

WESTCHESTER JOINT WATER WORKS

Pre-Meeting Packet

For

Tuesday, February 8, 2022 at 3:30 p.m.

Board Meeting

-Revised-

NOTICE OF MEETING

WESTCHESTER JOINT WATER WORKS BOARD OF TRUSTEES MEETING

A virtual only Westchester Joint Water Works Board of Trustees Meeting has been scheduled for:

DATE: February 8, 2022

DAY: Tuesday

TIME: 3:30 p.m.

LOCATION: Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, NY 10543

In light of the ongoing statewide health emergency and in keeping with WJWW's goal of protecting public health and safety, the Board of Trustees meeting will be conducted **[100% virtually] [using a hybrid format using virtual technology]** which will comply with Chapt.147 of the Laws of 2021, as extended by Chapter 1 of the Laws of 2022. As a result, the public will not have the opportunity to attend the meeting in-person; instead, all interested parties may observe or listen using a web-based videoconferencing service by: (i) typing "join.zoom.us" on your web browser and entering the Meeting ID 929 1306 4695 and Passcode 002934; or (ii) using the direct link <https://zoom.us/j/92913064695?pwd=eVV5VGRzMFRQwRGx6MnZQazVVaklJdz09>; or (iii) dialing the one-tap phone number 929-205-6099.

If you have any questions, please call (914) 698-3500, extension 610.

WESTCHESTER JOINT WATER WORKS
1625 Mamaroneck Avenue, Mamaroneck, NY 10543

BOARD OF TRUSTEES MEETING AGENDA

-REVISED-

Tuesday, February 8, 2022 at 3:30 p.m.

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I. INTRODUCTIONS

II. APPROVAL OF MINUTES

- January 25, 2022 Board Meeting

III. FINANCIAL REPORTS AND APPROVALS

- Bank Balances
- Approval of Claims
- General Administration

IV. OLD BUSINESS

- Rye Lake Filtration Plant
 - o SEQR Update
 - o Approval of Air Quality Consulting Services Proposal – AKRF, \$4,250
- Project, System Maintenance and Operational Updates

V. MANAGER'S REPORT

VI. NEW BUSINESS

VII. CONSIDERATION OF EXECUTIVE SESSION

VIII. DATE OF NEXT MEETING - TBD

WESTCHESTER JOINT WATER WORKS

Board of Trustees Meeting

Tuesday, January 25, 2022 at 3:30 p.m.

Present:

- Trustees: Thomas Murphy (in-person), Richard Dionisio (in-person), Jaine Elkind Eney (via videoconferencing)
- Lori Lee Dickson, General Counsel (via videoconferencing)
- David Birdsall, Business Director (via videoconferencing)
- Frank Arcara, General Superintendent (via videoconferencing)
- Jacqueline Briggs, Assistant Civil Engineer (via videoconferencing)
- Zach Wasp, Assistant Civil Engineer (via videoconferencing)

Approval of Minutes

Trustee Dionisio made a motion to approve the minutes of the January 11, 2022 Board meeting. Trustee Elkind Eney seconded the motion, all in favor:

Trustee Murphy	"aye"
Trustee Dionisio	"aye"
Trustee Elkind Eney	"aye"

Financial Reports and Approvals

David Birdsall, Business Director, reviewed bank balances and presented claims to the Board highlighting significant items, among them: Member Municipality Sewer Rents (2021-4Q), Payroll Costs, Rye Lake UV Facility Project - Progress Payment (Filingeri Electrical), Distribution System Materials (Carmel Winwater), and Rye Lake Filtration Plant Project – SEQR Consulting Services (Nelson Pope Voorhis).

Approval of Claims: Trustee Dionisio made a motion to approve 104 claims totaling \$1,226,101. Trustee Elkind Eney seconded the motion, all in favor:

Trustee Murphy	"aye"
Trustee Dionisio	"aye"
Trustee Elkind Eney	"aye"

General Administration: No General Administration to discuss at this time.

Old Business

- Rye Lake Filtration Plant:
 - SEQR Update: Lori Lee Dickson, General Counsel, shared that there were no substantive updates to present, but that WJWW consultants are continuing to gather and assess field

data for chapters that will be incorporated into the DEIS, which is expected to be completed in the first quarter of this year.

A proposal from B. Laing Associates Environmental Consultants was presented to the Board for additional noise analysis, in the amount of \$2,420.00. The additional analysis was recommended by WJWW consultants reviewing the DEIS chapters and is specifically related to noise during the construction phase of the project. Trustee Dionisio made a motion to approve the B. Laing Associates Environmental Consultant proposal for supplemental noise analysis, in the amount of \$2,420.00. Trustee Elkind Eney seconded the motion, all in favor:

Trustee Murphy	“aye”
Trustee Dionisio	“aye”
Trustee Elkind Eney	“aye”

- Project, System Maintenance and Operational Updates: Frank Arcara, General Superintendent, explained that there were no project updates to report on, but provided the following system and operating updates:
 - ELQ performed 7 water main repairs and 2 service line renewals. WJWW crews performed one valve replacement and 2 valve repairs. In the Operations Department, a total of approximately 70 samples were taken and all came back within normal ranges.

Manager's Report

No Manager's Report at this time.

