# VILLAGE OF TARRYTOWN BOARD OF TRUSTEES WORK SESSION 6:00 P.M. WEDNESDAY, SEPTEMBER 28, 2016 Tarrytown Village Hall One Depot Plaza, Tarrytown, New York

#### **Board of Trustees Concerns**

#### Open Session

- 1. Naming of Recreation Center
- 2. Painting of Senior Center
- 3. Senior Center Mechanical System Improvements
- 4. Zoning Single Family Homes
- 5. Zoning Lapse Provision
- 6. Financial Advisory Services Agreement
- 7. RFP Ramp E
- 8. Fire Department Membership Changes

#### **Executive Session**

- 1A. DPW Personnel
- 2A. Parks and Recreation Advisory Council
- 3A. Building Inspector



## Peter Gisondi & Co., Inc.

#### PAINTING CONTRACTORS

11 HARDING AVENUE · WHITE PLAINS · NEW YORK 18606-1305 PHONE 914-948-2023 • FAX 914-948-0653

MEMBER:
BUILDING CONTRACTORS ASSOCIATION &
BUILDING ENSTRUCTORS ASSOCIATION &
THE Mio-Houson Regues

> FINISHING CONTRACTORS ASSOCIATION OF AMERICA.

PARATHER AND DECORATING CONTRACTORS OF AMERICA

#### PROPOSAL

TO DATE	Michael Biau	Fax: 914-909-1208	E-MAIL	pjgisondi@petergisondi.com
	9-9-16 Phone:914-631-1785		FROM	PETER GISONDI JR
EMAIL	mblau@tarrytowngov.com		CELL	914-490-8903
COMPA	NY NAME	Village Of Tarrytown,	– One Depot Pla	aza Tarrytown , NY 10591
Project & Location:		Tarrytown Senior Center: 240 West Main Street Tarrytown NY		
Misalliance info		Pricing as follows, Owner is requesting complete removal & reinstalling		
		Of Gutters & Leaders.	Color changes	to match the new Recreation building
		Selected colors , Body: H	IC98 Trim :H0	C85 .Two coats of material
	SE BID \$	11,000.00 *Add \$4,500.0	0 for gutter&l	leaders labor if needed . \$ 15,500.00
Tota				
Labor needed for project to Powerwash ,prepare & finish building Price \$ 7,90				sh building Price \$ 7,900.00
	*ADD :Labo	r needed for project to remo	ve & reinstall	Gutters & Leaders. Price \$ 4,500.00
	3	COTE: STATE AND CITY TAX W	VILL BE ADDED	), IF APPLICABLE
Scope of V As scope		7-16 complete building as list	ted . At our sit	e visit 9-8-16 we reviewed the removal
& reinsta	lling of the gut	ters & leaders .the gutters ar	e sealed at the	seams &corners . removals could
				nke boards behind the gutters but
Can be fi	nish coated wh	at is visible without removing	the gutters; T	The leaders can be removed safely.
Exclusions	S:			



Mr. Michael S. Blau Tarrytown Village Administrator One Depot Plaza Tarrytown, NY 10591

Re: MEP alterations to Senior Center

Dear Mr. Blau:

We appreciate the opportunity to provide engineering services for this project.

The enclosed agreement reflects our understanding of the project requirements, and our terms of service.

Please review the agreement, if acceptable, sign and return a copy with the interim payment, for us to proceed with the project.

We look forward to working with you.

Very truly yours,

COLLADO ENGINEERING, P.C.

Albert Collado, P.E., CEA

Enclosure AC/ac



The parties to this agreement are Village of Tarrytown (Client) and COLLADO ENGINEERING, P.C. (CE).

#### 1. Our Understanding of the Project:

The project consists of the modification of the building's mechanical, electrical, plumbing and fire protection (MEP) systems, as recommended in the Condition survey completed late last year, dated October 19, 2016. We understand the village has received funding to address all the recommendations in the report; including but not limited to:

- Replacement of existing boiler and pumps.
- Replacement of Administration area air conditioner.
- · Addition of hot water coil in meeting room air handling unit.
- Extending new natural gas service into the building and to all gas burning appliances.
- · Retrofitting propane burners for natural gas.
- Installation of new properly sized high efficiency water heater.
- Installation of temperature maintenance system.
- Upgrade lighting and lighting controls.
- Modify electrical system to supply entire building with stand-by power.
- · Replace fire alarm panel and connect to central station.

