immediately terminate permission to play the music, or to adjust the parameters. You agree that, upon notice from me to you, that I am terminating permission, or adjusting parameters, you will immediately comply with my notice.

5. As noted in the Village Board's January 26 ,2026, Resolution, at the end of the testing period, the Village Board will consider whether to extend the test period, terminate the testing, and/or whether to permit background music on a more permanent basis.

Above terms Accepted and Agreed to:

Locals Larchmont LLC

By:_____
Peter Sherman, _____
(Title)

Village of Larchmont

By:_____
Aylone Katzin
Larchmont Village Administrator

B. LAING ASSOCIATES
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ENVIRONMENTAL CONSULTING
www.blaingassociates.com
380 N Broadway, Suite 407 - Jericho, NY 11753
(631) 261-7170

December 23, 2025

Mayor Sarah Bauer and Members of the Board of Trustees
Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538

Cc: Patrick Cleary, Cleary Consulting

RE: 2128 Boston Post Road, Village of Larchmont, Westchester County

Mayor Sarah Bauer and Members of the Board of Trustees,

Thank you for allowing B. Laing Associates, Inc. the opportunity to assist the Village of Larchmont on environmental/noise analysis services. Specifically, this analysis is in regard to assessing potential noise impacts at a dining and entertainment establishment, identified as Locals, located at 2128 Boston Post Road, Village of Larchmont, Westchester County. To-date, B. Laing Associates, Inc., has reviewed an acoustical report from Trinity Consultants ("Trinity") (acoustical consultant for 2126 Boston Post Road) dated September 29, 2025, a comment document from Trinity dated November 1, 2025 (related to Locals' Sound Consultant's Proposal for Soundproofing), as well as a portion of the data collected by SoundSense (acoustical consultant for Locals) on December 11, 2025. The purpose of this correspondence is to update the Village on matters thus far and provide guidance in regard to the use of background music (i.e., Locals own PA system) at the facility. Please note, this letter is only in regard to noise levels and findings pertaining to background music/ambient music/lounge music. B. Laing will review and provide commentary on a final findings report, which will include data on live music (i.e., bands) and any proposed mitigation designed by SoundSense once completed.

Summary of Site Visit and Data Collection

On December 11, 2025, at 9:14 AM, B. Laing Associates, Inc. took a 20-minute ambient noise measurement from the sidewalk along Boston Post Road, just outside of the Locals establishment. The result of the exterior measurement was 68.8 dB(A). The sound levels in this location are dominated by vehicular traffic on Boston Post Road (NYSDOT Principal Arterial – other Urban); thus, an environment with many loud, intermittent noises. At 10:00 AM, B. Laing Associates, Inc., SoundSense personnel, and Locals' attorney, Maximillian Mahalek of Cuddy & Feder, met at Locals for a site visit and to collect noise level data at various points. Once inside the establishment, the owner of Locals, Peter Sherman, detailed what a typical day and evening would entail, as well as the noise mitigation efforts that were put in place thus far. Both groups of noise consultants took various measurements throughout the establishment, including from the 1st level dining area, 2nd level dining/bar area, 2nd level balcony, and the roof. These measurements were taken in an ambient condition, followed by 100 dB(A) of pink noise, background music, and amplified music with live drums. Both groups of noise consultants, along with Locals' attorney, then went over to the 2nd level

residence that shares a wall with Locals to the north, as coordinated with Michelle Cirillo, the resident of 2126 Boston Post Road. Ambient measurements were taken at locations throughout the residence, including the kitchen/living room, master bedroom, and secondary bedroom. The secondary bedroom is a young child's bedroom, which shares a wall with Locals. It is also closest in proximity to the raised stage that is set up by Locals for live music events. Measurements, as previously noted, were taken at each of these locations with pink noise, background music, and amplified music with live drums. Once the ambient and pink noise level measurements were obtained, Locals had their sound technician play music through their speakers at various levels from the overhead speakers, and then again while live drumming occurred to try to represent a live band. To conclude data collection in both spaces, reverberation tests utilizing balloons to assess the space's acoustic quality were conducted. Those results will be provided within SoundSense's report when furnished.

Findings:

As above, this letter pertains only to the background music that is played over Locals' own speakers, not live music. All other data and findings will be outlined in a supplemental report along with any mitigation plan.

In review of the Trinity Noise Report, dated September 29, 2025, and consequent questions from this office, it was confirmed that the metric that was utilized to discuss the ambient noise was based on L_{90}, whereas the metric that was utilized to assess the amplified sound and live band levels was L_{eq}. L_{eq} describes the average sound over a given period of time (i.e., the average), whereas L_{90} describes the noise level that was exceeded for 90% of the time. That is, for 90% of the time for the period measured, the noise level was at least above the L_{90} level; this often excludes louder events or sounds that occur infrequently. The ambient level provided in L_{90} to the sound source level in L_{eq} cannot be directly compared, as they provide different characteristics of the noise environment. In C.M. Harris - *3rd Edition Handbook of Acoustical Measurements and Noise Control*, ambient noise is defined as "The all-encompassing noise associated with a given environment at a specified time, being usually a composite of sound from many sources at many directions, near and far; no particular sound is dominant." Additionally, Bruel and Kjaer write, "Ambient noise includes all sounds present in an environment. The ambient noise may be measured at any moment, but it will vary widely with time, e.g., the coming and going of trucks." When conducting a sound/noise study, it is not irrelevant to sample the dominant ambient noise source in the community's environment. This is especially true when the dominant sound source is a major roadway. As mentioned above, Boston Post Road is classified as an urban principal arterial roadway by NYSDOT, meaning that it serves as a major activity center of a metropolitan area and that it deals with the highest traffic volume in the surrounding area (aside from interstates, freeways, and expressways), and is associated with many loud and intermittent noises. The existing through-traffic nature of this roadway cannot be ignored, as the receptor is located along this route and the road contributes sounds to the ambient condition. Both New York State Department of Environmental Conservation (NYSDEC) and Federal Highway Administration (FHWA) use the L_{eq} as their metric for ambient levels. In any case, Trinity's ambient sound level was 27 dB(A) utilizing metric L_{90}. The ambient measured on the site visit on December 11, 2025, was 36.23 dB(A) in the L_{eq} metric. No background music was active during the December 11th ambient measurement. It is unknown whether background music was playing in Locals during Trinity's ambient measurement from 6:45 to 7:00 PM.

The current sound engineer (who has worked all the live events at Locals, excluding the Vanilla Ice event) stated that he modifies the amplified sound levels in the PA system to match conversation levels so that patrons are still able to hear each other while communicating. Human conversations at a distance of two to three feet away range at a sound pressure level (SPL) of 60 dB(A) with a calm voice to 75 dB(A) with a raised voice (USEPA's Community Noise, 1971). The sound engineer looped one of their louder, commonly

played songs (Every Little Thing She Does Is Magic by The Police) so that the loudest portion of the song was continuously played. Sound pressure levels from within the second floor of Locals, while the amplified background music was being played from the speakers, occurred at 65.08 dB(A). The sound levels from within the secondary/child's bedroom, while the same amplified music was played, occurred at 35.26 dB(A). In comparison, the measured ambient noise level from within the child's bedroom occurred at 36.23 dB(A). The collected data are/were provided in the L_{eq} metric. The sound measurement within the bedroom that shares a wall with Locals while the amplified background music was playing was in line with the measured ambient sound levels. The 30 to 40 decibel range is considered very quiet to quiet according to NYSDEC *Assessing and Mitigating Noise Impacts*. As further provided in the guidance, "Increases ranging from 0-3 dB should have no appreciable effect on receptors." The sound engineer increased the electronic sound system between 95 and 98 decibels for one measurement. In this case, the sound measurement in the child's bedroom registered 40/41 decibels. This would be an increase of 4-5 decibels. An increase of 5 to 10 decibels can be perceived as intrusive.

Conclusion

As mentioned above, the ambient noise levels in the bedroom adjacent to Locals while music, occurring at 65.08 dB(A), was played over the speakers did not result in a significant increase in sound levels. The ambient level was found to be a comparable noise level to the level with background music playing. This can be attributed to changes in outdoor noise levels from the surrounding neighborhood; however, it should be noted that attempts were made to take both measurements from within the child's bedroom at times when there were no vehicles passing by on the roadway. As such, Locals use of background music from their overhead speaker system does not result in any significant perceivable impact to individuals residing at 2126 Boston Post Road. Ms. Cirillo (the resident) was consulted during sound level measurement testing. Ms. Cirillo did inform both groups of consultants and Locals' attorney that the background noise during the on-site measurement was not an issue. Ms. Cirillo stated that the live music events (i.e., bands) have impacted both her child and herself. This is partially confirmed by Trinity, who noted that the live band has always been expressed as a major issue. During their sound study only, a few measurements were taken prior to the 8 PM band when a solo act was performing; including a solo singer/guitarist with microphone and guitar amplified. No data were provided as Trinity stated it was "not nearly as loud as the band." Noise data provided by Trinity with the live band in play depicted an increase in sound pressure level between 8 and 11 decibels higher in the child's bedroom than the L_{eq} ambient measured during the December 11th site visit. This increase can be considered twice as loud and intrusive to very noticeable.[1] Noise mitigation is warranted to eliminate any adverse noise impacts. However, at this time, B. Laing Associates, Inc. is only providing guidance on the background music.

In summary, the background music, at a sound level similar to human conversation, does not result in any significant noise impact on the concerned resident. This is observed in the measured data on December 11th and communicated by Ms. Cirillo and her acoustical consultant. If the Board should allow Locals to resume background music, B. Laing Associates, Inc. can verify sound levels at 2126 Boston Post Road once again for compliance.

As previously noted, once the acoustical consultant for Locals provides further information and/or mitigation measures for potential adverse noise impacts related to live bands, B. Laing Associates, Inc will provide a supplemental review.

[1] Sound is logarithmic and a 10-decibel (dB) increase in sound level is generally perceived by humans as roughly twice as loud.

Please contact the office with any questions you may have regarding the above information. Thank you.

Sincerely,



Danna M. Cuneo
Principal Scientist

APPENDIX A

SITE FIGURES

Obtained from Google Earth

SITE PHOTOGRAPHS

Taken December 11, 2025



Figure 1: Site Location Map
2128 Boston Post Road- Outlined in red



Photo 1: Showing Locals (left) and 2126 Boston Post Road (right) where they front along Boston Post Road. The second level of 2126 Boston Post Road is the residential space that has expressed concerns regarding the noise levels of live band events at Locals.



Photo 2: Showing Locals (right) and 2126 Boston Post Road (left). Looking east from the Village of Larchmont parking lot that branches off of Gilder Street.



Photo 3: Second floor dining area in Locals, looking west towards the balcony doors.



Photo 4: Event space area on the second level that fronts along Boston Post Road, looking east.



Photo 5: Section of the event space area that is adjacent to the secondary bedroom/child's bedroom at 2126 Boston Post Road.



Photo 6: Sound mitigation efforts in place along shared wall, seen in Photo 3.

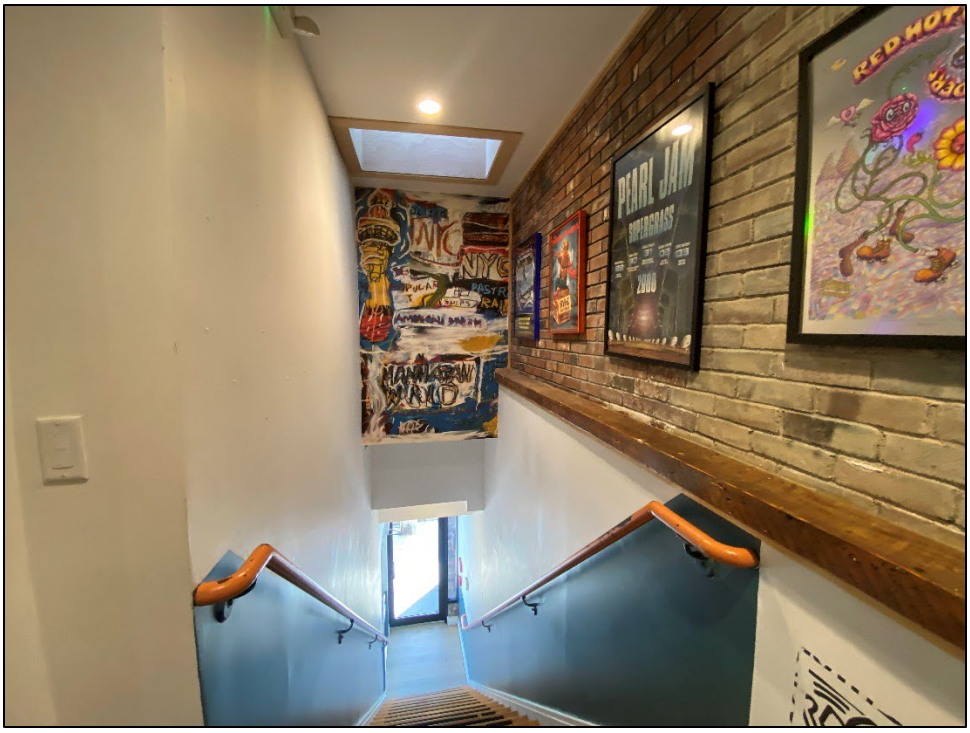


Photo 7: Stairwell that connects the two levels of Locals.



Photo 8: Roof level looking east at the skylights and HVAC units of Locals.



Photo 9: Portion of first floor dining area of Locals that shares a wall with the Vision of Tomorrow portion of 2126 Boston Post Road.



Photo 10: Primary bedroom at 2126 Boston Post Road with windows that front along the roadway.

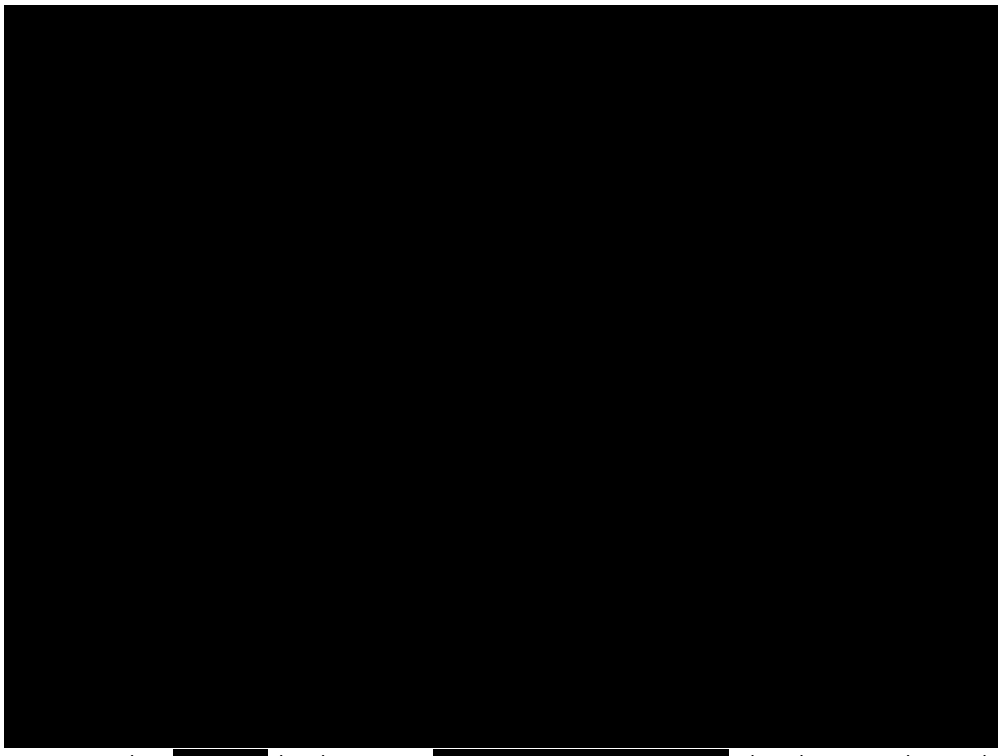


Photo 11: Secondary [redacted] bedroom at [redacted] that has windows that [redacted] and a shared wall with Locals.

RESOLUTION RE: AUTHORIZE EXECUTION OF A PROPROSAL WITH WESTCHESTER COUNTY FOR THE STOP-DWI PATROL/DATAMASTER PROJECT

RESOLVED, that the Village Administrator is hereby authorized to execute an agreement with the County of Westchester, acting by and through its Department of Public Safety Services, for the Village of Larchmont Police Department to participate in the Westchester County STOP-DWI Patrol/Datamaster Project, for the term January 1, 2026 through December 31, 2030, in an amount not to exceed $8,400.00 per year, and is authorized to undertake all administrative acts required pursuant to the agreement; and be it further

RESOLVED, that all revenue received and expenditures incurred in connection with this program be applied and charged to the appropriate budget account(s), as determined by the Village Treasurer, and administered in accordance with the terms of the agreement.

Submitted by: Village Administrator
Date: January 23, 2026
For: January 26, 2026

Larchmont: 2026-2030-14

THIS AGREEMENT made this day of , 2025 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County") Acting by and through its Department of Public Safety Services (hereinafter referred to as the "Department")

and **Village of Larchmont**
120 Larchmont Ave
Larchmont, NY 10538

_____ a municipal corporation of the State of New York having an office and place of business at _____ _____, New York, acting by and through the _____ Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED ($8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A", which is attached hereto and made a part hereof (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

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

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall

constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or her designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2026 and continue through December 31, 2030.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

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

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

To the County:
Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:
Director, Drug Abuse Prevention & STOP-DWI
112 E. Post Road, 3rd Floor
White Plains, New York 10601

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

To the Municipality:

_____

_____

_____

10. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE –SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

BY:_____
Terrance Raynor
Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY:_____
Name:
Title:

Approved by the Westchester County Board of Legislators on the 29th day of September, 2025 by Act No. 189 - 2025

Approved:

_____
Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____ _____
Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution

_____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Town/Village/City Board, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On the _____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the municipal officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at
_____, and he/she is an officer of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

SCHEDULE A

STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. **It cannot be used to replace any regular, normal or routine patrol**. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS $8,400.00 PER YEAR.

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required **before** the checkpoint is conducted.

Patrol Project Reimbursement Documentation Packet - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

A. **OFFICER Tracking Report**: This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
B. **PATROL Tracking Report Summary**: This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report ONLY if there is more than one officers assigned to the patrol.
C. **Payment Voucher**: A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy MUST show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of $100.00 per hour.

D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report,** the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

Director, Office of Drug Abuse Prevention & STOP-DWI
112 E. Post Road
3rd Floor
White Plains, New York 10601

ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

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

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

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

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

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

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

SCHEDULE "C"
Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?
Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
☐ New
☐ Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name: | Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature | Print Name/Title | Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type: (check one) ☐ Checking ☐ Savings

11. Bank Account Number: | 12. Bank Account Title:

13. Bank Contact Person Name: | Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR if** a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature | Print Name / Title | Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

RESOLUTION RE: AUTHORIZE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MILLENNIUM STRATEGIES FOR FLEX GRANT CONSULTING SERVICES

WHEREAS, the Village of Larchmont is desirous of entering into a professional services agreement with a grant consultant firm to identify, research, and present available governmental and non-governmental grant opportunities, and to prepare and support grant applications in support of the Village's priorities; and

WHEREAS, the Village is in receipt of a professional services agreement proposal from Millennium Strategies for Flex Grant Consulting Services, allowing the Village to utilize their services on a project-by-project basis for an annual fee of $5,000 for grant researching and consultation with the Village, with an optional additional rate of $150 per hour for their grant writing services; and

WHEREAS, Village staff recommend executing the proposal with Millennium Strategies in support of funding the Village's priorities and in compliance 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 agreement with Millennium Strategies for flex grant consulting services, in accordance with the terms and conditions set forth therein, for the applicable coverage period, and to undertake all administrative acts required pursuant to the agreement, pending final review by the Village Attorney; and be it further

RESOLVED, that all expenses related to this professional services agreement shall be charged to the appropriate budget account(s), as determined by the Village Treasurer, and administered in accordance with the terms of the agreement.

Submitted by: Village Administrator
Date: January 24, 2026
For: January 26, 2026

MILLENNIUM
STRATEGIES

Proposal for Flex Grant Consulting Services

SUBMITTED TO

Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538

SUBMITTED BY

Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954

MILLENNIUM
STRATEGIES

October 2, 2025

Aylone Katzin
Village Administrator
Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538

RE: Proposal for Flex Grant Consulting Services

Dear Administrator Katzin,

Millennium Strategies is pleased to submit the following proposal to the Village of Larchmont for the provision of Flex Grant Consulting Services. Details pertaining to our company, staff, experience, services, and fees are outlined further within our proposal.

COMPANY PROFILE

Founded in 2005, Millennium Strategies is the largest full-service grants consulting firm in the region. We currently represent more than 200 municipalities, counties, school districts, and non-profit entities located throughout New Jersey, New York, Pennsylvania, Ohio, and Missouri. A comprehensive listing of our local government clients along with select client references is included with our proposal as an attachment.

Since our inception, we have helped to secure over $2 billion in grant funding on behalf of our clients. Details pertaining to our experience securing grant funding on behalf of local governments are included with our proposal as an attachment. What sets Millennium apart is our comprehensive and aggressive approach to providing grant research, grant writing, and grant administration services. We help our clients address their challenges by identifying, applying for, and administering grant funding for projects and programs that fall within the following categories.

- Arts and culture
- Community development
- Disaster recovery
- Economic development
- Environmental protection
- Health services
- Historic preservation
- Human Services
- Parks and open space
- Public Safety
- Recreation
- Senior services
- Sustainability
- Tourism
- Transportation
- Water and sewer

STAFF PROFILE

Millennium Strategies employs an accomplished team of 48 grant writing and support professionals responsible for ensuring the delivery of quality and timely services on behalf of Millennium's clients. All principals and staff possess post-secondary degrees related to government consulting/grant writing and are in good standing with the State of New York and other grant agencies. Neither the firm nor any of its principals or staff are disbarred, suspended, or otherwise prohibited from professional practice or from working with public entities by any federal, state, or local agency.

SCOPE OF SERVICES/FEE SCHEDULE

Millennium Strategies will provide our full suite of Flex Grant Consulting Services on behalf of the Village of Larchmont. Through these services, we will identify, research, and present available governmental and non-governmental grant opportunities. We will also prepare and submit grant applications in support of the Village's priority projects/programs on a project-by-project basis when authorized. A detailed scope of services and fee schedule is included with our proposal as an attachment.

STAFFING PLAN

Millennium Strategies proposes the following staffing plan to support the delivery of services on behalf of Village of Larchmont. Additional staff may be brought in to support our engagement if deemed necessary by Millennium. We will not hire subcontractors to perform any services.

Name	*Title*	*Role*
David Jenkins	Director of New York Operations	Partner-in-Charge

Biographies for all assigned principals and staff are included with our proposal as an attachment. All principals and staff that will support the delivery of services will be stationed out of our offices located at 25 Smith Street, Suite 401, Nanuet, NY, 10954.

CONCLUSION

Thank you for considering Millennium Strategies. We look forward to the opportunity to be of service on behalf of the Village of Larchmont. Should you have any questions regarding our proposal, please do not hesitate to contact me by phone at (201) 230-8545 or by email at djenkins@m-strat.com.

Sincerely,



Dave Jenkins
Director of New York Operations

Scope of Services/Fee Schedule

SCOPE OF SERVICES/FEE SCHEDULE

Millennium Strategies will provide our suite of Flex Grant Consulting Services on behalf of the Village of Larchmont. Through these services, we will identify, research, and present available governmental and non-governmental grant opportunities. We will also prepare and submit grant applications in support of your priority projects/programs on a project-by-project basis when authorized.

Scope of Services

Service 1: Kickoff Call and Consultation: Millennium will organize and attend an initial kickoff call and consultation. During this call Millennium will seek to introduce your staff to our service team and outline our plan for service delivery throughout the duration of the contract period.

Service 2: Research Available Grant Opportunities: Millennium will research available federal, state, county, corporate, and philanthropic grant opportunities on a continual basis throughout the duration of the contract period. Grants researched will focus on all areas of local government operations.

Service 3: Presentation of Detailed Grant Summaries: Millennium will prepare and present detailed summaries, for available grant opportunities identified, on a continual basis throughout the duration of the contract period. Grant summaries presented will provide your staff with access to key information pertaining to each grant opportunity including deadlines, eligibility requirements, funding parameters, project categories, previous recipient information, etc. Your staff will receive automated e-mail notifications on a weekly basis notifying them when new grant opportunities are available. Your staff will also retain access to Millennium's web-based grant research portal platform, where they may access and review the full grant summaries presented by Millennium.

Service 4: Consultations on Available Grant Opportunities: Millennium will provide consultations, when requested by your staff, regarding grant opportunities that your organization may be interested in pursuing. These consultations will provide your staff with guidance on the goals, requirements, and overall suitability of each grant opportunity to help determine whether it is viable for pursuit.

Service 5: Project Based Grant Writing: Millennium will prepare grant applications in accordance with the guidelines established by funding agencies, on a project basis and only when specifically requested by your staff and mutually agreed to by Millennium.

Fee Schedule

Services 1 – 4: Millennium will provide these services for an annual fee of $5,000.00. This fee will be billed in full one-time annually upon contract execution.

Service 5: Millennium will provide these services for consulting fees. Consulting fees will be quoted based upon the estimated time required to complete each grant application. We will utilize our internal rate of $150.00 per hour as a benchmark for estimating these consulting fees. Prior to rendering services, Millennium will provide a written project agreement outlining the scope of work and the consulting fee associated with each grant application you are seeking support with. Millennium will proceed with providing services only upon receiving written acceptance of each project agreement presented. Consulting fees will be billed in full and as quoted upon completion of each application authorized.

Experience

Our Experience

Millennium Strategies has unparalleled experience and a proven track record of success helping local governments navigate the complex grant landscape. Since our founding in 2005, we have helped to secure more than $2 billion in grant funding on behalf of our clients. This funding has directly translated to critical investments in infrastructure, public safety, recreation, education, and quality of life initiatives in communities throughout the region.

Over the past 5 years alone, Millennium has helped our clients secure millions of dollars in funding for critical projects and programs. This level of sustained success underscores our experience and ability to deliver measurable results for our clients year after year.

Calendar Year	*Total Grant Funding Secured*
2025 (year-to-date)	$165 million +
2024	$161 million +
2023	$390 million +
2022	$249 million +
2021	$176 million +

Understanding of Available Grant Programs

Our expertise is rooted in our comprehensive knowledge and understanding of available grant programs. We understand the nuances and evolving priorities of these programs allowing us to best position our clients for success. Our team has experience applying for funding through a wide variety of grant programs made available by the following governmental agencies.