New Business

- Operations Technical Assistance & SCADA Service Contract: David Birdsall, Business Director, and Frank Arcara, General Superintendent, reviewed a Woodard & Curran Engineering proposal for the annual Operational Technical Assistance and SCADA Services contract, in the amount of \$95,000. The SCADA system allows WJWW staff to monitor, in real time, the overall system and infrastructure, and provides data related to flow rates, pressures, temperatures, tank heights and chemical residuals. It also provides the ability for staff to control the settings on pressure regulators, pumps, and tanks. The proposal being presented for Board approval is related to normal operation updates, technical assistance and any general maintenance issues that come up throughout the year. Following review and discussion, Trustee Dionisio made a motion to approve the Woodard & Curran Operations Technical Assistance & SCADA Service proposal, in the amount of \$95,000. Trustee Elkind Eney seconded the motion, all in favor:

Trustee Murphy	“aye”
Trustee Dionisio	“aye”
Trustee Elkind Eney	“aye”

- Woodard & Curran Engineering Services Proposal for the Westchester Avenue SUEZ Connection Control Valve into the WJWW SCADA System: Approval of a Woodard & Curran Engineering Services proposal for the integration of the new Westchester Avenue SUEZ control valve into the WJWW SCADA System, in the amount of \$50,700, was requested. This project is necessary so that WJWW can start to get meter reads for water usage as opposed to relying on SUEZ, who has historically provided this information. This project will also allow WJWW to monitor that area of the system and to be able to control flows through SCADA. Trustee Elkind Eney made a motion to approve the Woodard & Curran Engineering Services proposal, in the amount of \$50,700. Trustee Dionisio seconded the motion, all in favor:

Trustee Murphy	"aye"
Trustee Dionisio	"aye"
Trustee Elkind Eney	"aye"

- H2M Engineering Services Proposal for Additional Engineering Services for Rye Lake UV Facility: Approval of a proposal from H2M for additional engineering services for the Rye Lake UV Facility, in the amount of \$171,205, was requested. This incremental increase is related to on-site construction inspection costs. Originally, WJWW staff was to provide oversight, but because of the complexity of this project, significant design changes and more regulatory coordination with NYCDEP and WCDOH, it was determined that an engineering consultant was needed to provide full-time, on-site construction inspection services and to oversee other items that arose outside of the original scope of work. David, Birdsall, Business Director, shared that of the \$171,205, approximately \$80,000 of that total increase is related to this construction inspection work and that these changes were driven by WJWW and not from the consultants. The previous amount of the contract \$454,200 is now revised to \$625,405. Trustee Murphy made a motion to approve the H2M Engineering services proposal for additional engineering services for the Rye Lake UV Facility, in the amount of \$171,205. Trustee Elkind Eney seconded the motion, all in favor:

Trustee Murphy	"aye"
Trustee Dionisio	"aye"
Trustee Elkind Eney	"aye"

Executive Session

No Executive Session was needed at this time.

Date of Next Meeting

The next Board of Trustees meeting is scheduled for Tuesday, February 8, 2022 at 3:30 p.m.

With no further business to discuss, Trustee Elkind Eney made a motion to adjourn the meeting. Trustee Dionisio seconded the motion:

Trustee Murphy	"aye"
Trustee Dionisio	"aye"
Trustee Elkind Eney	"aye"

The meeting adjourned at 4:00 p.m.

WESTCHESTER JOINT WATER WORKS										
REPORT OF BANK ACCOUNT BALANCES WITH STERLING NATIONAL BANK										
JANUARY 1, 2022 TO FEBRUARY 8, 2022										
ACCOUNT	Interest Rates	01/11/22	01/25/22	02/08/22						
GENERAL FUND	0.030	4,705,015	3,976,460	3,134,372						
MONEY MARKET	0.080	1,207,935	1,208,044	1,208,122						
CONSUMER DEP	0.030	761,109	767,000	782,016						
CAPITAL FUND	0.000	0	0	0						
TOTALS:		6,674,059	5,951,504	5,124,510						

[illegible]

[illegible][illegible]

**WESTCHESTER JOINT WATER WORKS
GENERAL FUND ACCOUNTS
TUESDAY, FEBRUARY 8, 2022**

CASH BALANCE IN STERLING NATIONAL BANK:

GENERAL FUND	2/1/2022	\$	3,721,996.35
MONEY MARKET	2/1/2022	\$	1,208,121.89
TOTAL:		\$	4,930,118.24

NET ACTIVITY: FROM 2/1/2022 TO 2/8/2022
STERLING NATIONAL BANK

\$ (587,624.64)
\$ (587,624.64)

CASH AVAILABLE TO PAY CLAIMS:

GENERAL FUND:	2/8/2022	\$	3,134,371.71
MONEY MARKET	2/8/2022	\$	1,208,121.89
TOTAL:		\$	4,342,493.60

LESS: UNAPPROVED CLAIMS: \$ (1,370,954.26)
OUTSTANDING CHECKS PRIOR PERIODS: \$ (217,376.09)

CASH BALANCE AFTER PAYING CLAIMS: \$ 2,754,163.25

CLAIMS PAYABLE:

DATE	FROM	TO	
25-Jan-22	2201166	220186	\$ 65,820.43
Check Nos.	63997	64017	
2-Feb-22	2202001	2202049	\$ 555,919.56
Check Nos.	64018	64066	
3-Feb-22	2202062	2202113	\$ 749,214.27
Check Nos.	64067	64118	

TOTAL CLAIMS PAYABLE: \$ 1,370,954.26

PAYROLL CLAIMS

(ZERO BALANCE CHECKING ACCOUNT)

DATE	FROM	TO	
22-Jan-22	2201187	2201191	\$ 66,446.97
Check Nos.	2301	2301	
29-Jan-22	2202055	2202061	\$ 63,561.23
Check Nos.	2302	2302	

TOTAL PAYROLL CLAIMS: \$ 130,008.20

TOTAL ALL CLAIMS: \$ 1,500,962.46

Prepared by: _____ David Birdsall, Business Director

Submitted by: _____ David Birdsall, Business Director

Approved by: _____ Thomas Murphy, Chairperson
Board of Trustees

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002202001	AIRGAS, INC	220.42	(4) CYLINDERS LEASE/DISTRIBUTION
002201166	ADP, INC.	1,906.56	2021 P/E 12/25/21 PROCESSING CHARGES/PAYROLL
002201167	ROBERT HALF	720.06	P/E 1/21/22 TEMP EMPL L.VIGODA
002201168	ROBERT HALF	655.60	P/E 1/21/22 TEMP EMPL T.NUNEZ
002202002	ROBERT HALF	590.04	P/E 1/28/22 TEMP WORKER CALEN MCCLEAN
002202003	ROBERT HALF	834.62	P/E 1/28/22 OFFICE TEMP LINDSAY VIGODA
002202004	A&R CONCRETE PRODUCTS,	840.76	A1374 JOINT OSBORNE RD PRV /LADDER,MTD,POST
002202005	ASAP INC	75.15	2021 12/20/21 SHIPPING SPIRE METERING;SCHNEI
002202006	AUTODESK, INC	8,480.00	(4) ARCHITECTURE ENG & CONSTRUCTION COLLECTION
002202062	CARMEL WINWATER WORKS	250.00	2021 (10) S LINK SEAL
002202063	CARMEL WINWATER WORKS	6,250.00	A1378 JOINT WEAVER ST PUMP STATION PRV MOD/ 2021
002202064	CARMEL WINWATER WORKS	660.00	2021 (24) LS 400-S LINK SEAL
002202065	CARMEL WINWATER WORKS	780.00	(4) 2X36 RED BRASS NIPPLE /INVENTORY
002202066	CARMEL WINWATER WORKS	8,370.00	RED BRASS NIPPLE/VARIOUS/INVENTORY
002202067	CARMEL WINWATER WORKS	1,140.00	(4) 6X15 HYMAX CLM /INVENTORY
002202068	CARMEL WINWATER WORKS	2,225.00	2021 TRANSITION COUPLINGS,REPAIR CLAMP/INVENTORY
002202069	CARMEL WINWATER WORKS	3,710.00	A1374 JOINT OSBORNE RD PRV /2021 PIPE,FLX MJ
002202007	CITY OF YONKERS RED LI	65.00	PVB TICKET#r12200032804/RED LIGHT YONKERS/BE4677
002201169	CITY OF YONKERS	7,012.00	2021 APRIL 21 MONTHLY BACTERIOLOGICAL SAMPLES
002202008	CON EDISON GARAGE	4,460.62	12/20/21-1/21/22 GAS HEAT GARAGE
002202009	CONNECTICUT BUSINESS S	98.33	10/19/21-1/18/22 CONTRACT OVERAGE CH/XEROX
002202010	CONCRETE EXPRESS OF NY	12,039.25	2021 K-CRETE FOR ROAD REPAIRS T/M & T/H
002201170	CON EDISON -PRV DISTR	48.69	12/17/21-1/19/22 ELECTRICITY STRATTON RD PUMP
002202011	CON EDISON -PRV DISTR	309.02	12/20/21-1/21/22 PRV TIMBER TRAIL/ELECTRICITY
002202012	CON EDISON -PRV DISTR	34.11	12/21/21-1/21/22 ELECTRICITY 160A OSBORNE RD
002202013	CON EDISON -PRV DISTR	361.27	12/21/21-1/21/22 ELECTRICITY PRV 1 ANDERSON HILL
002202014	CON EDISON -PRV DISTR	63.15	12/20/21-1/21/22 ELECTRICITY PRV PURITAN RD
002202015	CON EDISON -PRV DISTR	153.63	12/21/21-1/24/22 ELECTRICITY 676 PURCHASE ST PUMP
002202016	CON EDISON	1,112.28	12/20/21-1/21/22 GAS OFFICE HEAT
002202017	CON EDISON	85.97	12/21/21-1/21/22 ELECTRICITY 1ST. PRV
002202018	CON EDISON	119.02	12/21/21-1/21/22 ELECTRICITY 1200 MAMARONECK PRV
002202019	CORE & MAIN LP	19,320.00	3/4 25' 3WPE 100CF/1 PERL.01CF 3-TERM SCREW
002202020	CORE & MAIN LP	75,640.00	(405) 510M S/POINT M2;(205)510 M S/POINT
002202021	CONTINENTAL UTILITY	8,000.00	(5) UMS.NET NAMED USER LICENSE;AMI INTERFACE-SENS
002201171	DAKOTA SUPPLY CORP	5,241.13	2021 ITEM 4 FOR WATER MAINS
002202022	DAKOTA SUPPLY CORP	4,950.00	KCRETE FOR ROAD REPAIR V/M & CITY OF RYE
002202023	DIG SAFELY NEW YORK, I	425.00	2021 OCTOBER-DECEMBER 2021 LOCATION REQUEST SERVIC
002202070	ETRE ASSOCIATES LTD	212,211.25	A1374 OSBORNE RE PRV/12/23/21 EXCT TO INST 12" WTR
002202071	ETRE ASSOCIATES LTD	24,955.75	2021 6/4/21 T/H ANDERSON HILL RD/REPLACE 6" VALVE
002202072	ETRE ASSOCIATES LTD	50,080.38	2021 11/23/21 T/H 4220 PURCHASE ST/TEMP TAPP SLV
002202073	ETRE ASSOCIATES LTD	10,512.51	2021 T/H OLD WHITE PLAINS RD/EXT TO REP WTR BREAK
002202074	ETRE ASSOCIATES LTD	3,190.17	2021 11/4/21 T/H 58 SOUTH RD/REPLACE CURB STOP
002202075	ETRE ASSOCIATES LTD	9,283.09	2021 11/5/21 T/M 746 FOREST AVE/FIRE HYDRANT
002202076	ETRE ASSOCIATES LTD	19,251.81	2021 11/16/21 4 TAM O SHANTER DR/8" WATER MAIN BRK
002202077	ETRE ASSOCIATES LTD	33,362.26	2021 11/16/21 T/M 176 HICKORY GROVE DR/FIRE HYDRAN
002202078	ETRE ASSOCIATES LTD	12,835.22	2021 11/29/21 T/M 736 FOREST AVE/SERV LINE REP LEA
002202079	ETRE ASSOCIATES LTD	5,563.21	2021 11/9/21 T/M DILLON RD/FIRE HYDRANT REPL2201
002202080	ETRE ASSOCIATES LTD	9,071.06	2021 11/1/21 V/M OAK LN/ EXCAVATE PIT FOR DRAIN
002202081	ETRE ASSOCIATES LTD	6,921.13	2021 11/19/21 V/M 227 JENSEN AVE/REPL BRK HYDRANT
002202082	ETRE ASSOCIATES LTD	20,140.74	2021 11/23/21 T/M 30 LANSLOWNE/NEW SERV LINE INST
002202083	ETRE ASSOCIATES LTD	9,172.93	2021 11/23/21 T/M EXCAVATE TO REPL CURB STOP
002202084	ETRE ASSOCIATES LTD	2,426.92	2021 11/15/21 T/H 56 STERLING RD/DIG AND REPLC CUR
002202085	ETRE ASSOCIATES LTD	18,849.29	2021 11/18/21 V/M 516 VAN RANST PL/REP 6" WATER MN
002202086	ETRE ASSOCIATES LTD	12,603.50	2021 12/3/21 V/M FIFTH ST & FRANKL AVE/REPL WHEEL

