

JUSTIN K. AREST
MAYOR

JEREMY A. GANS
DAVID J. GOLDSCHMIDT
DARA B. GRUENBERG
JASON KOFMAN
KENNETH L. MAZER
JEREMY WISE
TRUSTEES



ALEXANDRA H. MARSHALL
VILLAGE MANAGER

OFFICE OF THE
VILLAGE MANAGER
VILLAGE HALL
1001 POST ROAD
SCARSDALE, NY 10583
914.722.1110
WWW.SCARSDALE.GOV

Village Board of Trustees Agenda

April 8, 2025
Village Board of Trustees Meeting - 8:00 PM

Meeting Information

The Village Board will meet in Rutherford Hall at 8:00 PM to conduct the Village Board meeting. All interested members of the public have the option to attend in-person or virtually through Zoom. To participate via Zoom, attend online at <https://zoom.us/j/93183703358>, or call into the meeting by dialing 1-929-436-2866 and entering the Meeting ID 931 8370 3358. To participate in public comment online, click "Raise Hand," or dial 9 if commenting by telephone.

For a brief tutorial or to troubleshoot a problem, see here: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. For other user questions, please visit the Zoom Help Center: <https://support.zoom.us/hc/en-us>.

Roll Call

Pledge of Allegiance

Mayor's Comments

Manager's Comments

Public Comment

Public Hearings

- Public Hearing on the Fiscal Year 2025-2026 Tentative Budget - Trustee Gans
Review the FY2025-2026 Tentative Budget [here](#).

Trustee Liaison Reports

Bills - Trustee Gans

Consent Agenda

- Minutes for the March 25, 2025 Village Board Regular Meeting
- Resolution Authorizing the Approval of Program Agreement with Westchester County for EAP Services
- Resolution Authorizing an Agreement with NYSERDA for a \$50,000 Grant to Purchase GO-4 EV XTR Refuse Hauler
- Resolution Authorizing Execution of an Intermunicipal Agreement with Westchester County for Access to the Repository for Integrated Criminalistic Information (RICI)
- Annual Meeting Resolutions

Agenda Items

- Resolution Authorizing the Village Manager to Execute a Contract With Scarsdale Meals on Wheels, Inc. for the Period Beginning June 1, 2025, and Ending May 31, 2026 - Deputy Mayor Gruenberg
- Resolution Approving the Fiscal Year 2025-2026 Village-Wide Fees and Charges Schedule - Trustee Gans
- Resolution Awarding VM Contract #1322 for a Travel Camp Coach Bus Bid - Trustee Mazer
- Resolution Authorizing the Appointment of Foa & Son International Insurance Brokers as Insurance Broker for the Village - Trustee Wise
- Resolution Approving a License Agreement for Cafe Services at the Scarsdale Public Library - Trustee Wise
- Add On: Authorization to Execute an Agreement with Flock Group Inc. (Flock Safety) for Public Safety Technology

Written Communications

- Written Communications

Town Board Agenda

Roll Call (Town)

Minutes (Town)

- Minutes for the March 11, 2025 Town Board Meeting

Public Comment (contingent on commencing no later than 10:00 PM)

Agenda Items

- Appointment to the Town Board of Assessment Review - Mr. Wise

Reports

- Custodian of Taxes Report as of March 31, 2025

Future Meeting Schedule

- Tuesday, April 22, 2025
 - 7:30 PM - Agenda Committee Meeting
 - 8:00 PM - Village Board Meeting
- Tuesday, May 13, 2025
 - 7:30 PM - Agenda Committee Meeting
 - 8:00 PM - Village Board Meeting

Village Hall Schedule

Motion to Adjourn



Date: Tuesday, April 8, 2025

Re: Public Hearing on the Fiscal Year 2025-2026 Tentative Budget
- Trustee Gans

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Public Hearing Notice - FY2025-2026 Tentative Budget](#)

PUBLIC HEARING

Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, April 8, 2025, at 8:00 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to receive comments on the Fiscal Year 2025/2026 Tentative Budget filed on March 20, 2025.

Taylor C. Emanuel
Village Clerk

03/26/2025



Date: Tuesday, April 8, 2025

Re: Minutes for the March 25, 2025 Village Board Regular Meeting

COVER PAGE

Village Clerk's Office

ATTACHMENT(S):

- [Minutes 3-25-2025 Village Board Meeting](#)

VILLAGE OF SCARSDALE BOARD OF TRUSTEES
REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
March 25, 2025

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, March 25, 2025, at Rutherford Hall and via video conference at 8:11 p.m.

Present in person were Mayor Arest and Trustees Ahuja, Brew, Gans, Gruenberg, Mazer, and Wise. Also present were Village Manager Marshall, Village Counsel Ward-Willis, and Village Clerk Emanuel.

* * * * *

Mayor's Comments

Mayor Arest mentioned that his comments will be relatively quick this evening because he will extend them to the other side of public comments, when traditional farewells to outgoing Trustees Ahuja and Brew will be done.

Mayor Arest also mentioned that last week, he visited the United States Court of Appeals Second Circuit in Foley Square, Manhattan, with Assemblymember Amy Paulin. The Village filed a suit against the Internal Revenue Service over charitable funds and deductions back in 2017, which is when the fund was originally set up. It was disallowed, and Scarsdale filed a suit along with other municipalities. The remaining parties are the State of New Jersey, the State of New York, and the Village of Scarsdale. The Village appealed to the Second Circuit, and the appeal was heard by a panel of that court on Thursday, March 20th. The Village does not expect an immediate response but will hopefully have updates in the coming years.

* * * * *

Manager's Comments

Superintendent of Public Works, Jeffrey Coleman, presents Review of the 2025 Draft MS4 Annual Stormwater Report.

* * * * *

Upon a motion entered by Trustee Brew, seconded by Trustee Mazer, and approved unanimously, the agenda was modified to:

Add:

- A resolution appointing Employee #6602 to the position of Sergeant
- A resolution regarding Adoption of a Stipulation of Agreement with the Uniformed Firefighters Association of Scarsdale, Local 1394
- A resolution regarding Adoption of a Stipulation of Agreement with the Brotherhood of Teamsters, Local 456,

And remove:

- A resolution regarding VM Contract #1322: Travel Camp Coach Bus Bid.

* * * * *

Public Comment

Elizabeth Lawrence; 7 Walworth Avenue, expressed disappointment in the Board and Village staff for inaction regarding sidewalk complaints not being addressed. The condition of the sidewalk on Walworth Avenue is a public hazard and major concern. Ms. Lawrence is a disabled person, and that sidewalk poses an urgent issue for her specifically. Pedestrians have taken to walking in the roadway despite the busyness because the sidewalk is unusable.

Marian Greene; 43 Butler Road, is Chair of the Advisory Council on Disabilities. The Council strives to address issues in the community that pose hardships for disabled persons in the Village. While she echoes the earlier stated concerns of Ms. Lawrence, she wishes to address sidewalk conditions.

Heedan Chung; 46 Woods Lane, President of League of Women's Voters of Scarsdale, read a statement with comments on the 25-26 Budget.

Cynthia Roberts; 15 Autenrieth Road, spoke about trees and volunteer efforts in cutting invasive vines in Scarsdale parks that threaten the lives of trees. She also made remarks about illegal tree cutting without appropriate permits and that code revisions are necessary to preserve the tree canopy in the Village. Improved enforcement is also necessary.

* * * * *

Tributes to Outgoing Trustees Ahuja and Brew (Public)

The following members of the public provided farewell statements to Trustees Ahuja and Brew:

Heedan Chung, 46 Woods Lane, League of Women Voters of Scarsdale
Marian Greene, 43 Butler Road

Randy Whitestone, 94 Sprague Road

* * * * *

Tributes to Outgoing Trustees Ahuja and Brew (Board of Trustees)

Trustee Mazer

Sameer, my note-passing buddy on the cool side of the room. Congratulations on your successful completion as Village Trustee, but on behalf of the community, thank you for your contributions. You provided an executive's drive for excellence and an entrepreneur's strategic vision. For example, I was continually impressed by your role in transforming the technology in our village. Our residents can see, or, should I say, hear the fruits of your work through our enhanced village cell coverage that will only get better, and village insiders appreciated your strategic oversight in revamping how we use technology to run the Village's back office more efficiently. But most of all, I look back proudly at our growing friendship, and look forward to sitting next to you again, but in social settings only.

