

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, AUGUST 25, 2021**

Pursuant to the end of the State of Emergency pertaining to COVID-19, all meetings will now be in person.

Open Session

1. Board of Trustees Concerns
2. Downtown Parking Rate Increase
3. Enforce Commuter Lots on Saturdays
4. Film Permits
5. September 11th Memorial Event
6. Gift Acceptance – Rotary Memorial Bench for Len Andrew at Patriots Park
7. NYSDOT Supplemental Agreements – H-Bridge
8. Memorial Donation – Pierson Park RiverWalk by Andre Brook
9. SCADA and Security for Water System
10. Discussion – Main Street Outdoor Dining

Executive Session

- A. Continued Discussion - Draft Social Media Policy
- B. Marijuana Regulation and Taxation Act
- C. ZBA – New Members

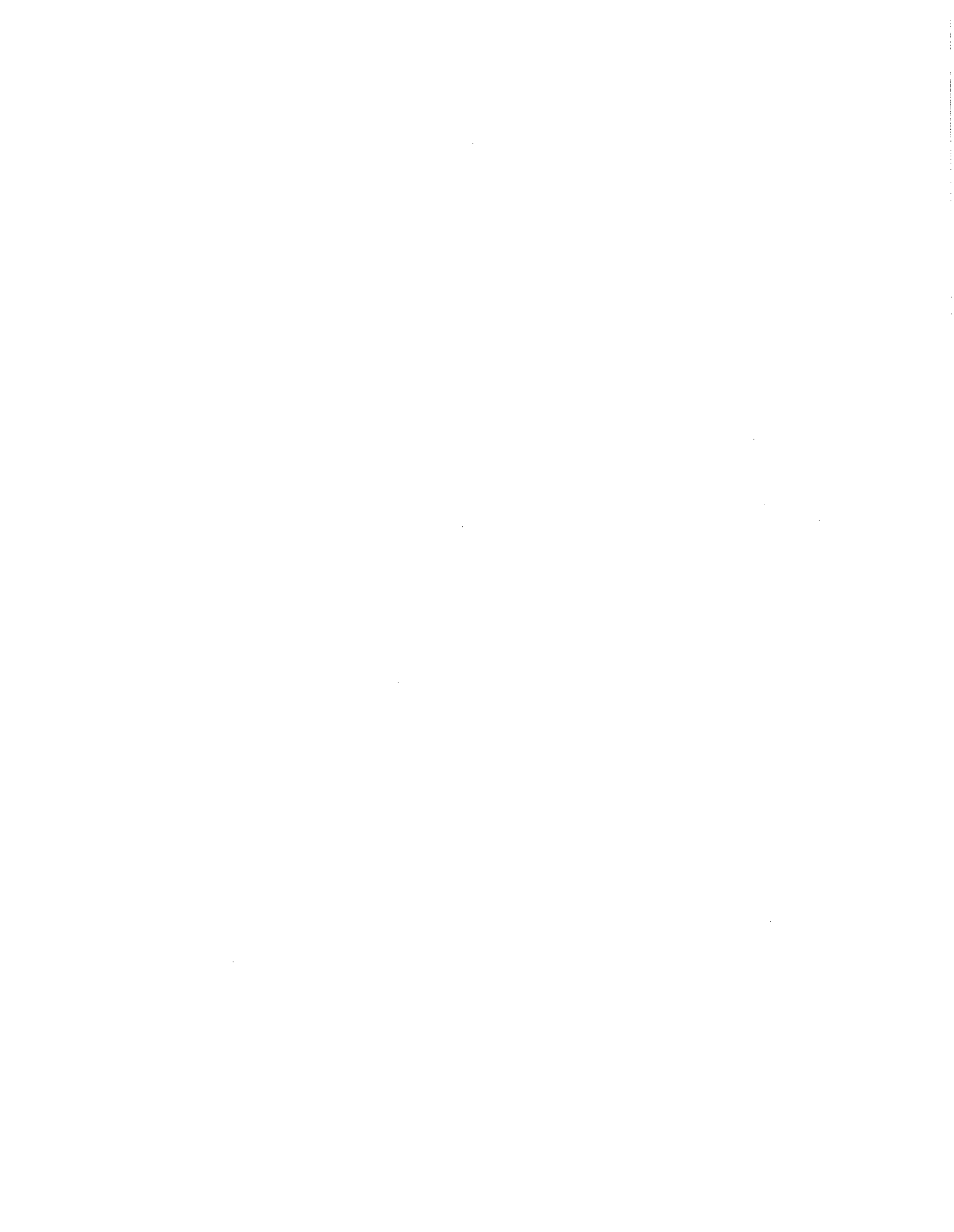
Recommendation #1

Extend all parking meter enforcement duration in the Business District from 9am-6pm to 9am-9pm and also raise curb space meters to \$1.50 or \$2.00 per hour.