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002202087	ETRE ASSOCIATES LTD	8,075.50	2021 11/22/21 V/M 191 LAWN TERR/INST FR HYDRANT
002202088	ETRE ASSOCIATES LTD	3,631.28	2021 11/24/21 2799 WESTCHESTER AVE/REPL VLV BOX
002202089	ETRE ASSOCIATES LTD	3,777.24	2021 11/24/21 T/H 2900 WESTCHESTER AVE/REPL VLV BO
002202090	ETRE ASSOCIATES LTD	25,557.24	2021 12/07/21 T/M ROCKINGSTONE/TEMP SERV REPAIR
002202091	ETRE ASSOCIATES LTD	20,080.32	2021 12/07/21 T/M 16 CARRIAGE HS LN/REP WATER MAIN
002202092	ETRE ASSOCIATES LTD	12,617.08	2021 12/5/21 T/M 196 HICKORY GROVE DE E/WTR MAIN
002202093	ETRE ASSOCIATES LTD	2,278.45	2021 12/6/21 T/M 17 HOMMER AVE/CURB BOX REPL
002202094	ETRE ASSOCIATES LTD	29,297.99	2021 12/22/21 T/M BOSTON POST RD/10" GATE VLV INST
002202095	ETRE ASSOCIATES LTD	17,037.73	2021 12/15/21 T/H 3 REVERE RD./LEAD SERV CONN
002202096	ETRE ASSOCIATES LTD	8,960.38	2021 12/23/21 T/M 293 MURRAY AVE/EXCT CURB VLV
002202097	ETRE ASSOCIATES LTD	10,409.99	2021 12/23/21 V/M 325 ANITA LN/2" WTR MAIN BREAK
002202098	ETRE ASSOCIATES LTD	7,850.00	2021 12/21/21 V/M 315 ANITA LN/2" WATER MAIN BR
002202099	ETRE ASSOCIATES LTD	11,510.63	2021 12/23/21 T/H GRAY ROCK/PLUG OLD CORP
002202100	ETRE ASSOCIATES LTD	12,632.28	2021 12/15/21 V/M 425 TRAVERS/SERV LINE REP
002202101	ETRE ASSOCIATES LTD	31,401.52	2021 12/30/21 T/H 580 POLLY PARK RD/REPL LEAKING
002202102	ETRE ASSOCIATES LTD	10,238.65	2021 12/27/21 T/M 7 DANTE ST/LEAK REPAIR
002202103	ETRE ASSOCIATES LTD	1,267.00	2021 11/1/21 CONTAINER RENTAL
002202104	ETRE ASSOCIATES LTD	21,652.73	2021 8/13/21 T/H 850 ANDERSON HILL RD/INST TEE
002202105	ETRE ASSOCIATES LTD	16,121.39	2021 12/17/21 T/H 21 PARK DR S/EXC TO INSTALL SERV
002202024	DORIS LECHNER	7,105.00	JANUARY 2022 ACCOUNTING CONSULTING SERVICES
002202025	NICHOLAS RUGGIERO	139.00	REIMBURSEMENT FOR WORK BOOTS /PER UNION CONTRACT
002202026	FEDERAL EXPRESS CORP.	38.66	1/27/22 1 SHIPMENT/BATCHING DEPT
002202027	GLOBAL MONTELLO GROUP	986.13	2021 12/31/21 (373) GALS OF DIESEL
002202028	GLOBAL MONTELLO GROUP	132.52	1/3/22 (50) GALS OF DIESEL
002202106	HACH COMPANY	297.50	CHLORINE FOR PLANTS
002202107	HARPER HAINES FLUID CO	4,448.00	12" VALVE SERVICE MACY RD PRV
002202029	THE T/V OF HARRISON	8,100.00	A1374 JOINT OSBORNE RD PRV/2021 12/2-12/7/21
002202030	HAZEN AND SAWYER, P. C	335,533.80	A1364 JOINT RYE LAKE FILTRATION FACILITY
002201172	JCI JONES CHEMICALS, I	1,171.49	2021 BALANCE DUE ON INVOICE #866894/PRICE CHANGE
002201173	JCI JONES CHEMICALS, I	1,166.02	2021 BALANCE DUE ON INV 870018/DUE TO PRICE CHANGE
002202031	JCI JONES CHEMICALS, I	7,800.00	(24) 150LB CYLINDER OF CHLORINE/RYE LAKE
002202032	THE JOURNAL NEWS	690.00	2021 12/7-12/28 LEGAL NOTICES;PUBLIC NOTIFICATIONS
002202033	JT ROSELLE	5,821.12	A1373 JOINT PURCHASE BOOSTER STATION PRV
002202108	JT ROSELLE	485.90	A1373 JOINT PURCHASE BOOSTER STATION PRV MOD
002201174	K.R.B.VAC & JANITORIAL	1,354.19	2021 DECEMBER MISC ITEMS / ALL LOCATIONS
002202109	LANZA'S ELECTRICAL CON	230.00	1/118/22 WEAVER ST/SENSOR REPL FOR CHLORINE TAB#2
002201175	LONG ISLAND WTR CONF.	600.00	JANUARY-DECEMBER 2022 LONG ISLAND CONFERENCE DUES
002202110	MCGUIRE'S MECHANICAL C	324.00	1/14/22 BACK GARAGE HEATER ISSUE
002202111	MCGUIRE'S MECHANICAL C	591.25	1/17/22 HEATING COIL TO FAN COIL BY DOOR LEAKING
002201176	METLIFE	4,569.43	FEBRUARY 2022 DENTAL, LIFE & AD&D INSURANCE
002202034	MCI COMM SERVICE	39.64	JANUARY 2022 OFFICE ALARM LINE/LONG DIST SERV
002202035	MCI COMM SERVICE	36.63	JANUARY 22 WEAVER ST PLANT LONG DIST SERVICE
002202036	MCI COMM SERVICE	37.00	JANUARY 22 RYE LAKE LONG DIST SERVICES
002202050	NYS AND LOCAL RETIREME	4,912.00	JANUARY 2022 NEW YORK STATE RETIREMENT SYSTEM
002201177	NY POWER AUTHORITY	35,067.72	2021 DECEMBER 21 ELECTRIC POWER/ALL LOCATIONS
002202037	PKF O'CONNOR DAVIES, L	5,500.00	2021 ACCOUNTING SERVICES ENDING JUNE 30, 2021
002201178	OPTIMUM	176.44	1/23/22-2/22/22 OPTIMUM 200 INTERNRT/GARAGE
002202038	PENDRAGON LLC	1,650.00	2021 SHAFT 22 AND PURCHASE BOOSTER SR ENG SERVICES
002202039	S & H UNIFORMS	162.50	2021 (3) MENS WICK POLO; CREW NECK/J.AUSTIN
002201179	SPRAGUE OPERATING RESO	1,000.96	1/11/22 (400) GALS OF GASOLINE
002202040	SERVPRO WHITE PLAINS	1,582.97	CLEANING WTR EXTRACTION & REMEDIATION/PAUL'S OFFIC
002202112	TOTAL TECHNOLOGY SOLUT	4,420.00	FEBRUARY 2022 ESP MANAGED SERVER/DESKTOP
002202113	TOTAL TECHNOLOGY SOLUT	204.00	APC BY SCHNEIDER ELECTRIC BACK
002201180	TOLLS BY MAIL	31.33	2021 10/30 MCUOMO BR;11/17/21 BRONX,THROGS NECK