Included in the project fee is the production of AutoCAD background drawings for the project work area; from existing paper prints, not from a physical survey. If the Village cannot provide accurate prints of the work areas, and the services of an architect are required, to produce backgrounds, the cost will be handled as a reimbursable expense.

CE will deliver to the Village technical drawings and specification describing the required work for inclusion into the Villages Bid Package.

It is understood that beyond the design phase, the successful completion of the project is dependent in the proper execution of the design. To that end, the client and CE will pre-qualify all contractors and their sub-contractors prior to allowing them to submit a bid. It is further agreed that shop drawings and submittals are an essential part of the processes and that such requirements will be strictly enforced, for the best outcome of the project.

An unqualified or non performing contractor will necessitate additional support which is not anticipated in this agreement. The client acknowledges that under those situations the engineer will occur additional costs, and is entitled to additional compensation, which the client may choose to back charge to the contractor.

CE will be provided with the front end following information:

#### 2. Scope of Our Work Under this Agreement:



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#### A. Design Services:

- 1) Meet with client to develop a clear understanding of the project goals and the client's desires.
- 2) Prepare heating and cooling load calculations
- Develop backgrounds from print furnished by the Village
- 4) Coordinate extension of new gas line and installation of generator.
- 5) Prepare bid documents, plans and specifications, for the HVAC; Plumbing; Sprinkler and Electrical systems, including emergency standby power, smoke/carbon dioxide detection and alarm.
- Review bidders list.
- 7) Evaluate contractors' bids for work designed by CE.

#### B. Services During Construction:

- 1) Respond to contractors' request for information, and interpretation of documents.
- 2) Review requested shop drawings, as submitted by the contractor.
- 3) Make periodic site visit to meet with contractor, observe the progress of the work and conformance to design documents.
- 4) Perform field observation visit, at substantial completion, and prepare a written punch list for work to be completed by the contractor.

#### 3. CE's Engineering Services:

CE will provide electrical, HVAC, plumbing, and fire protection consulting engineering services.

#### 4. Fees and Payments:

A. Based on the above understanding of the project and scope of services, CE's fee will be the lump sum of \$32,000. Billing will be monthly, in proportion to the work completed.

Should the above understanding change, the fee is subject to renegotiation.

B. Compensation for Changes and Additional Services:



Re: MEP alteration to Senior Center

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If there are changes approved by you to work we already completed or if you authorize additional scope under this agreement, we will be compensated on a time card basis at our standard hourly rates.

Principal	\$275.00
Associate	\$240.00
Senior Engineer	\$210.00
Engineer	\$175.00
Jr. Engineer/Designer	\$125.00
Cadd Operator	\$80.00
Clerical	\$80.00

#### C. Interim Payments:

An advance payment of \$3,000 is due, at the signing of this agreement, to commence work. Thereafter, payments will be made on a monthly basis.

#### D. Timely Payments:

Payments are due upon presentation of invoices. If payment is not received within 30 days CE reserves the right to suspend work. CE will be held harmless for any and all costs resulting from CE's suspension of work. If payment is not received within two weeks of CE's suspension of work, CE shall have the right to terminate services with no additional notice.

#### 5. Reimbursable Expenses:

CE will be compensated at 1.10 times the cost of out of pocket expenses for document reproduction, plotting, messengers, overnight mail, travel / transportation, etc.

If outside services or consultants (such as acoustical, structural, architectural, cost estimating) should be required, CE will bill their services at 1.10 times our cost. Your written authorization will be requested prior to retaining any outside services or consultant.

#### 6. Hidden Conditions at the Project Site:

The project is a renovation of an existing structure and it is impossible to anticipate all problems that may arise in connection with the project until full exploratory testing can be performed during the course of construction. While CE shall seek to determine any problems that might arise, it is impossible to anticipate all hidden conditions, which might be uncovered once construction begins. In the event such unanticipated or hidden conditions are uncovered, CE shall immediately notify the Client. Any additional design costs attendant to such conditions shall be treated as an additional service.



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#### 7. Hazardous and Toxic Materials:

This project may uncover hazardous or toxic materials or pollutants, including, but not limited to asbestos, asbestos related materials and PCBs. Notwithstanding any provisions in the agreement to the contrary, CE and its consultants are not responsible for the performance of any services in connections with or related to such materials. The Client hereby agrees to retain an expert or experts to arrange for the prompt identifications of, and/or removal or treatment of such materials identified during the course of the project and to indemnify and hold harmless the Engineer and its principals, employees, agents and consultants from any claims, damages, losses, demands, lawsuits, causes of action, injuries, or expenses, including reasonable counsel fees, incurred by CE arising out of, as a consequence of, or in any way related to, the existence of such material on the project.