Karen, I have appreciated your thoughtful demeanor. When the rest of us were going at it sharply, exchanging opinions and debating viewpoints, you were listening carefully to everything said and would only finally speak when you had something of value to say that brought consensus to our decision-making. We hung on every word. At least I did, anyway. You provided objective and practical counsel on every discussion and every matter. Often, I'd say to myself, "That's a really good point". Your wise observations and recommendations will be missed. Thank you for playing such an important role in keeping our board moving forward. Enjoy your retirement, and I look forward to our paths crossing again.

Deputy Mayor Gruenberg

Karen, as you wrap up your time on the Village Board, I want to take a moment to recognize your thoughtful and steady presence in the many ways you've contributed to our work and to the broader community. I've had the opportunity to work closely with you on the pool committee and a range of other initiatives over the past two years. You've consistently brought a level of diligence and attention to detail that helps move conversations forward in a productive way. You never glossed over the fine print; you dove in, asked the right questions, and made sure nothing was overlooked. That commitment to doing the work well has been a clear through-line in everything you've taken on. Your voice during our land use discussions was especially valuable. You brought a balanced, practical perspective to the table and helped us navigate some very complex topics with a focus on long-term impact and fairness. You weren't afraid to raise questions or take a position that differed from the majority, especially when you believed it was important to speak up. That kind of conviction and courage was always so impressive. You brought a calm, grounded approach to all of our work and a steady energy to the Board. Never the loudest in the room, but always prepared, engaged, and focused on what's right for the Village, and never wavering from your moral compass. And as an aside, I've always loved comparing notes on the weddings we officiate. I know we both love that aspect of the job, and it's always fun to see Taylor cry in the back of the room. Karen, thank you for your time on the Board, for your thoughtful input, and for the care you brought to this role. You've made an indelible mark on our village, and I know we're all better for your service and dedication. I wish you the very best in what comes next. Go, Rangers!

Sameer, as you complete your service on the Board, thank you for the energy, perspective, and clarity you brought to the table. I'm sure you and, definitely Sima, still may regret the first time we had lunch, and I convinced you to join the ACC and get involved in village government. Working with you on personnel matters, communications, and technology, as well as a plethora of other issues, gave me a close-up view of how you operate, and I have to say, I really appreciated your ability to cut through the noise and focus on what matters. You asked tough questions, skipped the posturing, and pushed conversations forward with honesty and efficiency. You weren't afraid to challenge assumptions or suggest a better way of doing things. You always know the best way to do things, and that kind of no-nonsense approach helped us stay results-focused and move things forward, which is not always easy in municipal government. You're an excellent seatmate and a good neighbor in every sense; sharp, observant, and always just the right amount of sarcastic. Your fresh perspective and direct communication style made a real difference. You brought a sense of momentum to the board that kept us from getting too bogged down in process or overcomplication. Your contributions were thoughtful and grounded, and they helped shape a more efficient, practical way of thinking through issues. Sameer, thank you for your time, your insight, and your humor. You have left your mark here. I wish you all amazing things in your next chapter.

Mayor Arest

Sameer, your dedication to Scarsdale has truly set a high standard. Despite your demanding career and frequent travels, you consistently prioritize the well-being of our community. Your expertise in technology has been invaluable. Whether it's safeguarding our systems against cyber threats or enhancing our network management, you've ensured that Scarsdale stays protected and connected. On the Finance Committee, your efforts to boost interest income and strengthen our budget have been particularly impactful, reflecting your thoughtful and strategic approach. Your problem-solving mindset and commitment to efficiency have made a lasting difference. Thank you for your dedication, and I have no doubt that your forward-thinking approach will continue to make a difference wherever you go.

Karen, your passion for Scarsdale has been evident in all that you do. Your involvement in the pool project demonstrated both your desire to look ahead as well as your willingness to navigate complex challenges head-on. From addressing the tough conversations around cannabis to constantly advocating for cost reductions and quality of life improvements, you've shown unwavering commitment and thoughtful guidance. Your pragmatic approach and dedication to considering every angle have greatly benefited our community. Thank you for your service, and I know that your continued dedication to Scarsdale will leave a lasting mark.

Thank you both for your countless contributions and unwavering commitment to our village.

Trustee Gans

One of the most rewarding things for me about being on the Board has been meeting new people and people whom I probably would not have met had I not been serving. When you live anywhere for a while, particularly in a suburb, you tend to get comfortable, and it becomes harder and harder to meet new people. I feel like I have become a better person, a much more knowledgeable resident, and a better trustee, having known and worked with both Karen and Sameer.

Karen, our first time working together that stands out to me was interviewing law firms that resulted in our bringing in Keane & Beane as village counsel. You struck me immediately as being very thoughtful and asking probing questions that did not occur to me, and that was part of the learning process of being a trustee, which speaks to the whole process. I think there can be a perception that we know each other, and we know what everyone thinks, and it's just not like that at all. Having your voice in a one-on-one type of meeting was educational early on. These qualities have shined through in every matter that we have taken up as a Board, particularly on Budget. At every meeting, you're asking questions that just don't occur to me; they always add value, and I have learned a lot. And finally, you've taught me at, I'm now 50, to learn to push my chair in when I leave a seat so you and our Village Manager are able to pass by without hurting yourselves. Thank you for that.

Sameer, it's been great getting to know and you've become a friend. I was immediately struck by your passion for Scarsdale. One thing that impressed me is that you were chair of the PRC when I joined the board, but you immediately reached out for my perspective. I think I'd spoken about being involved in youth sports, and to me, that said something. It spoke to you always wanting to learn more and gather new perspectives. Also, in your second year, I took over chair of that committee and you weren't concerned about protecting your turf or continuing on. I think that you know you were either recommending me because you thought it would make me happy, or thought it was best for the Village, but regardless you're always looking out for others, and to make the organization better. Everyone's already mentioned it, but I have to give you credit for the cell tower work. Simply getting Verizon to the table to begin negotiations would be the crowning achievement for many trustees, because that can be a 4-year process. But you got them to the table, engaged with them, and there's still work to be done, but credit to you and your unwillingness to cease until we had an agreement with them to improve the lives of residents. Good luck to you and the rest of your non-village related time, and that anything is possible because you are Sameer.

Trustee Wise

Karen, superlatives and hyperbole are overused in our society. Everyone is labeled as special or a genius, but occasionally, high praise is both warranted and earned. Such is the case with you, who I believe have demonstrated humility, dedication, and commitment to public welfare. On a personal level, I've enjoyed working with you and I owe you a debt of gratitude for always being available to me and for your sagacious advice on innumerable issues. I hope you won't be a stranger, and that you'll continue to be friendly with me, and contribute to the larger Scarsdale community.

Sameer, I was going to say that you are an enigma wrapped in a puzzle, but I decided to be a little bit more direct. In any event, Sameer, you've been a thoughtful contributor to the Board. I have found your technical expertise to be invaluable, and as we have been forced to deal with the rapidly evolving world of technology and cyber threats, I've personally welcomed your candor on a range of controversial issues that have confronted us. You'll be missed, but I know that we will always be able to call you back into service should the need for your intelligence or expertise arise. Good luck.

* * * * *

Following the remarks of their fellow Board Trustees, Trustees Brew and Ahuja also gave their outgoing statements.