Curb space is the most convenient and desirable parking for commerce and should be priced accordingly. This recommendation is a first step in "setting the right price for curb parking". The intent of extending the duration will hopefully encourage Music Hall patrons to park in municipal lots rather than fill up curb space.

<i>Business District Municipal Lots (Off-street parking)</i>	<i># of Spaces</i>	<i>Current Rate & Enforcement Duration</i>	<i># of Spaces</i>	<i>Proposed Rate & Enforcement Duration</i>
Lot 1 - 31 South Broadway	24	\$1 per hr, 9am-6pm	24	\$1 per hr, 9am-6pm
Lot 2 - Neperan Road	21	\$1 per hr, 9am-6pm	21	\$1 per hr, 9am-6pm
Lot 3 - South Washington St (Eastside)	76	\$1 per hr, 9am-6pm	76	\$1 per hr, 9am-6pm
Lot 4 - South Washington St (Westside)	24	\$1 per hr, 9am-6pm	24	\$1 per hr, 9am-6pm
Lot 5 - McKeel Avenue	75	\$1 per hr, 9am-6pm	75	\$1 per hr, 9am-6pm
Total (Lot or Off-street)	145		145	
<i>Business District Curb Spaces (On-street parking)</i>	<i># of Spaces</i>	<i>Current Rate & Enforcement Duration</i>	<i># of Spaces</i>	<i>Proposed Rate & Enforcement Duration</i>
Main Street	65	\$1 per hr, 9am-6pm	58	\$2 per hr, 9am-9pm
<i>Main Street (15 minute spaces)</i>	4	<i>\$0.25 for 15 minutes</i>	11	<i>\$0.50 for 15 minutes</i>
South Washington Street	9	\$1 per hr, 9am-6pm	9	\$2 per hr, 9am-9pm
North Washington Street	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
John Street	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
Kaldenberg Place	12	\$1 per hr, 9am-6pm	12	\$2 per hr, 9am-9pm
South Broadway	39	\$1 per hr, 9am-6pm	39	\$2 per hr, 9am-9pm
North Broadway	65	\$1 per hr, 9am-6pm	6	\$2 per hr, 9am-9pm
<i>Broadway (15 minute spaces)</i>	2	<i>\$0.25 for 15 minutes</i>	4	<i>\$0.50 for 15 minutes</i>
Neperan Road	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
Hamilton Place	7	\$1 per hr, 9am-6pm	7	\$2 per hr, 9am-9pm
Central Avenue	8	\$1 per hr, 9am-6pm	8	\$2 per hr, 9am-9pm
Total (Curb or Off-street)	215		215	
Total Business District Parking	360		360	





VILLAGE OF TARRYTOWN
VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM

TO: Mayor Butler and Village Trustees
FROM: Josh Ringel, Assistant Village Administrator 
CC: Richard Slingerland, Village Administrator & Police Chief John Barbelet
RE: Recommended Parking Changes
DATE: August 20, 2021

The Village Board recently discussed at its August 11th work session the expansion of paid parking in its commuter lots to Saturdays. In addition, the Mayor has asked that we re-visit the Parking Task Force recommendations for on-street parking in the business district. The Village Administrator, Police Chief and myself discussed these policy changes and have the following recommendations.

Commuter Lot Changes

The Board discussed enforcing parking payments on Saturdays in the commuter lots. We agree that charging for parking would be appropriate and have a few recommendations and suggestions to accompany these changes.