#### 8. Use of Drawings, Specifications and Reports:

Drawings, specifications and reports prepared by CE are instruments of professional services to be used only by you for the project described in Paragraphs 1., and 2., above, and not for any other purpose. If you permit CE's drawings, specifications or reports to be used for any other purpose, you agree to indemnify and hold CE harmless against all damages, claims and losses, including defense costs arising out of any reuse without written authorization of CE, including reasonable attorney's fees.

#### 9. Disputes:

Any controversy between parties to this agreement concerning this agreement, or any portion thereof, or arising out of the work performed or to be performed pursuant thereto, or otherwise in connection with the construction contemplated, shall be submitted for determination to the Supreme Court of the State of New York, pursuant to the New York Simplified Procedure for Court Determination of Disputes, Section 3031, et seq. CPLR of the State of New York. The execution of this agreement by a party shall constitute consent of said party to the jurisdiction of the Supreme Court of the State of New York, County of New York. This agreement shall be construed under New York law and the rights and obligations of the parties shall be governed thereby.

#### 10. Governing Law:

This agreement shall be in all respects subject to and construed in accordance with the law of the State of New York.

#### 11. Relationship Between The Parties:

It is understood that CE is an independent contractor and that its professional relationship with you shall terminate for this specific project at such time as a final invoice is delivered to you, and payment is made in full. This shall not be construed to limit any remedies or rights you may have at law or in equity arising out of CE's performance of services under this agreement.



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#### 12. Limitation Of Liability:

It is agreed that CE's liability to you for CE's professional negligent acts, errors or omissions, shall not exceed the total fees paid.

#### 13. Termination:

This agreement may be terminated by either party upon not less than 14 days written notice should the other party materially breach this agreement or fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. The Client's failure to pay CE any monies due pursuant to CE's invoices for more than 60 days after date of such invoice(s) shall be deemed a material breach of this Agreement. In the event of termination not the fault of CE, CE shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

#### 14. Period of Service:

Notwithstanding any other provisions of the agreement, if the services covered by this agreement have not been completed within 8 months of the date of this agreement through no fault of the engineer, CE reserves the right to renegotiate the fee.

#### 15. Successors and Assigns:

The Client and CE, 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 other party with respect to all covenants of this agreement. Neither the Client nor CE shall assign, encumber, pledge, sublet or transfer any interest in this agreement without the written consent of the other.

#### 16. Notices:

Notices required pursuant to this agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested as follows:

If to the Client:

Mr. Michael S. Blau

Tarrytown Village Administrator

One Depot Plaza Tarrytown, NY 10591

If to CE:

Mr. Albert Collado, P. E., CEA COLLADO ENGINEERING, P.C.

2 Holland Avenue

White Plains, NY 10603

#### 17. Enforceability:



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In the event that any term of provision or part thereof of this agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision or part thereof shall be deemed severed from this agreement and the remaining term(s) and provision(s) shall remain unaffected thereby.

#### 18. Third-party Claims:

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CE.

#### 19. Interpretation:

The language in this agreement shall be construed according to its customary meaning within the building industry in the City of New York. Whenever used, the singular numbers shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. In all instances where a number of days are stated, such days shall be considered "calendar days" unless otherwise expressly set forth to the contrary.

#### 20. Force Majeure:

CE shall not be responsible for the consequences of acts of God (such as tornado, flood, hurricane, etc.); the Client's local consultant(s), engineer(s) cost consultant of contractor's (and their respective agents', employees' and subcontractors') acts, omissions to act, or failures to timely act; strikes, lockouts, or other labor disturbances; riots, insurrections and civil commotions; embargoes; shortage or unavailability of materials, supplies, labor, equipment and systems; sabotage; vandalism; the requirements; orders or judgments; and any other similar matters beyond the reasonable control of CF.

#### 21. Extent of Agreement:

This proposal is valid for 30 days, unless executed and the interim payment made. This agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it. All understandings heretofore had between us are merged in this agreement, which alone fully and completely expresses their agreement. This agreement may be amended only in writing, if agreed to by both parties.