* * * * *

Trustee Liaison Reports

Trustee Mazer reported that he has announcements that relate to the seniors of our community. There are several activities that may be of particular interest. The first one is going to take place on Thursday, March 27th from 12 to 1 pm at the Girl Scout House. It's about safe and sound medication management, whether you are taking multiple medications or assisting a loved one. This session will offer practical solutions for staying organized and preventing medication-related issues. There are also a series of activities taking place in April that also require an RSVP with Stacey Cook for these programs. The 1st one is on Thursday, April 3rd, and it is a Passover and Easter celebration, with tasty snacks and activities at the Girl Scout House from 11:30 am to 12:30 pm. The next one is a Thursday, April 10th which addresses answers you should have before you have anesthesia, presented by Dr. Elizabeth Frost. The event is also at the Girl Scout House from 11 am to 12:30 pm. On Thursday, April 24th, is "Preparing your Medical Information for Emergencies", presented by the Scarsdale Volunteer Ambulance Corp, again at the Girl Scout House from 11 am to 12:30 pm. The final presentation will be, "Making a Safe Transition from Hospital to Home" at the Hitchcock Presbyterian Church on Tuesday, April 29th from 12:15 to 1:15 pm, and the church is located at 6 Greenacres Avenue in Scarsdale. All events require an RSVP by calling Stacey Cook at the Scarsdale Edgemont Family Counseling Service at (914) 723-3281.

* * * * *

Trustee Brew reported that, on behalf of the Scarsdale Edgemont Family Counseling Service, save the date for Wednesday, April 30th At 7 pm at the Scarsdale Library. The Scarsdale SAFE Coalition is presenting a program, "It Ends with Us: An Exploration of Domestic Violence". There will be a panel present.

* * * * *

Bills

Trustee Wise reported that he had audited the Abstract of Claims dated March 25, 2025, in the amount of \$2,699,284.30.

Upon motion duly made by Trustee Wise, and seconded by Trustee Brew, the following resolution was adopted unanimously:

RESOLVED, that the Abstract of Claims dated March 25, 2025, in the amount of \$2,699,284.30 is hereby approved.

* * * * *

Minutes

Upon a motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Mazer, the Minutes for the Village Board of Trustees March 11, 2025, Regular Meeting; were approved unanimously.

* * * * *

Trustee Brew

Upon motion entered by Trustee Brew, and seconded by Deputy Mayor Gruenberg; the following resolution Authorizing Approval of a Memorandum of Understanding for a FEMA Assistance to Firefighters Grant; was approved unanimously:

WHEREAS, the Scarsdale Fire Department applies for Federal Grants to provide funding for annual fire safety training courses; and

WHEREAS, these training course are critical for keeping the Scarsdale Fire Department proficient in their knowledge, skills and abilities, and increase overall firefighter safety and maintains Village compliance with NYCRR 426.7 and 29 CFR 1910.156(c)(1); and

WHEREAS, the Scarsdale Fire Department has formed a working committee with the Fairview, Greenville, and Hartsdale Fire Districts to develop a course of action to apply for and administer an application for the FEMA Assistance to Firefighters Grant for rope rescue training, which will provide fire department personnel with specialized training and techniques to safely perform team-based rescues in both low and high-angle environments; and

WHEREAS, the Village of Scarsdale will be required to provide a 10% match of the total cost of the requested training which may not exceed \$95,734 for personnel costs; and

RESOLVED, that the Village Manager is authorized to enter into a Memorandum of Understanding with the Greenville, Fairview, and Hartsdale Fire District for the purposes of applying for grant funding; and be it further

RESOLVED, that the Village Manager is authorized to undertake any administrative acts as required under the terms of the agreement.

* * * * *

Upon motion entered by Trustee Brew, and seconded by Deputy Mayor Gruenberg; the following resolution Authorizing the Hiring of Dichter Law LLC to Represent Participating Westchester Municipalities in Con Edison's Rate Case Before the Public Service Commission; was approved unanimously:

WHEREAS, on January 31, 2025, Con Edison filed a petition with New York Public Service Commission to increase electric and gas rates as of January 1, 2026; and

WHEREAS, under this petition, electricity rates would rise by 18 percent with residential delivery charges increasing by 25.1 percent, and natural gas delivery rates rising by 19.1 percent; and

WHEREAS, this proposed rate hike follows a 20 percent increase in rates over the past three years, and any further significant increases would have adverse financial impacts on residents and businesses within Westchester County; and

WHEREAS, the Public Service Commission is currently reviewing Con Edison's petition for an electric and gas rate increase; and

WHEREAS, it is in the best interest of the Village of Scarsdale to be represented in this matter to ensure the concerns of local governments and residents are adequately addressed; and

WHEREAS, Joel R. Dichter of Dichter Law LLC has the necessary experience and expertise to represent the interests of the participating municipalities in this case and has submitted a proposed dated February 13, 2025, to represent participating municipalities; and

WHEREAS, the proposal includes legal representation in the rate case, conducting discovery, retaining expert witnesses, preparing briefs, and attending hearings and settlement negotiations, at a total cost not to exceed One Hundred Thousand Dollars (\$100,000), to be equally divided among participating municipalities; and

WHEREAS, such representation shall proceed only if at least twenty (20) municipalities agree to participate, and the Village of Scarsdale's participation shall be contingent upon this threshold being met; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Scarsdale hereby:

1. Authorizes the hiring of Joel R. Dichter of Dichter Law LLC as special counsel to represent participating Westchester municipalities in Con Edison's electric and gas rate case before the Public Service Commission; and
2. Approves the Village's share of legal fees, which shall be determined based on an equal division among all participating municipalities, with total representation costs not to exceed \$100,000 (e.g., \$100,000 / 20 municipalities = \$5,000 per municipality); and
3. Conditions this authorization upon at least twenty (20) municipalities agreeing to be represented by Joel R. Dichter of Dichter Law LLC, and the Village of Scarsdale shall only participate if this threshold is met; and
4. Authorizes the Village Manager to execute all necessary agreements and related documents, and to make payments in furtherance of this resolution; and

BE IT FURTHER RESOLVED, that the Village of Rye Brook shall serve as the fiscal agent for this matter and coordinate payments to Joel R. Dichter of Dichter Law LLC on behalf of all participating municipalities.

* * * * *

Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Deputy Mayor Gruenberg; the following resolution Authorizing the Village Manager to Enter into a Professional Service Agreement with Backyard Sports to Implement a Day Camp Sports Program; was approved unanimously:

WHEREAS, since 2009, the Department of Parks, Recreation, and Conservation has contracted with a company specializing in planning, staffing, and implementing sports programs for four-day camp locations; and

WHEREAS, the Village's three-year Professional Service Agreement with Backyard Sports expired at the conclusion of the 2024 season; and

WHEREAS, in January 2025, the Department issued a Request for Proposals (RFP) to three companies, seeking proposals for a high-quality sports program at four-day camp locations; and

WHEREAS, Backyard Sports was the sole respondent, submitting a proposal to provide the requested services for the 2025 season at a cost of \$44,000; and

WHEREAS, Backyard Sports has a longstanding relationship with the Village, demonstrating a clear understanding of program expectations and needs; now, therefore, be it

RESOLVED, that the Village Manager is authorized to enter into a Professional Service Agreement with Backyard Sports, 75 Broadway, White Plains, NY 10601, for the 2025 season at a cost of \$44,000; and be it further

RESOLVED, that the agreement shall have a one-year term with an option to renew for up to three additional one-year periods, subject to mutual agreement and a negotiated price based on program needs and budget; and be it further

RESOLVED, that the cost of this agreement shall be charged to the General Fund account A-7020-CAMPS-DAY-400 499 - Contractual Expense, where sufficient funds have been appropriated.

* * * * *

Trustee Wise

Upon motion entered by Trustee Wise, and seconded by Deputy Mayor Gruenberg; the following resolution Setting a Public Hearing on the Tentative Budget; was approved unanimously:

WHEREAS, pursuant to New York State Village Law §5-508 (3), a public hearing must be held on the Fiscal Year 2025-2026 Tentative Budget on or before the fifteenth day of April, with notice of such public hearing published in the official newspaper; and

WHEREAS, an electronic copy of the Tentative Budget is made available for public review on the [Village Treasurer's page](#) of the Village website at www.scarsdale.gov; now, therefore, be it

RESOLVED, that a Public Hearing is hereby scheduled by the Scarsdale Village Board of Trustees on Tuesday, April 08, 2025, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, NY, and via Zoom video conferencing service, to receive comments on the Fiscal Year 2025-2026 Tentative Budget filed on March 20, 2025; and be it further

RESOLVED, that members of the public wishing to present comments may do so in person or online during the public comment phase of the hearing by accessing the meeting at <https://scarsdale.zoom.us/j/93183703358>, or by calling in using 1-929-436-2866 and entering the Meeting ID 931 8370 3358; and be it further

RESOLVED, that the Village Clerk is hereby directed to publish notice of said hearing pursuant to Village Law.