Federal Agencies

US Department of Agriculture
US Department of Education
US Department of Energy
US Department of Health and Human Services
US Department of Homeland Security
US Department of Housing/Urban Development
US Department of Justice
US Department of Labor
US Department of Transportation
US Environmental Protection Agency

State Agencies

NYS Archives
NYS Department of Agriculture and Markets
NYS Department of Environmental Conservation
NYS Department of Health
NYS Department of State
NYS Department of Transportation
NYS Division of Criminal Justice Services
NYS Division of Housing and Community Renewal
NYS Empire State Development
NYS Energy Research and Development Authority
NYS Environmental Facilities Corporation
NYS Governor's Traffic Safety Committee
NYS Division of Homeland Security/Emergency Services
NYS Office of Community Renewal
NYS Office of Mental Health
NYS Office of Parks, Recreation, and Historic Preservation
NYS Regional Economic Development Councils
NYS Urban Forestry Council

In addition to grant programs made available by federal and state agencies, Millennium also has considerable experience applying for funding through a variety of grant programs made available by corporate and philanthropic agencies that invest in local governments.

Recent Grant Awards

Our success is best demonstrated by the results we have delivered for our clients. A sample listing of grant awards we have helped to secure on behalf of our clients across a broad range of categories are outlined below.

Water and Sewer Infrastructure		
Client	*Grant Program*	*Amount*
City of Rye	NYS Department of Environmental Conservation – Water Quality Improvement Program Grant	$10,000,000.00
Town of Poughkeepsie	NYS Department of Environmental Conservation – Water Quality Improvement Program Grant	$4,428,000.00
Town/Village of Harrison	NYS Environmental Facilities Corporation – Green Innovation Grant	$2,625,000.00
Village of Port Chester	NYS Environmental Facilities Corporation – WIIA Intermunicipal Water Infrastructure Grant	$2,446,423.00
Town of Montgomery	NYS Department of Environmental Conservation – Water Quality Improvement Program	$447,545.00
Town of Warwick	NYS Environmental Facilities Corporation – Green Innovation Grant	$254,000.00

Transportation and Capital Improvements		
Client	*Grant Program*	*Amount*
Town of Kent	NYS Department of Transportation – BRIDGE NY Grant	$2,570,000.00
Town-Village of Harrison	NYS Department of Transportation – Transportation Alternatives Program Grant	$2,486,000.00
Town of Brookhaven	NYS Department of Environmental Conservation – Climate Smart Communities Grant	$910,000.00
Village of Mamaroneck	NYS Department of State – Local Waterfront Revitalization Grant	$450,000.00
Village of Port Chester	US Congress – Community Project Funding Grant	$250,000.00
City of Long Beach	US Department of Transportation – Safe Streets and Roads for All Grant Program	$239,824.00

Public Safety and Emergency Services		
Client	*Grant Program*	*Amount*
City of Long Beach	US Department of Justice – COPS Hiring Grant	$375,000.00
Village of Sleepy Hollow	NYS Division of Homeland Security and Emergency Services – Volunteer Firefighter Assistance Grant	$139,000.00
Village of Port Chester	US Federal Emergency Management Agency – Assistance to Firefighters Grant	$131,612.00
Village of Tarrytown	NYS Division of Criminal Justice Services – Law Enforcement Technology Service Grant	$82,480.00
Town of Hyde Park	US Department of Justice – Body Worn Camera Policy and Implementation Grant	$40,000.00
Village of Sleepy Hollow	Leary Firefighters Foundation – Jeremiah Lucey Public Safety Grant	$12,772.50

Open Space, Recreation, Historic Preservation, and Environmental Protection		
Client	*Grant Program*	*Award*
Village of Tarrytown	NYS Office of Parks, Recreation and Historic Preservation – Environmental Protection Fund Grant	$500,000.00
Town of Kent	NYS Office of Parks, Recreation and Historic Preservation – Park Development Grant	$491,313.00
City of Long Beach	US Department of Agriculture – Urban Community Forestry Grant	$100,000.00
Town of Brookhaven	NYS Department of Environmental Conservation – Marine Habitat Tributary Restoration and Resiliency Grant	$87,500.00
Town of Poughkeepsie	T-Mobile Fondation – Home Town Grant	$45,489.60

Economic Development, Planning, and Sustainability		
Client	*Grant Program*	*Award*
Town of Montgomery	NYS Regional Economic Development Councils – NY Forward Grant	$4,500,000.00
Town of Ossining	NYS Energy Research and Development – Advancing Code Compliance Grant	$250,000.00
Town of Brookhaven	NYS Department of State – Smart Growth Comprehensive Planning Grant	$100,000.00
City of Long Beach	NYS Empire State Development – Strategic Planning and Feasibility Study Grant	$70,000.00
Village of Tarrytown	NYS Department of State – Local Waterfront Revitalization Grant	$60,000.00
Town of Chester	NYS Department of Environmental Conservation – Municipal Zero Emission Vehicle Infrastructure Grant	$45,489.00

Client Roster

Millennium Strategies represents more than 200 municipalities, counties, school districts, and non-profit entities located throughout the region. Please find a complete listing of all entities currently under contract with our firm along with our corresponding length of service on behalf of each client outlined below.

STATE OF NEW JERSEY

Township of Aberdeen (04/22 – present)
Barack Obama Charter School (08/23 – present)
City of Bayonne (05/09 - present)
Township of Belleville (06/16 - present)
Borough of Belmar (05/23 – present)
County of Bergen (01/13 - present)
Borough of Bergenfield (05/15 - present)
Township of Bloomfield (02/07 - present)
Borough of Bloomingdale (01/24 – present)
Borough of Bogota (02/21 – present)
Town of Boonton (07/01 – present)
County of Burlington (05/20 – present)
City of Camden (04/23 – present)
County of Camden (05/15 - present)
Borough of Carteret (03/22 – present)
Borough of Chatham (04/23 – present)
Borough of Cliffside Park (07/20 – present)
Township of Clinton (11/23 – present)
Town of Dover (09/12 - present)
Dover BOE (06/25 - present)
City of East Orange (07/14 - present)
Borough of East Rutherford (02/24 – present)
Borough of Edgewater (06/08 - present)
Township of Edison (09/16 - present)
Borough of Elmwood Park (03/17 - present)
City of Englewood (07/13 - present)
Borough of Englewood Cliffs (04/24 - present)
County of Essex (07/16 - present)
Township of Evesham (01/20 – present)
Borough of Fair Lawn (03/19 - present)
Borough of Fairview (08/18 - present)
Fairview BOE (04/13 - present)
Borough of Fanwood (01/13 - present)
Borough of Fort Lee (08/13 - present)
Borough of Franklin Lakes (01/17 – present)
Borough of Freehold (03/20 – present)
Township of Freehold (04/24 - present)
City of Garfield (01/13 - present)
Town of Guttenberg (05/16 - present)
City of Hackensack (02/06 - present)
Borough of Haledon (03/07 - present)
Township of Hamilton (09/20 – present)
Township of Hanover (10/20 – present)
Township of Hardyston (05/24 - present)
Township of Harrison (02/22 – present)
Hillside BOE (07/24 - present)
City of Hoboken (03/10 - present)
HOPES CAP, Inc. (08/11 - present)
County of Hudson (06/15 - present)
Township of Jefferson (05/20 – present)
City of Jersey City (02/14 - present)
Borough of Leonia (01/18 - present)
City of Linden (04/23 – present)
Linden BOE (02/24 – present)
Township of Little Falls (01/18 - present)
Borough of Lodi (11/17 - present)
Township of Long Hill (09/20 – present)
Borough of Metuchen (03/18 - present)
Metuchen BOE (03/25 - present)
County of Middlesex (08/19 – present)
Township of Middletown (03/14 - present)
Middletown BOE (01/21 – present)
Township of Montague (09/22 - present)
Montague BOE (06/25 - present)
Borough of Moonachie (01/13 - present)
Town of Morristown (07/14 - present)
Borough of Mount Arlington (02/17 - present)
Township of Mount Holly (04/18 – present)
Newark Division of Public Safety (01/20-present)
Borough of Neptune City (05/24 – present)
Netcong BOE (08/01 – present)
Borough of New Milford (01/18 – present)
Township of North Bergen (01/17- present)
North Bergen BOE (01/17 - present)
Borough of North Haledon (09/23 - present)
North Plainfield BOE (07/22 - present)
Township of Nutley (04/09 - present)
Township of Old Bridge (12/20 – present)
Borough of Oradell (04/17 - present)
Township of Orange (10/12 - present)
Borough of Palisades Park (02/17 - present)
Township of Parsippany (01/18 – present
City of Passaic (12/09 - present)
County of Passaic (09/08 - present)
Passaic County Vo-Tech (08/01 – present)
City of Paterson (08/18 - present)
City of Perth Amboy (08/21 – present)
City of Plainfield (04/19 - present)
Municipality of Princeton (06/22 - present)
Borough of Prospect Park (01/18 - present)
Borough of Red Bank (06/18 - present)
Borough of Ridgefield (01/15 – present)
Village of Ridgefield Park (06/22 - present)
Village of Ridgewood (01/24 - present)

Township of Rockaway (06/25 - present)
Township of Rochelle Park (01/23 – present)
Roselle BOE (03/10 -present)
Borough of Seaside Park (01/25 – present)
Town of Secaucus (01/18 - present)
County of Somerset (04/23 – present)
Township of South Hackensack (01/16- present)
Township of Sparta (07/17 – present)
Township of Springfield (01/25 - present)
Borough of Stanhope (07/12 - present)
City of Summit (09/16 - present)
County of Sussex (05/23 – present)
Township of Teaneck (03/17 - present)
Borough of Tenafly (12/22 – present)
Borough of Totowa (03/10 - present)
Totowa BOE (07/19 – present)
County of Union (03/11 - present)
Township of Union (01/23 – present)
Township of Vernon (06/24 - present)
Township of Verona (03/22 – present)
Township of Voorhees (07/23 – present)
Township of Warren (02/24 - present)
Township of Wayne (05/21 – present)
Township of West Orange (09/16 - present)
Borough of Wharton (01/20 – present)
Township of Winslow (01/25 – present)
Borough of Woodcliff Lake (04/14 - present)
Township of Woodland Park (02/12 – present)

STATE OF NEW YORK

Village of Airmont (01/23 – present)
Village of Amityville (03/24 - present)
Town of Babylon (05/24 - present)
Village of Babylon (08/23 – present)
Town of Ballston (04/24 - present)
Town of Brookhaven (01/22 – present)
Town of Chester (07/21 – present)
Town of Cornwall (08/23 – present)
Town-Village of Harrison (05/15 - present)
Village of Highland Falls (06/23 – present)
Town of Gardiner (12/24 - present)
Town of Goshen (07/24 - present)
Town of Hyde Park (04/22 – present)
Town of Huntington (05/24 - present)
Village of Kings Point (03/24 - present)
Town of Kent (11/19 – present)
County of Livingston (01/25 - present)
City of Long Beach (06/22 – present)
Town of Mamaroneck (02/22 – present)
Village of Mamaroneck (08/18 - present)
Town of Monroe (06/19 – present)
Town of Montgomery (01/21 – present)
Town of Mount Hope (04/24 - present)
Town of New Paltz (10/23 - present)
Town of Orangetown (02/24 - present)
Town of Ossining (09/21 – present)
Village of Otisville (04/24 - present)
Village of Pleasantville (06/23 – present)
Town of Pelham (12/24 - present)
Village of Pelham (06/23 – present)
Village of Port Chester (10/15 - present)
Town of Poughkeepsie (01/21 – present)
Town of Putnam Valley (02/22 – present)
County of Rockland (07/17-present)
City of Rye (04/18 - present)
Town of Rye (05/19 – present)
Village of Rye Brook (06/22 – present)
County of Seneca (06/25 - present)
Town of Shawangunk (01/24 - present)
Village of Sleepy Hollow (05/19-present)
Town of Somers (04/25 – present)
Town of Southeast (06/24 - present)
Village of South Blooming Grove (08/22 – present)
Village of Spring Valley (05/19 – present)
Village of Tarrytown (10/22 – present)
Town of Tuxedo (01/25 - present)
Town of Warwick (01/25 - present)
Village of Washingtonville (07/23 – present)
City of White Plains (05/24 - present)
Town-Village of Woodbury (03/20 – present)

STATE OF PENNSYLVANIA

County of Delaware (09/23 - present)
Township of Bethel (01/25 – present)
Township of Bristol (08/01 – present)
Township of Falls (03/20 – present)
Township of Lower Southampton (04/24 - present)
Township of Middletown (01/10 - present)
Township of Palmer (05/23 – present)
Township of Springfield (05/24 - present)
Township of Upper Chichester (10/22 - present)
Township of Upper Gwynedd (07/24 - present)
Township of West Caln (10/24 - present)

STATE OF OHIO

City of Cleveland Heights (10/22 - present)

City of Garfield Heights (06/25 - present)

STATE OF MISSOURI

City of Kansas City (08/22 - present)

Client References

Please find references for several municipalities, counties, and public school districts currently under contract with Millennium Strategies outlined below. Additional client references can be provided upon request.

REFERENCES - MUNICIPAL GOVERNMENTS

Borough of Red Bank, NJ
Name: Jim Gant
Title: Borough Manager
Phone: 732-530-2777
Email: jgant@redbanknj.org
Address: 90 Monmouth St, Red Bank, NJ 07701
Services: Full Grant Consulting Service

Town of Monroe, NY
Name: Tony Cardone
Title: Town Supervisor
Phone: 845-742-0769
Email: tcardone@monroeny.org
Address: 1465 Orange Tpke, Monroe, NY, 10950
Service: Full Grant Consulting Service

City Of Hoboken, NJ
Name: Caleb Stratton
Title: Assistant Business Administrator
Phone: 201-420-2000
Email: cstrattion@hobokennj.gov
Address: 94 Washington St, Hoboken, NJ, 07030
Services: Full Grant Consulting Service

Borough of Freehold, NJ
Name: Steve Gallo
Title: Borough Administrator
Phone: 732-462-4200
Email: sgallo@freeholdboro.org
Address: 30 Mechanic St, Freehold, NJ, 07728
Service: Full Grant Consulting Service

Township Of Harrison, NY
Name: Mike Amodeo
Title: Town Engineer
Phone: 914-670-3102
Email: mamodeo@harrison-ny.gov
Address: 1 Heinman Pl, Harrison, NY, 10528
Services: Full Grant Consulting Service

City of Passaic, NJ
Name: Rick Fernandez
Title: Business Administrator
Phone: 973-365-5513
Email: rfernandez@cityofpassaicnj.gov
Address: 330 Passaic St, Passaic, NJ, 07055
Services: Full Grant Consulting Service

Township of Upper Chichester, PA
Name: George Needles
Title: Township Manager
Phone: 610-485-5881
Email: gneedles@upperchitwp.org
Address: 8500 Fury Rd, Upper Chichester, PA, 19014
Services: Full Grant Consulting Service

Village Of Port Chester, NY
Name: Stuart Rabin
Title: Village Manager
Phone: 914-939-2200
Email: srabin@portchesterny.gov
Address: 222 Grace Church St, Port Chester, NY, 10573
Services: Full Grant Consulting Service

Borough of Franklin Lakes, NJ
Name: Greg Hart
Title: Borough Administrator
Phone: 201-891-4000
Email: ghart@franklinlakes.org
Address: 480 DeKorte Dr, Franklin Lakes, NJ, 07417
Servies: Flex Grant Consulting Service

Village of Airmont, NY
Name: Sharon Halon
Title: Village Clerk
Phone: 845-414-5522
Email: villageclerk@airmont.org
Address: 251 Cherry Ln, Tallman, NY, 10982
Services: Flex Grant Consulting Service

Township of Rochelle Park, NJ
Name: Dean M. Pinto, Esq
Title: Township Administrator
Phone: 201-587-7730
Email: admin@rochelleparknj.gov
Address:151 West Passaic St, Rochelle Park, NJ, 07662
Services: Flex Grant Consulting Service

City of Cleveland Heights, OH
Name: Eric Zamft
Title: Director of Planning and Development
Phone: 216-291-4878
Email: ezamft@clevelandheights.gov
Address: 40 Severance Cir, Cleveland Heights, OH, 04418
Services: Full Grant Consulting Service

REFERENCES - COUNTY GOVERNMENTS

County Of Camden, NJ
Name: Holly Cass
Title: Deputy County Administrator
Phone: 856-255-5358
Email: hcass@camdencounty.com
Address: 520 Market St, Camden, NJ 08012
Services: Full Grant Consulting Service

County Of Middlesex, NJ
Name: John Carrol
Title: Director of Public and Government Affairs
Phone: 732-745-3000
Email: John.carrol@co.middlesex.nj.us
Address: 75 Bayard St, New Brunswick, NJ 08901
Services: Full Grant Consulting Service

County Of Rockland, NY
Name: John Lyon
Title: Chief of Staff
Phone: 845-638-5122
Email: lyonj@co.rockland.ny.us
Address: 11 New Hempstead Rd, New City, NY, 10956
Services: Full Grant Consulting Service

County of Hudson, NJ
Name: Craig Guy
Title: County Executive
Phone: 201-795-6000
Email: cguy@hcnj.us
Address: 567 Pavonia Ave, Jersey City, NJ, 7306
Services: Full Grant Consulting Service

REFERENCES - PUBLIC SCHOOL DISTRICTS

Roselle Board of Education
Name: Dr. Nathan L. Fisher
Title: Superintendent of Schools
Phone: 908-298-2040
Email: nfischer@roselleschools.org
Address: 710 Locust St, Roselle, NJ, 07203
Services: Full Grant Consulting Service

Sparta Board of Education
Name: Dr. Matthew L. Beck
Title: Superintendent of Schools
Phone: 973-729-2155
Email: matthew.beck@sparta.org
Address: 18 Mohawk Avenue, Sparta, NJ, 07871
Services: Flex Grant Consulting Service

North Plainfield Board of Education
Name: Dr. Michelle Aquino
Title: Superintendent of Schools
Phone: 908-769-6060
Email: michelle_aquino@nplainfield.org
Address: 33 Mountain Ave, North Plainfield, NJ, 07060
Services: Flex Grant Consulting Service

Middletown Board of Education
Name: Amy Doherty, CPA
Title: Business Administrator
Phone: 732-671-3850
Email: dohertya@middletownk12.org
Address: 834 Leonardville Rd, Leonardo, NJ, 07737
Services: Flex Grant Consulting Service

Staff Biographies

EDWARD FARMER | PRESIDENT & CEO

Ed founded Millennium in 2005 with the goal of establishing a Company that provides governments with a comprehensive and aggressive approach to grant writing, research, and administration. As President, Ed is responsible for the oversight on all facets of Millennium's operation, with a focus on ensuring that the firm provides the best customer service in the industry. Prior to forming Millennium, Ed served as Chief of Staff to Congressman Bill Pascrell, Jr. As the highest-ranking member of the team, Ed was responsible for running the daily operations of the Congressman's offices in Washington, D.C. and New Jersey. Congressman Pascrell's assignments on the House Transportation and Infrastructure Committee and the House Committee on Homeland Security have allowed Ed to gain invaluable insight into two issues that are critical to local governments. Throughout his career, Ed has volunteered his time across New Jersey, including serving as the former President of the Passaic County Community College Board of Trustees and current member of its Foundation. Ed is a graduate of Bethany College, where he received a Bachelor's Degree in Political Science.

LISA MARTINEZ | DIRECTOR OF OPERATIONS

Lisa has been a member of the firm since 2006. In her role as Director of Operations, Lisa manages the day-to-day operations of Millennium. Prior to joining Millennium, she served as Field Director and Scheduler for Congressman Bill Pascrell, Jr. for nine years. In this critical position, Lisa was responsible for maintaining the Congressman's New Jersey schedule and managing all community outreach activities for the congressional office. She strategically coordinated field activities with the Congressman's legislative agenda and administered government relations issues with all state and local entities. Her organizational skills have helped Millennium become a leader within the government consulting industry.

PETER BLANOS | DIRECTOR OF BUSINESS DEVELOPMENT

Peter has been a member of the firm since 2011. In his role as Director of Business Development, Peter oversees all aspects of the firm's business development and marketing-related efforts. His responsibilities include but are not limited to overseeing the firm's annual business development strategy, managing the firm's contract/proposal process, curating various marketing campaigns, and coordinating attendance at various conferences. Prior to this, Peter served as Director of Client Services, where he was responsible for overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Peter is a graduate of the University of Scranton, where he received a Bachelor's Degree in Political Science.

CHRISTOPHER SPRAGUE | DIRECTOR OF GRANT ADMINISTRATION AND IT

Chris has been a member of the firm since 2010. In his role as Director of Grant Administration and IT, Chris oversees all grant administration software and services offered to Millennium clients. Chris led the planning, design, and development of GranTrack, Millennium's proprietary web-based application for grant management automation and optimization. He continues to oversee GranTrack operations, including software upgrade and maintenance, as well as grant administration services offered to GranTrack clients. In addition to GranTrack responsibilities, Chris manages internal technology initiatives such as asset management, cybersecurity, and enterprise AI adoption. Previously, Chris worked with large cities and counties to pursue a wide range of federal and state funding awards. Chris is a graduate of Seton Hall University, where he received a Bachelor's Degree in History, English, and Italian as well as a Master's Degree in Diplomacy and International Relations.

DAVID JENKINS | DIRECTOR OF NEW YORK OPERATIONS

Dave has been a member of the firm since 2012. In his role as Director of New York Operations, Dave is responsible for overseeing all facets of the firm's New York operations and clients. His responsibilities include overseeing client management and grant writing operations, leading team members, developing and implementing policies and procedures, ensuring quality control, and identifying and developing new business. Prior to this, Dave served as a Grant Manager working with the firm's local government clients throughout New Jersey and New York to help secure public and private grant funding on their behalf. Prior to joining the firm, Dave served as Chief of Staff to Assemblyman Joseph Cryan during his tenure as Chairman of the New Jersey Democratic State Committee, and Majority Leader of the New Jersey General Assembly. Dave graduated from Elon University, where he received a Bachelor's Degree in Political Science.

CATHERINE KAPURA | SENIOR DIRECTOR OF CLIENT SERVICES

Catherine has been a member of the firm since 2015. In her role as Senior Director of Client Services, Catherine co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Catherine served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Catherine graduated from Fairfield University, where she received a Bachelor of Arts Degree in English. Additionally, Catherine holds a Masters Degree in Environmental Policy and International Development from the University of Maryland.

LAURA WINTROUB | DIRECTOR OF CLIENT SERVICES

Laura has been a member of the firm since 2015. In her role as Director of Client Services, Laura co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Laura served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Laura currently serves on the Strategic Advisory Board of Rising Tide Capital, a nonprofit entrepreneurship training organization located in Jersey City, New Jersey. Laura is a graduate of Haverford College, where she received a Bachelor's Degree in History.

KATIE KOCHER | DIRECTOR OF CLIENT SERVICES

Katie has been a member of the firm since 2019. In her role as Director of Client Services, Katie co-leads the service team working with clients throughout New Jersey and Pennsylvania. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Katie served as Deputy Director of Research and was responsible for overseeing all research conducted by the firm into governmental and non-governmental funding sources. One of Katie's biggest passions is education. Prior to joining Millennium, Katie served as an assistant editor for a not-for-profit publisher and taught English at Seton Hall University. Katie is a graduate of Seton Hall University, where she earned a Bachelor's and a Master's Degree in English.

ASHLEY TAYLOR | DIRECTOR OF CLIENT SERVICES

Ashley has been a member of the firm since 2020. In her role as Director of Client Services, Ashley co-leads the service team working with New Jersey clients. Her responsibilities include but are not limited to overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Ashley served as a Senior Grant Manager working with the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Ashley worked for the U.S. Department of Commerce as well as the State of Delaware. Ashley is a graduate of Delaware State University, where she received a Bachelor's Degree in Criminal Justice and a Minor in Law Studies. Ashley was led to Millennium by her passion for government policy and how it can be used to create a better quality of life for all communities.

JENNIFER KOZLOWSKY | DIRECTOR CLIENT SERVICES

Jennifer has been a member of the firm since 2020. In her role as Director of Client Services, Jennifer co-leads the service team working with New Jersey clients. Her responsibilities include overseeing client management and grant writing operations, leading team meetings, developing and implementing policies and procedures, ensuring quality control, and managing data. Prior to this, Jennifer served as Deputy Director of Research and Special Projects and was responsible for overseeing all research conducted by the firm into governmental and non-governmental funding sources. Jennifer is a graduate of the University of Delaware, where she received a Bachelor's Degree in Environmental Studies.

BERNADETTE McPHERSON, ESQ. | DIRECTOR OF OUTREACH

Bernadette has been a member of the firm since 2012. In her role as Director of Outreach, Bernadette is responsible for marketing Millennium Strategies to municipal and county governments. Bernadette brings extensive municipal and county government experience to Millennium, having served as a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011 and as Mayor of Rutherford from 2000 to 2007. Bernadette remains active in politics and currently serves as the Legislative District 36 Chairwoman for the Democratic Committee of Bergen County. Bernadette is a graduate of La Salle University, where she received a Bachelor's Degree in Political Science and English. Additionally, Bernadette holds a Juris Doctorate from Temple University School of Law.

TARYN PRONKO | DIRECTOR OF CLIENT SERVICES

Taryn has been a member of the firm since 2019. In her role as Director of Client Services, Taryn co-leads the service team working with New York clients. Prior to this, Taryn served as a Deputy Director of Client Services working with the firm's local government clients throughout New York, New Jersey, and Pennsylvania to help secure public and private grant funding on their behalf. Prior to joining Millennium, Taryn was a Deputy Clerk Intern within the U.S. Federal Court system, where she assisted in numerous departments, including jury, pro se law offices, and the circuit library. Taryn is a graduate of Penn State University, where she received a Bachelor's Degree in English, receiving the Academic Excellence Award for the Humanities.

KAMARI MOORE | DEPUTY DIRECTOR OF RESEARCH

Kamari has been a member of the firm since 2018. In her role as Deputy Director of Research, Kamari is responsible for providing accurate and timely research into available grant programs as well as overseeing the accuracy of content posted on Millennium's grant research portal. She is also responsible for editing weekly research and overseeing the research team. Prior to joining Millennium, Kamari served as a member of the service fraternity Alpha Phi Omega. Kamari is a graduate of Seton Hall University, where she received Bachelor's Degree in English and Philosophy.

MICHAEL WEISS | SENIOR GRANT MANAGER

Michael has been a member of the firm since 2020. In his role as Senior Grant Manager, Michael is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining Millennium, Michael worked as a graduate assistant for the West Chester University History Department. Michael is a graduate of West Chester University, where he received a Bachelor's Degree in History with a Minor in Political Science, and a Master's Degree in History. During his time as a graduate student, he was inducted into the National History Honor's Society, Phi Alpha Theta, and earned the Award of Excellence for Excellence in Scholarship and/or Creative Activity from the History Department.

RYAN TALMADGE | SENIOR GRANT MANAGER

Ryan has been a member of the firm since 2020. In his role as Senior Grant Manager, Ryan is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining Millennium, Ryan was Interim Security Lieutenant in the Department of Public Safety for Rutgers University – Newark. In 2017, Ryan was a candidate for the Newark Public Schools Advisory Board and is an Alumnus of the Leadership Newark 2019 Cohort. Ryan is a graduate of Rutgers University-Newark, where he received a Bachelor's Degree in Political Science.