#### AGREED TO BY:

COLLADO ENGINEERING, P.C.	Accepted by: Village of Tarrytown Auth. Rep: Print name:
Albert Collado, P.E. CEA	Signature: Date:

AC/ac

#### **REQUEST FOR PROPOSALS**

## EVALUATION OF PERMANENT CLOSURE OF RAMP TO TAPPAN ZEE BRIDGE TARRYTOWN, NEW YORK

#### INTRODUCTION.

The Village of Tarrytown, New York, is seeking proposals from qualified traffic and/or transportation planning/engineering consulting firms to evaluate whether the Village of Tarrytown should officially request the permanent closure of the ramp from southbound Route 9 (South Broadway) to the westbound Tappan Zee Bridge (New New York Bridge). The ramp to be evaluated is known as Ramp E and was closed in December 2014 as part of the construction of the New New York Bridge project. Ramp E is scheduled to be reopened at the completion of the bridge construction project and the Village believes that the concept of permanently closing the ramp should be analyzed to determine whether the Village Board of Trustees, as the policy making body of the Village, should officially request that the ramp be permanently closed. The evaluation completed by the firm selected by the Village pursuant to this Request for Proposals shall serve as the basis for that request by the Village and will be submitted to the New York State Thruway Authority in support of such a request.

#### **GENERAL INFORMATION.**

The Village of Tarrytown is located at the eastern terminus of the Tappan Zee Bridge. Prior to the closure of the entrance ramp to the bridge that is the subject of this RFP, there were two entrance ramps to the bridge within the boundaries of the Village of Tarrytown. The ramp to be evaluated provides direct access to the Tappan Zee Bridge from southbound State Route 9 (South Broadway). The second entrance ramp is located on State Route 119 (White Plains Road) with direct access to the ramp at a signalized intersection. Vehicles traveling both east and west on Route 119 have direct access to the ramp to the Tappan Zee Bridge. In December 2014, Tappan Zee Constructors, the contractor constructing the new bridge closed the ramp from southbound Route 9 as part of the construction project. Other than the temporary reopening of the ramp during the 2014 holiday season at the end of December 2014 and beginning of January 2015, the ramp has remained closed to traffic. In order for southbound Route 9 traffic to access the bridge, the traffic must travel through a jughandle at the intersection of Routes 9 and 119 and travel eastbound on Route 119.

The new Tappan Zee Bridge will include a pathway on the north side of the northern span known as the "Shared Use Path". The path will be available to both pedestrians and bicyclists to walk, run or ride across the bridge. The Shared Use Path will land at location just to the north of the ramp to be evaluated and this path will add both pedestrian and bike traffic to the area where the ramp connects to Route 9.

#### SCOPE OF SERVICES.

The selected consulting/engineering firm shall evaluate the positives and negatives associated with the permanent closure of the ramp from southbound Route 9. The evaluation shall include the positives and negatives associated with the following:

- Vehicular Traffic (both cars and trucks)
- Bicycle Traffic
- Pedestrian Traffic

Consultant shall collect traffic data at various sites sufficient to evaluate the impacts of the ramp closure. Consultant shall analyze the data, extrapolating for future traffic volumes at the entrance ramps that service the bridge and the impact on overall traffic in the Village. The consultant shall meet with staff that the consultant believes may provide information pertinent for the evaluation study. At the very least, the consultant shall meet with representatives from the Tarrytown Police Department, the Tarrytown Fire Department and the Tarrytown Volunteer Ambulance Corps.

The consultant shall meet with the Board of Trustees to review the draft results and recommendations of the evaluation study. Should the Board of Trustees pose questions and the answers thereof require inclusion in the evaluation study, the study document shall be modified to include the information/answers. The consultant shall meet with the Board for a second time (should the Board of Trustees so decide) for a final presentation of the results and recommendations of the evaluation study. Based thereon, it is anticipated that there will be no more than two (2) meetings and/or presentations with the Board of Trustees.

### INFORMATION TO BE INCLUDED IN RESPONSE ABOUT PROPOSER.

- Letter of Transmittal
- Individual or Firm brochure/description.
- Listing of municipal clients for whom you or your firm has performed work similar to that described in this RFP. If an individual, resume of proponent and experience.
- Narrative of Project Understanding: A brief discussion, not to exceed three (3) pages, in whatever detail is necessary to demonstrate an understanding of this project and the proponent's design approach and philosophy to the project.
- Experience: A detailed summary of the proponent's experience with similar projects, including samples of completed work
- Staff Plan: An identification of staff who will be assigned to this project, their backgrounds and experience and their areas and levels of responsibility. Resumes of all proposed project personnel should be included.