* * * * *

Deputy Mayor Gruenberg

Upon motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Brew; the following resolution appointing Employee #6602 to the position of Sergeant; was approved by the vote indicated below:

WHEREAS, the Village currently has a vacant position in the rank of Police Sergeant in its Police Department; and

WHEREAS, Police Chief Steven DelBene recommends that employee #6602 be appointed to the rank of Police Sergeant, effective on March 26, 2025, with a probationary period of between 12 and 52 weeks; now, therefore, be it

RESOLVED, that employee #6602 is hereby appointed to the rank of Police Sergeant effective March 26, 2025.

AYES

Mayor Arest
Trustee Brew
Trustee Gans
Deputy Mayor Gruenberg
Trustee Mazer
Trustee Wise

ABSTENTIONS

ABSENT

Trustee Ahuja

* * * * *

Upon motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Mazer; the following resolution regarding Adoption of a Stipulation of Agreement with Uniformed Firefighters Association of Scarsdale, Local 1394; was approved unanimously:

RESOLVED, that the board hereby ratifies a stipulation of agreement dated March 20, 2025 with the Uniformed Firefighters Association of Scarsdale Inc., Local 1394, representing fire fighters and fire captains regarding the implementation of a flexible benefits plan.

* * * * *

Upon motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Brew; the following resolution regarding Adoption of a Stipulation of Agreement with the Brotherhood of Teamsters Local 456; was approved unanimously:

RESOLVED, that the board hereby ratifies a stipulation of agreement dated March 19, 2025, with the International Brotherhood of Teamsters, Local 456, representing both Facilities-Maintenance and Blue Collar Units regarding the implementation of a flexible benefits plan.

* * * * *

Written Communications

One (1) communication has been received since the last regular Board of Trustees meeting:

- an email from Jordan Copeland regarding the spelling of Bethel Road

* * * * *

Public Comment

None.

* * * * *

Future Meeting Schedule

- Tuesday, April 7, 2025 – 10:00 AM – Village Board Work Session
- Tuesday, April 8, 2025 – 7:30 PM – Agenda Committee Meeting
- Tuesday, April 8, 2025 – 8:00 PM – Village Board Meeting
- Tuesday, April 22, 2025 – 7:30 PM – Agenda Committee Meeting
- Tuesday, April 22, 2025 – 8:00 PM – Village Board Meeting

* * * * *

There being no further business to come before the Board, the meeting was adjourned at 9:34 pm on a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Brew, and carried unanimously.

Respectfully submitted,

Taylor Emanuel
Village Clerk



Date: Tuesday, April 8, 2025

Re: Resolution Authorizing the Approval of Program Agreement
with Westchester County for EAP Services

ATTACHMENT(S):

- [Resolution](#)
- [04.02.25 - Memo - EAP Agreement](#)
- [Westchester County EAP Agreement](#)

Resolution Re: Authorizing Approval of Program Agreement with Westchester County for EAP Services

WHEREAS, the Westchester County Department of Community Mental Health (WCDCMH) receives funding from New York State for preventative, rehabilitative, and treatment service programs; and

WHEREAS, Westchester County also operates an Employee Assistance Program (EAP) to provide such services to municipalities and school district employees; and

WHEREAS, the Village of Scarsdale enrolled in Westchester County's EAP previously to provide employees with confidential, counseling and referral services for a wide range of matters; and

WHEREAS, the renewal of said agreement with Westchester County will provide EAP services through December 31, 2029 and the terms will remain unchanged including the payment of the same yearly fee of \$45 per employee; now be it

RESOLVED, that the Village Manager is authorized to enter into an agreement with Westchester County Department of Community Mental Health for the purposes of providing staff access to the Employee Assistance Program; and be it further

RESOLVED, that the Village Manager is authorized to undertake any administrative acts as required under the terms of the agreement.

Date: April 08, 2025



To: Alexandra H. Marshall, Village Manager

From: Stephen Sage, Personnel Administrator/Risk Manager

Date: Wednesday, April 02, 2025

RE: Program Agreement with Westchester County for EAP Services

MEMORANDUM
Human Resources

Program Agreement with Westchester County for EAP Services

Enclosed is a copy of the program agreement with the Westchester County Department of Community Mental Health (WCDCMH) for their Employee Assistant Program (EAP). This agreement renews an existing agreement with WCDCMH that will last through December 31, 2029. The terms of the current agreement remain unchanged and if approved, the Village will pay the same yearly fee per employee (\$45) that it has since 2020, giving the Village ten (10) years of price stability for the service.

I recommend that the Village Board approve the EAP agreement.

THIS AGREEMENT (“Agreement”), made the day of March 10, 2025 (“Effective Date”), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”),

and

VILLAGE OF SCARSDALE, a municipal corporation of the State of New York, having an office and place of business at Village Hall, 1001 Post Road, Scarsdale, NY 10583 (hereinafter referred to as the “Agency”)

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Community Mental Health (“Department”), and the Agency desire to enter into the Agreement to provide preventive, rehabilitative and treatment services under Article 25 (Funding for Substances Abuse Services) and Article 41 (Local and Unified Services) of the New York State Mental Hygiene Law (“Mental Hygiene Law”); and

WHEREAS, pursuant to the provisions of Articles 25 and 41 of the Mental Hygiene Law, the County receives funding from the State of New York (“State”) and/or local municipalities, among others, for preventive, rehabilitative and treatment service programs for the mentally ill, the mentally retarded, the developmentally disabled and those suffering from alcohol and substance abuse. Pursuant to Article 41, the County also operates an Employee Assistance Program, which provides such services to various municipalities and school districts employees within Westchester and Putnam counties; and

WHEREAS, the Agency has indicated it would like to receive these services.

NOW, THEREFORE, the parties hereto in consideration of the premises and of the covenants, agreements, terms and conditions herein contained do agree as follows:

Section 1. The Department shall provide services under Article 25 (Funding for Substances Abuse Services) and Article 41 (Local and Unified Services) of the Mental Hygiene Law to the Agency and render Employee Assistance Program services (hereinafter collectively the “Services”) to the Agency as more particularly described in Schedule “A” which is attached hereto and made a part hereof.

Section 2. In consideration of the Services to be provided to the Agency by the Department pursuant to Paragraph “1” above, the Agency shall pay to the County a certain fee per individual/employee per year, for a total aggregate yearly amount, as more fully set forth in the Budget set forth in Schedule “B” which is attached hereto and made a part hereof.

Any and all payments to be made to the County, including any partial payment made in proportion to the provision of Services, shall be made on an annual basis, as set forth in Schedule “B.”

Section 3. All records compiled by the Department in completing the work described in this Agreement, including but not limited to evaluation, progress notes, written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the Department.

Section 4. The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2029. Notwithstanding anything to the contrary herein, either party may, at any time, upon ten (10) business days' prior notice to the other party, terminate the Agreement, when it deems that doing so would be in its best interest.

Section 5. The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Agency agrees:

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

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

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

Section 6. Confidentiality of Records:

(a) The Department and the Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, . The Department and the Agency agree not to allow examination of records or the disclosure of information except as herein set forth or as may be required by applicable Law.

(b) The Department and the Agency shall fully inform their own staff members to observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

(c) The Department and the Agency shall implement the following procedures for the purpose of safeguarding information and ensuring the protection and confidentiality of said information.