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002201181	TOWN OF MAMARONECK	3,776.00	2021 12/13 & 12/16 TRAFFIC DETAILS FOREST AV/MURRA
002201182	VERIZON	216.33	1/13/22-2/12/22 OFFICE /FAX LINE
002201183	VERIZON BUSINESS FIOS	126.98	1/16/22-2/15/22 INTERNET RYE LAKE
002202041	VILLAGE OF MAMARONECK	3,925.00	12/21/21-1/5/22 TRAFFIC CONTROL/E.BOSTON POST RD
002201184	VINCENT GARAGE, INC	241.00	1/19/22 GASOLINE
002201185	VINCENT GARAGE, INC	83.00	1/10/22 GASOLINE
002201186	VISION SERVICE PLAN	655.50	FEBRUARY 2022 VISION INSURANCE
002202042	VITOLITE ELECTRIC SALE	9,494.28	A1373 JOINT PURCHASE BOOSTER STATION PRV MOD
002202043	VITOLITE ELECTRIC SALE	57.64	A1374 JOINT OSBORNE RD PRV/ELECTRICAL SUPPLY
002202044	VITOLITE ELECTRIC SALE	1,420.13	A1373 JOINT PURCHASE BOOSTER STATION PRV MODIF
002202045	WCAMPWA	440.00	2022 WCAMPWA MEMBERSHIP DUES(INCL LUNCHES)
002202046	WESTERN PEST SVCS	103.00	FEBRUARY 2022 MONTHLY PEST CONTROL
002202047	WASP ENGINEERING GROUP	1,200.00	PROF SR.ENG.SERVICES/UTILITY GARAGE/STR ASSES FLOO
002202048	WASP ENGINEERING GROUP	4,117.50	1/12-1/29/22 PROF ENG SRV/UTILITY GARAGE/2020EPSC
002202049	XYLEM DEWATERING SOLUT	16,617.40	A1373 JOINT PURCHASE BOOSTER STATION PRV MODIF