- Make all parking in the commuter lots on the weekends free to residents via permit
- Convert Recreation Parking Permits to a "Recreation and Weekend Permit"
- Change Recreation Permit effective time on weekdays from 2 p.m. to 4 p.m. or 5 p.m. The effective date of the change should be January 1, 2022, since the 2021 permits have already been issued. We believe there is too much abuse of the 2 p.m. rule
 - o To supplement this change, we recommend converting the 12-15 western row of spaces in Lot D to overflow Recreation Parking. Due to the reduced demand in commuter parking demand, we believe this change is acceptable.
- The first 2-4 weeks of implementation should be warning tickets only as parkers adjust.
- The \$5 daily parking permit offering for resident commuters should be increased to \$10 per day. Note that this is still \$4 less than what non-residents pay. This \$5 rate has not been changed in many, many, years (possibly 20+ years). These permits are purchased on a daily basis directly from the Police Department for commuting into NYC. Pre-pandemic, we sold 200+ per month. Most recently we have only sold 30-35 per month.

On-Street Parking Changes

- In order to better manage our parking, and increase turn over, we recommend increasing enforcement hours to 9 am-9 pm, Monday – Saturday for on-street meters only. Off-street meters to remain unchanged to encourage more people to park in the lots.
- We also recommend an increase to \$1.25 per hour, effective January 1, 2022, due to the amount of time that will be necessary to implement changes.

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- o As a result of this increase, the use of nickels will be discontinued. The Administrator's Office recommends that only quarters be accepted.
- The first 2-4 weeks of implementation should be warning tickets only as parkers adjust.
- As a reminder, there is a resident downtown parking permit on the books that allows residents living in the downtown to park in the lots, which is what we want.

Revenue Implications

- It is difficult to estimate the parking revenue impacts for the additional enforcement time at the Commuter Lots as we do not have data to base estimates on.
- The change in daily permit rates could result in a revenue increase of \$1,800 per year to \$12,000 per year, depending on commuter demand.
- Parking summonses (and thus parking summonses revenues) will increase by default with the increase in enforcement hours. It is hard to come up with a realistic estimate for this based on current demand.
- Considering pre-pandemic revenues vs post-pandemic revenues, the 20% increase in parking meter rates for the 9am-6pm block will result in an increase revenue range of \$79,800-\$188,321.
- The annual revenue from the increased enforcement hours is estimated to be approximately \$100,000.

Bottom Line Revenue Impact – increase by between \$184,000 – \$303,000

Cost Impacts

As a result of the above changes, the following actions and additional costs could be incurred to implement the changes:

- Alter "parking map" - \$600 one-time fee
- Re-program of Pay-By-Phone zones (Cost TBD)
- New Stickers for Parking Meters (Costs TBD)
- Reprogramming of Pay-Stations in Commuter Lots
- Rent Meter Reprogramming Machine (on-street meters) - \$375/week (two weeks of rental needed)
- New Signage – Free Through Greenburgh, but much faster if we purchase the signs
- Hiring of two new Part-time PEOs.
- Possibly changing vendor(s) for parking meter collections

The above changes add 32 hours of new work hours to enforce the new hours for **both** on-street parking and the commuter lots. These PT PEOs could be hired at a rate between \$18-\$24/hr. but we have to offer the current FT PEO's the slots as OT since they are union positions.

- o Each PT PEO would be scheduled 15-17 hours per week.

§ 157-4. Requests for film productions. [Amended 12-20-2010 by L.L. No. 19-2010; 9-19-2011 by L.L. No. 7-2011; 10-16-2017 by L.L. No. 9-2017]

- * A. Applications for filming must be submitted at least 21 days prior to the start of filming.
- B. Requests for film productions which will exceed five consecutive days may be submitted to the Board of Trustees for approval, approval with conditions or disapproval. The Board of Trustees may establish any additional necessary fee it deems reasonable and appropriate for such filming. Filming cannot occur until at least five days after the approval is granted.

§ 157-5. Use of Village employees. [Added 6-17-1991 by L.L. No. 9-1991³; amended 10-16-2017 by L.L. No. 9-2017]

- A. Applicants shall be responsible for all costs associated with the use of Village employees during the filming process.
- B. The decision to assign Village employees shall be the responsibility of the Village Administrator and/or the Police Chief for both public and private filming operations.
- C. The security deposit noted in § 157-3I shall be reduced or released on completion and determination by the Village Administrator and/or the Police Chief that no damages or additional filming-related expenses were incurred.