HANNAH SAKHA | SENIOR GRANT MANAGER

Hannah has been a member of the firm since 2020. In her role as Senior Grant Manager, Hannah is responsible for working with several of the firm's local government clients throughout New Jersey. In addition, she is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining the firm, Hannah was an intern for a science and medical content publishing company, where she was able to copyedit documents and conduct manuscript analyses. Hannah is a graduate of Seton Hall University, where she received a Bachelor's Degree in English with a Minor in Public Relations.

MICHAEL DZIUBA | SENIOR GRANT MANAGER

Michael has been a member of the firm since 2021. In his role as Senior Grant Manager, Michael is responsible for working with several of the firm's local governmental clients throughout New York. In addition, he is also responsible for serving as the firm's co-editor and chief as well as a staff mentor. Prior to joining the firm, Michael worked in the City of Bethlehem's Department of Community and Economic Development, working with community partners and not-for-profit organizations to assess and remediate urban blight. Michael graduated from Muhlenberg College with a Bachelor's Degree in Political Science. While at Muhlenberg, Michael was also initiated into Pi Sigma Alpha, the National Political Science Honor Society. Additionally, Michael holds a Master's Degree in Political Science from Lehigh University.

SOFIA OHRYNOWICZ | SENIOR GRANT MANAGER

Sofia has been a member of the firm since 2023. In her role as Senior Grant Manager, Sofia is responsible for working with several of the firm's local government clients throughout New York to secure public and private grant funding on their behalf. Prior to joining Millennium, Sofia worked as the Content Marketing Manager for Bullion Exchanges, where she served as an in-house journalist, social media manager, and technical content writer. She continued on to become a teaching assistant at Seton Hall University, teaching freshman level writing courses while working on her Master's Degree in English. Sofia is a graduate of Suffolk University, where she received her Bachelor's Degree in English. Additionally, Sofia holds Master's Degree in English from Seton Hall University.

JOHN MILLIGAN | SENIOR GRANT MANAGER

John has been a member of the firm since 2023. In his role as a Senior Grant Manager, John is responsible for working with the firm's local government clients throughout New Jersey to secure public and private grant funding on their behalf. Prior to joining the firm, John served as a program coordinator for the Mandela Washington Fellowship at the Rutgers Civic Leadership Institute. John is a graduate of Rutgers University with a Bachelor's Degree in Political Science, Environmental Policy, and Behavior.

LOUIS MOTTA | GRANT ADMINISTRATOR

Louis has been a member of the firm since 2021. In his role as Grant Administrator, Louis works to manage and administer both public and private sector grant awards received by the firm's clients. Prior to assuming this role, Louis served as a Grant Manager, where he was responsible for directly servicing several of the firm's municipal and county clients located throughout the State of New Jersey. Prior to joining the firm, Louis served as assistant news editor for a not-for-profit newspaper and tutored students in writing at Seton Hall University. Louis is a graduate of Seton Hall University, where he received a Bachelor's Degree in Creative Writing with a Minor in Literature and Visual Media.

MARIO CARVAJAL IV | GRANT MANAGER

Mario has been a member of the firm since 2022. In his role as a Grant Manager, Mario is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Mario worked as a legal assistant for a law firm providing support to the General Counsel. Mario received a Bachelor's Degree in Political Science with a Minor in Public Policy from Ramapo College of New Jersey. During his time as an undergraduate student, he was inducted into the National Political Science Honor Society and served as the Senate Vice President within the Student Government Association.

WILL EVANS | GRANT MANAGER

Will has been a member of the firm since 2023. In his role as Grant Manager, Will is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Will worked as a field organizer on Mikie Sherrill's Congressional Campaign during the 2022 election cycle and as a development intern at 3.14 Action. Will is a graduate of Virginia Tech, where he received a Bachelor's Degree in Political Science.

SARAH JENEY | GRANT MANAGER

Sarah has been a member of the firm since 2023. In her role as Grant Manager, Sarah is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Sarah attended Johns Hopkins University, where she graduated with a Bachelor's Degree in Political Science and East Asian Studies with a Minor in Environmental Studies. Sarah was also a four-year member of the Varsity field hockey team while at JHU.

STEPHEN SHAHEEN | GRANT MANAGER

Stephen has been a member of the firm since 2023. In his role as Grant Manager, Stephen is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Prior to joining Millennium, Stephen worked as a logistics specialist at a transportation company. In addition, he also served as a Congressional Legislative Intern for Representative Mikie Sherill. Stephen is a graduate of Montclair State University, where he earned a Bachelor's Degree in Political Science with a Minor in Public Administration.

JACOB FORD | GRANT MANAGER

Jacob has been a member of the firm since 2023. In his role as Grant Manager, Jacob is responsible for working with several of the firm's local government clients throughout New York to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Jacob is a graduate of Seton Hall University, where he received a Bachelor of Arts Degree in English with a Minor in Sociology. Additionally, Jacob holds a Master's Degree in English from Seton Hall University, where he studied technical writing, rhetoric, and creative fiction.

BRANDON ESPAÑA | GRANT MANAGER

Brandon has been a member of the firm since 2023. In his role as Grant Manager, Brandon is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Brandon worked as an English tutor and instructor/TA for freshman and ESL undergraduate students. In addition, he worked as a data analysis intern at a local non-profit in New Brunswick with the mission of advocating on behalf of the Mexican American community, creating projects for their database, demographic analyses, and community profiles. He also served as a Board Member on the New Brunswick Rent Control Board for 3 years, where he assisted in resolving tenant-landlord disputes and adjusting housing ordinances. Brandon is a graduate of Rutgers University, where he received a Bachelor's Degree in Planning and Public Policy, a Minor in Biological Sciences, and a Master's Degree in Public Policy.

DOUGLAS HENNINGSEN | GRANT MANAGER

Douglas has been a member of the firm since 2024. In his role as Grant Manager, Douglas is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Douglas worked as a library assistant at the Wharton Public Library. Douglas graduated from Seton Hall University with a Bachelor's Degree in English and Literature with Minors in History and Creative Writing. Douglas also received the 2021 South Wind Senior Thesis prize for his undergraduate thesis.

A'JHAN BROWN | GRANT MANAGER

A'Jhan has been a member of the firm since 2023. In her role as Grant Manager, A'Jhan is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. A'Jhan is a graduate of Drew University, where she received a Bachelor's Degree in English.

BROOKE LAMPRON | GRANT MANAGER

Brooke has been a member of the firm since 2024. In her role as Grant Manager, Brooke is responsible for working with several of the firm's local government clients throughout Pennsylvania to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Brooke was a middle school history teacher in Newark, NJ. Brooke is a graduate of Northeastern University, where she earned a Bachelor's Degree in History and Political Science.

NATALIE OSTER | GRANT MANAGER

Natalie has been a member of the firm since 2024. In her role as Grant Manager, Natalie is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Natalie worked as a museum educator at Liberty Hall. Natalie is a graduate of Rowan University, where she received a Bachelor's Degree in History.

DANIEL CURRIER | ASSOCIATE GRANT MANAGER

Daniel has been a member of the firm since 2023. In his role as Associate Grant Manager, Daiel is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Daniel graduated from Bergen Community College with a degree in Communications-Writing. During his time at Bergen Community College, he also served as the Director of Hallmarks for the college's Phi Theta Kappa International Honors Society chapter, where he spearheaded two action research projects that were top ranked within the organization, being recognized as an Internationally and Regionally Distinguished Chapter Member.

KELLEN MILLER | ASSOCIATE GRANT MANAGER

Kellen has been at the firm since 2024. In his role as Associate Grant Manager, Kellen is responsible for working with several of the firm's local government clients throughout New Jersey to help secure public and private grant funding on their behalf. His daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, Kellen attended Providence College, where he graduated Magna Cum Laude with a Bachelor of Arts in Political Science and a Minor in Spanish. As an undergraduate, he was inducted into the National Political Science Honor Society and International Foreign Language Honor Society.

EL AYALA | ASSOCIATE GRANT MANAGER

El has been a member of the firm since 2024. In her role as Associate Grant Manager, El is responsible for working with several of the firm's local government clients throughout New York to help secure public and private grant funding on their behalf. Her daily responsibilities include collaborating with the Directors of Client Service on different projects, drafting grant narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, El worked as an intern for the 914INC. at Westchester Magazine. El is a graduate of SUNY Purchase College, where she earned a Bachelor's Degree in Creative Writing with a Double Minor in Legal Studies and Literature.

CONNOR MacFARLANE | ASSOCIATE GRANT MANAGER

Connor has been a member of the firm since 2024. In his role as Associate Grant Manager, Connor works alongside several municipal clients across New Jersey to assist with the acquisition of grant funds for a variety of public projects. His day-to-day responsibilities include collaborating with the Directors of Client Services to draft narratives, meeting with clients, organizing applications, and gathering supporting documents for proposals. Connor is a graduate of the University of Massachusetts, where he received a Bachelor's Degree in Psychology and a Minor in Information Technology with a focus in Professional and Technical Writing.

JOHN McANDREW | ASSOCIATE GRANT MANAGER

John has been a member of the firm since 2024. In his role as Associate Grant Manager, John works with several municipal clients throughout New York State to help secure funding for public projects. Some of his daily responsibilities include collaborating with the Directors of Client Services on various projects, along with drafting compelling narratives, and compiling supporting documents associated with grant applications. Prior to joining Millennium, John worked as a fellow at a public affairs firm. John is a graduate from the University of Pittsburgh, where he received a Bachelor's Degree in Political Science.

MADELINE DAVIES | ASSOCIATE GRANT MANAGER

Maddie has been a member of the firm since 2024. In her role as Associate Grant Manager, Maddie is responsible for working with several of the firm's municipal clients in New Jersey to help secure public and private sector grant funding on their behalf. Some of her daily responsibilities include collaborating with the Director of Client Services on different projects, along with drafting narratives and gathering documents associated with grant applications. Prior to joining Millennium, Maddie worked for the New Jersey Department of Environmental Protection as an Agency Services Representative at Stokes State Forest in Branchville, NJ. Maddie is a graduate of The College of New Jersey, where she received a Bachelor's Degree in Political Science with a Minor in Environmental Studies.

HANNAH STAPLETON | ASSOCIATE GRANT MANAGER

Hannah has been a member of the firm since 2025. In her role as Associate Grant Manager, Hannah is responsible for working with several of the firm's municipal flex clients in New Jersey to help secure public and private sector grant funding. Some of her daily responsibilities include collaborating with the Director of Client Services, along with drafting narratives and collecting attachments for grant applications. Prior to joining Millennium, Hannah worked for a personal injury law firm in Stirling, NJ as a legal assistant. Hannah is a graduate of Simmons University, where she received a Bachelor's Degree in Political Science.

JEN PUGLIESE | ASSOCIATE GRANT MANAGER

Jen has been a member of Millennium Strategies since 2025. In her role as Associate Grant Manager, she's responsible for working with several of the firm's municipal clients in New York to help secure funding for public projects. Some of her daily tasks include drafting narratives and gathering supporting documents associated with grant applications. Prior to her role at Millennium Strategies, Jen worked as a professional technical writer for over 10 years for both software and biotechnology. Jen graduated Cum Laude from Marist University with a Bachelor's Degree in English with a concentration in Writing, and a Minor in Public Relations.

TABIE GERMAIN | ASSOCIATE GRANT MANAGER

Tabie has been a member of Millennium Strategies since 2025. In her role as Associate Grant Manager, she's responsible for working with several of the firm's municipal clients throughout New York to help secure funding for public projects. She supports clients by drafting compelling narratives and gathering supporting documents associated with grant applications. Before Millennium, Tabie earned a Degree in Communications from Manhattanville College and has contributed to several publications including BET, Revolt TV, OK! Magazine, among others covering major entertainment news and events. Tabie is also the founder of VARY Productions, a creative agency producing original content.

TIMOTHY ORLANDO | ASSOCIATE GRANT MANAGER

Timothy has been a member of the firm since 2025. In his role as Associate Grant Manager, Timothy supports municipal clients across New Jersey by helping them apply for funding from public and private sources. His responsibilities include working with the Directors of Client Services on various projects, writing grant narratives, organizing application materials, collecting supporting documents, and managing other parts of the application process. Prior to joining Millennium, Tim earned his Bachelor of Arts Degree in Political Science from Montclair State University whilst finishing runner-up in the Men's Rugby Division 1 National Final with his club, Old Blue. During his studies, Tim served as peer mentor for various college preparation programs and was a Climate Research Analyst for the Justice Studies Department.

AJ FORD | ASSOCIATE GRANT MANAGER

AJ has been a member of the firm since 2025. In his role as Associate Grant Manager, AJ is responsible for working with several of the firm's New Jersey clients to help secure public and private sector grant funding on their behalf. Some of his daily responsibilities include collaborating with the Directors of Client Services on different projects, drafting narratives, and gathering supporting documents associated with grant applications. Prior to joining Millennium, AJ served as a Digital Manager & Field Representative for the late Congressman Bill Pascrell, Jr. (NJ-09). He was responsible for managing the Congressman's social media presence, executing the office's outreach initiatives, and serving as a liaison with different federal, state, and local entities. He also has an extensive background interning for Members of Congress as a legislative intern on Capitol Hill and a district intern for then-Congressman Andy Kim (NJ-03), serving as both a district intern for Congresswoman Mikie Sherrill (NJ-11) and a staging location director on her successful 2022 re-election campaign. AJ is a Cum Laude graduate of Montclair State University, where he earned a Bachelor of Arts Degree in Political Science with honors, with a Minor in Communication Studies.

SAMANTHA SERINO | RESEARCH ASSOCIATE

Samantha has been a member of the firm since 2024. In her role as Research Associate, Samantha is responsible for researching available grant opportunities, from federal, state, county, corporate, and philanthropic sources, on behalf of Millennium's clients. Samantha analyzes and summarizes each grant in preparation for presentations and company-wide distribution while also assisting in special projects as well as overseeing the content posted on the firm's online grant portal. Prior to joining the firm, Samantha attended the University of Delaware, where she received her Bachelor's Degree in Political Science and Communications with a Minor in History. As an undergraduate, she was inducted into the National Political Science Honor Society, the National Communications Honor Society, and the National History Honor Society.

TONY ARDIS | ACCOUNTS RECEIVABLE MANAGER

Tony has been a member of the firm since 2017. In his role as Accounts Receivable Manager, Tony is responsible for overseeing invoicing, collections, and bill processing. Prior to joining Millennium, Tony served for nine years as the District Director for Congressman Bill Pascrell Jr. Tony has over 30 years of experience serving in administrative positions for various local, state, and federal government agencies. Tony is a graduate of William Paterson University, where he received a Bachelor's Degree in Political Science.

JESSICA CARVAJAL | HUMAN RESOURCES GENERALIST

Jessica has been a member of the firm since 2021. In her role as Human Resource Generalist, Jessica manages the daily functions of the Human Resources Department, including benefit and leave administration, recruitment, and assisting with enforcing company policies and practices. Jessica has over seven years of experience in the field of Human Resources. Prior to joining Millennium, she was the Assistant Director of Human Resources at a large non-profit organization, where she handled all aspects of human resources, including benefits, payroll, and employee relations. Jessica has strong working knowledge in employment compliance, HRIS, and benefit management. Jessica is a graduate of the College of Saint Elizabeth, where she received a Bachelor's Degree in Business Administration and Management. Additionally, Jessica holds a Master's Degree in Finance from the New Jersey Institute of Technology.

KAREN DOYLE | ADMINISTRATIVE ASSISTANT

Karen has been a member of the firm since 2024. She serves as Administrative Assistant to the President and CEO of the firm and works under the direction of the Director of Operations. Prior to joining Millennium, she was the Clerk for the Morris School District at Normandy Park School, where she handled day-to-day scheduling and other office projects. Karen is a graduate of Clemson University, where she received her Bachelor's Degree in Sports Management.

AMY McLAUGHLIN | IT PROJECT MANAGER

Amy has been a member of the firm since 2024. In her role as IT Project Manager, Amy is responsible for overseeing technical projects to further the growth and development of the firm. Her daily responsibilities include but are not limited to oversight of technological initiatives and application development. Prior to joining Millennium, Amy provided application support and managed other technical projects in the Real Estate Industry. Amy is a graduate of James Madison University, where she received a Bachelor's Degree in Anthropology.

NOAH CHANG | PROPOSAL MANAGER

Noah has been a member of the firm since 2023. In his role as a Proposal Manager, Noah is responsible for handling the preparation and submission of proposals, RFPs, RFQs, responses, and corresponding contracts for clients currently under contract with the firm as well as for prospective customers looking to retain the firm's services. His daily responsibilities include maintaining records, data, templates, and other supporting materials in support of the department. Prior to joining Millennium, Noah worked as an intern for Congressman Pallone's office, contributing to the 2022 electoral campaign victory. Noah is a graduate of Drew University, where he received a Bachelor's Degree in Political Science with a Minor in International Relations. During his time as an undergraduate student, he was inducted in the National Political Science Honor Society, Phi Sigma Alpha, the Dean's List, and interned at the Church Center of the United Nations.

JOHN GAULT | BUSINESS DEVELOPMENT REPRESENTATIVE

John has been a member of the firm since 2022. In his role as Business Development Representative, John works to support the development of new business across Millennium's target markets. Some of his daily responsibilities include outreach to prospective customers, management of existing prospects, working to help develop innovative sales strategies, and attending conferences. Prior to joining the firm, John spent 16 years in finance with Prudential Securities before taking on business development roles at AFLAC and Ryder Inc. John is a graduate of SUNY New Platz, where he received a Bachelor's Degree in Marketing.

SUSAN SCAVONE | DISASTER RECOVERY SPECIALIST

Sue has been a member of the firm since 2005. In her role as Disaster Recovery Specialist, Sue serves as the firm's leader on all disaster recovery projects and funding procurement. She has secured her position as a regional expert in FEMA Public Assistance and Hazard Mitigation Grant Programs, allowing her to help the firm's clients navigate these complex programs. Sue previously served as Millennium's Principal from 2005 through 2022. Prior to joining Millennium, Sue served as President of SMS Consulting Services, Inc. for ten years, where she provided governmental relations, grant procurement, and consulting services to both private and public sector clients. Sue is a graduate of Montclair State University, where she received a Bachelor's Degree in Political Science.

RESOLUTION RE: AUTHORIZE EXECUTION OF A PROPOSAL FOR PROFESSIONAL SERVICES WITH CATIZONE ENGINEERING, P.C., FOR CONSTRUCTION DOCUMENTS FOR REHABILITATIONOF FIELDS A AND B WITH DRAIN TALENTS SYSTEM

RESOLVED, that the Village Administrator is hereby authorized to execute a proposal with Catizone Engineering, P.C. for professional engineering services to prepare construction documents for the Rehabilitation of Flint Park Fields A and B with the Drain Talent System, including associated environmental coordination, SWPPP preparation, and project meetings, in an amount not to exceed $92,315.00 (project total $89,815.00 plus estimated reimbursable expenses of $2,500.00), and is authorized to undertake all administrative acts required pursuant to the proposal, subject to final review by Village Attorney; and be it further

RESOLVED, that all expenditures incurred in connection with this proposal be applied and charged to the appropriate budget account(s), as determined by the Village Treasurer, and administered in accordance with the terms of the proposal.

Submitted by: Village Administrator
Date: January 23, 2026
For: January 26, 2026

PROPOSAL FOR PROFESSIONAL SERVICES

CONSTRUCTION DOCUMENTS FOR REHABILITATION OF FIELDS A AND B WITH DRAIN TALENTS SYSTEM

Flint Park
Village of Larchmont

Prepared for:
Aylone Katzin; Village Administrator
Village of Larchmont
120 Larchmont Avenue
Larchmont, NY 10538

November 20, 2025

PREPARED BY:

CATIZONE ENGINEERING, P.C.
CIVIL ENGINEERING CONSULTANTS

ONE WEST AVENUE, SUITE 219, LARCHMONT, NY 10538
TEL: (914) 269-8358

PROPOSAL FOR PROFESSIONAL SERVICES

This **PROPOSAL**, made and entered into on this **20th** day of **November 2025** by and between **Aylone Katzin; Village Administrator** representing **Village of Larchmont** with offices located at **120 Larchmont Avenue, Larchmont, NY 10538,** hereinafter referred to as the **CLIENT**, and **Catizone Engineering, P.C.**

WHEREAS, the **CLIENT** desires Site Civil Engineering Services for the **Rehabilitation of Flint Park Fields A and B with Drain Talents System** located at **Locust Avenue** within the **Village of Larchmont,** County of **Westchester**, State of **New York** and having a municipal tax identification number of **7-8-1** which shall hereinafter be referred to as the **PROJECT.**

WHEREAS the **PROJECT** includes the rehabilitation of Flint Park Fields A and B utilizing Drain Talent system. Drain Talent is a proprietary soil management system ensuring optimal conditions and balancing the moisture content within the soil. Our design assumptions are based on a plan entitled "Partial Topographic Survey of Property, THE VLLAGE OF LARCHMONT, being, Flint Park, situate in, Village of Larchmont", prepared by Geologic Land Surveying, PLLC and dated June 7, 2021. Additional concept layout information was superimposed on the plan by Woodard and Curran. The concept plan depicts approximately 81,000 sf of area to be converted to Drain Talent. Additional improvements include reconstruction of approximately 50,000 sf of fields, installation of approximately 15,000 sf of perimeter grass area, installation of walks and paths and installation of amenities. The concept plan is included as **Appendix A.**

Our design assumptions for improvements, other than Drain Talent, are based on a cost estimate provided by DeRosa Sports Construction Inc with file date of February 24, 2025, which is included as **Appendix B.**

The Project area was formerly utilized for municipal incinerator waste disposal; accordingly, the soils in the impacted areas must be tested to determine if additional permits are required for excavation and disposal.

The Project is adjacent to wetlands and stream corridor; accordingly, the wetlands must be delineated and a jurisdictional determination completed to determine if additional permits are required.

The Project site is within a costal zone; accordingly, a zone consistency review must be conducted for compliance with the Village code and Town LWRP.

The Project is located within the National Flood Insurance Special Flood Hazard Zone AE, with a base flood elevation of 12. Accordingly, the grades will need to be carefully coordinated such that the improvements do not result in a loss of flood storage volume.

The project is anticipated to disturb 3.6 acres of soil; accordingly, coverage under the NYSDEC General Permit for Storm Water Discharges associated with Construction Activities.

NOW THEREFORE:

Catizone Engineering, P.C. proposes to furnish and perform professional Engineering services required for the design and/or construction of the **PROJECT** hereinbefore described which Services are defined hereinafter in Scope of Services, hereinafter called **SERVICES**.

Catizone Engineering, P.C. proposes payment as compensation for such **SERVICES** the following fees and other monies, as defined hereinafter in the **SCHEDULE OF PROFESSIONAL FEES AND CHARGES, FS-E26 (Appendix C).**

Catizone Engineering, P.C.'s total liability to the **CLIENT** and other terms and conditions of this Contract shall be as defined hereinafter in the **GENERAL CONDITIONS (Appendix D).**

SERVICES FEE SCHEDULE:

PHASE	DESCRIPTION	FEE	FEE BASIS
1.	Subcontracted Services- Environmental Services	$23,115	Lump Sum
2.	Construction Documents	$49,500	Lump Sum
3.	Stormwater Pollution Prevention Plan	$12,000	Lump Sum
4.	Project Meetings	$5,200	Payroll Basis
Project Total		**$89,815**	
Reimbursable Expenses		*$2,500*	*Estimated*

If **SERVICES** under this **PROPOSAL** are not authorized on or before **January 2, 2026,** then the Fees listed shall be subject to renegotiation.

Catizone Engineering, P.C.'s effort is based on the entire **SERVICES** which account for efficiencies for effort shared between phases.

Services shall begin within **One (1)** week of the receipt of one (1) executed copy of this agreement.

The parties hereto agree that this agreement may be signed in counterparts and that PDF or facsimile signatures shall be deemed original and shall be binding.

The undersigned are duly authorized to execute this **PROPOSAL** on behalf of their affiliations and have caused this **PROPOSAL** to be executed as of the latest signatory date.

SIGNATURES:

Catizone Engineering, P.C.	**CLIENT**: Village of Larchmont
By: _____	By: _____
Pietro A. Catizone, P.E.	Print Name: _____
Principal	Title: _____
Date: November 20, 2025	Date: _____

PROJECT BASE INFORMATION

Prior to the commencement of **SERVICES,** the **CLIENT** shall furnish **Catizone Engineering, P.C.** with the following information, as required:

1. Planimetric Survey depicting physical features including but not limited to buildings, doorway locations, roadways, walks, curbs, pavement marking and symbols, light poles and bases, streams, waterbodies, wetlands, buffers, easements, and other improvements. Delivered in ACAD format.
2. Topographic Survey sufficient to determine accurate earthwork and drainage computations and depicting contours at an interval of not less than two feet, spot elevations, grade break lines and elevations of critical items including but not limited to finished floor elevations. Delivered in ACAD 3D.
3. Utilities Survey, in ACAD format, depicting:
    a. Existing underground utilities and associated features obtainable from grade including but not limited to grade elevation of manhole, inlet, valve box or other, size and material all incoming and outgoing pies, inverts for all incoming and outgoing pipes. For gravity systems, data from a minimum of two structures are required such that pipe slopes can be calculated along the site frontage.
    b. Locations of utility poles and associated items including but not limited to guy wires, drop piping, overhead wires, overhead and underground services, transformers, and luminaires.
    c. Locations of traffic signal poles and associated appetences including but not limited to span wire, signal head (including configuration and number and type of lights), traffic loops, occupancy control, pull boxes, signal boxes, control boxes and pedestrian poles.
    d. Location of streetlights, and other miscellaneous utilities.
    e. Record information for utilities that are unobtainable by field survey including but not limited to water mains, sanitary force main, gas and electric.
4. Tree Survey depicting trees with a diameter at breast height (DBH) of **8”** and larger labeled with DBH, botanical name, and condition. Delivered in ACAD format.
5. Wetlands Delineation and Jurisdictional Determination.

We have received a survey entitled “Partial Topographic Survey of Property, THE VLLAGE OF LARCHMONT, being, Flint Park, situate in, Village of Larchmont”, prepared by Geologic Land Surveying, PLLC and dated June 7, 2021. The survey was provided in pdf and ADAC format. The wetlands will need to be updated once the wetland delineation is updated. We will advise if additional information is required.

A survey of the installed wetland flags will be required after the wetlands are delineated.

RELIANCE

Catizone Engineering, P.C. shall be entitled to rely upon the accuracy and completeness of information and/or services as furnished by the **CLIENT**. It shall be understood that it is the **CLIENT’s** responsibility to provide such information and services in a timely manner in order that **Catizone Engineering, P.C.** may meet the **CLIENT's** Schedule. If **Catizone Engineering, P.C.** must proceed with designs and plans without the appropriate information, the **CLIENT** recognizes that additional fees will be required for revisions required by receipt of late information.

SCOPE OF SERVICES

1. SUBCONTRACTED SERVICES- ENVIRONMENTAL SERVICES

Catizone Engineering, P.C. has received a proposal from **Tim Miller Associates, Inc,** dated November 20, 2025, for environmental services including:

a. Soil Sampling and Analysis

b. Wetlands Delineation and Jurisdictional Determination

c. Costal Consistency Review

Our standard subcontractor markup is **fifteen (15%)** on all subcontractor invoices, which is applied to cover our administrative and operational costs necessary to effectively execute the project.