** 1,370,954.26

*

09 002201187	STERLING NATIONAL BANK	17,931.09	#4 P/E 1/22/22 FEDERAL PAYROLL TAXES WITHHOLDING
09 002202056	STERLING NATIONAL BANK	17,611.52	#5 P/E 1/29/22 FEDERAL PAYROLL TAXES WITHHOLDING
09 002201188	NYS DEFERRED COMPENSAT	2,974.18	#4 P/E 1/22/22 NYS DEFERRED COMP
09 002202057	NYS DEFERRED COMPENSAT	2,337.81	#5 P/E 1/29/22 NYS DEFERRED COMP
09 002201189	NYS INCOME TAX	3,320.25	#4 P/E 1/22/22 NYS PAYROLL TAXES WITHHOLDING
09 002202058	NYS INCOME TAX	3,163.16	#5 P/E 1/29/22 NYS PAYROLL TAXES WITHHOLDING
09 002201190	PAYROLL	41,752.05	#4 P/E 1/22/22 PAYROLL SUMMARY
09 002202061	PAYROLL	39,979.34	#5 P/E 1/29/22 PAYROLL SUMMARY
09 002201191	UTILITY WORKER UNION L	469.40	#4 P/E 1/22/22 UNION DUES
09 002202055	UTILITY WORKER UNION L	469.40	#5 P/E 1/29/22 UNION DUES

** 130,008.20

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1,500,962.46

[405] 133 items listed out of 25888 items.