- (1) Records containing individually identifiable information shall be marked “confidential” and kept in locked files or in rooms that are locked when the records are not in use.
- (2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.
- (3) Records shall be transmitted from one location to another in a sealed envelope stamped “confidential” and a receipt shall be obtained documenting delivery of said records. Records may be removed from Department’s work locations only with the prior written permission of the Commissioner.
- (4) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.
- (5) The Agency consistent with applicable statute and regulation shall have access to the following:
 - All identifiable information released with client’s consent.

- Information released is usually within the context of a supervisor's referral.
- Released information normally includes information regarding compliance with Employee Assistance Program services and treatment and client's medical clearance to return to work

Section 7. The Agency expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero-tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

Section 8. Either party may cancel this Agreement upon ten (10) days prior written notice to the other by certified mail.

Section 9. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested, addressed as follows:

To the County:	Commissioner
	Westchester County
	Department of Community Mental Health
	112 East Post Road - Second Floor
	White Plains, New York 10601

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

To the Agency: Village of Scarsdale
Village Hall
1001 Post Road
Scarsdale, NY 10583

Section 10. This Agreement may not be assigned by the Agency without the prior written consent of the County.

Section 11. This Agreement shall not be enforceable until signed by all parties and approved by the Westchester County Board of Legislators and the Office of the County Attorney.

Section 12. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County and the Agency have caused this Agreement to
be executed.

THE COUNTY OF WESTCHESTER

By: _____
Michael Orth, Commissioner
Department of Community Mental Health

VILLAGE OF SCARSDALE

By: _____
Name: _____
Title: _____

Authorized by the Board of Legislators of the County of Westchester on the 10th day of March,
2025, by Act No. 2025-29.

Approved:

Senior Assistant County Attorney
The County of Westchester
2025-29 EAP.AgreementTemplate.cmc.03.10.2025

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Official other than official signing Agreement)

certify that I am a _____ of _____
(Title) (Name of Municipality)

("Municipal Corporation"), a municipal corporation duly organized and in good standing under the
Laws of the State of _____; that _____
(Name of State)

_____, who signed said Agreement on behalf of the
(Name of official who signed Agreement)

Municipal Corporation, was, at the time of execution of said Agreement, the
_____ of the Municipal Corporation; and that said Agreement
(Title of official who signed Agreement)

was duly signed for and on behalf of said Municipal Corporation by authority of its governing
board, thereunto duly authorized and that such authority is in full force and effect at the date
hereof.

(Signature)

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary
Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and he/she is an officer
of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of
said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

SCHEDULE A
Scope of Services

VILLAGE OF SCARSDALE

Village of Scarsdale will receive the following services from the Department of Community Mental Health (DCMH) Employee Assistance Program:

1. Program consultation and design including technical assistance for development of policies and procedures.
2. Staff development services:
 - a. Program facilitator (s) training for appropriate jurisdictions;
 - b. Labor/Management orientation and training;
 - c. Supervisory training
 - d. Employee Orientations
3. Program Administration
 - a) Data collection;
 - b) Statistical analysis;
 - c) Reporting services for labor and management, as required.
4. Program Maintenance:
 - a) On-going training and education;
 - b) Collection and dissemination of appropriate program data and material;
 - c) On-going training and support for program facilitators;
 - d) Appropriate corrective action for local programs, as required.

Schedule “A” (continued)

VILLAGE OF SCARSDALE

5. Client Evaluation and Referral:

Upon contact from a supervisor or a self-referred employee, the local Employee Assistance Program coordinator will contact the County Employee Assistance Program;

- a) County Employee Assistance Program staff will make an appointment for the employee and assign a counselor for the contact;
- b) The Counselor will interview the employee and complete appropriate assessment and referral services;
- c) County Employee Assistance Program staff will monitor the employee’s progress in treatment;
- d) The counselor will provide appropriate follow-up to the local Employee Assistance Program coordinator or other designated supervisory staff.

SCHEDULE B
Budget

VILLAGE OF SCARSDALE

Village of Scarsdale shall pay to the County a fee of \$45 per employee per year for all five years.

For the purpose of this Agreement, **Village of Scarsdale** represents that as of the date hereof, **Village of Scarsdale** has **250** full-time employees at a rate of **\$45** per employee for a total of **\$11,250.00** per year.

The total amount for 2025 is prorated based upon the Effective Date of March 10, 2025 for a fee of **\$9,375.00**. The fee for 2025 shall be due and payable upon execution of this Agreement by both parties. The total amount billed by Westchester County Department of Community Mental Health for years 2026 through 2029 shall be based on the head count supplied by **Village of Scarsdale** in December of the preceding year and shall be paid within fifteen (15) days of submission of an invoice by the Department.

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

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

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

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

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

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

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

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

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form

DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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

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

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

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

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

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

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



Date: Tuesday, April 8, 2025

Re: Resolution Authorizing an Agreement with NYSERDA for a
\$50,000 Grant to Purchase GO-4 EV XTR Refuse Hauler

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)
- [04.04.2025 C. Hessler Memo - NYSERDA Grant Agreement](#)
- [NYSERDA Agreement](#)

Resolution Re: Authorization to Execute Agreement with NYSERDA for a \$50,000 Grant to Purchase GO-4 EV XTR Refuse Hauler

WHEREAS, the Village of Scarsdale is committed to advancing sustainability, energy efficiency, and reducing greenhouse gas emissions through clean transportation initiatives; and

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) has offered the Village a grant under the Clean Energy Communities program in the amount of \$50,000 to support the purchase of a GO-4 XTR Refuse Hauler electric vehicle for use by the Department of Public Works; and

WHEREAS, the proposed agreement sets forth the terms and conditions under which the Village would accept and utilize the funding for this purpose; and

WHEREAS, the Village Manager and staff have reviewed the proposed agreement and recommend acceptance of the grant and execution of the agreement; now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to execute the agreement with NYSERDA, based upon the terms and conditions set forth therein, including the acceptance of \$50,000 in grant funding; and be it further

RESOLVED, that such agreement shall be subject to review and modification by Village counsel as to form and content prior to execution.

Date: April 08, 2025



To: Mayor Arest and Village Board of Trustees

From: Charles Hessler, Assistant Village Manager

Date: Friday, April 4, 2025

RE: NYSERDA Grant Agreement – GO-4 EV XTR Refuse Hauler

MEMORANDUM
Village Manager's
Office

Attached for your consideration is a resolution authorizing the Village Manager to execute an agreement with the New York State Energy Research and Development Authority (NYSERDA) for the acceptance of a grant award in the amount of \$50,000. The purpose of this funding is to support the Village's purchase of a GO-4 EV XTR Refuse Hauler for use by the Department of Public Works.

This initiative represents a pilot project for the use of electric vehicles in refuse and recycling collection, specifically in compact zones or high-density areas where their size and energy-efficiency offer distinct advantages. The goal is to evaluate the operational performance, environmental benefits, and overall suitability of this electric vehicle in supporting daily DPW functions.

The GO-4 EV XTR is a fully electric, low-emission vehicle designed for efficiency in narrow or congested areas, aligning with the Village's long-term sustainability and fleet modernization efforts. This pilot will help inform future vehicle procurement and integration strategies as the Village continues to expand its use of green technologies.

The proposed resolution authorizes execution of the grant agreement, contingent upon review and approval by Village counsel as to form and content.

The Village Manager's Office respectfully requests that the Board of Trustees authorize the Village Manager to execute the aforementioned agreement with NYSERDA in furtherance of the Village's clean energy and operational efficiency initiatives.