§ 157-6. Previous offenses. [Amended 12-20-2010 by L.L. No. 19-2010]

Notwithstanding any section of this chapter, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

§ 157-7. Fees. [Amended 4-22-1991 by L.L. No. 2-1991; 5-6-1991 by L.L. No. 5-1991; 12-19-2005 by L.L. No. 18-2005]

- A. Fees associated with a film permit shall be included in the Village of Tarrytown Master Fee Schedule⁴ and may be amended from time to time by resolution of the Board of Trustees.
- B. Fees, once adopted by the Board of Trustees, will be available for inspection in the office of the Village Clerk. The Village Administrator shall be permitted to raise the level of any fee due under this chapter when the circumstances warrant; however, said change is subject to adoption by the Board of Trustees during the next meeting of said Board following the Village Administrator's action pursuant to this section.

3. Editor's Note: This local law also redesignated former §§ 157-5 through 157-7 as §§ 157-6 through 157-8, respectively.

4. Editor's Note: Said Master Fee Schedule is on file in the Village offices.

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, August 10, 2021 2:27 PM
To: Kathy Deufemia; Joshua Ringel
Subject: FW: Rotary Memorial for Len Andrew - gift acceptance for the next Work Session

gift acceptance for the next Work Session

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com

From: Rich Slingerland <richslingerland@icloud.com>
Sent: Tuesday, August 10, 2021 2:22 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: Fwd: Rotary Memorial for Len Andrew

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Sent from my iPhone

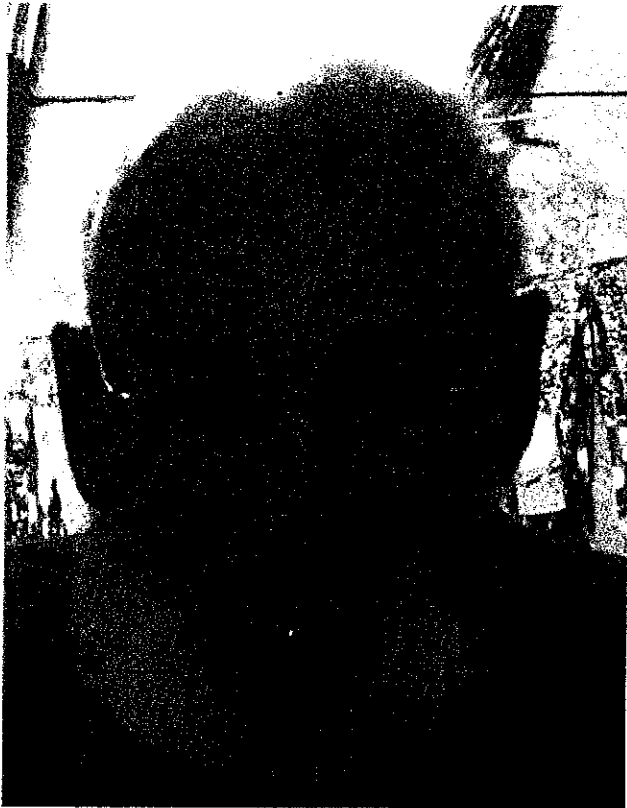
Begin forwarded message:

From: JoAnne Murray <jmurray@allanblockinsurance.com>
Date: August 10, 2021 at 10:08:38 AM EDT
To: JoAnne Murray <jmurray@allanblockinsurance.com>
Subject: Rotary Memorial for Len Andrew

In memory of Len Andrew, the club will be placing a bench at Patriot's Park near the children's playground. The bench will have an engraved plaque remembering Len. Len did so much for our Club and for the Community. The Club will make a \$500 donation. We have another \$500 in donations from friends and Rotarians. The cost of the bench installed is approximately \$1500. You can go to the Club's website www.tarrytownrotary.org to make a donation using

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Paypal. We ask that you add 3% to your donation to cover the merchants fees. You may also send a check payable to the Tarrytown Rotary Foundation and mail to P.O. Box 2, Tarrytown 10591



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SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State-aid eligible costs, of a transportation federal-aid and/or state-aid transportation project, and appropriating funds therefore.

WHEREAS, a Project for the Rehabilitation of Main and River Streets Bridge over Metro North Railroad (BIN 2263200) in the Village of Tarrytown, Westchester County, identified as PIN 8761.63 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the Village of Tarrytown will design, let and construct the Project; and

WHEREAS, the Village of Tarrytown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection.