For Billings As Of: 2/3/2022
For Cash Received As Of: 2/3/2022

Date	Percentage of Receivable Balance Over 60 Days	Total # of Accts Over 60 Days	Total Balances Over 60 Days	Village of Mamaroneck		Town of Mamaroneck		Town/Village of Harrison		City of Rye		City of New Rochelle	
				# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance
10/22/20	21%	923	\$ 664,856	368	\$ 98,423	136	\$ 55,660	390	\$ 493,389	24	\$ 12,946	5	\$ 4,438
11/05/20	26%	963	\$ 531,395	325	\$ 74,845	206	\$ 82,479	410	\$ 359,031	17	\$ 10,356	5	\$ 4,684
11/19/20	22%	914	\$ 576,828	320	\$ 86,008	150	\$ 59,801	415	\$ 409,867	24	\$ 17,176	5	\$ 3,977
12/10/20	33%	1,113	\$ 715,599	335	\$ 96,535	177	\$ 68,044	575	\$ 531,816	19	\$ 14,779	7	\$ 4,425
01/08/21	49%	858	\$ 717,116	246	\$ 117,309	90	\$ 29,348	500	\$ 557,384	18	\$ 14,097	4	\$ (1,021)
01/22/21	39%	974	\$ 729,309	372	\$ 138,995	54	\$ 20,011	509	\$ 553,650	39	\$ 18,005	1	\$ (1,352)
02/05/21	43%	814	\$ 681,554	263	\$ 125,359	152	\$ 28,754	360	\$ 512,685	31	\$ 15,858	8	\$ (1,103)
02/19/21	39%	941	\$ 703,002	362	\$ 142,086	98	\$ 10,975	447	\$ 540,133	29	\$ 11,124	5	\$ (1,317)
03/04/21	46%	748	\$ 657,152	268	\$ 134,671	122	\$ 13,729	333	\$ 499,669	19	\$ 10,170	1	\$ (1,087)
03/18/21	29%	961	\$ 453,456	195	\$ 128,865	86	\$ 2,368	661	\$ 315,613	14	\$ 7,854	5	\$ (1,245)
04/09/21	29%	742	\$ 419,532	176	\$ 81,094	143	\$ 14,011	404	\$ 313,927	12	\$ 10,796	7	\$ (296)
04/23/21	24%	805	\$ 309,707	294	\$ (9,820)	100	\$ 4,518	383	\$ 304,795	22	\$ 10,594	6	\$ (380)
05/07/21	20%	864	\$ 302,356	223	\$ (14,998)	139	\$ 12,464	479	\$ 296,698	16	\$ 8,021	7	\$ 171
05/20/21	19%	965	\$ 304,900	397	\$ 6,124	102	\$ 6,231	437	\$ 283,630	24	\$ 9,387	5	\$ (471)
06/03/21	22%	944	\$ 295,873	331	\$ 1,953	235	\$ 18,325	347	\$ 266,253	22	\$ 9,057	9	\$ 286
06/17/21	17%	889	\$ 378,182	242	\$ 15,446	102	\$ 28,658	522	\$ 324,927	16	\$ 9,022	7	\$ 130
07/09/21	14%	822	\$ 434,134	211	\$ 17,384	142	\$ 33,392	450	\$ 369,624	15	\$ 12,944	4	\$ 788
07/21/21	14%	841	\$ 436,926	313	\$ 36,597	107	\$ 27,953	396	\$ 357,538	20	\$ 14,444	5	\$ 394
08/04/21	18%	873	\$ 379,617	232	\$ 24,668	168	\$ 35,815	450	\$ 304,571	17	\$ 13,770	6	\$ 792
08/19/21	12%	942	\$ 379,340	341	\$ 37,746	106	\$ 21,974	455	\$ 301,319	35	\$ 18,245	5	\$ 57
09/16/21	13%	1,082	\$ 444,281	308	\$ 34,122	180	\$ 33,537	575	\$ 362,444	14	\$ 13,302	5	\$ 876
10/20/21	18%	1,188	\$ 473,260	490	\$ 107,046	190	\$ 38,180	462	\$ 307,179	43	\$ 20,262	3	\$ 592
11/08/21	19%	1,109	\$ 488,166	356	\$ 76,731	307	\$ 64,545	409	\$ 328,157	27	\$ 17,644	10	\$ 1,088
11/19/21	20%	1,173	\$ 444,223	552	\$ 116,837	190	\$ 40,559	410	\$ 270,487	17	\$ 15,361	4	\$ 979
12/10/21	29%	1,174	\$ 418,847	407	\$ 75,512	232	\$ 50,199	509	\$ 277,500	19	\$ 14,182	7	\$ 1,453
12/22/21	31%	1,143	\$ 415,871	514	\$ 111,628	138	\$ 36,704	434	\$ 246,812	50	\$ 19,302	7	\$ 1,425
12/31/21	39%	1,088	\$ 383,458	432	\$ 88,946	237	\$ 50,086	374	\$ 224,314	38	\$ 18,235	7	\$ 1,877
01/20/22	13%	1,244	\$ 195,777	468	\$ 116,531	139	\$ (33,858)	594	\$ 101,537	38	\$ 10,879	5	\$ 688
02/03/22	23%	1,293	\$ 88,568	389	\$ 97,418	357	\$ (11,599)	503	\$ 331,629	34	\$ 9,197	10	\$ 1,356

Commercial Backflow Status

2/2/2022

("Commercial" includes: Commercial, Industrial, Institutional, Apartment Buildings & Multi-family 3+ residences)

Hazard Category	Level	Has BFD	%	In Process of Applying for or Installing BFD	%	Ordered to Install BFD due to No Response	%	Under Review Based on Use/Activities	%	Requested Use Info	%	Totals
Dental/Veterinary/Medical Related Activities	High	55		0		1		0		0		56
Industrial/Chemical Using Related Activities	High	118		4		1		0		0		123
Subtotal High Hazard		173	97%	4	2%	2	1%	0	0%	0	0%	179
Auto or Repair/Boat Servicing Activities	Medium	85		0		3		0		0		88
Restaurant/Food/Club Related Activities	Medium	159		0		8		0		0		167
Office/Retail/Warehouse Related Activities	Medium	322		8		47		0		0		377
Subtotal Medium Hazard		566	90%	8	1%	58	9%	0	0%	0	0%	632
Apartment Building (3+ Units)	Low	92		0		4		0		256		352
Subtotal Low Hazard		92	26%	0	0%	4	1%	0	0%	256	73%	352
Use To Be Determined/Identified		0		0		16		0		0		16
Subtotal Use To Be Determined/Identified Hazard	TBD	0	0%	0	0%	16	100%	0	0%	0	0%	16
Totals		831		12		80		0		256		1179
% of Total		70%		1%		7%		0%		22%		100%

Residential Backflow Status (Res-1 family & Res-2 family)