The proposal is included as **Appendix E**.

2. CONSTRUCTION DOCUMENTS

2.1. **Catizone Engineering, P.C.** will Drain Talent regarding the cross section, piping network, equipment location, elevations and connections to existing water, power and storm water discharge, including emergency gravity drain.

2.2. We will coordinate with DeRosa. Sports Construction, Inc regarding site improvements including earthwork, preparation of Drain Talent area, sections outside of the Drain Talent area, filed rehabilitation, utility connections and amenities.

2.3. We will coordinate Village of Larchmont and the Project consultants regarding scheduling.

2.4. We will prepare construction level drawings including but not limited to:

a. Title Sheet depicting project location, notes, drawing list and other relevant information.

b. Demolition plan depicting the existing improvements to be removed.

c. Layout Plan depicting, property lines, project limits, dimensions of Drain Talent system, dimensions of ball fields, locations widths and alignments of proposed paths, and other critical dimensions required for construction.

d. Grading Plan depicting existing and proposed contours at an elevation interval of no less than 2 feet, spot elevations, and elevations of critical items. The Project is located within the National Flood Insurance Special Flood Hazard Zone AE, with a base flood elevation of 12. Accordingly, the Project can not result in a loss of flood storage.

e. Utilities Plan depicting locations and elevations of existing and proposed, water and storm pipes and structures, including Drain Talent piping, equipment and discharge location(s).

f. Storm Profiles depicting the pipe sizes, slopes, manhole structures, inlets and crossings with other utilities.

g. Sediment and Erosion Control Plan in accordance with NYSDEC requirements.

h. Sediment and Erosion Control Details, including but not limited to NYSDEC standard erosion control notes and relevant standard details.

i. General Site Details, including but not limited to; pavement sections, trench details, drainage structures, and other major items as required for review.

2.5. We will calculate the approximate volume of material to be removed and disposed of as conventional fill and volume of material to be removed and disposed as potential environmental fill.

2.6. We will calculate cut and fill for the project to demonstrate that the Project will not result in a loss of flood

storage.

2.7. We will submit a 50% preliminary design review plan set intended to communicate the project's basic concept, general scope, and coordination strategy to the **CLIENT** and project team.

2.8. preliminary design milestone and coordination showing the project's basic concept with a moderate level of detail, for review by the **CLIENT** and project team.

2.9. We will submit an 80% Progress plan set for review by the **CLIENT** and project team, representing substantially completed documents which may require some final detailing and coordination.

2.10. We will incorporate comments from the **CLIENT** and team review and advance the 80% progress plan set to construction level documents suitable for permits.

2.11. The total cost of the construction documents task will depend on the complexity of the **PROJECT** and number of months anticipated for coordination. We assume a **Twelve (12)** week construction documents period.

3. STORMWATER POLLUTION PREVENTION PLAN

The NYSDEC SPDES General Permit for Storm Water Discharges from Construction Activities (GP-0-25-001) authorizes storm water discharges to surface waters of the State from the following construction activities identified within 40 CFR Parts 122.26(b)(14)(x), 122.26(b)(15)(i) and 122.26(b)(15)(ii).

For a common plan of development or sale, the phase(s) that meet the eligibility requirements in Part I.A. may obtain coverage under this permit even if other phase(s) of the same common plan of development or sale do not meet the eligibility requirements and require an individual SPDES permit.

Eligibility Requirements:

1. The owner's or operator's construction activities involve soil disturbances of:
    a. one or more acres; or
    b. less than one acre which are part of a common plan of development or sale that will ultimately disturb one or more acres; or
    c. less than one acre where NYSDEC has determined that a SPDES permit is required for stormwater discharges based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to surface waters of the State.
        i. 5,000 square feet or more, but less than one acre, and are in the New York City Watershed located east of the Hudson River, Appendix C Figure 1; or
        ii. 20,000 square feet or more, but less than one acre, within the municipal boundaries of the City of New York (NYC); or
        iii. less than 20,000 square feet which are part of a common plan of development or sale that will ultimately disturb 20,000 square feet or more, but less than one acre, within the municipal boundaries of NYC; or
        iv. that creates 5,000 square feet or more of impervious area within the municipal boundaries of NYC.

Based on preliminary information, it appears that your project **will** trigger **item 1a** of the thresholds; accordingly, coverage under the General Permit **IS** required.

A Stormwater management plan in accordance with the **Village** of **Larchmont**, **Part III, Chapter 355, Stormwater Drainage and Water Pollution Control** is required.

We will prepare a Stormwater Pollution Prevention Plan (SWPPP), in accordance with the requirements of NYSDEC Stormwater Management Design Manual and in accordance with the Municipal requirements.

3.1. **Catizone Engineering, P.C.** will evaluate pre-development and post-development runoff for the required design storms utilizing unit hydrograph analysis and size a detention system such that the post-development flows do not exceed pre-development levels. It is noted that the Drain Talent system will be modeled as impervious cover since it is a closed system, which does not allow infiltration into the subsurface soils. Since the Project discharges directly to tidal waters, the post development runoff requirement can be waived.

3.2. We will evaluate storm water quality requirements and incorporate measures for capturing and treating the required water quality volume WQv and rainfall reduction volume RRv, in accordance with NYSDEC and Municipality standards. We anticipate that the permanent pool within the Drain Talent system can be utilized for WQv.

3.3. We will prepare a NYSDEC "Notice of Intent" (NOI) and "Municipal Separate Sewer System" (MS4) permit and coordinate signatures with Municipality. These documents will need to be submitted to NYSDEC, at least 5 working days in advance of construction, for coverage under SPDES General Permit for Storm water Discharges from Construction Activities (GP-0-25-001). Submitting the NOI to the NYSDEC is considered part of Construction Services. Accordingly, we will submit the NOI as part of **SWPPP COMPLIANCE MONITORING**.

3.4. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) for submittal to the Municipality.

3.5. We anticipate that the reviewer(s) will generate comments based on their review of the plans and calculations. We will review the comments, discuss the comments with the reviewer, as necessary, revise plans and reports to address reviewer comments and prepare annotated responses. Accordingly, we have budgeted **Twenty-Four (24)** Man-hours. Effort required beyond the budgeted time shall be considered Additional Services.

4. PROJECT MEETINGS

4.1. **Catizone Engineering, P.C.** assumes that up to **twelve (12)** document coordination conference calls with the **CLIENT** and/or design team will be required. It is anticipated that the calls will not exceed **two (2)** man-hours in duration. Conference calls will be billed in accordance with our **SCHEDULE OF PROFESSIONAL FEES AND CHARGES, FS-E26.** Effort required beyond the budgeted time shall be considered Additional Services.

END SCOPE OF SERVICES

SPECIAL ENGINEERING SERVICES

It is recognized that Special Services may be required which are not included above, but will be provided by **Catizone Engineering, P.C.** upon request of the **CLIENT**. Special Services may include but not be limited to:

1. Securing variance(s) from Zoning Board of Appeals.
2. Off-site Area Stormwater Management Study; Floodplain Analysis; Off-site Drainage System.
3. Offsite Stormwater Design.
4. Construction Services based construction schedule and/or Agency requirements.
5. Compliance Monitoring.
6. Design of Retaining Walls (Reinforced Concrete or Modular Block). Railings and guards by others unless specifically included in Services.
7. Backflow Prevention Device Plans and Approvals. It is assumed that all backflow prevention devices will be located internal to the new buildings. As such it will be the responsibility of the building mechanical engineer to obtain the required permits and approvals.
8. Off-site Roadway engineering.
9. Public Sanitary Sewer Extension.
10. Public Water Main Extension.
11. Preparation of Site Landscaping Plans.
12. Preparation of Photometric Plans.

In the event such Special Services are required, **Catizone Engineering, P.C.** shall furnish **CLIENT** with a written Proposal for same but shall not start work until written authorization is provided by the **CLIENT**.

LIMITATIONS AND ASSUMPTIONS

1. Applicant shall pay all fees including but not limited to application, review and permit fees.
2. Evaluation of existing walls and structures is excluded.
3. Project re-design and significant project changes are excluded and will be billed as ADDITIONAL SERVICES.
4. **CLIENT** shall advise **Catizone Engineering, P.C.** as to the installation of items to be certified by a Licensed, Professional Engineer as required by Federal, State and/or Local agencies, including, but not limited to, stormwater facilities, infiltration practices, tie-in to an existing drainage system, tie-in to an existing public water main, tie-in to existing sewer main, public utility extension, public drainage improvements, backfill and paving within public roadways. **Catizone Engineering, P.C.** cannot certify compliance of the completed work unless we observe and document these items during construction and prior to backfill. Field observations for construction compliance will be billed as CONSTRUCTION SERVICES.
5. **CLIENT** shall provide **Catizone Engineering, P.C.** with advanced notice for field observations, testing or other activities which require that **Catizone Engineering, P.C.** be present to observe and document such activities.
6. The Applicant or his/her contractor shall be responsible for notifying agencies having jurisdiction for required inspections. Observations conducted by **Catizone Engineering, P.C.** shall not be considered a substitute for compliance with Agency inspection requirements.
7. Direct expenses, such as mileage (current rate: $0.70 per mile), overnight mailings, and extensive reproduction will be billed directly to the **CLIENT** at cost.

APPENDIX A

PARTIAL TOPOGRAPHIC SURVEY OF PROPERTY, THE VLLAGE OF LARCHMONT, BEING, FLINT PARK, SITUATE IN, VILLAGE OF LARCHMONT WITH IMPROVEMENTS SUPERIMPOSED

LEGEND

○	PROPERTY LINE CORNER
◆	BENCHMARK SET
	UTILITY POLE WITH LIGHT
	UTILITY POLE
	GUY WIRE
	LIGHT POLE
	SIGN
	CATCH BASINS
	GAS VALVE
	PROPANE TANK
	CATCH BASIN CURB INLET
	ELECTRIC BOXES / MANHOLES
	DRAINAGE MANHOLE
S	SEWER MANHOLE
	WATER VALVE
	HYDRANT
	WELL
	IRRIGATION CONTROL VALVE BOX
	CABLE TV BOX
	OIL FILL CAP
	R.R. TIE RET. WALL
	STONE MASONRY WALL
	STONE WALL
	CONCRETE WALL
//	OVERHEAD UTILITIES
-x-	REMAINS OF WIRE FENCE
	STOCKADE FENCE
	POST AND BOARD FENCE
	CHAIN LINK FENCE
E	UNDERGROUND ELECTRIC LINE
W	UNDERGROUND WATER LINE
G	UNDERGROUND GAS LINE
ST	UNDERGROUND STORM SEWER
S	UNDERGROUND SEWER LINE
	UNDERGROUND DRAINAGE PIPE
	BUILDING
	ASPHALT SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	STONE SURFACE
	SLATE/FLAGSTONE SURFACE
	WATER
	BRICK SURFACE
	FLAG POLE
	BENCH
	EDGE OF TREE LINE
	DECIDUOUS TREE
	CONIFEROUS TREE
	SMALL PLANTS & SHRUBS
	HEDGE ROW
	HEAVY BRUSH OR PLANTINGS
	BUSH
	STUMP
D.M.H.	DRAINAGE MANHOLE
S.M.H.	SEWER MANHOLE
BM	BENCHMARK
ELEV.	ELEVATION
F.F.	FIRST FLOOR
WV	WATER VALVE
TYP.	TYPICAL
PVC	POLYVINYL CHLORIDE PIPE
CPP	CORRUGATED PLASTIC PIPE
CMP	CORRUGATED METAL PIPE
CIP	CAST IRON PIPE
RCP	REINFORCED CONCRETE PIPE
N/F	NOW OR FORMERLY



Parcel Line Table

Line #	Length	Direction
L1	N84° 36' 56"E	35.37'
L2	S64° 37" 34"E	28.62'
L3	N34° 15" 26"E	26.48'
L4	S86° 36' 44"E	23.41'
L5	S59° 20' 44"E	36.29'
L6	N20° 10' 06"E	29.43'
L7	S50° 38' 14"E	24.37'
L8	S74° 29' 34"E	18.34'
L9	N48° 30' 16"E	28.25'
L10	N87° 24' 36"E	13.81'
L11	N68° 41' 06"E	26.24'
L12	S68° 20' 04"E	26.93'
L13	S80° 48' 34"E	14.79'
L14	N07° 43' 56"E	25.39'
L15	N33° 52' 24"W	19.80'
L16	N79° 46' 52"E	36.03'
L17	N16° 49' 36"E	36.15'
L18	N02° 59' 54"W	14.05'
L19	N59° 42' 56"E	10.19'
L20	S48° 54' 04"E	41.28'
L21	N43° 25' 46"E	8.69'
L22	N13° 01' 44"W	16.01'
L23	N52° 57' 44"W	31.22'
L24	N16° 04' 06"E	9.21'
L25	N61° 33' 36"E	21.12'
L26	N39° 22' 06"E	23.18'
L27	S75° 10' 14"E	19.78'
L28	N20° 58' 06"E	17.66'
L29	N06° 43' 44"W	60.58'
L30	N37° 42' 46"E	24.56'
L31	N33° 49' 44"W	25.33'
L32	N29° 44' 16"E	41.01'
L33	N37° 53' 14"W	15.44'
L34	N82° 04' 24"W	21.61'
L35	S45° 54' 56"W	36.25'
L36	N48° 56' 34"W	5.99'
L37	N00° 31' 24"W	19.20'
L38	N33° 01' 06"E	38.61'
L39	N72° 17' 16"E	20.42'
L40	N42° 00' 26"E	10.59'
L41	N49° 42' 54"W	14.02'
L42	N69° 45' 14"W	27.38'
L43	N33° 06' 14"W	25.52'
L44	N60° 22' 06"E	35.51'
L45	S79° 20' 34"E	56.73'
L46	N27° 49' 56"E	20.55'
L47	N04° 35' 24"W	54.13'
L48	N89° 38' 16"E	26.66'

Parcel Line Table

Line #	Length	Direction
L49	N59° 06' 46"E	34.83'
L50	N26° 04' 26"E	23.53'
L51	N13° 17' 26"E	27.85'
L52	S75° 41' 44"E	12.25'
L53	S25° 56' 14"E	32.30'
L54	N56° 50' 36"E	16.24'
L55	N02° 55' 14"W	65.32'
L56	N71° 40' 46"E	19.80'
L57	S42° 50' 14"E	57.52'
L58	N47° 33' 26"E	21.01'
L59	N27° 11' 36"E	25.95'
L60	S44° 09' 24"E	27.21'
L61	S08° 29' 54"E	19.31'
L62	S38° 52' 26"W	39.40'
L63	S24° 06' 04"E	32.21'
L64	S86° 07' 44"E	25.43'
L65	N46° 10' 56"E	20.74'
L66	N15° 42' 56"E	57.72'
L67	N88° 09' 46"E	25.72'
L68	S31° 59' 34"E	22.79'
L69	S35° 49' 06"W	72.06'
L70	S22° 06' 04"E	27.55'
L71	N83° 23' 46"E	44.52'
L72	S25° 09' 54"E	51.63'
L73	S88° 56' 14"E	22.78'
L74	N56° 58' 36"E	80.38'
L75	S28° 43' 54"E	95.46'
L76	S79° 27' 24"E	75.51'
L77	N74° 03' 16"E	112.83'
L78	S56° 56' 14"E	67.84'
L79	N58° 59' 56"E	63.55'
L80	S76° 24' 34"E	75.82'
L81	S67° 13' 24"E	81.45'
L82	N45° 44' 56"E	78.39'
L83	S34° 40' 14"E	91.63'
L84	S36° 34' 34"E	35.07'
L85	S56° 29' 14"E	274.92'
L86	S17° 15' 44"E	51.27'
L87	S29° 06' 21"W	70.04'
L88	S05° 26' 46"W	71.50'
L89	S11° 44' 04"E	93.00'
L90	S05° 21' 14"E	146.50'
L91	S13° 52' 46"W	146.00'
L92	S30° 27' 46"W	114.00'
L93	S25° 29' 46"W	178.57'
L94	N66° 38' 14"W	1158.75'
L95	N66° 36' 18"W	520.95'

TREE ABBREVIATION TABLE

TW	TWIN
TR	TRIPLE
QL	QUAD
CL	CLUMP
AP	APPLE
AS	ASH
BC	BLACK CHERRY
BE	BEECH
BW	BLACK WALNUT
BW	BASSWOOD
CN	CHESTNUT
CY	CYPRESS
DW	DOGWOOD
EG	EVERGREEN
GL	GOLDEN LARCH
HI	HICKORY
LO	LOCUST
MA	MAPLE
OA	OAK
PE	PERSIMMON
PO	POPLAR
RB	RIVER BIRCH
SG	SWEET GUM
SP	SPRUCE
WA	WHITE ASH
WC	WILD CHERRY
WP	WHITE PINE
ZE	ZELKOVA

SURVEY NOTES:

1. HORIZONTAL DATUM: NAD83 NYSPC-E (STATIC GPS DERIVED)
1.1. DECLINATION (DEED NORTH TO GRID NORTH): 4°31'55"
2. VERTICAL DATUM: NAVD88 GEOID 18 (STATIC GPS DERIVED)
3. 1' CONTOURS PER AERIAL PHOTOGRAMMETRY BY GEOMAPS INTERNATIONAL INC. FROM 2017 FLIGHT (FIELD EDITED ON 5/21/21)
4. PROPERTY LINES SHOWN HEREON REFER TO "MAP A IN THE APPLICATION OF THE VILLAGE OF LARCHMONT FOR A GRANT OF LANDS UNDER THE WATERS OF EAST CREEK" DATED AUGUST 1, 2007 BY MARD CARPENTER ENGINEERS, INC. AND REVISED TO 9/5/07.
5. REFERENCE IS MAP ON FILE WITH S.U.N.Y. "SURVEY OF FLINT PARK IN THE VILLAGE OF LARCHMONT" DATED SEPTEMBER 3, 2007 BY MARD CARPENTER ENGINEERS, INC.
6. UTILITIES SHOWN HEREON REPRESENT THE COLLABORATIVE OF FIELD EVIDENCE, RECORD MAPPING, AND REMAINS OF MARK-OUTS. THIS SURVEY DOES NOT CONSTITUTE AN ALL INCLUSIVE LOCATION OF UNDERGROUND UTILITIES WITHIN THE SUBJECT PROPERTY. GEOLOGIC LAND SURVEYING ASSUMES NO LIABILITY FOR THE LOCATION OR NON LOCATION OF ALL UNDERGROUND UTILITIES.

SURVEYORS CERTIFICATION

CERTIFICATIONS INDICATED HEREON SIGNIFY THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

GEOLOGIC LAND SURVEYING, PLLC
100 CLINTON ST. SUITE 1 YONKERS, NY 10705
T: (914) 968-8030 F: (914) 968-8039
NEW YORK STATE CERTIFICATE OF AUTHORIZATION #0028

STATE OF NEW YORK — LICENSED LAND SURVEYOR — 050978

EVAN J. FOGLE, P.L.S.
N.Y.S. LICENSE NO. 050978

PARTIAL TOPOGRAPHIC SURVEY OF PROPERTY
PREPARED FOR

THE VILLAGE OF LARCHMONT

BEING
"FLINT PARK"
SITUATE IN
VILLAGE OF LARCHMONT
TOWN OF MAMARONECK WESTCHESTER CO., N.Y.
SCALE: 1" = 40' JUNE 7, 2021

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REVISIONS / ADDITIONS

DATE	DESCRIPTION	BY

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APPENDIX B
COST ESTIMATE PROVIDED BY DEROSA SPORTS CONSTRUCTION INC WITH FILE DATE OF FEBRUARY 24, 2025

DEROSA
SPORTS CONSTRUCTION, INC.

"A family tradition since 1930"

Project: Flint Park Field A & B
Location: Locust Ave Larchmont, NY 10538

WE HERE BY SUBMIT ESTIMATES FOR:
IMPROVEMENTS FOR FIELDS A & B AT FLINT PARK:

DeRosa Sports Construction Inc. will be responsible for all the necessary work installing the following:

1. **General Conditions, Site Prep, Removals:**
   A. Mobilization.
   B. Provide a private utility mark out.
   C. Surveying & As-builts.
   D. Tree protection & removals.
   E. Clean out the existing drainage system to ensure that it works properly.
   F. Install temporary 6' high construction fence around the entire site.
   G. Remove & dispose of existing irrigation system.
   H. Remove Existing backstops.
   I. Remove & dispose of existing asphalt walks & Concrete curb at front lot.

TOTAL COST FOR WORK ABOVE: $ 147,000.00

2. **Earthwork:**
   A. Remove & dispose of existing clay infields.
   B. Strip existing grass field. Remove & dispose of topsoil.
   C. Excavate field to proper depth for Drain Talents system.
   D. Remove fill from excavation. **Fill to be clean of ash & other debris.**
   E. Grade Subgrade for Fields according to plans provided.

TOTAL COST FOR WORK ABOVE: $ 360,000.00

3. **Soil Re-enforcement:**
   A. Remove & dispose of additional 2" of fill. **Fill to be clean of ash & other debris.**
   B. Supply & install Geo-grid under entire fields, including areas outside of the DrainTalent system. Triax type 2 grid.
   C. Supply & install 2" of ¾" processed stone.

TOTAL COST FOR WORK ABOVE: $ 250,000.00

28 Bulkley Avenue • Port Chester, New York 10573
Tel: 914-341-1506 • Fax: 914-341-1510
www.derosasports.com

4. **Install DrainTalent System:**
   A. Install plastic liner under the entirety of the field.
   B. Install ½"-1" of stone dust on top of liner.
   C. Excavate & install main lines for DrainTalent system.
   D. Supply & Install DrainTalent system.
   E. Install Concrete pad for system, 22' x 14' X 12".
   F. Install 7" of free draining sand. Fine grade sand layer.
   G. Install 3" of Rootzone soil for fields.
   H. Install 10" exit pipe, & tie into existing manhole.
   I. Fine grade fields.

TOTAL COST FOR WORK ABOVE: $ 1,670,000.00

5. **Install Sod:**
   A. Supply & install sod for all play fields, including little league infield.
   B. Install Sod on all areas outside of DrainTalent system, inside walking path.

TOTAL COST FOR WORK ABOVE: $ 148,000.00

6. **Install Baseball Infields:**
   A. Install full skinned infield, with 70' bases.
   B. Install 2" of sand under clay infield.
   C. Install 4" of clay for infield.
   D. Install clay bricks at mound & home plate.
   E. Install little league infield with 60' bases.
   F. Install 2" of sand under clay infield.
   G. Install 4" of clay for infield.
   H. Install clay bricks at home plate area.

TOTAL COST FOR WORK ABOVE: $ 100,000.00

7. **Install Porous walkways: (10,500 SF +/-)**
   A. Excavate for walkways according to plan, 15" depth.
   B. Remove & dispose of fill.
   C. Install 10" of crushed 2" stone.
   D. Install 2" of top choker stone.
   E. Install 3" of porous asphalt.

TOTAL COST FOR WORK ABOVE: $ 195,000.00

8. **Install Baseball backstops & Fencing:**
   A. Excavate for backstop footings.
   B. Install Sleeves for tension netting backstops.
   C. Install footings for backstop poles.
   D. Install poles & Netting for 30' high backstops.
   E. Install 4' high chain link fence from dugout to dugout, behind Homeplate.
   F. Install 8' high chain link fence from beginning of dugout to end of bleachers on each field.

TOTAL COST FOR WORK ABOVE: $ 199,000.00

9. **Install Dugouts & Field equipment:**
   A. Install (4) Gameshade Dugouts on concrete pad with footings for dugouts.
   B. Install (8) 15' long team benches in dugouts. (2 per dugout)
   C. Install new bases, home plates & pitching rubbers.
   D. Install concrete bleacher pads according to plan.

TOTAL COST FOR WORK ABOVE: $ 196,000.00

10. **Install Bleacher System:**
   A. Supply & Install (4) 5 Row, 15' Long bleacher system.
   B. Anchor bleachers to concrete pad.

TOTAL COST FOR WORK ABOVE: $ 60,000.00

11. **Install Sprinkler system:**
   A. Install sprinkler system in all areas that outside of DrainTalent system.

TOTAL COST FOR WORK ABOVE: $ 42,000.00

12. **Trench & backfill for Electrical:**
   A. Excavate from pump station to playhouse for electrical & data conduits.
   B. Install utility sand for conduits.
   C. Saw cut across Asphalt Road & repair.

TOTAL COST FOR WORK ABOVE: $ 20,000.00

13. **Install Water Line to Pump Station:**
   A. Excavate from pump station to hydrant.
   B. Tap off existing line. ***Assuming the existing line is adequate to supply system.**
   C. Install 2.5" - 3" PVC supply line from pump station to hydrant.
   D. Install utility sand for pipe backfill.

TOTAL COST FOR WORK ABOVE: $ 8,000.00

14. **Install trash receptacles:**
    A. Supply & Install (4) trash receptacles.

TOTAL COST FOR WORK ABOVE: $ 6,000.00

15. **Install Soccer Goals & corner flags:**
    A. Supply & Install (4) Soccer Goals with wheel kits.
    B. Supply (2) Sets of Corner Flags

TOTAL COST FOR WORK ABOVE: $ 26,000.00

16. **Install Storage Sheds:**
    A. Supply & Install (2) Storage Sheds 12' x 16'.

TOTAL COST FOR WORK ABOVE: $ 23,000.00

17. **Install Baseball Bullpens:**
    A. Install bullpens for baseball. (1) bullpen per field with (2) pitching rubbers & (2) home plates.
    B. Install Clay mounds with clay bricks.
    C. Install Home plate area in clay. Area between Mound & Home plate to be sod.

TOTAL COST FOR WORK ABOVE: $ 16,000.00

18. **Install Shade Structures:**
    A. Supply & Install (2) 12' wide X 40' Long shade structures behind each backstop.
    B. Supply & Install (4) 12' wide X 20' long shade structures, over each bleacher system.

TOTAL COST FOR WORK ABOVE: $ 142,000.00

19. **Clean up & Restoration:**
    A. Remove Temporary fence and demobilize off site.
    B. Clean up and restore all disturbed areas.
    C. Close out project, provide As-Built's

TOTAL COST FOR WORK ABOVE: $ 36,000.00

TOTAL PROJECT COST: $ 3,644,000.00

1. **Allowence for Soil Removal:**
    A. Disposal of Soil, if ash or other debris is found in fill material. ***approx. 3,000 CY.**

TOTAL COST FOR WORK ABOVE: $ 210,000.00

Exclusions:

- **Price does not include Sales Tax.**
- **Entrance Kiosk is NOT included in price.**
- **Electrical supply for DrainTalent System, 3 Phase 32 Amp circuit.**
- **Data supply for DrainTalent System, CAT-6 data cable.**
- **Bond cost. If bonding is required, 2% will be added to total cost above.**

***Price is based on Prevailing Wages.**

AUTHORIZED SIGNATURE 

Mathew DeRosa, President

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as progress payments.