NOW, THEREFORE, the Tarrytown Village Board, duly convened does hereby

RESOLVE, that the Tarrytown Village Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Tarrytown Village Board hereby authorizes the Village of Tarrytown to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the Tarrytown Village Board hereby agrees that the Village of Tarrytown shall be responsible for all cost of the project which exceed the amount of the NY Bridge Funding awarded to the Village of Tarrytown

RESOLVED, that the sum of **\$357,740.00** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Tarrytown Village Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Administrator thereof, and it is further

RESOLVED, that the Village of Tarrytown hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within three years of commencing construction; and it is further

RESOLVED, that the Tarrytown Village Administrator be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the Village of Tarrytown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Village Administrator, the following municipal titles: Commissioner of Public Works, Village Engineer, Village Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

I, _____, Clerk of the Village of Tarrytown, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the Village of Tarrytown, New York, this _____ day of _____, 2021

Clerk, Village of Tarrytown

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

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WHEREAS, a Project for the Rehabilitation of Main and Wildey Streets Bridge over Metro North Railroad (BIN 2263210) in the Village of Tarrytown, Westchester County, identified as PIN 8761.64 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the Village of Tarrytown will design, let and construct the Project; and

WHEREAS, the Village of Tarrytown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection.

NOW, THEREFORE, the Tarrytown Village Board, duly convened does hereby

RESOLVE, that the Tarrytown Village Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Tarrytown Village Board hereby authorizes the Village of Tarrytown to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the Tarrytown Village Board hereby agrees that the Village of Tarrytown shall be responsible for all cost of the project which exceed the amount of the NY Bridge Funding awarded to the Village of Tarrytown.

RESOLVED, that the sum of \$121,694.00 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Tarrytown Village Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Administrator thereof, and it is further

RESOLVED, that the Village of Tarrytown hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within three years of commencing construction; and it is further

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RESOLVED, that the Tarrytown Village Administrator be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the Village of Tarrytown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Village Administrator, the following municipal titles: Commissioner of Public Works, Village Engineer, Village Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

I, _____, Clerk of the Village of Tarrytown, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the Village of Tarrytown, New York, this _____ day of _____, 2021

Clerk, Village of Tarrytown

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

Woodard & Curran Engineering and
Geological Services P.A. P.C.
800 Westchester Avenue | Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147

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March 17, 2021



Lou Martirano
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Re: SCADA Computer Upgrade Proposal

Dear Mr. Martirano:

Woodard & Curran Engineering and Geological Services P.A. P.C. (W&C) is pleased to provide the Village of Tarrytown with this proposal to upgrade the existing SCADA computer system. Our proposal includes procuring, configuring, and implementing new SCADA computer hardware, computer and SCADA software, and networking and security devices.

This proposal consists of background information and a scope of work that we recommend be done to assure the security, reliability, and integrity of the SCADA system.

BACKGROUND

Cybersecurity is a topic appearing in the news lately, especially associated with municipal SCADA systems. On February 5, 2021, unidentified cyber actors obtained unauthorized access to the SCADA system of a U.S. water treatment plant and attempted to manipulate the process. The attempt was detected early so no harm occurred, but many utilities now have heightened concern that they need to do something to improve their SCADA security. At Woodard & Curran we have developed cybersecurity solutions for various utility SCADA system situations, and these can be scaled to best fit a particular operation, while considering real risks and costs for the system.

The Village's existing SCADA computers are outdated using Windows 7 operating system (OS). The Windows 7 OS is no longer supported or updated by Microsoft, therefore vulnerabilities in the operating system are no longer being patched.

It is necessary to upgrade the SCADA software to support the upgraded Windows OS. Also, the SCADA system currently uses GE iFix Classic Historian. Support for this is at end-of-life with GE, plus Classic Historian is flat file priority storage. The latest Historian is GE Proficy Historian - a true database which allows connections from 3rd party applications (Excel for example) to download and view SCADA data. The database tools include increased options for management as well as data backup and recovery. An additional benefit is the historian will log alarms to the database to allow users to run queries against alarm history.