Municipality	Has BFD	%	In Process of Applying for or Installing BFD	%	Communication Has occurred Between WJWW & Customer Regarding BFD	%	Under Review Based on Use/Activities	%	Totals
Village of Mamaroneck	447	12%	8	0%	288	8%	2916	80%	3659
Town of Mamaroneck	558	19%	10	0%	481	16%	1950	65%	2999
T/V of Harrison	1488	26%	25	0%	153	3%	4164	71%	5830
City of Rye	61	18%	1	0%	4	1%	272	80%	338
City of New Rochelle	2	3%	0	0%	0	0%	69	97%	71
Totals	2556		44		926		9371		12897
% of Total	20%		0%		7%		73%		100%



Environmental, Planning, and Engineering Consultants

440 Park Avenue South
7th Floor
New York, NY 10016
tel: 212 696-0670
fax: 929 284-1085
www.akrf.com

February 3, 2022

Valerie Monastra, AICP
Nelson, Pope & Voorhis, LLC
156 Route 59, Suite C6
Suffern, NY 10901

Re: Westchester Joint Water Works Water Filtration Plant - Air Quality Consulting Services

Dear Ms. Monastra:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal for Air Quality consulting services to Nelson Pope Voorhis (the "Client") in connection with the property located on Purchase Street in the Town of Harrison, New York.

The specific services that the Consultant shall provide are set forth in this letter. Compensation for the Consultant's services is in accordance with the "Fee Schedule." All such services shall be provided in accordance with the Terms and Conditions, Appendix A.

The Westchester Joint Water Works (WJWW) proposes to construct and operate a 30-MGD Dissolved Air Flotation/Filtration (DAFF) water filtration plant ("filtration plant" or "plant") for its nearby Rye Lake (Kensico Reservoir) water source. The proposed site is a 13.4 acre parcel located on the east side of Purchase Street and west of the Westchester County Airport in the Town of Harrison, New York. As requested, AKRF will perform an air quality analysis of the proposed boiler plant for this project to determine whether emissions from the proposed equipment could cause significant adverse air quality impacts. Design information, including drawings and equipment specifications will be reviewed to estimate emissions and set up the model runs. Short-term and annual emissions of nitrogen oxides (NO_x) fine particulate matter (PM₁₀ and PM_{2.5}) greenhouse gases (GHG) and volatile organic compounds (VOCs) will be estimated. The modeling analysis will be performed using EPA's AERSCREEN screening dispersion model, to determine whether the proposed project could potentially cause any significant adverse impacts with respect to the 1-hour average nitrogen dioxide (NO₂) National Ambient Air Quality Standard (NAAQS) and PM_{2.5} *de minimis* criteria, which are the critical pollutants of concern. The analysis will be performed at fence line locations as well as at nearby residential and other discrete sensitive receptor locations.

The results of the air quality analysis will be summarized in a draft memorandum for Client review. Following receipt of comments, the final report will be prepared. One conference call with the client and/or project team are included in the scope of work. Additional calls or meetings and rounds of review will be billed on an hourly basis at the rates shown in Appendix B.

COST ESTIMATE

Based on the scope and assumptions outlined above, the overall cost for preparation of the air quality analysis is \$4,250, exclusive of contingency tasks. Direct expenses will be billed at cost. The payment schedule for the air quality consulting services outlined above would be invoiced monthly based on percentage complete. Hourly work billing tasks would be billed monthly as costs are incurred.

This scope and budget assumes there are no changes made to the design once the analysis work proceeds, such as stack height or location changes.

All such services shall be provided in accordance with the Terms and Conditions, Appendix A. If this proposal is acceptable, please sign in the appropriate signature space below and return one executed copy.

We trust this cost proposal will meet your needs. We look forward to working with Nelson, Pope & Voorhis on this important project. Please feel free to contact me at hkearney@akrf.com or 646-388-9796, if you have any questions or need additional information.

Sincerely,
AKRF, Inc.



Henry Kearney, PE
Senior Vice President

ACKNOWLEDGED AND ACCEPTED:

Signature:	_____	Title:	_____
For:	_____	Date:	_____

APPENDIX A

STANDARD TERMS AND CONDITIONS

1. Services.

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

2. Compensation, Invoicing and Payment.

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

3. Performance Standards.

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

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the “Client Parties”) harmless from any damage, liability, or cost (including reasonable attorneys’ fees and costs of defense) to the extent caused by the Consultant’s negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the “Consultant Parties”) harmless from any damage, liability, or cost (including reasonable attorneys’ fees and costs of defense) to the extent: caused by the Client’s negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party’s written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

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

5. Limitation of Liability.

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

6. Suspension of Services or Additional Work.

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

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Work.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is

suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.

- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

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

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

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

13. Governing Law; Consent to Jurisdiction.

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

14. Severability.

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

15. Third Party Claims.

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

16. Notices.

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

17. Amendment; Waiver.

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

18. Injunctive Relief.

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

19. Entire Agreement.

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

20. Counterparts.

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

APPENDIX B

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$325
Officer	\$300
Senior Technical Director	\$285
Technical Director	\$275
Senior Professional	\$235
Professional II	\$180
Professional I	\$165
Technical II	\$160
Technical I	\$135
Notes: Out of pocket expenses will be billed at 1.10 times actual cost. These rates are effective through December 31, 2022.	