Date of Acceptance_____ Signature_____

APPENDIX C
SCHEDULE OF PROFESSIONAL FEES AND CHARGES, FS-E26

SCHEDULE OF PROFESSIONAL FEES AND CHARGES

FEE STRUCTURE

This Schedule is subject to change upon advance notification. Fee structure shall be defined as follows:

LUMP SUM

Whereas the compensation for the SERVICES is based on an agreed upon fixed price, including payroll, overhead, profit and applicable fees and taxes, and billed monthly, based on a percentage of SERVICES complete. CLIENT will not receive a summary of individual hours or efforts expended. Unless specified in SERVICES, reimbursable expenses will be billed separately.

PAYROLL BASIS

Whereas the compensation for the SERVICES is based on an estimated effort and CLIENT is billed monthly for actual hours and effort expended, billed at the following hourly rates:

Principals and Directors	$250-$350	Senior Inspectors	$150-$225
Project Managers	$170- $250	Inspectors	$100- $150
Project Engineers	$150- $200	Technicians	$100 - $150
Engineers	$110- $200	Administrative	$75- $125
Designers	$100- $150	Interns	$50- $80

COST PER OCCURRENCE

Whereas Catizone Engineering, P.C. recognizes that the individual effort required for repeating Project occurrences, such as meetings and field observations, and other Project tasks may vary, Catizone Engineering, P.C. may agree to bill CLIENT on a per occurrence basis, as outlined in SERVICES. The FEE SCHEDULE will be based on a maximum number of occurrences (meetings, field observations, inspections, etc.) and a maximum number of hours per occurrence. Unless specified in SERVICES, reimbursable expenses are not included and will be billed separately.

HOLIDAY AND WEEKEND WORK

Should the client require services on holidays or weekends, such services will be billed at two (2) times the standard cost for holidays and one and one half (1.5) times the standard cost for weekends.

REIMBURSABLE EXPENSE

Incidental expenses, including but not limited to mileage, tolls, printing expenses, and fees, will be billed to CLIENT, at cost, without mark-up, unless specified in SERVICES. CLIENT shall be responsible for all fees including but not limited to application, review and escrow fees and shall pay these fees directly to the review/governing agency.

ADDITIONAL SERVICES

At CLIENT's request, Catizone Engineering, P.C., will provide and perform additional related services for additional compensation. CLIENT shall have the right at any time during the performance of the SERVICES to make modifications to the SERVICES to be performed, including the materials, equipment and apparatus to be furnished under this AGREEMENT by giving notice to Catizone Engineering, P.C. of CLIENT's intention to make such changes. Catizone Engineering, P.C. will prepare and forward to CLIENT a PROPOSAL, WORK ORDER or ADDITIONAL SERVICES AGREEMENT setting forth the basis of compensation for such modified SCOPE OF SERVICES and any adjustment in the time of performance of the AGREEMENT. CLIENT will have the right to accept or reject such ADDITIONAL SERVICES. Authorization via text, email or other means shall be considered authorization to proceed.

TAXES

All Services and Charges may be subject to one or several States' Sale or Use taxes. These will be added when applicable.

INVOICES

Invoices will be rendered monthly for SERVICES performed and expenses incurred during the previous month. Payments are due to **Catizone Engineering, P.C., One West Avenue, Suite 219, Larchmont, NY 10538** within 30 days following the invoice date. Catizone Engineering, P.C. reserves the right to apply a late payment fee at the interest rate of 1-1/2% per month (18% per annum), beginning from the 31st day, for invoices NOT paid within 30 days of the invoice date. Any late payment will be applied first to interest and then to the oldest outstanding balance due.

EFFECTIVE DATE: September 22, 2025 **FS-E26**

APPENDIX D
GENERAL CONDITIONS

GENERAL CONDITIONS

1. SCOPE OF SERVICES

1.1. Catizone Engineering, P.C. agrees to provide the professional services described in the PROPOSAL or SCOPE OF SERVICES (hereinafter the "SERVICES"). Catizone Engineering, P.C. shall commence work after receipt of an executed PROPOSAL or PROFESSIONAL SERVICES AGREEMENT and retainer, if required. Other forms of authorization by CLIENT, including but not limited to e-mail authorization to proceed, shall be considered valid and binding.

1.2. Catizone Engineering, P.C. will advise Client as to the necessity of Client to provide or obtain other special services and/or data in connection with the SERVICES and will assist Client in obtaining such special services and /or data.

2. ADDITIONAL SERVICES

At CLIENT's request, Catizone Engineering, P.C. will provide and perform additional related services for additional compensation. CLIENT shall have the right at any time during the performance of the SERVICES to make modifications to the SERVICES to be performed, including the materials, equipment and apparatus to be furnished under this AGREEMENT by giving notice to Catizone Engineering, P.C. of CLIENT's intention to make such changes. Catizone Engineering, P.C. will prepare and forward to CLIENT a PROPOSAL, WORK ORDER or ADDITIONAL SERVICES AGREEMENT setting forth the basis of compensation for such modified SCOPE OF SERVICES and any adjustment in the time of performance of the AGREEMENT. CLIENT will have the right to accept or reject such ADDITIONAL SERVICES. Authorization via text, email or other means shall be considered authorization to proceed.

3. SCHEDULE OF SERVICES

Catizone Engineering, P.C. shall use its best efforts to complete the SERVICES in a timely manner so as to meet CLIENT's requirements and shall advise Client if it is anticipated that the schedule cannot be met. Project schedule and specific milestone dates are set forth in SERVICES.

4. RESPONSIBILITIES OF CLIENT

4.1. CLIENT shall provide all criteria and full information as to the CLIENT's requirements for the Project; designate a person or persons to act with authority on the CLIENT's behalf in respect to all aspects of the Project; examine and respond promptly to Catizone Engineering, P.C.'s submittals; and give prompt written notice to whenever the CLIENT observes Catizone Engineering, P.C. or otherwise becomes aware of any deviations, defects or deficiencies in the work including deviations.

4.2. CLIENT shall furnish or make available to Catizone Engineering, P.C. any and all of its records, maps, or other data which are pertinent to Catizone Engineering, P.C.'s work. CLIENT shall authorize and assist Catizone Engineering, P.C. in obtaining any such pertinent information from other public and private sources. Catizone Engineering, P.C. shall be entitled to rely upon the accuracy and completeness of information and/or services as furnished by the Client.

4.3. CLIENT shall Arrange for and make all provisions for Catizone Engineering, P.C. to enter upon site or such other public and private property as may be required for Catizone Engineering, P.C. to perform SERVICES;

4.4. CLIENT shall notify Catizone Engineering, P.C. promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide Catizone Engineering, P.C. with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4.5. CLIENT shall promptly inform Catizone Engineering, P.C. of any program changes to the Project which may impact Catizone Engineering, P.C.'s SERVICES or Schedule.

4.6. CLIENT shall advise Catizone Engineering, P.C. as to the installation of items to be certified by a Licensed, Professional Engineer as required by Federal, State and/or Local agencies, including, but not limited to, stormwater facilities, infiltration practices, tie-in to an existing drainage system, tie-in to an existing public water main, tie-in to existing sewer main, public utility extension, public drainage improvements, backfill and paving within public roadways. Catizone Engineering, P.C. cannot certify compliance of the completed work unless we observe and document these items during construction and prior to backfill.

4.7. CLIENT shall provide Catizone Engineering, P.C. with advanced notice for field observations, testing or other activities which require that Catizone Engineering, P.C. be present to observe and document such activities.

5. COMPENSATION

5.1. For the Services rendered hereunder, CLIENT agrees to pay Catizone Engineering, P.C. the charges, fees and expenses in accordance with the current SCHEDULE OF PROFESSIONAL FEES AND CHARGES, which is subject to change upon advance notification and revised SCHEDULE OF PROFESSIONAL FEES AND CHARGES.

5.2. If required by Catizone Engineering, P.C., CLIENT shall provide a retainer for SERVICES.

5.3. Fee structure shall be defined as follows;

5.3.1. **LUMP SUM;** whereas the compensation for the SERVICES is based on an agreed upon fixed price, including payroll, overhead, profit and applicable fees and taxes, and billed on a monthly basis, based on a percent of SERVICES complete. CLIENT will not receive a summary of individual hours or efforts expended. Unless specified in SERVICES, reimbursable expenses are not included and will be billed separately.

5.3.2. **PAYROLL BASIS**: whereas the compensation for the SERVICES is based on an estimated effort and CLIENT is billed on a monthly basis for actual hours and effort expended, billed at the following hourly rates:

Principals and Directors	$250-$350	Senior Inspectors	$150-$225
Project Managers	$170- $250	Inspectors	$100- $150
Project Engineers	$150- $200	Technicians	$100 - $150
Engineers	$110- $200	Administrative	$75- $125
Designers	$100- $150	Interns	$50- $80

Catizone Engineering, P.C. will prepare and forward to CLIENT a PROPOSAL, WORK ORDER or ADDITIONAL SERVICES AGREEMENT if it is anticipated that the budget identified in the FEE SCHEDULE will be exceeded.

5.3.3. **COST PER OCCURRENCE;** whereas Catizone Engineering, P.C. recognizes that the individual effort required for repeating Project occurrences, such as meetings and field observations, and other Project tasks may vary, Catizone Engineering, P.C. may agree to bill CLIENT on a per occurrence basis, as outlined in SERVICES. The FEE SCHEDULE will be based on a maximum number of occurrences (meetings, field observations, inspections, etc.) and a maximum number of hours per occurrence. Unless specified in SERVICES, reimbursable expenses are not included and will be billed separately.

5.3.4. **HOLIDAY AND WEEKEND WORK**; should the CLIENT require services on holidays or weekends, such services will be billed at two (2) times the standard cost for holidays and one and one half (1.5) times the standard cost for weekends.

5.3.5. **REIMBURSABLE EXPENSES**: incidental expenses including but not limited to mileage, tolls, printing expenses, and fees, will be billed to CLIENT, at cost, without mark-up, unless specified in SERVICES. CLIENT shall be responsible for all fees including but not limited to application, review and escrow fees and shall pay these fees directly to the review/governing agency.

5.4. Invoices will be rendered monthly for SERVICES performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon CLIENT's request. Payments are due to Catizone Engineering, P.C., One West Avenue, Suite 219, Larchmont NY 10538, within 30 days following the invoice date. Catizone Engineering, P.C. reserves the right to apply a late payment fee at the interest rate of 1-1/2% per month (18% per annum), beginning from the 31st day, for invoices NOT paid within 30 days of the invoice date. Any late payment will be applied first to interest and then to the oldest outstanding balance due.

5.5. Catizone Engineering, P.C. shall suspend performance of SERVICES without further notice, upon seven (7) days written notice to CLIENT if payment is not received. Upon a suspension of Services, Catizone Engineering, P.C. shall have no liability to the CLIENT for delay or damage caused by such suspension.

6. PERFORMANCE

6.1. Catizone Engineering, P.C.'s Services will be considered complete on the date when the SERVICES are accepted by CLIENT. Acceptance by CLIENT shall not be unreasonably withheld and shall not exceed 30 days after receipt of the Reports or Deliverables. After 30 days, Catizone Engineering, P.C.'s Services will be presumed to be accepted.

6.2. If SERVICES are not completed or are delayed, through no fault of Catizone Engineering, P.C., all Schedules and Fees will be subject to adjustment.

7. OWNERSHIP OF DOCUMENTS

All documents prepared by or for Catizone Engineering, P.C. and delivered to CLIENT in performance of this AGREEMENT are considered property of the CLIENT. The CLIENT agrees that reuse of such documents by the CLIENT or by third Parties without Catizone Engineering, P.C. 's written permission will be at the sole risk of the user without any liability on the part of Catizone Engineering, P.C. Catizone Engineering, P.C. may make and retain copies of all such documents delivered to CLIENT. If CLIENT aids or assists in the unauthorized use of such documents by third Parties, CLIENT will indemnify Catizone Engineering, P.C. for all amounts expended to defend against any claim arising from such use.

CONFIDENTIAL INFORMATION

7.1. Confidential information refers to any documents, data or information relating to the Project which could reasonably be considered to be private or proprietary to the CLIENT, and which is not generally known, and where the release of such confidential information could reasonably be expected to cause harm to the CLIENT.

7.2. CLIENT shall notify Catizone Engineering, P.C. of any information that CLIENT intends to have Catizone Engineering, P.C. treat as confidential information and mark such information "CONFIDENTIAL", if the information is committed to writing.

7.3. Client agrees that documents, including but not limited to applications, plans, reports and calculations, will need to be submitted to the authority having jurisdiction for review and approval. Information submitted to a Federal, State or Local agency or quasi-public agency on behalf of the CLIENT shall no longer be considered confidential information.

7.4. Information obtained from public records or public documents shall not be considered confidential information.

8. STANDARD OF SERVICE

8.1. Catizone Engineering, P.C. will perform its Services with that degree of skill and care that is in accordance with generally accepted professional practices and procedures in the state or jurisdiction where the site is located, or if no site is specified, in accordance with generally accepted professional practices and procedures in the State of New York. The standard of care will be judged according to standards in place at the time the services are performed and not according to later standards. This standard is in lieu of all other standards or warranties, either expressed or implied. Wherever reasonably possible, Catizone Engineering, P.C. will correct any services not meeting this standard provided CLIENT notifies Catizone Engineering, P.C. of the deficiencies with reasonable specificity within 30 days of discovery and no later than 120 days after completion of the SERVICES. The total amount of Catizone Engineering, P.C.'s liability to CLIENT and its agents arising out of this Agreement for any and all causes shall not exceed the insurance limits.

8.2. Catizone Engineering, P.C and its Subconsultants are entitled to rely upon design elements and information ordinarily and customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

9. TERMINATION

9.1. This AGREEMENT may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. CLIENT's failure to make payments for SERVICES and expenses shall be deemed a material failure permitting Catizone Engineering, P.C. to terminate this Agreement.

9.2. In the event of termination of this Agreement not caused by the fault of Catizone Engineering, P.C., Catizone Engineering, P.C. shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

10. CONSTRUCTION OBSERVATIONS

10.1. Construction Observations shall consist of review of construction for general compliance with plans and specifications, explanation, or clarification of intent of Drawings. Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe that the progress and quality of the work is proceeding in accordance with the Contract Documents.

10.2. It is specifically understood by the Parties hereto that Catizone Engineering, P.C. does not undertake nor assume the obligation of exhaustive or continuous onsite inspections, compliance of the Contractor with any and all codes, including Federal, State, County and local governmental codes, and shall not have control or charge of, and shall not be

responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.

10.3. Catizone Engineering, P.C. neither undertakes, assumes nor guarantees the work and performance of the Contractor. Catizone Engineering, P.C. will furnish the CLIENT a written Report after completing each limited observation and will deliver such Report or summary to the CLIENT in timely fashion.

10.4. Test results apply only to materials actually tested and represent the condition of the tested material at the time of testing. There are no expressed or implied warranties made or intended by Catizone Engineering, P.C. as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the CLIENT assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the CLIENT's intended purposes.

11. HEALTH AND SAFETY

Neither the professional activities of Catizone Engineering, P.C., nor the presence of Catizone Engineering, P.C. or their employees and/or sub-consultants at the construction site, shall relieve CLIENT and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Catizone Engineering, P.C. and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT's Agreement with the contractor(s). The CLIENT also agrees that Catizone Engineering, P.C. and Catizone Engineering, P.C.'s consultants shall be indemnified by the contractors and shall be named as additional insured under the contractor's general liability insurance policy.

12. RELATIONSHIP OF PARTIES

Catizone Engineering, P.C. will be and will operate as an independent contractor in the performance of this AGREEMENT and will have complete charge of its employees, subcontractors and sub consultants engaged in performing the required Services.

13. SUBCONTRACTORS

Catizone Engineering, P.C. may use independent professional associates, consultants or subcontractors in the performance of a portion of the SERVICES.

14. INSURANCE

14.1. Catizone Engineering, P.C. will procure and maintain insurance as required by law or regulation, as follows:

14.1.1. Worker's compensation and occupational disease insurance in amounts to satisfy state law.

14.1.2. General comprehensive liability insurance for bodily injury, death, or loss of or damage to property.

14.1.3. Professional liability insurance.

14.1.4. Automobile liability insurance for vehicles owned by Catizone Engineering, P.C.

14.2. Upon reasonable notice, CLIENT shall provide Catizone Engineering, P.C. with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

15. INDEMNIFICATION

15.1. CLIENT shall indemnify Catizone Engineering, P.C., its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by CLIENT's negligent acts, errors or omissions.

15.2. Catizone Engineering, P.C. shall indemnify CLIENT, its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by Catizone Engineering, P.C.'s negligent acts, errors or omissions.

16. LIMITED LIABILITY

The total liability of Catizone Engineering, P.C. and its partners, employees and agents to CLIENT and anyone claiming by, through or under CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the SERVICES of this AGREEMENT from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the insurance limits.

17. THIRD PARTY BENEFICIARY

The SERVICES to be performed by Catizone Engineering, P.C. are intended solely for the benefit of CLIENT and no benefit is conferred on, nor any contractual relationship, established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Catizone Engineering, P.C.'s performance of its SERVICES hereunder. No right to assert a claim against Catizone Engineering, P.C., its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of Catizone Engineering, P.C.'s SERVICES hereunder.

18. NO CONSEQUENTIAL DAMAGES

In no event shall Catizone Engineering, P.C. be liable to CLIENT or the CLIENT to Catizone Engineering, P.C. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the CLIENT. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by CLIENT/ Catizone Engineering, P.C.

19. ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrolled alteration. CLIENT agrees he/she may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

20. USE OF DATA

Catizone Engineering, P.C. reserves the right to utilize project photographs, renderings, images, and other data for promotional and marketing purposes, including social media marketing.

21. NO WAIVER

No waiver by Catizone Engineering, P.C. or CLIENT of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

22. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

23. FORCE MAJEURE

Catizone Engineering, P.C. shall not be liable for any failure to perform or delay in the performance of the SERVICES due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of CLIENT to furnish information in a timely manner.

24. COLLECTION COSTS

In the event legal action is necessary to enforce the payment terms of this Agreement, CATIZONE ENGINEERING, P.C. shall be entitled to collect from the CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by Catizone Engineering, P.C. for such collection action.

25. CHOICE OF JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties agree that this contract was negotiated and entered into in the State of New York and the parties' consent to utilize the New York federal and state courts.

APPENDIX E
PROPOSAL FROM TIM MILLER ASSOCIATES, INC
FOR ENVIRONMENTAL SERVICES

**TIM
MILLER
ASSOCIATES, INC.**
10 North Street, Cold Spring, NY 10516 *(845) 265-4400* *www.timmillerassociates.com*

November 20, 2025

Mr. Pietro Catizone
Catizone Engineering, P.C.
One West Avenue, Suite 219
Larchmont, New York 10538

Re: Proposal for Environmental Services
Flint Park, Village of Larchmont, New York

Dear Mr. Catizone:

Tim Miller Associates, Inc. (TMA) is pleased to provide you with this proposal for environmental and planning support for the proposed Flint Park athletic field expansion in the Village of Larchmont, NY. We understand the project involves the renovation of two youth baseball fields and construction of two youth soccer fields in the Village of Larchmont, Flint Park. Based upon preliminary plans, approximately 3.6 acres of grading would be required. The property is located at the end of Locust Avenue in a mixed residential and commercial neighborhood.

We understand that you are interested in completing environmental work necessary to obtain outside agency approvals and to better estimate costs for soil management. In summary, the work would include:

- Conduct soil sampling to assess the quality of soil in the area of the proposed soccer fields to determine environmental concerns and costs associated with soil disposal.

- Complete a wetland delineation and a jurisdictional determination for wetlands (stream corridor) on the site. This will determine if wetland permits are necessary for the project (if any),

- Complete a coastal zone consistency analysis for the proposed work, to comply with the Village Code and the Village LWRP.

Tim Miller Associates is a multi-disciplinary environmental planning firm established in 1986. Our primary objective is to provide high quality planning, environmental, technical, and project management services to our varied clients. Over the last 35 years the firm has successfully completed environmental planning projects throughout the Hudson Valley, including in Larchmont, White Plains, Mamaroneck, Greenburgh, New Rochelle, and Yonkers.

Task 1: Soil Sampling and Assessment

Our discussions indicate that municipal waste ash is likely present under much of the Flint Park site, including in areas to be graded. Therefore, it will likely be necessary to dispose of excess soil from the ballfield grading. Soil disposal costs will vary greatly depending upon the contaminants in the soil and its classification.

As we discussed, we propose shallow soil sampling to assess soil quality in areas of proposed grading and excavation. We understand that there are no previous soil sampling results are available from the Village. Based upon the approximate 3.6 acres of proposed grading, up to 20 soil samples will be collected and analyzed. Sample locations will be in a grid, at approximately one sample for every 100 feet.

The purpose of the sampling is to characterize the fill soil for potential contaminants or hazardous materials and shallow sampling will accomplish that goal. Therefore, all samples would be collected with hand tools (shovel or hand auger) and a drilling rig would not be required to collect samples. Shallow soil sampling would also reduce the overall sampling cost. We anticipate the sampling work will be completed in one day.

Since the fill is composed of municipal ash, we recommend testing for the following parameters:

- Semi-volatile organic compounds (SVOC's), EPA method 8270
- Metals - RCRA 8, mercury, EPA method 6010

Although PCB compounds are less likely to be found in ash, five (5) of the 20 samples will also be analyzed for: PCB's, EPA method 8082.

Samples will be collected, documented and processed according to professional standards and will be analyzed at a NYS certified laboratory, Pace Laboratories, Inc. (NYSDOH 10142), in Newburgh, NY.

The analytical results will be compared to the NYS Department of Environmental Conservation (NYSDEC) Soil Cleanup Guidance document CP-51 (October, 2010), and Part 375 Soil Cleanup Objectives. The results of the soil sampling and analysis will be summarized in a letter report. The report will include conclusions and recommendations, if neccesary. Once the lab results are received, we will discuss the results with you and the Village.

Task 2: Wetland Delineation and Jurisdictional Determination

Initial review of wetland mapping indicates there is a watercourse and possible streamside wetlands around the perimeter of the site. Tim Miller Associates will delineate those areas that are likely to be regulated, and work with the New York State DEC and other agencies to determine the regulatory implications of the proposed site improvements. The wetland delineation will include the placement of flags at the wetland boundary. Those flags will need to be surveyed by others, and the current wetland boundary placed on plans.

Task 3: Coastal Zone Consistency Analysis

Flint Park is located in the Village of Larchmont Coastal Zone boundaries since the boundaries include all of the Village of Larchmont. Therefore, the project is subject to the Village Local Waterfront Revitalization Program (LWRP).

According to Chapter 375 – Waterfront Revitalization, all SEQRA actions in the Village require a consistency review with the LWRP to determine: a) whether the proposed action is inconsistent with one or more of the policies of the LWRP, and b) whether the proposed action will advance one or more of said policies.

TMA will review the LWRP and complete the consistency analysis. Generally, this task can be done with a review of the site plans and the LWRP, but it may require some coordination with the Village.

Schedule, Fees, and Work Product

We are prepared to start work immediately upon your authorization to proceed. Our not-to-exceed labor fees for the described tasks are proposed as follows:

- Task 1: Labor for soil sampling, coordination and the preparation of a summary report will be $5,650. Lab fee for up to twenty (20) samples with the parameters listed above is $6,600.
- Task 2: Labor fee for wetland delineation and jurisdictional determination will be $3,500.
- Task 3: Preparation of a coastal zone consistency analysis will be $4,350.

Attendance at meetings or coordination work with the engineer and Village staff would be billed on a time and materials basis, as provided on the attached fee schedule.

During the review process, we will continually communicate with you regarding work progress, our effort and any work that may be required that is not described in this proposal. We will not proceed on any such work without the preparation of an additional cost estimate and your authorization for that work.

We can expect to complete the work outlined above within four (4) weeks' time, after receiving your authorization. Our fee includes making minor revisions to the draft per your comments.

Our work will be invoiced monthly and payment is due upon receipt. Direct (labor) costs and indirect expenses are included in our quoted fee for Task 1. A summation of TMA's labor rates and contract conditions is provided on the attached page.

Your signature below and receipt of retainer of $3,000 will serve as acceptance of this proposal and formally authorize us to proceed with the work outlined above. We appreciate this opportunity to assist and look forward to working with you.

Please call me if you have any questions or concerns.

Sincerely yours,



Jon P. Dahlgren
Principal / Senior Geologist
TIM MILLER ASSOCIATES, INC.

_____ _____
Environmental Planning Services for Flint Park Date
Accepted and Authorization to Proceed

_____
Print Name, Title & Company Name

TIM MILLER ASSOCIATES, INC.

10 North Street, Cold Spring, NY 10516 *(845) 265-4400* *Fax: (845) 265-4418*

PROFESSIONAL CONSULTING SERVICES Schedule of Fees and Conditions 2025/2026*

Environmental Support Services for Flint Park, Larchmont, NY

TMA's burdened labor rates are as follows:

• Principal/Project Manager	$ 180.00
• Senior Planner	$ 140.00 - $180.00
• Director of Transportation	$ 170.00
• Environmental Scientist/ Planner	$ 110 - $130.00
• Graphics/Production	$ 70.00 - $ 125.00
• Technicians/Administrative	$ 70.00 - $ 125.00

Quoted fees do not include direct costs unless explicitly stated. Certain direct costs, including express deliveries, aerial photographs, document purchases, lab fees, etc. will be passed on to the client with a handling fee. Other direct costs such as mileage charges ($0.70/mile), copies, printing of plans, equipment rental and lab fees will be invoiced at TMA's standard or quoted rates.

All invoices are due upon receipt. Interest is added at the rate of 1.5 percent per month on invoices past due more than 30 days. Work is stopped on all projects with invoices past due more than 60 days. We have a minimum four-hour charge for attendance at evening or weekend meetings. Fee and schedule proposals are subject to revision after 90 days if not accepted. By retaining TMA for professional services, Client agrees to pay for collection costs associated with any invoice not disputed within 30 days.

Work produced by TMA is the sole property of Tim Miller Associates, Inc. until such time as all outstanding invoices are paid. All such work is client confidential. No written or graphic product produced by Tim Miller Associates, Inc. may be released to a government agency or private individual without the expressed written permission of Tim Miller Associates, Inc. prior to payment in full of any outstanding amount owed in connection with said work. If such payment is not made, our work product may be withdrawn.

If our work product is an environmental site assessment or audit, the report may only be used by the purchaser and may not be reproduced or made available to other parties without the written permission of Tim Miller Associates. Upon receipt of an updated or corrected copy of any report or data, the purchaser shall promptly cease all use of any prior copies of that report or data.

The information contained in audits and assessments is obtained from publicly available data sources and other secondary sources of information produced by entities other than TMA. Although reasonable care is taken by TMA in compiling and checking the information contained in the reports, TMA disclaims any and all liability for any errors, omissions or inaccuracies in such information and data (whether attributable to inadvertence or otherwise), and for any consequence arising therefrom.

TMA shall have no liability in contract, tort or otherwise, for any inaccuracy or defect in the assessment or audit reports or data therein or for any alteration to the reports made by the customer or any other matter related to this agreement in excess of the monetary value of the audit or assessment report. In no event shall TMA or any data supplier have any liability for lost profits or for any other indirect, special, incidental, consequential, exemplary, or punitive damage.