From a security perspective, the Village's existing equipment is outdated and does not include the latest security capability and threat definitions. The threat landscape is always changing, and Next Generation Firewalls (NGFWs) combine multiple security technologies including intrusion prevention, application visibility, and web security. They also include a connection to regularly receive updated threat definitions, so they are prepared to identify the latest known threats.

In addition, to better align with current best practices, we recommend a Demilitarized Zone (DMZ) be created to support Remote Access to the SCADA system. The DMZ will essentially act as a "middleman" between the SCADA system and the outside world. External users will remotely connect to the system via the VPN Tunnel but will be directed to the DMZ instead of passing straight through to the SCADA network. This ensures that no user connects from the outside and gains direct access to the SCADA system.

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SCOPE OF WORK

Woodard & Curran will perform the following tasks:

TASK 1 – Upgrade SCADA Computer and Software

Woodard & Curran will purchase the following materials and software license upgrades:

- One Dell SCADA computer
- One GE Proficy iFIX Unlimited Development HMI software with IGS Driver - bring license and driver into support and upgrade to the latest version
- One GE Proficy Historian – replace Classic Historian license with Proficy
- One WIN-911 Interactive – bring license into support and upgrade to the latest version
- One SyTech XL Reporter software – bring license into support and upgrade to the latest version

For implementation, Woodard & Curran will complete the following as part of this Task:

- Configure, set up and license a new SCADA PC including the software applications. The PC will be configured based on recognized security benchmarks, including the CIS Security Information Benchmarks, published by the Center for Internet Security (CIS). The configurations used in the SCADA PC will be customized to ensure the best performance based on the Village's specific SCADA system architecture
- Migrate the existing GE iFIX HMI screens and database to the new computer and convert to new revision
- Migrate GE iFix Classic Historian to Proficy Historian
- Migrate the existing WIN-911 configurations to the new computer and convert to new revision
- Migrate the existing XL Reporter configurations to the new computer and convert to new revision
- In-house testing of the newly configured computer and software prior to deployment.

For startup, Woodard & Curran will complete the following as part of this task:

- Install and test the new SCADA PC, followed by comparing and testing each of the screens to confirm functionality.
- The existing PC will remain active (but disconnected from the network) to ensure that historical data is copied correctly to the new PC.
- Decommission the existing PC and return equipment to the Village.

As part of this Task, Woodard & Curran will document the list of users with credentials for remote access, and credentials for HMI access.

TASK 2 – Increase Remote Access and VPN Tunnel Security

Currently remote access to the SCADA system is facilitated through a Virtual Private Network (VPN) tunnel, allowing staff to view the HMI application. The equipment that creates and maintains the tunnel (Dell SonicWall SOHO) has some firewall capabilities but does not contain antivirus detection or other "next-generation" security features. Under this task, Woodard & Curran will replace the SonicWall hardware with Palo Alto PA-220 hardware, which would then both provide the infrastructure for secure remote access to the SCADA system. The Palo Alto hardware is supported by subscription services for anti-malware, intrusion protection, URL filtering and application control, which keep the hardware current in terms of the latest threats.

Remote access would be facilitated by an SSL VPN session, with user-based access to specified assets using specific protocols. For added security, the VPN would require two-factor authentication (Duo service), requiring users to possess their mobile device in addition to their password.

Firewalls are not “plug and play” devices, as they contain sets of rules that govern what traffic (in or out) is permitted and what traffic is blocked. The firewall rules will be customized to fit the specific needs of the Village and reviewed regularly as part of our ongoing maintenance contract with the Village to ensure they are still effective.

TASK 3 – Implement Demilitarized Zone (DMZ)

In order to better protect the SCADA system, there must be a layer of separation from the Internet in addition to the protection provided by the Palo Alto hardware. Under this task, Woodard & Curran will procure, configure, set up and license a new DMZ computer, including the software applications. The Palo Alto firewall will be setup in a DMZ architecture, wherein traffic is not allowed to pass directly between the Internet and SCADA networks, instead terminating in the DMZ. Any data or service that communicates between the two networks must be facilitated by an intermediary asset in the DMZ. The DMZ architecture, coupled with granular restriction of traffic, drastically reduces the attack surface of the site.

The DMZ will be configured with Jump Host capability. The Jump Host acts as the “landing point” for users accessing the system through the VPN firewall. The user will be able to launch applications based on their credentials to access the SCADA system. The Jump Host will be configured with Virtual Networking Computing (VNC) software to facilitate remote access.