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 249327
2. Contractor: Village of Scarsdale
3. Project Director: Alexandra H. Marshall
4. Effective Date: April 3, 2025
5. Total Amount of Award: \$50,000.00
6. Project Period: April 3, 2025 – April 30, 2028
7. Expiration Date: September 30, 2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE
UNLESS EXECUTED BELOW BY NYSERDA

Village of Scarsdale

NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature: _____

Signature: _____
NYSERDA Authorized Signatory

Name: _____

Title: _____

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
The Village of Scarsdale
CEC500689

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

The Village of Scarsdale (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Non-Road Electric Vehicle(s)

Contractor will purchase the Non-Road Electric Vehicle(s) listed below. The exact make and model will be determined during the project design phase. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Purchase of a GO-4 EV XTR Refuse Hauler vehicle, or equal, to be assigned to the following location: Scarsdale, NY 10583

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a

streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Non-Road Electric Vehicle(s)

Requirements for this component:

- The vehicle shall be a new battery electric vehicle
- Vehicles shall be purchased and owned by the municipality, not leased
- Vehicles must not be manufactured for use primarily on public streets, roads, and highways
- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Non-Road Electric Vehicle(s)

Deliverables for this component:

- Quote(s) providing for purchase of non-road electric vehicle(s) that meet all requirements, or comparable information.
- Metrics Workbook (in Excel Format) reflecting the specifications of vehicle(s) to be purchased.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal document’s final metrics data verifies that the project is complete, and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Non-Road Electric Vehicle(s)

Deliverables for this component:

- Final paid invoices
- Photographs of the purchased vehicle(s).
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) purchased.
- Additional incentive program applications or comparable information, if applicable.

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	4/30/2026	Planning Phase – Non-Road Electric Vehicle(s)	\$12,500.00
Project Completion Phase			
2	4/30/2028	Completion Phase – Non-Road Electric Vehicle(s)	\$37,500.00
		Total Project Budget	\$50,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation

evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not

violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting

in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

Village of Scarsdale

Name: Alexandra H. Marshall

Title: Village Manager

Address: 1001 Post Road Village Hall, Scarsdale, NY, 10583

Facsimile Number: (914) 722-1119

E-Mail Address: manager@scarsdale.gov

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the

purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as

stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.)

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.



Date: Tuesday, April 8, 2025

Re: Resolution Authorizing Execution of an Intermunicipal Agreement with Westchester County for Access to the Repository for Integrated Criminalistic Information (RICI)

COVER PAGE
Police Department

ATTACHMENT(S):

- [Resolution](#)
- [04.01.2025 S. DelBene Memo - RICI IMA](#)
- [RICI IMA Agreement](#)

Resolution Re: Intermunicipal Agreement Between Westchester County and the Village of Scarsdale for Access to the Westchester County Repository for Integrated Criminalistic Information (RICI)

WHEREAS, Westchester County maintains a system called the Westchester County Repository for Criminalistics Information (“RICI System”) to provide for the electronic transmission and storage of criminal record and police blotter information to authorized law enforcement agencies; and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, arrest records, booking, and detention or incarceration data, including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, it is in the interest of public safety that the Scarsdale Police Department (SPD) and other law enforcement agencies cooperate in the lawful sharing of the aforementioned records; and

WHEREAS, SPD previously had access to the system through an Intermunicipal Agreement with the County of Westchester, which expired on October 31, 2024, and the County has since provided a successor agreement; and

WHEREAS, SPD recommends renewal of the Intermunicipal Agreement with Westchester County for a new term commencing November 1, 2024, and terminating on July 31, 2029; now, therefore, be it

RESOLVED, that the Village Manager and Chief of Police are hereby authorized and directed to execute the Intermunicipal Agreement with Westchester County for access to the RICI system in substantially the same form as attached hereto, and to undertake any administrative acts required under the terms of the agreement.

Date: April 08, 2025

Village of Scarsdale



Memorandum

Police Department

To: Alexandra Marshall, Village Manager
From: Steven DelBene, Police Chief
Date: April 1, 2025
Re: Westchester County Repository for Integrated Criminalistics Information IMA

Please see the attached resolution and Intermunicipal Agreement (IMA) renewal between the County of Westchester and the Village of Scarsdale, allowing the Scarsdale Police Department (SPD) access to the Westchester County Repository for Integrated Criminalistics Information ("RICI System") which expired October 31, 2019. The terms and conditions in the renewal is the same as in the original agreement, with a new term of November 01, 2024, through July 31, 2029.

The SPD has been electronically transmitting fingerprints to the NYS Department of Criminal Justice Services (DCJS) since January 01, 2010. In order to transmit the data to DCJS from our Live Scan fingerprint system, SPD must first transmit it through RICI. The RICI System allows for two-way data transmission between the Village, the County, DCJS and other law enforcement agencies, and enables SPD to receive the criminal history and fingerprint records of arrestees from DCJS expediently (usually within 10-20 minutes of a request). The RICI System is the only means available for SPD to submit and receive this type of comprehensive criminal history data. The data is primarily used in presentations to the Village Justice Court during arraignment of arrestees, as well as with ongoing investigations.

In order to continue the access to the RICI system, the County requires that we renew the Intermunicipal Agreement (IMA) regulating use of the system. The agreement contains standard language stating, among other things, that the County is responsible for the maintenance of the RICI System hardware and software and that the Village of Scarsdale is responsible for the Live Scan hardware and software housed at SPD facilities. Either party may cancel the agreement upon thirty days written notice. This is the standard agreement that all law enforcement agencies in Westchester County enter into when they implement Live Scan fingerprinting.

There is no cost associated with the agreement. However, SPD is responsible for the purchase and maintenance of the Live Scan hardware and software.

Given the vital public safety benefit of membership in using the RICI System to electronically exchange criminal history information with other law enforcement agencies, I recommend that the Village renew the IMA for the RICI System.

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

THE VILLAGE OF SCARSDALE, a municipal corporation of the State of New York, acting by and through the Village of Scarsdale Police Department, having an office and place of business at 50 Tompkins Road, Scarsdale, New York 10583.

(hereinafter referred to as the "Municipality")

WHEREAS, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, the Municipality is desirous of obtaining access to the RIC I System and receiving supplemental computer services from the County; and

WHEREAS, the County agrees to provide such services upon the terms described below.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RIC I System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RIC I System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality control, or within the jurisdiction of a third party, it will make appropriate

notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RIC I System. "Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management

control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RIC I System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RIC I System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine

the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system. The Municipality has the sole responsibility for responding to requests made under the New York State Freedom of Information Law (FOIL) for records maintained in the RICI system that are owned by the Municipality. The County will not produce any records pursuant to a FOIL request that are owned by the Municipality.

SECOND: The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICI System workstation to send or receive data from the central computer. If the

Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RIC System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RIC System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RIC system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RIC System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the

criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICIS System data.

THIRD: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", the Municipality agrees:

(a) That except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto; and

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

FOURTH: The term of this Agreement will commence on November 1, 2024 and terminate on July 31, 2029, unless terminated earlier as provided herein.

FIFTH: Either party may cancel this Agreement on thirty (30) days written notice to the other party.

SIXTH: This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

Terrance Raynor
Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To The Municipality:

Village of Scarsdale
1991 Post Road
Scarsdale, New York 10583

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations,

comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TENTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

ELEVENTH: The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the County and the Municipality have executed this

Agreement in triplicate:

COUNTY OF WESTCHESTER

By: _____

Terrance Raynor
Commissioner-Sheriff
Department of Public Safety

By: _____

Name: Alexandra Marshall
Village of Scarsdale

Approved by the Board of Legislators of the County of Westchester on September 30, 2024 by
Act No. 2024-171.

Approved:

Associate County Attorney
The County of Westchester
Vutera/DPS/134227/RICI IMAs 2024

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 2025 before me, the undersigned,
personally appeared Alexandra Marshall, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she is the Village Manager
of Village of Scarsdale, the municipal corporation described
in and which executed the within instrument, who being by me duly sworn did depose and say that
he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the
municipal corporation executed the instrument.