* Rates guaranteed through June, 2026

RESOLUTION RE: AUTHORIZE EXECUTION OF AN UPDATED PERMA PROGRAM AGREEMENT

WHEREAS, the Village of Larchmont is a participating member of the Public Employer Risk Management Association (PERMA), through which the Village receives workers compensation insurance coverage at a standard utilized by hundreds of municipalities in New York State; and

WHEREAS, PERMA has proffered an updated program agreement to the Village of Larchmont which includes minor clerical updates and clarifications on terms of the agreement; and

RESOLVED, that the Village Administrator is hereby authorized to execute the PERMA Program Agreement on behalf of the Village of Larchmont for participation in the PERMA Workers' Compensation and Employers' Liability Program, in accordance with the terms and conditions set forth therein, for the applicable coverage period, and to undertake all administrative acts required pursuant to the agreement, subject to the review and approval of the Village Attorney; and be it further

RESOLVED, that all costs and contributions associated with participation in the PERMA Program shall be charged to the appropriate budget account(s), as determined by the Village Treasurer, and administered in accordance with the terms of the agreement.

Submitted by: Village Administrator
Date: January 23, 2026
For: January 26, 2026

PERMA
Your Source for Solutions

Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212

Dear Village of Larchmont:

We are pleased to inform you that PERMA is experiencing another year of substantial growth. We are also introducing new member reward programs, larger dividends, and more easy-to-apply-for grants. The recent legislation signed by our governor has enabled more public entities to join and enjoy the benefits of PERMA membership, further controlling costs and lightening the burden for all members. As part of this legislation, some minor updates were needed to the PERMA membership agreement. We have used the opportunity to also correct outdated references and amend the format to make your renewal contracts less cumbersome. The result is a new standard member agreement that will be used for traditional first dollar coverage as well as our newly expanded large deductible program.

As referenced in your renewal letter, enclosed is the new PERMA program agreement, which replaces your former membership agreement. Below is a summary of the primary changes:

1. **Incorporation of Standard Endorsements**: We have integrated the standard endorsements from your PERMA coverage documents into the Program Agreement. This does not change the coverage but simplifies your annual renewal contract.

2. **Elimination of Outdated Wording**: References to NEAMI and York, previous program and claims administrators, have been removed.

3. **Updated Contribution Rating Methodology Verbiage**: The language has been updated and simplified to match the process more clearly, without changing the actual process and formulas.

4. **Internal Staff and Liability Limitations**: PERMA has eliminated contracts with "for profit" third-party program and claims administrators. By having inhouse staff, more of your contribution stays in the program and we are able to control costs well into the future. PERMA now has ownership of all infrastructure and software contracts. The new agreement clarifies PERMA's liability for staff and our Board of Directors, and ultimately our members.

5. **Clarification on Insolvency**: The new legislation requires clarification on what happens in the event of insolvency and how outstanding liabilities would be divided. PERMA members do not have any joint and several obligations and are solely responsible for payments regarding their own injured employees, **NOT** those of other members.

6. **Responsibilities for Large Deductible Program**: A section has been added to outline responsibilities for members participating in the Large Deductible Program.

7. **Updated Signatory**: The signatory has been updated to the current Chairman, Jack Wheeler.

Please review and DocuSign this updated agreement at your earliest convenience.

If you need any further clarifications, please reach out directly to Alfred Campney, Deputy Executive Director, External Relations, at (518) 220-0338 or acampney@perma.org.

Thank you so very much for your continued support of the PERMA program and mission.

Sincerely,

Alfred G Campney
Deputy Director, External Relations

perma.org

Phone: 518-220-1111
Toll Free in US: 888-737-6269
Fax: 877-737-6232

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, INC.

9 Cornell Road

GROUP SELF-INSURANCE PROGRAM AGREEMENT

Latham, New York 12110

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc. (PERMA) and the member (you) for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits and employers' liability coverage for you and your employees. This agreement is in force until it is cancelled, or an updated version is issued by PERMA.

I. PERMA Agreement

The PERMA group self-insurance program is available only to PERMA members. This portion of the agreement defines the terms and conditions upon which you have become a member of PERMA. It does not define the terms and conditions which govern your participation in the PERMA workers' compensation and employers' liability group self-insurance program for local governments and other public employers and instrumentalities of the State of New York. Those terms are set forth in the portion of this agreement entitled "II. Coverage Agreement," below. You agree to the terms and conditions of membership set forth in this agreement.

A. PERMA.

1. PERMA is a not-for-profit corporation established by its members to provide, among other things, such services as may advance the essential governmental functions of the municipalities and other public corporations and agencies which constitute its members.

B. Membership.

1. PERMA members may participate in PERMA programs in accordance with the terms on which those programs are offered. You will become a member of PERMA upon executing this agreement. You will remain a member until either you terminate your membership or PERMA terminates your membership.

C. Membership contribution.

1. You will pay a membership contribution in the amount based on your experience and the overall rates and discount policy approved by the PERMA Board of Directors.

D. By-laws, rules and regulations of PERMA.

1. You agree to abide by the rules, regulations and by-laws as they presently exist and as they may be amended in the future by the PERMA Board of Directors or the members of PERMA.

E. PERMA's books and records.

1. PERMA is audited every year by a qualified and independent certified public accounting firm. PERMA will provide a copy of its audited year-end financial statement to you upon request.

F. Limitations on your liability.

1. You are not liable to PERMA, to other members of PERMA, to any claimant against PERMA,

or to any claimant against another member of PERMA, except for payment of (i) the contributions required by this agreement; and (ii) any deductible amount you are required to pay under this agreement; and (iii) any fees or other amounts due as may be provided in a separate contract between PERMA and you. PERMA, not you, is liable to pay claims that are covered under the coverage portion of this agreement.

G. Limitations on PERMA's liability.

1. Neither PERMA staff, the PERMA Board of Directors, nor the members of the PERMA Board of Directors will be liable individually for any act or omission, negligence, or error in judgment, except acts taken in bad faith. Every act or thing done or omitted to be done, and power exercised or obligation incurred by PERMA staff, the PERMA Board of Directors or the members of the PERMA Board of Directors in the governance, administration and management of PERMA and its programs, or in connection with any business or property of PERMA or its programs, will be considered to have been done, omitted, exercised or incurred under the provisions of this agreement and in the furtherance of their duties under the PERMA by-laws. Recourse for any debt, claim, demand, judgment, decree, or obligation of any nature whatsoever against or incurred by PERMA staff, the PERMA Board of Directors or the members of the PERMA Board of Directors in their capacities as such, whether founded upon contract or tort, will be had solely to PERMA. The only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. But nothing contained in this agreement will protect PERMA staff, the PERMA Board of Directors or the members of the PERMA Board of Directors for any act taken in bad faith.

H. PERMA's indemnification of its Board of Directors.

1. PERMA will indemnify, defend, and hold each member of the PERMA Board of Directors harmless from and against and all actions, claims, demands, liabilities, damages or reasonable expenses of whatever kind or nature in connection with or arising out of any action taken or omitted in good faith to which they may become subject by reason of those positions, and will reimburse them for any expense they reasonably incur in connection with any such claim or liability. But the members of the PERMA Board of Directors will not be indemnified for any wrongful act that is adjudicated to have been taken in bad faith or for their intentional failure to perform any of the duties required to be undertaken by them.

I. Insolvency

1. If PERMA becomes insolvent, the PERMA Board of Directors will develop a plan for winding up PERMA's affairs in an orderly manner designed to result in timely payment of all benefits. The plan will provide that each member will be responsible for any outstanding compensation, medical benefits and allocated loss adjustment expenses, due, and penalties or assessments imposed, with respect to the claims of any of its employees, beneficiaries, or other claimants until those claims are closed and the obligations are satisfied, but will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or future.

2. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

J. Notices.

1. Any written notice that you give, or PERMA gives, under this agreement must be given by a

recognized national overnight delivery service. If the notice is by you, it must be addressed to PERMA at its physical address, 9 Cornell Road, Latham, New York 12110. If the notice is given by PERMA to you, it must be addressed to you at your address as set forth above.

II. Coverage Agreement

This portion of the agreement defines the coverage PERMA provides to you. In consideration of your payment of the contribution, and subject to the limits of liability, exclusions, conditions, and other terms set forth in this agreement and on the Declaration Page, PERMA agrees with you as follows:

GENERAL SECTION

A. This agreement.

1. This agreement is an agreement between you and PERMA. This agreement sets forth the only agreements between you and PERMA relating to this coverage. The terms of this agreement may not be changed or waived except by endorsement issued by PERMA to be part of this agreement.

B. Nature of this program.

1. This program is designed to provide statutory workers' compensation, employers' liability, volunteer firefighter benefit, volunteer ambulance worker benefit and employers' liability coverage as stated on the Declaration Page. PERMA will place and maintain excess insurance coverage with a qualified carrier for stop loss insurance.

C. Who is covered.

1. You (member entity) are covered.

D. Locations.

1. This agreement covers all your usual workplaces in the State of New York at or from which operations covered by this agreement are conducted.

2. Coverage afforded by this agreement is extended to cover employees who are employed and regularly engaged in your operations in New York State and are temporarily outside this state in connection with operations within New York State. With regard to such employment, if you or any injured employee is deemed subject to the law for "damages" or the workers' compensation law of a state not named in this agreement, the laws of that state will apply and any loss, compensation, or other benefits will be payable under this agreement in accordance with those laws.

3. If the Declaration Page states that you have elected to be covered for Volunteer Firefighters' Benefits, this agreement covers all usual volunteer firefighter activities of the member in the State of New York at or from which operations covered by this agreement are conducted, except as otherwise excluded herein. Coverage afforded by this agreement is extended to cover volunteer firefighters who are engaged in activities described in subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law on behalf of the member in New York State, or who may be temporarily outside this state in connection with such activities within New York State. If the member or any injured volunteer firefighter is deemed subject to the law for "damages" or the volunteer firefighter's benefit law of a state not named in this agreement, the laws of such state will apply and any loss, compensation, or other benefits will be payable under this agreement in accordance with such laws.

4. If the Declaration Page states that you have elected to be covered for Volunteer Ambulance Workers' Benefits, this agreement covers all usual volunteer ambulance worker activities of the member in New York State at or from which operations covered by this agreement are conducted, except as otherwise excluded herein. Coverage afforded by this agreement is extended to cover volunteer ambulance workers who are engaged in activities described in subdivision 1 of Section 5 of the Volunteer Ambulance Workers' Benefit Law on behalf of the member in New York State, or who may be temporarily outside this state in connection with such activities within New York State. If the member or any injured volunteer ambulance worker is deemed subject to the law for "damages" or the volunteer ambulance workers' benefit law of a state not named in this agreement, the laws of such state will apply and any loss, compensation, or other benefits will be payable under this agreement in accordance with such laws.

E. Definitions.

1. For purposes of this agreement, the following definitions apply:

   a. "Allocated loss adjustment expense" means claims expenses that PERMA directly allocates to a particular claim, including any penalty that PERMA is required to pay because you failed to submit a form required by the Workers Compensation Board and the cost of any litigation arising from a claim.

   b. "Coverage period" means the coverage period stated on the coverage document.

   c. "Damages" means money damages you are legally obligated to pay in your capacity as employer or otherwise. Where permitted by law, "damages" includes damages:

      (i) for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

      (ii) for care and loss of services; and

      (iii) for consequential bodily injury to a spouse, child, parent, brother, or sister of the injured employee.

   d. "Injury" means injury, sickness or disease as defined by the Workers Compensation Law of the State of New York, sustained by a person, including death resulting from any of these at any time, but only if:

      (i) the "injury" arises out of and in the course of the injured employee's employment by you;

      (ii) the injured employee's employment is necessary or incidental to your work in New York State; and

      (iii) the "injury" occurs during the agreement period, or, if the employee's "injury" is a sickness or disease, that sickness or disease is caused or aggravated by the conditions of employment and the employee's last exposure to the conditions causing or aggravating the disease occurs during the agreement period;

   e. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which event causes "injury" to one or more employees.

   f. "Workers Compensation Law" means the Workers Compensation Law of the State of New York, including any amendments to that law which are in effect during the agreement period, but not the provisions of any law that provides non-occupational disability benefits,

any federal workers compensation law or occupational disease law.

COVERAGES

PART ONE – WORKERS' COMPENSATION COVERAGE

A. Coverage.

1. PERMA will pay promptly, in accordance with the terms of this Part One, when due, the benefits required of you by the Workers Compensation Law because of "injury" to your employees caused by an "occurrence" during the coverage period.

B. PERMA's duty to defend.

1. PERMA has the right and duty to defend at PERMA's expense any claim or proceeding against you for benefits payable by this coverage. PERMA has the right to investigate and settle these claims or proceedings.
2. PERMA has no duty to defend a claim or proceeding that is not covered by this agreement. PERMA also has no duty to defend or continue to defend after PERMA has paid an amount equal to the applicable limit of PERMA's liability under this agreement.

C. PERMA's duty to pay.

1. PERMA will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim or proceeding PERMA defends:
   a. reasonable expenses incurred at PERMA's request, but not loss of earnings;
   b. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this coverage;
   c. litigation costs taxed against you;
   d. interest on an award as required by law until PERMA offer the amount due under this coverage; and
   e. expenses PERMA incurs.

D. Other insurance.

1. PERMA will not pay more than PERMA's share of benefits and costs covered by this agreement and other insurance you may maintain. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources of recovery, including self-insurance, will be equal until the loss is paid.

E. Recovery from others.

1. PERMA has your rights, and the rights of persons entitled to the benefits of this coverage, to recover PERMA's payments from anyone liable for the injury. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them. If PERMA makes a recovery from others, PERMA will keep an amount equal to our expenses of recovery and the benefits PERMA paid. PERMA will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this coverage make a recovery from others, they must reimburse PERMA for the benefits PERMA paid them.

F. Statutory provisions.

1. These statements apply where they are required by law.
    a. As between an injured worker and PERMA, PERMA has notice or knowledge of the injury when you have notice or knowledge.
    b. Your default, bankruptcy or insolvency will not relieve PERMA of PERMA's obligations under this agreement after an injury occurs.
    c. PERMA is directly and primarily liable to any person entitled to the benefits payable by this agreement. Those persons may enforce PERMA's duties, as may an agency authorized by law. Enforcement may be against PERMA or against you and PERMA.
    d. Jurisdiction over you is jurisdiction over PERMA for the purposes of the Workers Compensation Law. PERMA is bound by decisions against you under that law, subject to the provisions of this agreement that are not in conflict with that law.
    e. This agreement conforms to the parts of the Workers Compensation Law that apply to:
        (i) benefits payable by this agreement;
        (ii) payments into security or other special funds, and assessments payable by PERMA under that law.
    f. Terms of this agreement that conflict with the Workers Compensation Law are changed by this statement to conform to that law.
2. Nothing in this section relieves you of your duties under this agreement.

PART TWO – EMPLOYERS' LIABILITY COVERAGE

A. How this coverage applies.

1. PERMA will pay promptly, in accordance with the terms of this Part Two, when due all sums you legally must pay to third parties as "damages" because of "injury" to your employees caused by an "occurrence" during the coverage period, provided the original suit against you and any related legal actions for "damages" for "injury" is brought within the United States of America, its territories or possessions, or Canada. The "injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
2. This agreement does not cover bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

B. Exclusions.

1. This agreement does not cover:
    a. liability assumed under a contract, but this exclusion does not apply to a warranty that your work will be done in a workman-like manner;
    b. punitive or exemplary damages;
    c. any obligation imposed by the Volunteer Ambulance Workers' Benefits Law, the Volunteer Firefighters' Benefits law, any workers compensation law or occupational

disease law, unemployment compensation law or disability benefits law, no-fault law, civil rights law, or any similar law;

d. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;

e. "injury" to an employee while employed by you with actual knowledge, or the actual knowledge of any of your executive officers, that the employment or engagement is in violation of law;

f. "injury" intentionally caused or aggravated by you;

g. "injury" occurring outside the State of New York, but this exclusion does not apply to "injury" sustained by your regular New York employees while temporarily outside the State of New York;

h. any obligation imposed by a workers compensation or occupational disease law including the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Defense Base Act (42 USC Sections 1651-1654), the Non-Appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act (30 USC Sections 901-945), any other federal workers compensation law or other federal occupational disease law, or any amendments to these Acts or laws;

i. "injury" to a master or member of the crew of any vessel;

j. "injury" to any person whose work is not subject to the Workers Compensation Law;

k. "injury" to any person engaged in work subject to the Federal Employers Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to any employee due to injury arising out of or in the course of employment, or any amendment to that Act or those laws;

l. damages payable under the Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of these laws or regulations issued thereunder, or any amendment to that Act or those laws; and

m. fines or penalties imposed for violation of federal or state law.

C. PERMA will defend.

1. PERMA has the right and duty to defend, at PERMA's expense, any claim, proceeding or suit against you for "damages" payable by this agreement. PERMA has the right to investigate and settle these claims, proceedings, and suits.

2. PERMA has no duty to defend a claim, proceeding or suit that is not covered by this agreement. PERMA has no duty to defend or continue defending after PERMA has paid the applicable limit of PERMA's liability under this agreement.

D. PERMA will also pay.

1. PERMA will also pay, in addition to other amounts payable under this agreement, as part of any claim, proceeding or suit PERMA defends:

   a. reasonable expenses incurred at PERMA's request, but not loss of earnings;

   b. litigation costs taxed against you;

   c. interest on a judgment as required by law until PERMA offers the amount due under this

coverage; and

d. expenses PERMA incurs.

E. Other insurance.

1. PERMA will not pay more than PERMA's share of damages and costs covered by this agreement and other insurance or self-insurance you may maintain. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources of recovery, including self-insurance, will be equal until the loss is paid.

F. Limits of liability.

1. PERMA's limits of liability are shown on the Declaration Page. They apply as explained below:

   a. Per Occurrence. The limit shown is the most PERMA will pay for all "damages" you are legally obligated to pay for all "injuries" arising from a single "occurrence," irrespective of the number of employees injured by the "occurrence."

   b. PERMA will not pay any claims for "damages" after PERMA has paid the applicable limit of PERMA's liability under this agreement.

G. Recovery from others.

PERMA has your rights to recover PERMA's payment from anyone liable for an injury covered by this agreement. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them. If PERMA makes a recovery from others, PERMA will keep an amount equal to PERMA's expenses of recovery and the benefits PERMA paid. PERMA will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this coverage make a recovery from others, they must reimburse PERMA for the benefits PERMA paid them.

H. Actions Against PERMA

1. You have no right of action against PERMA under this insurance unless:

   a. You have complied with all the terms of this policy; and

   b. The amount you owe has been determined with our consent or by actual trial and final judgment.

2. This insurance does not give anyone the right to add PERMA as a defendant in an action against you to determine your liability. Your bankruptcy or insolvency will not relieve PERMA of PERMA's obligations under this Part.

PART THREE – OTHER COVERAGES

A. Volunteer Firefighters' Benefits Law Coverage

1. Coverage.

a. If the Declaration Page states that you have elected to be covered for Volunteer Firefighters' Benefits, PERMA will pay promptly when due in accordance with this Part

III, Section A, the benefits required of you by the Volunteer Firefighters' Benefit Law because of "injury" to your volunteer firefighters.

2. Definitions.

a. For the purposes of Volunteer Firefighters' Benefits Law Coverage, the following terms have meanings ascribed to them in this section.

i. "Volunteer Firefighters' Benefit Law" means the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York. It includes any amendments to that law which are in effect during the agreement period. It does not include the provisions of any law that provide non-occupational disability benefits. The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this coverage, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this agreement.

ii. "Injury" means injury, sickness or disease as defined by the Volunteer Firefighters' Benefit Law of the State of New York, sustained by a person, including death resulting from any of these at any time, but only if:

(a) the "injury" arises out of and in the course of the injured volunteer firefighter's duties while engaged in activities described in subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law; and

(b) the "injury" occurs during the agreement period; except that, if the injured volunteer firefighter's "injury" is a sickness or disease, that sickness or disease is caused or aggravated by the conditions of your operations and the injured volunteer firefighter's last day of last exposure to the conditions causing or aggravating such sickness or disease occurs during the agreement period.

iii. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which event causes "injury" to one or more volunteer firefighters.

iv. "Damages" means money damages you are legally obligated to pay. Where permitted by law, "damages" includes damages:

(a) for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer firefighter;

(b) for care and loss of services; and

(c) for consequential injury to a spouse, child, parent, brother, or sister of the injured volunteer firefighter.

3. PERMA Will Defend

a. PERMA has the right and duty to defend at our expense any claim or proceeding against you for benefits payable by this coverage. PERMA has the right to investigate and settle these claims or proceedings.

b. PERMA has no duty to defend a claim or proceeding that is not covered by this agreement.

c. PERMA has no duty to defend or continue defending after PERMA has paid our applicable limit of liability under this agreement.

4. PERMA Will Also Pay

a. PERMA will also pay these costs, in addition to other amounts payable under this coverage,

as part of any claim or proceeding PERMA defend:

i. reasonable expenses incurred at our request, but not loss of earnings;

ii. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this coverage;

iii. litigation costs taxed against you;

iv. interest on an award as required by law until PERMA offers the amount due under the coverage and expenses PERMA incurs.

5. Other Insurance.

a. PERMA will not pay more than our share of benefits and costs covered by this agreement and other insurance or self-insurance the member may maintain. In determining benefits payable and our share thereof, however, PERMA will not consider benefits, savings, or insurance of the injured or deceased volunteer firefighter, or blanket accident insurance (as described in Insurance Law § 4237[a]) carried by you for their benefit). Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources of recovery, including self-insurance, will be equal until the loss is paid.

6. Payments You Must Make

a. You are responsible for any payment in excess of the benefits regularly provided by the Volunteer Firefighters' Benefit Law including those required because:

i. of your serious and willful misconduct;

ii. you engage a volunteer firefighter in violation of law;

iii. you fail to comply with a health or safety law or regulation; or

iv. you discharge, coerce, or otherwise discriminate against any volunteer firefighter.

b. If PERMA makes any payments in excess of the benefits regularly provided by the Volunteer Firefighters' Benefit Law on your behalf, you will reimburse PERMA promptly.

7. Recovery From Others

a. PERMA has your rights, and the rights of persons entitled to benefits of this coverage, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them.

8. Statutory Provisions

a. These statements apply where they are required by law.

i. As between an injured volunteer firefighter and PERMA, PERMA has notice or knowledge of the injury when you have notice or knowledge.

ii. Your default, bankruptcy or insolvency will not relieve PERMA of PERMA’s duties under this coverage after an injury occurs.

iii. PERMA is directly and primarily liable to any person entitled to the benefits payable by this coverage. Those persons may enforce PERMA’s duties; so may an agency authorized by law. Enforcement may be against PERMA or against you and PERMA.

b. Jurisdiction over you is jurisdiction over PERMA for the purposes of the Volunteer

Firefighters' Benefit Law. PERMA is bound by decisions against you under this law, subject to the provisions of this agreement that are not in conflict with that law.

c. This coverage conforms to the parts of the Volunteer Firefighters' Benefit Law that apply to:

   i. benefits payable by this agreement;

   ii. payments into security or other special funds, and assessments payable by PERMA under that law.

d. Terms of this agreement that conflict with the Volunteer Firefighters' Benefit Law are changed by this statement to conform to that law.

e. Pursuant to statutory requirements, the following language is part of the agreement between PERMA and member towns and counties:

   i. This contract does not provide (1) any coverage under the Workers' Compensation Law or the Volunteer Firemen's Benefit Law for which any fire district would be liable under such laws, (2) any workers' compensation benefits for district officers and employees for which any fire district would be liable under the Workers' Compensation Law, or (3) any volunteer firemen's benefits for any volunteer firemen for which any fire district would be liable under the Volunteer Firemen's Law. The foregoing provision does not apply in relation to volunteer firemen's benefits provided for and in relation to the following named fire districts which have expressly requested coverage under this contract pursuant to the provisions of sections thirty-two of the Volunteer Firemen's Benefit Law, to wit: No exceptions. The term "fire districts," as used in this provision, does not include the fire protection districts and fire alarm districts mentioned in sections one hundred eighty-three and one hundred eighty-four of the Town Law.

   ii. Nothing in these paragraphs relieves you of your duties under this agreement.

B. Volunteer Firefighters' Employers' Liability Coverage

1. Coverage. If the Declaration Page states that you have elected to be covered for Volunteer Firefighters' Employers' Liability Coverage, PERMA will pay, in accordance with this Part III, Section B, all sums you legally must pay to third parties as "damages" because of "injury" to your volunteer firefighters caused by an "occurrence" during the agreement period, provided the original suit against you and any related legal actions for "damages" or "injury" is brought within the United States of America, its territories or possessions, or Canada.

2. Exclusions.

a. This agreement does not cover:

   i. liability assumed under a contract or agreement;

   ii. punitive or exemplary damages;

   iii. any obligation imposed by the Volunteer Firefighters' Benefit Law, the Volunteer Ambulance Workers' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, civil rights law, or any similar law;

   iv. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any volunteer firefighter, or any personnel practices, policies, acts or omissions;

v. "injury" to any volunteer firefighter engaged by you in violation of law;

vi. "injury" intentionally caused or aggravated by you;

vii. "injury" occurring outside the State of New York. This exclusion does not apply to "injury" sustained by your volunteer firefighters while temporarily outside the State of New York, and

viii. any obligation imposed by a workers compensation or occupational disease law including the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Defense Base Act (42 USC Sections 1651-1654), the Non-Appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act (30 USC Sections 901-945, any other federal workers compensation law or other federal occupational disease law, or any amendments to these Acts or laws;

ix. "injury" to an employee of your subcontractor;

x. "injury" to a master or member of the crew of any vessel;

xi. "injury" to any person whose work is not subject to the Workers Compensation Law;

xii. "injury" to any person in work subject to the Federal Employers Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to any employee due to injury arising out of or in the course of employment, or any amendment to that Act or those laws;

xiii. "damages" payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of these laws or regulations issued thereunder, or any amendment to that Act or those laws;

xiv. fines or penalties imposed for violation of federal or state law.

b. PERMA will not pay any "damages" for "injury" excluded from the coverage of this agreement including "damages" for which you are liable to a third party by reason of a claim or suit against you by that third party.

3. PERMA Will Defend.

a. PERMA has the right and duty to defend, at our expense, any claim, proceeding or suit against you for "damages" payable by this agreement.

b. PERMA has the right to investigate and settle these claims, proceedings, and suits.

c. PERMA has no duty to defend a claim, proceeding or suit that is not covered by this agreement.

d. PERMA has no duty to defend or continue defending after PERMA have paid the applicable limit of PERMA's liability under this agreement.

4. PERMA Will Also Pay.

a. PERMA will also pay these costs, in addition to other amounts payable under this agreement, as part of any claim, proceeding or suit PERMA defends:

i. reasonable expenses incurred at our request, but not loss of earnings;

ii. premiums for bonds to release attachments and for appeal bonds in bond

iii. amounts up to the amount payable under this coverage;

iv. litigation costs taxed against you;

v. interest on an award as required by law until PERMA offers the amount due under the coverage; and

vi. expenses PERMA incurs.