TASK 4 – Implement Multi-Factor Authentication (MFA)

Current industry best practice for remote access to control systems requires the use of multi-factor authentication (MFA). Woodard & Curran will incorporate three users into our centralized user and access management software platform, Okta. Enrolling the Village’s users into Okta has several benefits. The first is providing multi-factor authentication. MFA provides a second level of security should a user’s login credentials be compromised. In addition to requiring login credentials, a user will also enter a scrolling code produced by an application on their phone. A bad actor, impersonating an authorized user, would not only require the user’s credentials, but also need to have access to the scrolling code on their phone in order to access the system. Another benefit of Okta is that Woodard & Curran Engineers can control the Village’s user accounts from a centralized portal. This allows us to deploy and enforce password strength policies while also being able to easily add or subtract users from the account in a timely manner. Lastly, enrolling in Okta allows Woodard & Curran engineers to securely access the SCADA system as part of our 24/7 SCADAServ support services.

ASSUMPTIONS / EXCLUSIONS

The following assumptions and understandings apply to the Scope of Services, and budget described herein, in addition to those assumptions and understandings described above.

- Unless otherwise state above, the SCADA software will be upgraded as is, that is, the existing HMI screens, database, alarm list, and reports will remain the same.
- This scope includes the cost to bring all SCADA software licenses current. These licenses typically expire in one year. This scope does not include the price for the annual renewals. This will be the responsibility of the Village or handled by Woodard & Curran via a separate SCADAServ Maintenance Agreement or Subscription Agreement. The estimated cost for this annually will be approximately \$4,000 and would be required starting in 2022.
- Note that the Palo Alto firewall annual subscriptions must be maintained in order to maintain functionality as well as the latest threat protection. This scope includes the cost of the subscription for one year, but not the annual renewals. The subscription cost for the firewall is approximately \$600 per year and is included in the \$4,000 in the previous comment.

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PROJECT BUDGET

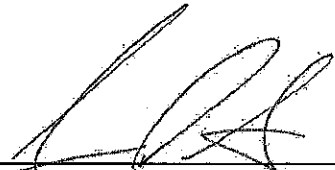
Woodard & Curran proposes to perform the work described above for the following fees. This work will be conducted in accordance with the attached Terms and Conditions.

Hardware, Software & Licensing	\$ 9,040
Programming, Startup & Training	<u>21,150</u>
TOTAL:	\$ 30,190

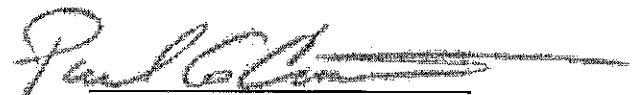
We appreciate the opportunity to provide this proposal for your consideration. If you have any questions, please do not hesitate to contact me at (914) 246-2931 or Paul Couture at (401) 484-6106.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.



Anthony G. Catalano, P.E., BSEE
Principal



Paul G. Couture, PMP
Senior Project Manager

ACC/cc

SEEN AND AGREED:

Date



WOODARD & CURRAN TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated March 17, 2021 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran Engineering and Geological Services, P.A. P.C. ("Engineer"), with an address of 800 Westchester Avenue, Suite N507, Rye Brook, NY 10573, and Village of Tarrytown ("Client"), with an address of One Depot Plaza | Tarrytown, NY 10591, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer's undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.

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4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 15% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the

suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the



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specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one 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 Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

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12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract



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documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to

personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard

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of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of New York.

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of New York, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)



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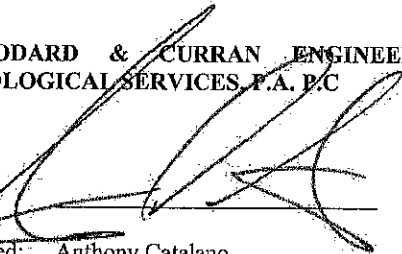
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

CLIENT:

**WOODARD & CURRAN ENGINEERING AND
GEOLOGICAL SERVICES, P.A. P.C**

VILLAGE OF TARRYTOWN

By: 
Printed: Anthony Catalano
Title: Principal

By: _____
Printed: _____
Title: _____

Thereunto duly authorized
Date: March 17, 2021

Thereunto duly authorized
Date: _____