Notary Public

Westchester
County

CERTIFICATE OF AUTHORITY

(Municipality)

I, Taylor Emanuel,
(Officer **other than** officer signing contract)

certify that I am the Village Clerk of the
(Title)

Village of Scarsdale
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

New York Village Law
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that Alexandra Marshall,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

Village Manager of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

Village Board, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 2025 before me, the undersigned, personally
appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,

(Title)

(Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

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

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas-8 th Fl New York, NY 10036	Phone No.: 212-293-6203 Fax No.:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Village of Scarsdale Village Hall 1001 Post Road Scarsdale, NY 10583	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: TRAVELERS INDEMNITY CO OF AMERICA.	25666
		INSURER B: TRAVELERS INDEMNITY CO	25658
		INSURER C: PUBLIC EMPLOYER RISK MANAGEMENT	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZLP15P0995A	6/1/2024	6/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	8100B165577	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		X	ZUP15P09961	6/1/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	X	WC000112622	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: IMA/SPD/RICI. County of Westchester is an Additional Insured with respect to the operations of the Insured as required by written contract (except for Workers Compensation) and subject to the policy terms, conditions and exclusions. Waiver of Subrogation applies as required by written contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

County of Westchester 148 Martine Avenue White Plains, NY 10601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION AUTHORIZED REPRESENTATIVE 8 
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



Date: Tuesday, April 8, 2025
Re: Annual Meeting Resolutions

COVER PAGE
Village Manager's Office

ATTACHMENT(S):

- [Annual Meeting Resolution](#)

ANNUAL MEETING RESOLUTIONS

I. APPOINTMENTS TO THE VILLAGE MANAGER’S OFFICE

1. RESOLVED, that pursuant to the provisions of Section 57-1 of the Village Code, the Board of Trustees hereby approves the Mayor’s appointment of Alexandra Marshall to the position of Village Manager, for the current official year.
2. RESOLVED, that pursuant to the provisions of Section 57-1(B) of the Village Code, the Board of Trustees hereby approves the Mayor’s appointment of Charles Hessler, Emily Giovanni, and Stephen Shallo to the position of Assistant Village Managers, for the current official year.

* * * * *

3. Pursuant to the provisions of Section 57-3 of the Village Code, the Village Manager hereby designates Stephen Shallo as Deputy Village Manager for the current official year.

II. APPOINTMENTS BY THE MAYOR

1. Pursuant to Village Law §4-400(1)(h), the Mayor hereby appoints Trustee Gruenberg as Deputy Mayor.
2. The Mayor announces the following Board assignments:

Gans: Finance and Budget (Chair); Parks, Recreation, and Conservation (Chair); Planning and Development (Vice Chair).

Goldschmidt: Planning and Development (Chair); Public Works and Infrastructure (Vice Chair).

Gruenberg: Pool Project (ad hoc) (Chair); Personnel and Technology (Vice Chair); Public Safety (Vice Chair).

Kofman: Personnel and Technology (Chair); Finance and Budget (Vice Chair)

Mazer: Public Safety (Chair); Parks, Recreation, and Conservation (Vice Chair).

Wise: Public Works and Infrastructure (Chair); Pool Project (ad hoc) (Vice Chair).

The Mayor announces the following liaison assignments:

Gans: Advisory Council on Parks and Recreation; Cable TV Commission; Committee of Historic Preservation; Library Board; Planning Board.

Goldschmidt: Zoning Board of Appeals; Board of Architectural Review; Village Historian.

Gruenberg: Advisory Council on Communications; Advisory Council on Human Relations; Arts Advisory Council; Meals on Wheels; Scarsdale Business Alliance; Scouts.

Kofman: Advisory Council on Technology; Advisory Council on Youth; Conservation Advisory Council; Scarsdale League of Women Voters.

Mazer: Advisory Council on Scarsdale Senior Citizens; Friends of the Scarsdale Parks; Scarsdale Chinese Association; Scarsdale Edgemont Family Counseling Service; Scarsdale Volunteer Ambulance Corp.

Wise: Board of Ethics; Council on People with Disabilities; Town Board of Assessment Review; Scarsdale Junior League.

3. The Mayor announces the following Neighborhood Association assignments:

Arest: SNAP.

Gans: Colonial Acres; Quaker Ridge; Sherbrooke Park.

Goldschmidt: East Heathcote; Greenacres; Heathcote.

Gruenberg: Fox Meadow; Old Scarsdale; West Quaker Ridge.

Kofman: Arthur Manor; Drake Edgewood.

Mazer: Crane Berkley-in-Scarsdale; Overhill; Secor Farms.

Wise: Bramlee Heights; Murray Hill/Middle Heathcote; Scarsdale Meadows.

Village Historian

4. Pursuant to Section 57.07(1) of the Arts and Cultural Affairs Law, the Mayor hereby appoints Jordan Copeland to serve as Village Historian for the current official year.
5. Pursuant to Section 57.07(1) of the Arts and Cultural Affairs Law, the Mayor hereby appoints Leslie Chang to serve as Associate Village Historian for the current official year.

Vacancies (filled by Mayor)

6. Pursuant to Village Law Sections 3-312(3)(a) and 7-712(8), the Mayor hereby appoints Adam Lindenbaum as an alternate member to the Zoning Board of Appeals to fill a vacancy for the unexpired portion of a term ending April 6, 2026.

III. APPOINTMENTS BY THE MAYOR, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES

Village Clerk's Office

1. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of Village Law, the Board of Trustees hereby approves the Mayor's appointment of Melissa Vasami as Deputy Village Clerk for the current official year.

* * * * *

Village Treasurer's Office

2. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of the Village Law, the Board of Trustees hereby approves the Mayor's appointment of Maria Colotti as Deputy Village Treasurer for the current official year.

* * * * *

Village Attorney

3. RESOLVED, that pursuant to the provisions of Sections 4-400(1)(c)(i) and 4-412 of the Village Law, the Board of Trustees hereby approves the Mayor's appointment of Keane & Beane P.C., as Village Attorney, for the current official year, with Nicholas M. Ward-Willis, Esq., serving in the role of Village Attorney.

* * * * *

Associate Justice

4. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of the Village Law, the Board of Trustees hereby approves the Mayor's appointment of Thomas P. Giuffra, Esq., as Associate Village Justice for the current official year.

* * * * *

Zoning Board of Appeals

5. RESOLVED, that pursuant to the provisions of Sections Village Law Section 7-712(2) and Scarsdale Village Code Section 12-1, the Board of Trustees hereby approves the Mayor's appointment of Elizabeth Hoexter to the Zoning Board of Appeals for a term ending April 1, 2030; and be it further
6. RESOLVED, that pursuant to the provisions of Sections Village Law Section 7-712(2) and Scarsdale Village Code Section 12-1, the Board of Trustees hereby approves that the Mayor's re-appointment of Jeffrey Watiker as Chair of the Zoning Board of Appeals for a term of one official year, or until such time as a successor is appointed.

* * * * *

Committee For Historic Preservation

7. RESOLVED, that pursuant to the provisions of Sections Village Code Section 182-3(C)(1) the Board of Trustees hereby approves the Mayor's re-appointment of Sheri Geer and Jack Miller as members of the Committee for Historic Preservation for terms ending April 3, 2028; and be it further
8. RESOLVED, that pursuant to the provisions of Scarsdale Village Code Section 182-3(C)(1), the Board of Trustees hereby approves the Mayor's re-appointment of Kevin Reed as Chair of the Committee for Historic Preservation for a term of one official year, or until such time as a successor is appointed.

* * * * *

Planning Board

9. RESOLVED, that pursuant to the provisions of Sections Village Law Section 7-718(8) and Scarsdale Village Code Section A319-2, the Board of Trustees hereby approves the Mayor's re-appointment of Deborah Pekarek to the Planning Board for a term ending April 1, 2030; and be it further
10. RESOLVED, that pursuant to the provisions of Sections Village Law Section 7-718(8) and Scarsdale Village Code Section A319-3, the Board of Trustees hereby approves the Mayor's re-appointment of John Clapp as Chair of the Planning Board for a term of one official year, or until such time as a successor is appointed.

* * * * *

Board Of Architectural Review

11. RESOLVED, that pursuant to the provisions of Scarsdale Village Code Section 18-3(A), the Board of Trustees hereby approves the Mayor's re-appointment of Brad Cetron to serve as Chair of the Board of Architectural Review for a term of one official year, or until such time as a successor is appointed.