5. Other Insurance.

a. PERMA will not pay more than our share of damages and costs covered by this agreement and other insurance or self-insurance the member may maintain. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources or recovery, including self-insurance, will be equal until the loss is paid.

6. Limits of Liability.

a. Our limits of liability are as set forth on the Declarations Page. They apply as explained below.

i. Per Occurrence. The limit shown is the most PERMA will pay for all "damages" you are legally obligated to pay for all "injuries" arising from a single "occurrence," irrespective of the number of volunteer firefighters injured by that "occurrence."

ii. PERMA will not pay any claims for "damages" after PERMA has paid the applicable limit of our liability under this agreement.

7. Recovery From Others.

a. PERMA has your rights to recover PERMA's payments from anyone liable for an injury covered by this agreement. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them.

8. Actions Against PERMA.

a. You have no right of action against PERMA under this agreement unless:

i. you have complied with all terms of this agreement; and

ii. the amount you owe has been determined with our consent or by actual trial and final judgment.

b. This agreement does not give anyone the right to add PERMA as a defendant in an action against you to determine your liability. Your bankruptcy or insolvency will not relieve PERMA of PERMA's obligations under this Part after an "injury" occurs while this agreement is in force for you.

C. Volunteer Ambulance Workers' Benefit Law Coverage

1. Coverage.

a. If the Declaration Page states that you have elected to be covered for Volunteer Ambulance Workers' Benefits, PERMA will pay promptly when due in accordance with this Part III, Section C, the benefits required of you by the Volunteer Firefighters' Benefit Law because of "injury" to your volunteer ambulance workers.

2. Definitions

a. Volunteer Ambulance Workers' Benefit Law means the Volunteer Ambulance Workers' Benefit Law, Chapter 648, Consolidated Laws of New York. It includes any amendments

to that law which are in effect during the agreement period. It does not include the provisions of any law that provide non-occupational disability benefits. The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this coverage, which are not inconsistent with the Volunteer Ambulance Workers' Benefit Law, are applicable to this agreement.

b. "Injury" means injury, sickness or disease as defined by the Volunteer Ambulance Workers' Benefit Law of the State of New York, sustained by a person, including death resulting from any of these at any time, but only if:

   i. the "injury" arises out of and in the course of the injured volunteer ambulance worker's duties while engaged in activities described in subdivision 1 of Section 5 of the Volunteer Ambulance Workers' Benefit Law; and

   ii. the "injury" occurs during the agreement period; except that, if the injured volunteer ambulance worker's "injury" is a sickness or disease, that sickness or disease is caused or aggravated by the conditions of your operations and the injured volunteer ambulance worker's last day of last exposure to the conditions causing or aggravating such sickness or disease occurs during the agreement period.

c. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions which event causes "injury" to one or more volunteer ambulance workers.

d. "Damages" means money damages you are legally obligated to pay. Where permitted by law, "damages" includes damages:

   i. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer ambulance worker;

   ii. for care and loss of services; and

   iii. for consequential injury to a spouse, child, parent, brother, or sister of the injured volunteer ambulance worker.

3. PERMA Will Defend.

a. PERMA has the right and duty to defend at our expense any claim or proceeding against you for benefits payable by this coverage. PERMA have the right to investigate and settle these claims or proceedings.

b. PERMA has no duty to defend a claim or proceeding that is not covered by this agreement. PERMA has no duty to defend or continue defending after PERMA has paid the applicable limit of PERMA's liability under this agreement**.**

4. PERMA Will Also Pay.

a. PERMA will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim or proceeding PERMA defends:

   i. reasonable expenses incurred at our request, but not loss of earnings;

   ii. litigation costs taxed against you;

   iii. interest on an award as required by law until PERMA offers the amount due under the coverage; and expenses PERMA incurs.

5. Other Insurance.

a. PERMA will not pay more than PERMA's share of benefits and costs covered by this agreement and other insurance or self-insurance the member may maintain. In determining benefits payable and our share thereof, however, PERMA will not consider benefits, savings, or insurance of the injured or deceased volunteer ambulance worker, or blanket accident insurance (as described in subsection (a) of section four thousand two hundred thirty-seven of the insurance law) carried by you for their benefit. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources of recovery, including self-insurance, will be equal until the loss is paid.

6. Payments You Must Make.

a. You are responsible for any payment in excess of the benefits regularly provided by the Volunteer Ambulance Workers' Benefit Law including those required because:

i. of your serious and willful misconduct;

ii. you engage a volunteer ambulance worker in violation of law;

iii. you fail to comply with a health or safety law or regulation; or

iv. you discharge, coerce, or otherwise discriminate against any volunteer ambulance worker.

b. If PERMA makes any payments in excess of the benefits regularly provided by the Volunteer Ambulance Workers' Benefit Law on your behalf, you will reimburse PERMA promptly.

7. Recovery from Others.

a. PERMA has your rights, and the rights of persons entitled to benefits of this coverage, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them.

8. Statutory Provisions.

a. These statements apply where they are required by law.

i. As between an injured volunteer ambulance worker and PERMA, PERMA has notice or knowledge of the injury when you have notice or knowledge.

ii. Your default, bankruptcy or insolvency will not relieve PERMA of PERMA's duties under this coverage after an injury occurs.

iii. PERMA is directly and primarily liable to any person entitled to the benefits payable by this coverage. Those persons may enforce PERMA's duties; so may an agency authorized by law. Enforcement may be against PERMA or against you and PERMA.

iv. Jurisdiction over you is jurisdiction over PERMA for the purposes of the Volunteer Ambulance Workers' Benefit Law. PERMA is bound by decisions against you under this law, subject to the provisions of this agreement that are not in conflict with that law.

v. This coverage conforms to the parts of the Volunteer Ambulance Workers' Benefit Law that apply to:

(a) benefits payable by this agreement;

(b) payments into security or other special funds, and assessments payable by PERMA

under that law.

vi. Terms of this agreement that conflict with the Volunteer Ambulance Workers' Benefit Law are changed by this statement to conform to that law.

vii. Pursuant to statutory requirements, the following language is part of the agreement between PERMA and member towns and counties:

(a) This contract does not provide (1) any coverage under the Workers' Compensation Law or the Volunteer Ambulance Workers' Benefit Law for which any ambulance district would be liable under such laws, (2) any workers' compensation benefits for ambulance district officers and employees for which any ambulance company would be liable under the Workers' Compensation Law, or (3) any volunteer ambulance workers' benefits for any volunteer ambulance workers for which any ambulance district would be liable under the Volunteer Ambulance Workers' Law. The foregoing provision does not apply in relation to volunteer ambulance worker's benefits provided for and in relation to the following named ambulance districts which have expressly requested coverage under this contract pursuant to the provisions of sections thirty-two of the Volunteer Ambulance Workers' Benefit Law, to wit: No exceptions.

b. Nothing in these paragraphs relieves you of your duties under this agreement.

D. Volunteer Ambulance Workers' Employers' Liability Coverage

1. Coverage.

a. If the Declaration Page states that you have elected to be covered for Volunteer Ambulance Workers' Employers Liability, PERMA will promptly pay in accordance with the terms of this Part III, Section D, all sums you legally must pay to third parties as "damages" because of "injury" to your volunteer ambulance workers caused by an "occurrence" during the agreement period, provided the original suit against you and any related legal actions for "damages" or "injury" is brought within the United States of America, its territories or possessions, or Canada.

2. Exclusions.

a. This agreement does not cover:

i. liability assumed under a contract or agreement;

ii. punitive or exemplary damages;

iii. any obligation imposed by the Volunteer Ambulance Workers' Benefit Law, the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, civil rights law, or any similar law;

iv. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any volunteer ambulance worker, or any personnel practices, policies, acts or omissions;

v. "injury" to any volunteer ambulance worker engaged by you in violation of law;

vi. "injury" intentionally caused or aggravated by you;

vii. "injury" occurring outside the State of New York. This exclusion does not apply to "injury" sustained by your volunteer ambulance workers while temporarily outside

the State of New York, and

viii. any obligation imposed by a workers compensation or occupational disease law including the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Defense Base Act (42 USC Sections 1651-1654), the Non-Appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act (30 USC Sections 901-945, any other federal workers compensation law or other federal occupational disease law, or any amendments to these Acts or laws;

ix. "injury" to an employee of your subcontractor;

x. "injury" to a master or member of the crew of any vessel;

xi. "injury" to any person whose work is not subject to the Workers' Compensation Law;

xii. "injury" to any person in work subject to the Federal Employers Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to any employee due to injury arising out of or in the course of employment, or any amendment to that Act or those laws;

xiii. "damages" payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of these laws or regulations issued thereunder, or any amendment to that Act or those laws;

xiv. fines or penalties imposed for violation of federal or state law.

b. PERMA will not pay any "damages" for "injury" excluded from the coverage of this agreement including "damages" for which you are liable to a third party by reason of a claim or suit against you by that third party.

3. PERMA Will Defend.

a. PERMA has the right and duty to defend, at our expense, any claim, proceeding or suit against you for "damages" payable by this agreement.

b. PERMA has the right to investigate and settle these claims, proceedings, and suits.

c. PERMA has no duty to defend a claim, proceeding or suit that is not covered by this agreement.

d. PERMA has no duty to defend or continue defending after PERMA has paid the applicable limit of PERMA's liability under this agreement.

4. PERMA Will Also Pay.

a. PERMA will also pay these costs, in addition to other amounts payable under this agreement, as part of any claim, proceeding or suit PERMA defends:

i. reasonable expenses incurred at PERMA's request, but not loss of earnings;

ii. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this coverage;

iii. litigation costs taxed against you;

iv. interest on an award as required by law until PERMA offers the amount due under the coverage; and

v. expenses PERMA incurs.

5. Other Insurance.

a. PERMA will not pay more than our share of damages and costs covered by this agreement and other insurance or self-insurance the member may maintain. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any coverage or self-insurance is exhausted, the shares of all remaining sources or recovery, including self-insurance, will be equal until the loss is paid.

6. Limits of Liability.

a. The limits of PERMA's liability are as set forth on the Declarations Page. They apply as explained below.

i. Per Occurrence. The limit shown is the most PERMA will pay for all "damages" you are legally obligated to pay for all "injuries" arising from a single "occurrence," irrespective of the number of volunteer firefighters injured by that "occurrence."

ii. PERMA will not pay any claims for "damages" after PERMA have paid the applicable limit of our liability under this agreement.

7. Recovery From Others.

a. PERMA has your rights to recover our payment from anyone liable for an injury covered by this agreement. You will do everything necessary to protect those rights for PERMA and to help PERMA enforce them.

8. Actions Against PERMA.

a. You have no right of action against PERMA under this agreement unless:

i. you have complied with all terms of this agreement; and

ii. the amount you owe has been determined with PERMA's consent or by actual trial and final judgment.

b. This agreement does not give anyone the right to add PERMA as a defendant in an action against you to determine your liability. Your bankruptcy or insolvency will not relieve PERMA of PERMA's obligations under this Part after an "injury" occurs while this agreement is in force for you.

E. Medical Coverage for Volunteers.

1. If the Declaration Page states that you have elected to be covered for payments you are obligated to make because you have elected, in accordance with the New York Workers' Compensation Law, to make a volunteer subject to the law, but only with respect to payment of medical expenses for work-related injury, PERMA will promptly make those payments on your behalf in accordance with the terms of this Part III, Section E, and subject to the following limitations.

a. The injured volunteer will be reimbursed directly for medical expenses that they would (a) be eligible to have paid under Workers' Compensation Benefits Law, Volunteer Firefighters' Benefits Law or Volunteer Ambulance Workers Benefits Law and (b) of which they have incurred ("out of pocket" expenses).

b. Coverage does not apply to any volunteer whose injury makes them eligible for Volunteer Firefighters' Benefits Law or Volunteer Ambulance Workers Benefits Law.

c. This coverage will not reimburse the volunteer for medical bills that are otherwise

reimbursable under any other insurance policy.

d. If the named member is eligible for experience rating, losses paid under this endorsement will be applied in the same manner as losses of paid employees.

e. In no event will reimbursements claimed under this coverage exceed $5,000 for any one occurrence.

f. If PERMA makes a recovery from others, PERMA will keep an amount equal to PERMA's expense of recovery and the benefits PERMA paid. PERMA will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this coverage make a recovery from others, they must reimburse PERMA for the benefits PERMA paid them.

PART FOUR – YOUR DUTIES

A. In general

1. You are expected to:

   a. provide PERMA with the information PERMA requests to help determine coverage under this agreement and the risk you pose to PERMA;

   b. actively subscribe to PERMA's philosophy of reducing costs by minimizing losses through meaningful loss control, risk management and prevention measures.

   c. cooperate in instituting reasonable safety regulations that PERMA may recommend to you for the purpose of eliminating or minimizing hazards that would contribute to injuries, and consider any reasonable plan of risk management that PERMA provides to you for the purpose of reducing losses;

   d. provide PERMA with copies of any collective bargaining or employment contracts, including revisions and new agreements in the future, if requested;

   e. provide PERMA with a copy of your procedures manual, including a description of your safety program and transitional duty policy, if any. Any modification or updates to same should be provided to PERMA within 60 days of adoption.

   f. provide PERMA with a written listing of the names and duties of your safety officers and/or fire safety officers, if applicable, and inform PERMA in writing of any changes within 60 days.

   g. institute and/or continue a safety committee which has regular, documented meetings and you should, upon request, allow PERMA's representative to attend at least one meeting of that committee each year.

   h. provide PERMA, at least annually, with a written statement of all your OSHA, PESH and other governmental safety and training requirements. OSHA, PESH, and other governmental safety inspection reports should be provided to PERMA within 60 days after you receive them, and your responses, if any, to these inspection reports should be provided to PERMA when you submit them to OSHA or the appropriate governmental agency.

   i. If you are found to be in violation of any OSHA, PESH or other governmental safety and training requirements, it is recommended to report the violation to a PERMA risk management consultant.

2. If the Declaration Page states that you have elected to be covered for Volunteer Firefighters' Benefits and/or Volunteer Ambulance Workers' Benefits, you are also required to:

   a. Provide PERMA with an accurate written listing of all of your volunteer firefighters and/or voluntary ambulance workers. The listing must specify which volunteers have "active," "inactive," "honorary" or other status, and must clearly define each type of status shown. This listing must be provided to PERMA upon request and updated on at least an annual basis.

   b. Upon request, provide PERMA with an accurate written report of the number and dates of responses (fires, emergencies, and other occurrences). The report must include the number of each type of event or occurrence you have responded to, the number of responded to each event or occurrence and the period covered by the report.

   c. Provide PERMA with an accurate copy of your bylaws and any amendments to those bylaws within 60 days.

   d. Issue a written statement of your policy on restricting all injured volunteer firefighters/ambulance workers from district or department activities until cleared for duty by the attending physician to your volunteers at least annually and provide a copy to PERMA within 60 days of issuance.

A. If an injury occurs

1. If an injury occurs, you must:

   a. tell PERMA immediately if "injury" occurs that may be covered by this agreement, but

      (i) notice given by you or on your behalf, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of PERMA in this state, with particulars sufficient to identify the member, shall be deemed notice to PERMA;

      (ii) the failure to give any notice required to be given by this agreement within the time prescribed will not invalidate any claim made by you, an injured person or any other claimant if it is shown not to have been reasonably possible to give that notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter; and

      (iii) the failure to give any notice required to be given by this agreement within the time prescribed will not invalidate any claim made by you, the injured person or any other claimant unless the failure to provide timely notice has prejudiced PERMA;

   e. provide for immediate medical and other services required by the Workers' Compensation Law, Volunteer Firefighters Benefits Law and Volunteer Ambulance Workers Benefits Law;

   f. conduct a prompt investigation of each "injury" which you believe may be covered by this agreement and provide a written report of the investigation to PERMA within 48 hours of the "occurrence;"

   g. give PERMA or PERMA's agent the names and addresses of the injured persons and of witnesses, and other information PERMA may need;

   h. promptly give PERMA all notices, demands, legal papers, and summons and complaint related to the injury, claim, proceeding or suit; and

   i. cooperate with PERMA and assist PERMA, as PERMA may request, in the investigation, settlement or defense of any claim, proceeding or suit.

2. If an injury occurs, you must not:

   a. do anything after an injury occurs that might interfere with PERMA's right to recover from others; and

   b. voluntarily make payments, assume obligations or incur expenses, except at your own cost, but, for the purposes of this provision, the term "voluntary payments" does not mean any wages or other amounts you are required to pay pursuant to General Municipal Law §§ 207-a or 207-c or any collective bargaining agreement, as long as you notify PERMA of those amounts.

PART FIVE – PAYMENTS YOU MUST MAKE

A. Your contribution.

1. You must pay the contribution as provided in the amount shown on the Declaration Page. The contribution is computed by the PERMA Underwriting and Account Management Department utilizing rules which are similar, but not identical, to those outlined in the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. You agree to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required to determine an experience rating modification factor for the member. You must pay that contribution even if part or all of the Workers Compensation Law is not valid. You must also pay any assessment or other charge that the Workers Compensation Board may impose with respect to you, without regard to whether you or PERMA are required to pay that amount.

B. Large Deductible Program

1. If the Declaration Page states that you have elected to participate in the Large Deductible Program (LDP), the additional provisions set forth in this section apply.

   a. Nature of the LDP. The LDP is a deductible program under Workers' Compensation Law § 50(3-e)(h). It is designed to relieve members of responsibility for managing their claims, while, at the same time, permitting them to decide how much risk they will retain and how much risk they will transfer to PERMA. A member which elects to participate in the LDP retains liability for all medical, indemnity and employers' liability costs up to the amount specified on the Declaration Page. PERMA assumes liability for all medical and indemnity costs in excess of that amount and all allocated loss adjustment expenses with respect to those claims, including those claims with respect to which the member retains liability, unless modified by agreement. Neither PERMA nor any other PERMA member is liable for medical and indemnity costs for which the member has retained liability under the LDP.

   b. Contribution. Payment of the contribution set forth on the Declaration Page satisfies your responsibility for

      (i) medical and indemnity payments with respect to claims for which PERMA has assumed liability above the deductible stated, and

      (ii) allocated loss adjustment expenses with respect to all claims within the coverage provided by this agreement, including those claims with respect to which you have retained liability unless modified by endorsement to the contract.

   c. Assessments. In addition to any other payments you are required to make, you are responsible for any assessment or other charge that the Workers' Compensation Board may

impose with respect to any claim against you, regardless of whether you or PERMA is liable for that claim.

d. Advance payments. In addition to your contribution as set forth on the Declaration Page, you are required to pay all medical and indemnity costs up to the amount specified on the Declaration Page. You must make those payments by depositing with PERMA, at the inception of each claim for which you retain liability, an amount actuarially determined by PERMA to be sufficient to pay the portion of each claim that is within the deductible amount for the succeeding three months. Each month thereafter you must pay to PERMA any additional amount necessary to maintain on deposit with PERMA the amount actuarially determined by PERMA to be sufficient to pay the portion of each claim that is within the deductible amount for the succeeding three months. The obligation to make these deposits will cease when you are no longer liable for medical and indemnity costs, as provided on the Declaration Page. PERMA will return to you any deposit that is no longer necessary to satisfy your liability because the claim has been dismissed, satisfied or otherwise terminated or because the limit of your liability, as set forth on the Declaration Page, has been reached.

e. Annual adjustment of deposit. The amount of the deposit will be reviewed annually and will be adjusted by PERMA, if appropriate, based upon actual claim payments made during the preceding 12 months. PERMA may also adjust the amount of the deposit at any time during the year if PERMA determines that the amount of the deposit is insufficient.

f. Failure to maintain deposit. If you fail to maintain a deposit satisfactory to PERMA, PERMA may treat that failure as a basis for cancellation under Part SIX(H)(1)(a) of this Agreement.

g. Your obligation. In addition to all of your other obligations, you must maintain in a dedicated reserve account or in your undesignated fund balance the amount as actuarially determined by PERMA that you will be required to pay for all of your claims below the deductible amount.

C. How your contribution is determined.

a. The amount of the contribution for the coverage provided under this agreement will be determined by PERMA's manuals of rules, rates, rating plans and classifications. PERMA will update these manuals and guidelines periodically and apply the changes to this coverage. The discount for each member is determined individually by the PERMA underwriting department within the parameters approved by the PERMA Board of Directors.

b. The Declaration Page shows the employee classification codes, payroll and contribution by classification. These classifications were assigned based on an estimate of the exposures you would have during the agreement period. You agree that if PERMA requests you to do so, you will execute authorization forms permitting PERMA and PERMA's designee to obtain the information and data necessary to determine your experience rating modification. If your actual exposures are not properly described by those classifications, PERMA will assign proper classifications, rates and contribution basis by endorsement to this agreement. If the payroll and classification codes you provided to PERMA were incorrect, and PERMA used that information to develop the experience modification factor for the coverage period, then, regardless of whether the discrepancy was intentional, PERMA may revise the experience modification factor based on the new, corrected information.

c. If you are wholly, primarily or in part volunteer-based and staffed, PERMA will use population to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances to

calculate coverage cost for Volunteer Ambulance Coverage and number of, and duties of other volunteers to calculate coverage cost for voluntary coverage

D. Assessments.

1. You must also pay any assessment or other charge that the Workers Compensation Board may impose with respect to you, without regard to whether you are required to pay that amount or PERMA is required to pay that amount.

E. Other payments you must make.

1. You must also pay any payment that is required to be paid in excess of the benefits regularly provided by the Workers Compensation Law, including payments required because of your serious and willful misconduct; your knowing employment of an employee in violation of law; your failure to comply with a health or safety law or regulation; or your discharge, coercion or discrimination against any employee in violation of the Workers Compensation Law.
2. You must also make any payments required to be made by you under General Municipal Law § 207-a or § 207-c.
3. If PERMA makes any payments in excess of the benefits regularly provided by the Workers Compensation Law on your behalf, you will reimburse PERMA promptly.

F. Adjustments.

1. Your contribution will not be adjusted mid-contract as a result of increased benefit levels mandated by amendments to the Workers Compensation Law or assessments by the Workers Compensation Board assessments that are changed during the contract term.

G. Final contribution.

1. The contribution shown on the Declaration Page, schedules, and endorsements, where applicable, is an estimate, but PERMA will not change the required contribution unless you agree to an endorsement to the agreement, or a final payroll audit reveals a misrepresentation or major discrepancy between the payroll and classification codes originally represented to PERMA.
2. If this occurs and the final contribution is more than the estimated contribution you paid to PERMA, you will pay the difference to PERMA within 30 days of the date on which PERMA gives you written notice of that difference. If the final contribution is less than the estimated contribution you paid to PERMA, PERMA will refund or credit the difference to you, as you may elect.
3. If this agreement is cancelled, your final contribution will be determined pursuant to Section H(1)(d) of Part Six.

PART SIX – CONDITIONS

A. Inspection.

1. PERMA has the right, but is not obligated, to inspect your workplaces upon request. PERMA's inspections are not safety inspections. They relate only to the coverage eligibility of the facilities and the contributions to be charged. PERMA may give you reports on the conditions PERMA finds. PERMA may also recommend changes. While these reports and recommendations may help reduce losses, PERMA does not undertake to perform the duty of

any person to provide for the health or safety of your employees or the public. PERMA does not warrant that your facilities are safe or healthy or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights PERMA has under this provision.

B. Records.

1. You will keep records of information needed to compute contributions. You will provide PERMA with copies of those records when PERMA asks for them.

C. Images.

1. You agree that PERMA may take photos, videos or other digital media at PERMA related events, meetings or on-site visits for potential use in PERMA created publications, web based publications or other forms of PERMA related communications.

D. Governmental reporting and retention obligations.

1. Notwithstanding any other provision of this agreement, you do not by this agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon you by the New York State Workers' Compensation Law or Workers' Compensation Board.

E. Audit.

1. You may be selected for an audit. If you are, you will let PERMA examine and audit all your records that relate to this coverage, whether these records pertain to the current agreement period or to any previous agreement period. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. PERMA may conduct the audits during regular business hours during the agreement period and within one year after the agreement period ends. The information developed by the audit will be used for our excess insurance partners and internal statistical and data analysis purposes. It will not change your contribution unless this agreement is modified by endorsement.
2. If you have employees, PERMA may audit your payroll records at least every three years, but also may request annually or every other year. PERMA will utilize the best available data, either from your budget or from discussions with you or your broker to estimate payrolls for the coming year. If you do not provide additional information, PERMA will estimate the figures based upon expiring contract payrolls and/or the last payroll audit.
3. Your volunteer firefighter population areas and volunteer ambulance exposures may be audited at PERMA's discretion. This will be utilized at the next renewal period for rating purposes and will not change the contribution of the period being audited.

F. Safety Programs.

1. PERMA may provide you with a "Service Plan" that will include risk management and related services designed to assist you in meeting your obligations. You agree that you will consider instituting reasonable safety regulations that PERMA or PERMA's designated risk management experts may recommend for the purpose of eliminating or minimizing hazards that would contribute to injuries. Your failure to institute suggested safety recommendations and/or training may be considered during the renewal underwriting review.
2. If PERMA requests you to complete a PERMA accident review with respect to a particular incident which may give rise to a claim, you will submit that review to PERMA's Risk Management Department within a reasonable time of the request, not to exceed 10 days. Failure

to complete is taken into consideration by the account manager during the renewal underwriting review.

3. You will allow PERMA or its designee reasonable access to your facilities and employees to perform risk assessments and safety audits as needed. PERMA may non-renew this agreement if you fail to allow such access.

G. Transfer of your rights and duties.

1. Your rights or duties under this agreement may not be transferred without PERMA's written consent. But if your rights and duties are transferred to a legal representative, that representative may act within the scope of the representative's duties with respect to this agreement.

H. Actions against PERMA.

1. You have no right of action against PERMA under this agreement unless:
   a. you have complied with all terms of this agreement; and
   b. the amount you owe has been determined with PERMA's consent or by actual trial and final judgment.
2. This agreement does not give anyone the right to add PERMA as a defendant in an action against you to determine your liability. Your bankruptcy or insolvency will not relieve PERMA of PERMA's obligations under this Part after an injury occurs while this agreement is in force for you.