- References: Proponents must provide a minimum of three (3) letters of reference sufficiently detailed to include names, titles, addresses and telephone numbers as to allow the Village to contact these references. Please request that all letters are sufficiently detailed to indicate the type of work undertaken, the work product developed and the services provided. References should be from recent recipients of the proponent's services (within the past three [3] years).
- Project Schedule: A proposed project schedule must be provided for completion of the work, identifying benchmarks and interim progress reports.
- Cost Proposal. The cost proposal shall be a lump sum proposal for the services.
  Proponent shall state all assumptions included in the lump sum proposal, including but
  not limited to the number of meetings anticipated with staff hourly costs of all personnel
  involved to provide services associated with this RFP. The Village reserves the right to
  negotiate fees and payment schedules with the selected proponent.

#### THE PROCESS.

Village staff will be evaluating the proposals and submitting the names of three consultants to the Board of Trustees, which proposals the staff believe serves the best interest of the Village. The Board of Trustees will review the proposals and determine whether they want to invite any or all of the recommended consultants in for an interview. The Village reserves the absolute right to base its selection on any criteria it deems appropriate for the selection process or to reject all responses to the Request for Proposals.

#### **QUESTIONS.**

Questions regarding this RFP should be directed to Michael Blau, Village Administrator at 914-631-1785 or mblau@tarrytowngov.com.

#### **SUBMISSIONS.**

Nine (9) copies of each proposal must be transmitted to:

Village Administrator Village of Tarrytown One Depot Plaza Tarrytown, New York 10591

One copy of the proposal should be loose to enable copies to be made of the proposal.

#### PROPOSAL DEADLINE.

The Village Administrator must receive responses to this Request for Proposals no later than 3:00 p.m., September 16, 2016. Should no one be present at the Village Administrator's Office, the proposal can be handed in to the Village Engineer/Building Inspectors Office. The proposals will not be opened publicly. Packages containing proposals shall be sealed, bearing on the outside the proponent's name and address and plainly marked "Evaluation of Permanent Closure of On-Ramp to Tappan Zee Bridge". Any proposal received after the time stipulated will not be considered and will be rejected.



1075 Route 82, Suite 4 Hopewell Junction, NY 12533 Phone: 845-227-8678 bferguson@capmark.org

#### FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into for the period September 1, 2016 through May 31, 2018 year by and between the Village of Tarrytown ("Client") and Capital Markets Advisors, LLC ("Advisor"), a limited liability company created under the laws of the State of New York and having its principal place of business at 1075 Route 82, Suite 4, Hopewell Junction, NY 12533.

#### Section 1 Financial Advisory Services

Advisor will provide the following services in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, deficit notes and budget notes (the "Issue"), undertaken by Client during the term of this Agreement.

- 1.01 Prepare a plan of financing which will include Advisor's analysis and recommendations to Client regarding funding requirements, structuring alternatives, marketing, method of sale (competitive, negotiated or private placement), security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which Client and Advisor agree should be included in the plan of financing.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue.
- 1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation and verify underwriter's compensation.
- 1.07 Assist Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.

#### Section 2 Compensation

2.01 For Advisor's performance of services on behalf of Client as described in sections 1.01 through 1.08 hereof, Advisor's fee will be as follows:

For a competitively-sold bond issue: a base fee of \$10,250 for issues up to \$10 million, plus \$.50 per \$1,000 of bonds issued over \$10 million

For preparation of project schedules: a fee of \$50 per schedule, fund schedules do not carry a separate fee and are included

For note issues: a base fee of \$5,100, for issues up to \$5 million, plus \$.25 per \$1,000 of notes issued over \$5 million

For Term Sheet note issues (No OS): \$3,000

For capital lease issues: a base fee of \$6,500 plus \$.50 per \$1,000 of lease issued

For Full continuing disclosure: \$2,500 annually, inclusive of any required Material Event Notices

For services unrelated to a bond issuance an hourly fee of \$175 per hour.

- 2.02 For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

#### Section 3 Term of Agreement

The term of this Agreement shall be through the fiscal year ending May 31, 2018.

#### Section 4 Disclosure

Advisor does not assume the responsibilities of Client, nor the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of financing documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing

in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

#### Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

#### Section 6 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

Buch J. Jurgusm

Beth A. Ferguson
Vice President

VILLAGE OF TARRYTOWN, NY

By: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_

Title: \_\_\_\_\_\_