I. Cancellation.

1. This agreement may be cancelled other than at its renewal date as follows:
   a. PERMA may cancel this agreement if you fail or refuse to make any payment required by this agreement. Cancellation for non-payment will be effective on the date specified in the notice, which will be not less than 10 days after PERMA gives you written notice of cancellation by mailing the notice to you by certified or registered mail at the mailing address set forth on the Declaration Page, which is the address you have told PERMA is your place of business, and PERMA files that notice in the office of the Chair of the Workers' Compensation Board. However, if you make the required payment prior to the expiration of that 10-day period, this agreement will be re-instated. If you secure benefits for your employees in another manner that complies with the Workers' Compensation Law which become effective prior to the expiration of the time stated in the notice, the cancellation will be effective as of the date on which that other coverage is effective. Contribution payments received by PERMA after cancellation is effective will not reinstate this agreement. Such payments will be credited to your account to cover any balance due on the final contribution.
   b. PERMA may cancel this agreement for other cause, including but not limited to, your failure to comply with the terms of this agreement, or the rules, regulations, or by-laws of PERMA. Cancellation for reasons other than non-payment will be effective on the date specified in the notice, which will be not less than 30 days after PERMA gives you written notice of cancellation by mailing the notice to you by certified or registered mail at the mailing address set forth on the Declaration Page, which is the address you have told PERMA is your place of business, and PERMA files that notice in the office of the Chair of the Workers' Compensation Board. However, if you secure benefits for your employees in another manner that complies with the Workers' Compensation Law which become effective prior to the expiration of the time stated in the notice, the cancellation will be effective as of the date on which that other coverage becomes effective.

c. You may cancel this agreement if you secure benefits for your employees in another manner that complies with the Workers Compensation Law. In order to cancel on this basis, you must send PERMA written notice, by certified mail, specifying the date on which you propose that the cancellation will take effect. Notwithstanding the date you specify, cancellation will not take effect until 30 days after the date notice is received by PERMA including 10 days for filing of notification in the office of the chair of the Workers' Compensation Board.

d. If the agreement is terminated other than on the renewal date with the required notice, either by PERMA for non-payment or by you, you will pay a short rate penalty upon termination. (For example, if notice of cancellation is received only 10 days in advance of the renewal date, rather than the required 30 days in advance, coverage will be renewed with PERMA and cancelled 20 days into the renewed contract period, you will be required to pay a short rate penalty.) The penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by a large deductible contract. The final contribution will not be less than the minimum contribution. The penalty portion may be as high as 10 percent of the unearned contribution as of the date of the cancellation.

e. If any of these provisions conflicts with a law that governs the cancellation of the coverage provided pursuant to this agreement, the law will control.

J. Effect of declaration and application documents.

1. By accepting this agreement, you agree that the statements on the Declaration Page and the application documents are your agreements and representations, that this agreement is issued in reliance upon the truth of those representations and that this agreement embodies all of the agreements existing between you and PERMA and any of PERMA's agents relating to this agreement.

III. General Provisions

A. Applicable law and venue.

1. This agreement will be construed and interpreted in accordance with the laws of the State of New York and will be enforceable in the courts in Albany County.

B. No waiver.

1. No waiver by either party of any term or condition of this agreement will be deemed or construed as a waiver of any other term or condition. The failure of any party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements or conditions in this agreement will not be considered to be a waiver or relinquishment of that term, covenant, agreement or condition, but the term will continue in full force and effect.

C. Separability.

1. If any provision, paragraph, sentence, clause or word of this agreement is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of that provision will not affect the remainder of this agreement and this agreement will be construed and enforced, consistent with its expressed purposes, as if it had not contained the invalid and unenforceable provision, paragraph, sentence, clause or word.

D. Execution in counterparts.

1. This agreement may be executed in counterparts, any of which shall be regarded for all purposes as a duplicate original.

E. Confidential information.

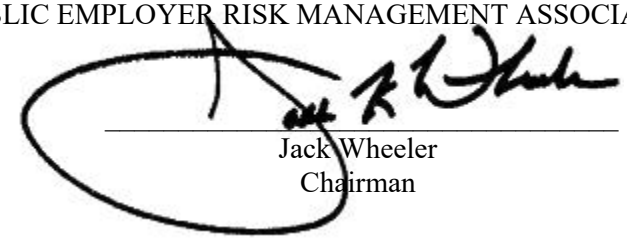
1. PERMA members may have access to certain proprietary and confidential information of PERMA, including underwriting and risk reduction methods, claims data, projections, claims experience, contribution levels, pricing, financial arrangements, claims processing and payment and protocols ("Confidential Information"). No member may disclose or use any Confidential Information for the benefit of any person or entity other than PERMA. Each member is responsible to ensure that its employees, officers, agents and contractors do not disclose or use any Confidential Information for the benefit of any person or entity other than PERMA.

Village of Larchmont

By: _____

Title: _____

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, Inc.



_____

Jack Wheeler
Chairman

Village of Larchmont

Board of Trustees Work Session

July 7, 2025 – 5:30 PM
2nd Floor Conference Room, Larchmont Village Hall

The full Village Board of Trustees was present, along with Acting Village Administrator Aylone Katzin.

Public Notice

Please note that while Work Sessions are open to the public, the Village Board typically does not allow public comment. Any questions or comments regarding agenda items that the Board should consider during the Work Session must be emailed to **villageclerk@larchmontny.gov** no later than **12:00 PM** on the day of the meeting.

Sanitation Discussion (5:30 – 6:30 PM)

Resolved to appoint Trustee Pare to serve as the liaison of the Village Board to the Larchmont Mamaroneck Joint Sanitation Commission, solely in connection with the project to demolish the incinerator.

Motion by: Trustee Fanelli
Seconded by: Trustee Brennan
Vote: Unanimous, motion carried.

The Mayor and Acting Village Administrator reported that the new sanitation operation in the commercial district functioned generally well during its first week, with minor corrections and operational adjustments made as needed.

The Town of Mamaroneck has executed the term sheet between the Town Council and the Village Board. Several outstanding matters remain to be reconciled, including monitoring dumping activity at the Sanitation Facility, management of staff hours and operations, cost allocation between the Village and the Town, reconciliation of vehicles and equipment, and future planning related to one-arm bandit systems, demolition of the incinerator, and a potential composting facility.

Congressman George Latimer briefly attended the meeting to provide a congressional update and to facilitate additional communication between the Village of Larchmont and his office. He requested that any questions regarding the "Big, Beautiful Bill" be forwarded to his office.

Flint A & B Renovation Update and MOU Discussion (6:30 – 7:00 PM)

The Village Board discussed updates to the Flint A & B renovation project, including two draft donation agreements related to the project. The Mayor received feedback from the Board and will follow up with the donors.

The Acting Village Administrator will continue discussions with Woodard & Curran regarding project updates.

Serpentine Trail Issue (7:00 – 7:15 PM)

The Village Board discussed ownership and safety concerns related to the east end of Serpentine Trail. The Village Attorney provided a brief legal overview.

The Acting Village Administrator also reported concerns regarding improvements installed on Serpentine Trail that were not authorized or installed by the Village. With the consent of the Board, the Acting Village Administrator will work with the Department of Public Works to clear the unofficial trail and close it to public access.

American Legion Roof (7:15 – 7:30 PM)

The Acting Village Administrator and Department of Public Works are obtaining quotes from qualified vendors to facilitate repair of the roof at the American Legion building.

The Village Board consented to fund the full cost of the repair. In exchange, the Board will engage in discussions with the American Legion regarding building maintenance and ownership, including the potential future use of the facility as a teen center.

The Acting Village Administrator will also inquire about a structural integrity inspection using existing Village engineering consultants.

Fire Truck Discussion (7:30 – 7:45 PM)

The Village Board expressed a preference for bonding rather than financing for the purchase of a new tower ladder. The Village Treasurer will prepare a corresponding resolution for a future meeting when bond issuance is required.

A motion was made to authorize the Fire Chief to place an order for the purchase of a fire truck.
Motion by: Trustee Post
Seconded by: Trustee Brennan
Vote: Unanimous, motion carried.

A motion was made to authorize the sale of Rescue 1 for $92,100.
Motion by: Trustee Post
Seconded by: Trustee Brennan
Vote: 3 Aye, 1 Nay (Trustee Fanelli), 1 Abstain (Trustee Paré).

Administrator Items

A motion was made to authorize the Acting Village Administrator to execute a change order with Scarsdale Security Systems for internet and security upgrades at Flint Park.
Motion by: Trustee Brennan
Seconded by: Trustee Post
Vote: Unanimous, motion carried.

A motion was made to authorize the purchase of new aluminum windows for the Fire Department Alarm Room and Kitchen in the amount of $15,564.91, from an account to be determined by the Village Treasurer.
Motion by: Trustee Brennan
Seconded by: Trustee Fanelli
Vote: Unanimous, motion carried.

Trustee Items

Resolved to appoint Aylone Katzin as Village Administrator.
Motion by: Trustee Post
Seconded by: Trustee Brennan
Vote: Unanimous, motion carried.

Executive Session (7:30 – 8:00 PM)

A motion was made to enter Executive Session to discuss employment matters.

Motion by: Trustee Brennan
Seconded by: Trustee Post
Vote: Unanimous, motion carried.

A motion was made to exit Executive Session.
Motion by: Trustee Brennan
Seconded by: Trustee Post
Vote: Unanimous, motion carried.

Adjournment

There being no further business, the Work Session was adjourned at approximately **8:00 PM**.

Village of Larchmont

Board of Trustees Work Session

July 21, 2025 – 5:30 PM
2nd Floor Conference Room, Larchmont Village Hall

Present were Trustees Brigid Brennan, Peter Fanelli, Terence Paré, and Dana Post. Trustee Post excused herself during the meeting. Mayor Sarah Bauer was absent for the meeting.

Advice of Counsel (5:30 – 5:45 PM)

The Village Board discussed matters related to the Flint A & B project, including Drain Talents pricing and contract structure. The total project cost was discussed at approximately $3.4 million, including $265,000 for Drain Talents. Payment terms were outlined as 60% upon signing, 30% upon shipment, and 10% as final payment. SEQR review will be required. Counsel advised that additional costs could be authorized if necessary.

The Board also discussed issues related to Serpentine Trail, including potential cleanup and conversion to a formal path. A straw poll of the Board indicated unanimous opposition to relinquishing Village-owned property. The Board requested that Rick review the site and provide an estimated cost should the Village pursue cleanup or path improvements.

A motion was made to enter Advice of Counsel.
Motion by: Trustee Paré
Seconded by: Trustee Brennan
Vote: 4-0-1, motion carried.

A motion was made to exit Advice of Counsel.
Motion by: Trustee Brennan
Seconded by: Trustee Paré
Vote: 4-0-1, motion carried.

Review of Audit Memo with Village Treasurer (5:45 – 6:15 PM)

The Village Treasurer reviewed the audit memo with the Board. The Board agreed to schedule a future follow-up meeting to receive status updates on the ongoing process improvements identified in the memo.

Flint A & B Soccer MOU – Priority Language Discussion (6:15 – 6:30 PM)

The Board discussed priority language in the Flint A & B Soccer Memorandum of Understanding, including a proposed $175,000 donation. The discussion focused on avoiding the term “preference” and instead ensuring a guarantee that current booking practices remain unchanged.

It was suggested that soccer and lacrosse remain priority users in the fall season and baseball in the spring season, without granting formal priority booking rights. The concept of "first selection for in-season booking" was discussed as a potential compromise.

Holiday Décor Discussion (6:30 – 7:00 PM)

The Board discussed holiday décor options, including obtaining quotes to refurbish existing wreaths and pricing packages for decorations at the four corners. Options discussed included adding snowflakes for every few wreaths replaced, using warmer white lighting, and requesting that vendors visit the site and provide two to three proposal packages.

Executive Session – Personnel and Public Safety Matters (7:00 – 7:30 PM)

A motion was made to enter Executive Session to discuss personnel matters and matters which, if disclosed, would imperil public safety.
Motion by: Trustee Brennan
Seconded by: Trustee Paré
Vote: 4-0-1, motion carried.

Administrator Items

The Village Administrator provided the following updates:

- **Willow Park:** Anticipated completion of repairs by the end of the week or early the following week.
- **Tower Ladder:** Updated delivery estimate of 24–36 months. Some discrepancies were noted between the apparatus being built and the Village's original design; however, the $2.4 million price will be honored. The Board discussed ensuring contractual protections, maintaining depreciation terms through delivery, and encouraging expedited delivery.
- **Con Edison Paving Agreement:** The Board discussed seeking information from the Village of Tarrytown regarding its arrangement with Con Edison, as current agreements are verbal.
- **Deane Place Meter:** The water meter is functioning properly and remains shut off at the valve until needed by Westchester Joint Water Works. Future usage will be tracked separately in Springbrook to assist with monitoring and billing.

Trustee Items

Trustee Brennan requested that a discussion regarding affordable housing be added to a future Work Session agenda, with participation from Tyler (presenter) and Michael Schmeets, targeted for September.

Executive Session (8:10 – 8:15 PM)

A motion was made at 8:10 PM to enter Executive Session to discuss personnel matters.
Motion by: Trustee Brennan

Seconded by: Trustee Fanelli
Vote: 3-0-2, motion carried.

A motion was made at 8:15 PM to exit Executive Session.
Motion by: Trustee Brennan
Seconded by: Trustee Fanelli
Vote: 3-0-2, motion carried.

Village of Larchmont Board of Trustees Work Session
August 6, 2025 – 5:30 PM
2nd Floor Conference Room, Larchmont Village Hall

Please note that while Work Sessions are open to the public, the Village Board typically does not allow public comment. If you have any questions or comments on any agenda items that you would like the Board to consider during the Work Session, please email them to **villageclerk@larchmontny.gov** no later than **12:00 PM** on the day of the meeting.

AGENDA

1. 5:30 – 5:45 PM: Review Updates to the Parks and Trees Charter

The Village Board reviewed proposed updates to the Parks and Trees Charter, including expanding the scope of the charter to include the reservoir and dam.

A motion was made to update the Parks and Trees Charter as presented, subject to clarification of terminology.
Motion by Trustee Brennan, Second by Trustee Post
Vote: 5-0, motion carried.

2. 5:45 – 6:15 PM: Review Parking Subcommittee Lot 3 Findings

The Village Board discussed findings related to Parking Lot 3. The Board expressed an expectation for weekly status reports, including information on scanning activity, frequency, coverage, and whether handheld devices were utilized.

Proposed signage language was discussed: *"Two-hour metered parking required without a permit. All other parking requires a permit."* The Board requested confirmation of the wording with Michael.

Additional discussion included the need to review bills outside of the regular pay list and to confirm the status of Con Edison receivables.

3. 6:15 – 6:45 PM: Review Paving and Lead Line Priorities for Fall 2025

The Village Board discussed paving and lead service line priorities for Fall 2025, including the Gilder Lot and the use of Centro funding. The status of Con Edison receivables, estimated at approximately $97,000, was reviewed.

The Board noted that funding appears to be in place and discussed the role of the Pavement Management Group. The Board also discussed establishing a standard number of lane miles to be addressed annually once the Village is caught up on deferred maintenance.

4. Administrator Items

The Village Administrator provided the following updates:

- **Playhouse Field:** A proposal is being explored for an area near the former paddle courts, separate from the IFO Playhouse.
- **Concession Stand:** The project continues to move forward. Final architectural drawings are pending prior to submission of the permit application to the County Health Department, with completion anticipated in the fall.
- **Storage Shed:** Discussion regarding a potential shed from Shed Haus.
- **Solar Update:**
    - **Grant Requirements:** Phase 1 deliverables are due by October 1, including submission of the NY-Sun application number, metrics workbook with design specifications, and a PV system proposal from a qualified contractor.
    - **Project Status:** Consultants are working through preliminary design specifications and coordinating with the Library regarding staging areas and logistics. The Library Board is reviewing the roof warranty prior to granting approval. The installation agreement from National Solar was received and forwarded to Jim and Kevin for review.

5. Trustee Items

- The Board reviewed bills associated with Job #406745 in the total amount of $359,134.23 and found them to be in order.
  Resolved to approve payments: Motion by Trustee Post, Second by Trustee Brennan
  Vote: 5-0, motion carried.

- **Serpentine Trail:** No action at this time. The Village will continue to monitor conditions and ensure the area is plowed as needed.

- **Holiday Décor:** Bubba will review pole locations suitable for cross-street hanging lights. A motion was made to approve an allocation of $30,000 for holiday décor refurbishment, with funds to be taken from the appropriate account.
  Motion by Trustee Fanelli, Second by Trustee Brennan.
  Vote: 5-0, motion carried.
  Refurbishment will be performed professionally by American Christmas.

- **Alma Field Turf Temperature:** Trustee Brennan requested that DPW obtain a heat gun to monitor turf temperature. The Acting Village Administrator will coordinate the purchase and work with DPW to establish procedures for use, storage, and responsibility.

- **Idle Committee Accounts:** Trustee Paré requested that James present a list of idle, funded committee accounts at the September meeting for Board discussion regarding potential closure or reallocation.

- **American Legion:** Quotes for roof repairs are still being obtained. The possibility of converting the building to a teen center was discussed, and the American Legion has indicated it is not opposed to the concept.

6. 6:45 PM: Executive Session

A motion was made to enter Executive Session to discuss personnel issues and matters which may imperil public safety.
Motion by Trustee Fanelli, Second by Trustee Brennan
Vote: 5-0, motion carried.

A motion was made to exit Executive Session.
Motion by Trustee Brennan, Second by Trustee Paré
Vote: 5-0-1, motion carried.

Termination of the Benny agreement and transition of SWEC reviews to LaBella, with application fees remaining covered under the existing $850 SWEC permit fee
Motion by Trustee Post, Second by Trustee Paré – 4-0-1 (Trustee Fanelli abstained)

Resolved to authorize the Village Administrator to execute a stormwater agreement with LaBella.
Motion by Trustee Paré, Second by Trustee Post
Vote: 5-0, motion carried.

Village of Larchmont Board of Trustees Work Session
October 6, 2025 – 5:30 PM
2nd Floor Conference Room, Larchmont Village Hall

Please note that while Work Sessions are open to the public, the Village Board typically does not allow public comment. If you have any questions or comments on any agenda items that you would like the Board to consider during the Work Session, please email them to **villageclerk@larchmontny.gov** no later than **12:00 PM** on the day of the meeting.

The full Village Board was in attendance. Village Administrator Katzin was absent.

AGENDA

1. 5:30 – 6:00 PM: Discuss Portable Lights for Alma

The Village Board discussed the use of portable lights at Alma Field for practice use only. The Board discussed limiting use to 7:30 PM for the first three weeks following the time change and ending by 8:30 PM thereafter. Additional considerations included turf wear and tear (as compared to grass), fire extinguisher requirements, use of 14 lights, and reevaluating the program after the current season. The additional cost was noted as $175 per hour.

Trustees Brennan and Post – unanimous.

The Village Administrator noted that lights could also be utilized to provide coverage for paddle and repositioned as needed.

2. 6:00 – 6:15 PM: Discuss Big Belly Trash Cans for Flint Park

The Village Board discussed the installation of Big Belly trash cans at Flint Park.

Motion by Trustee Brennan, Second by Trustee Paré – unanimous, subject to identification of available funding.

3. 6:15 – 6:20 PM: Approve LJSL MOU for Flint Park

Motion by Trustee Fanelli, Second by Trustee Paré – unanimous.

4. Sponsorship Agreement

The Village Board discussed and approved sponsorship agreements with Atelier Modern and with Anna & Jack's Treehouse regarding sponsorship donations for the 2025 Larchmont Ragamuffin Parade.

Motion by Trustee Fanelli, Second by Trustee Paré – unanimous.

5. Dogs in Village Hall

The Village Board briefly discussed issues related to dogs in Village Hall. No decisions were made.

6. Tree House Issue

The Village Board discussed a Tree House-related issue. The Village Board consented to

7. 6:20 – 6:45 PM: Continue Capital Budget Discussion

The Village Board continued discussion of the capital budget, focusing on prioritizing projects and gaining a clearer understanding of costs and funding sources.

8. 6:45 – 7:00 PM: Discuss Raggamuffin Costumes

The Village Board discussed costume-related considerations for the Raggamuffin event.

9. 7:00 – 7:15 PM: Discuss VoltPost EV Chargers

This discussion was deferred to the October 20, 2025 Work Session.

10. Administrator Items

Any new business the Administrator wished to bring to the Board for brief discussion and/or inclusion in future Work Sessions.

11. Trustee Items

Any new business Trustees wished to bring to the Board for brief discussion and/or inclusion in future Work Sessions.

12. Executive Session

A motion was made to enter Executive Session. Motion by Trustee Paré, Second by Trustee Post – unanimous.

A motion was made to exit Executive Session. Motion by Trustee Brennan, Second by Trustee Post – unanimous.

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

Special Meeting of the Village Board

Thursday, September 6, 2025 – 5:30 PM
Village Hall Conference Room

1. Call to Order

The Special Meeting of the Village Board was called to order at 5:30 PM.

2. Executive Session

A motion was made to enter Executive Session to discuss matters related to the recruitment of certain positions.
Motion by: Trustee Paré
Seconded by: Trustee Post
Vote: 5-0, motion carried.

3. Exit Executive Session

A motion was made to exit Executive Session.
Motion by: Trustee Brennan
Seconded by: Trustee Post
Vote: 4-0-1 (Trustee Paré absent), motion carried.

4. Adjournment

The meeting was adjourned.

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

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Village Board of Trustees Special Meeting

Monday, December 1, 2025 – 11:00 AM
Village Hall Conference Room

The Board of Trustees held a work session on December 1, 2025, at Village Hall. The Board considered the renewal application of Locals Larchmont LLC for a Special Permit originally granted on November 20, 2023.

IN THE MATTER OF THE APPLICATION OF LOCALS LARCHMONT LLC, FOR RENEWAL OF A SPECIAL PERMIT

FINDINGS AND DECISION

1. Applicant, Locals Larchmont LLC, has applied for renewal of a Special Permit granted on November 20, 2023, in connection with a dining and event establishment Applicant was proposing to open at that time.

2. When this process started in 2023 this Board was very intentional about the choices we made for permitting event establishments in our business district. We understood that the nature of event establishments is such that, in a tight mixed use business district like ours, they would have to be considered on a case by case basis. Accordingly, we provided for event establishments to be operated only upon issuance of a Special Permit in each case by this Board.

3. We were also careful to have a two-year Special Permit renewal process. We were clear with Applicant in this case that impacts that might occur, and compliance with our conditions would be addressed if and when a renewal application would be made. We were very clear, and the Applicant acknowledged, that if something wasn't working, it would be addressed in the renewal process.

4. In addressing this renewal application, we have all reviewed all submissions we have received, including letters and emails. We have reviewed the Applicant's website and Instagrams, police reports and the noise citation issued to Applicant. We have also reviewed information from the 2023 Application, including the video recording of our November 20, 2023, hearing on that Application. In addition, we have held two lengthy public hearing sessions on this renewal Application.

5. We have three options: We can approve the renewal of the Special Permit without modification; we can deny the renewal; or we can modify the Special Permit to address compliance issues and impacts which have occurred.

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

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6. For us, an important issue is whether the conditions of our 2023 Permit have been adhered to or violated. We find that the representations made to us in 2023 have not been adhered to, and that the conditions of the Permit have been violated.

7. In reviewing the 2023 application process, in particular the video of the November 20, 2023, hearing, the Applicant represented to us that examples of the type of events they would be holding were: poetry readings; a violinist; a local youth group having a violin concert. In each case they were described as "low impact". However, review of the Applicant's Facebook and Instagram account, and the numerous noise complaints the Village has received, clearly shows that there has been a constant calendar of events involving high noise volume musicians and bands.

8. Condition "5" of our November 20, 2023, Permit reads as follows:

   Permitted events shall be limited to private events to which all guests are invited to attend before such event. No admission to un-ticketed or uninvited general public guests shall be permitted. Tickets to events will not be sold at the door.

9. We find that the above Condition has been violated. An online search revealed numerous advertisements issued by the Applicant for events that are open to the public with money collected at the door. We have placed printouts of a number of these advertisements in the record. Some examples from just this fall are:

   i. September 19, 2025 – The Danned
   ii. September 25, 2025 – Singer-Songwriter
   iii. September 26, 2025 – Punch For Zero
   iv. October 3, 2025 – Lagond Music
   v. October 24, 2025 – Radio Blah
   vi. October 29, 2025- Hocus Pocus movie night
   vii. November 1, 2025 - Hallowqueen
   viii. November 7, 2025 – Phunk and Roses
   ix. November 8, 2025 – Benefit for locals with live music
   x. November 21, 2025 – A Hip Hop experience
   xi. November 22, 2025 Nothing Serious
   xii. December 19, 2025 – Sunset Keys

   We know from input at our public hearing sessions and from people who have reported to us individually that these "open to the public" events are regularly occurring in violation of our Permit.

10. Regarding noise, at our November 2023 hearing the Applicant advised us that in order to protect the Vision of Tomorrow building from noise, sound checks would be done while Applicant's facility was under

construction, and sound proofing would be installed as part of the construction process to ensure that neighboring buildings would be protected from noise impacts.

11. Much of our discussion with the Applicant in 2023 was about our concern that any noise be contained within Applicant's premises to protect neighbors. For example, see conditions 2a., 2b. and 2c of our Permit. Condition 2b. of the Permit specifically required adherence to our noise law.

12. We find that condition 2b. of our Permit has been violated. See, for example, citation and police reports in the record. Applicant was fined by our court for a noise law violation. See also submissions from neighbors at 2126 Boston Post Road and testimony regarding noise at our two public hearing sessions.

13. Separate and apart from our noise law, Section 381-51.O(11)(a) of our Special Permit law requires us to consider potential noise impacts on adjoining properties. Neighbors from properties on both sides of Applicant's premises have complained about and detailed the noise impacts they are dealing with. We find their complaints to be credible, and we find the current level of noise being produced by the Applicant's operation is unreasonably detrimental to Applicant's neighbors.

CONCLUSION

A. We hereby grant a partial renewal of the Special Permit allowing the food service to continue and private events to be held but without music or amplification for the time being.

B. We hereby modify the Special Permit to prohibit live music, and any amplified sound, whether it be music, movies, people speaking into microphones or any other source of amplification.

C. We hereby modify the Special Permit to change the permissible hours for Events to between 8 a.m. and 10 p.m. Events would be without music or amplification for now.

D. We will give the Applicant the opportunity to engage a noise consultant to work with the Village's noise consultant in an effort to work out a way they can have music and amplification without unreasonably disturbing their neighbors.

E. We will allow the Applicant to return to us when they have a workable plan regarding noise. At that time we will consider restoring to their Permit permission to have music and amplification.

F. We hereby make all provisions and restrictions of the modified Special Permit conditions of the Certificate of Occupancy for the space.

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
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G. This modified Special Permit is conditioned upon compliance with all of its provisions, restrictions and conditions. If any of these terms are violated, the Village Board shall have the authority to revoke the Special Permit in its entirety.

Decision rendered November 17, 2025
This Findings and Decision adopted December 1, 2025

Following deliberation, the Board adopted Findings and Decision dated November 17, 2025, and formally adopted December 1, 2025, granting a partial renewal of the Special Permit. The renewal allows food service and private events to continue but prohibits live music and amplified sound. Event hours are restricted to 8:00 a.m. to 10:00 p.m.

The Board further modified the Special Permit to require the Applicant to engage a noise consultant to work with the Village's consultant to develop a plan for managing sound impacts. The Applicant may return to the Board with a workable plan at which time permission for music and amplification may be reconsidered.

All provisions and restrictions of the modified Special Permit are conditions of the Certificate of Occupancy, and the Board noted that any violation of these terms may result in full revocation of the Special Permit.

Mayor Bauer sought a motion to adopt the resolution before the Board with a correction to a typographical error. Trustee Pare made the motion, Trustee Post seconded it, and the resolution was adopted unanimously with all Trustees voting aye.

No other matters were brought forward. Meeting adjourned.