* * * * *

IV. APPOINTMENTS BY THE BOARD OF TRUSTEES

Marriage Officer – Mayor Arest

1. RESOLVED, that pursuant to the provisions of Section 11-c of the New York State Domestic Relations Law, the Board of Trustees hereby appoints Karen Brew, Dara Gruenberg, and Kenneth Mazer as Marriage Officers for a term of one official year; and be it further
2. RESOLVED, that the Marriage Officers shall receive no compensation for performing their duties.

* * * * *

Board Of Ethics – Trustee Wise

3. RESOLVED, that pursuant to the Provisions of General Municipal Law Section 808(3) and Scarsdale Village Code Section 37-7, Village Manager Alexandra Marshall is hereby appointed to the Board of Ethics to serve at the pleasure of the Board of Trustees until such time as a successor is appointed; and be it further
4. RESOLVED, that pursuant to the Provisions of General Municipal Law Section 808(3) and Scarsdale Village Code Section 37-7, Evelyn Stock is hereby re-appointed to the Board of Ethics to serve at the pleasure of the Board of Trustees until such time as a successor is appointed; and be it further
5. RESOLVED, that pursuant to the Provisions of General Municipal Law Section 808(3) and Scarsdale Village Code Section 37-7, Seth Ross is hereby appointed to serve as Chair of the Board of Ethics to serve at the pleasure of the Board of Trustees until such time as a successor is appointed.

* * * * *

Library Board – Trustee Gans

6. RESOLVED, that pursuant to provisions of the Scarsdale Public Library Charter and Education Law § 260(2), Xing Wang is hereby appointed by the

Board of Trustees to the Library Board for a term ending April 1, 2030, or until such time as a successor is appointed.

* * * * *

Advisory Council on Human Relations – Deputy Mayor Gruenberg

7. RESOLVED, that Lauren Grossberg is hereby appointed to the Advisory Council on Human Relations for the unexpired portion of a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
8. RESOLVED, that Margery Arsham, Christopher Burrows, Aubrey Phillibert, and Leora Wexler are hereby re-appointed to the Advisory Council on Human Relations for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
9. RESOLVED, that Leah Dembitzer is hereby re-appointed as Chair of the Advisory Council for Human Relations for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Advisory Council on Technology – Trustee Kofman

10. RESOLVED, that Deval Bhalja and Josh Seiden are hereby appointed as members of the Advisory Council on Technology for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
11. RESOLVED, that Eric Arnold and Scott Rompala are hereby re-appointed as members of the Advisory Council on Technology for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
12. RESOLVED, that Scott Rompala is hereby re-appointed as Chair of the Advisory Council on Technology for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Advisory Council on Scarsdale Senior Citizens – Trustee Mazer

13. RESOLVED, that Richard Cantor, Charles Greebel, and Nancy Nissen are hereby appointed to the Advisory Council on Scarsdale Senior Citizens for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
14. RESOLVED, that Vicki Bey, Matthew J. Callaghan, Susan Douglass, Katherine Eisenman, Jocelyn Forde, Emily Goodwin, Barbara Greebel, Joan Jones, Carol Silverman, and Ray Silverman are hereby re-appointed to the

Advisory Council on Scarsdale Senior Citizens for terms ending April 5, 2027, or until such time as successors are appointed; and be it further

15. RESOLVED, that Carol Silverman is hereby re-appointed to serve as Chair of the Advisory Council on Scarsdale Senior Citizens for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Conservation Advisory Council – Trustee Kofman

16. RESOLVED, that Matthew Goldstein is hereby appointed to the Conservation Advisory Council for a term ending April 5, 2027, or until such time as a successor is appointed; and be it further
17. RESOLVED, that Jeanne Marie Castiello, Vicki Tse, and Michelle Sterling are hereby re-appointed to the Conservation Advisory Council for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
18. RESOLVED, that Michelle Sterling is hereby re-appointed as Chair of the Conservation Advisory Council for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Council On People with Disabilities – Trustee Wise

19. RESOLVED, that Elizabeth Lawrence, Anne Moretti, Susan Matula, and Jeffrey Steinberg are hereby re-appointed to the Council on People with Disabilities for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
20. RESOLVED, that Marian Green is hereby re-appointed to serve as Chair of the Council on People with Disabilities for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Cable Television Commission – Trustee Gans

21. RESOLVED, that Matt Chesler is hereby re-appointed to the Cable Television Commission for a term ending April 1, 2030, or until such time as a successor is appointed; and be it further
22. RESOLVED, that Michael Rubin is hereby re-appointed to serve as Chair of the Cable Television Commission for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Advisory Council on Communications – Deputy Mayor Gruenberg

23. RESOLVED, that Jodi Greebel, Rohini Sahni, Daniela Retelny, and Mary Stretche are hereby appointed to the Advisory Council on Communications for two-year terms ending April 5, 2027, or until such time as successors are appointed; and be it further
24. RESOLVED, that Kerry Hayes, Dalya Khan, Lauren Rubino, and Omer Wiczyn are hereby re-appointed to the Advisory Council on Communications for one-year terms ending April 6, 2026, or until such time as successors are appointed; and be it further
25. RESOLVED, that Casey Klurfeld, Laurie Sage, and Andrew Sereysky are hereby re-appointed to the Advisory Council on Communications for two-year terms ending April 5, 2027, or until such time as successors are appointed; and be it further
26. RESOLVED, that Casey Klurfeld is hereby appointed to serve as Chair of the Advisory Council for Communications for a one-year term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Advisory Council on Youth – Trustee Kofman

27. RESOLVED, that Sundeep Dhiman, Charlie Huang, Jeanette Rosen, Andrew Schweitzer, and Moli Wilson are hereby re-appointed to the Advisory Council on Youth for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
28. RESOLVED, that Mark Mathias is hereby re-appointed as Chair of the Advisory Council on Youth for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

Arts Advisory Council – Deputy Mayor Gruenberg

29. RESOLVED, that Nilou Sharifi is hereby appointed to the Arts Advisory Council for a term ending April 5, 2027, or until such time as a successor is appointed; and be it further
30. RESOLVED, that Julia Park and Gabrielle Wise are hereby re-appointed to the Arts Advisory Council for terms ending April 5, 2027, or until such time as successors are appointed.

* * * * *

Advisory Council on Parks, Recreation and Conservation – Trustee Gans

31. RESOLVED, that David Glattstein and Jonathan Lemle are hereby appointed to the Advisory Council on Parks, Recreation, and Conservation for terms ending April 5, 2027, or until such time as successors are appointed; and be it further
32. RESOLVED, Anthony East, Larry Medvinsky, and Anita Singhal are hereby re-appointed to the Advisory Council on Parks, Recreation, and Conservation for terms ending April 5, 2027, or until such time as successors are appointed.
33. RESOLVED, that Larry Medvinsky is hereby re-appointed as Chair of the Advisory Council on Parks and Recreation for a term ending April 6, 2026, or until such time as a successor is appointed.

* * * * *

V. BOARD OF TRUSTEES MEETINGS; OFFICIAL NEWSPAPER; AND
OFFICIAL DEPOSITORIES OF THE VILLAGE OF SCARSDALE

1. RESOLVED, that the regular meetings of the Board of Trustees of the Village of Scarsdale for 2025-2026, be held at 8:00 P.M. in Rutherford Hall in Village Hall, located on Post Road, between Crane and Popham Roads, on the second and fourth Tuesdays of each month at 8:00 P.M. except during the months of July, August, September, and December 2025, and March 2026, as identified below, and that special meetings may be called by the Mayor as necessary:

July 22, 2025	8:30 A.M.	(Limited Agenda) (Time Change)
August 26, 2025	8:30 A.M.	(Limited Agenda) (Time Change)
September 30, 2025	8:00 P.M.	(in Lieu of September 23, 2025)
December 19, 2025	8:30 A.M.	(Limited Agenda) (in Lieu of December 23, 2025)
March 24, 2026	8:30 P.M.	(Time Change)

And the Board shall hold a meeting to review the agenda on the second and fourth Tuesdays of each month at 7:30 pm preceding the Board's regular meeting; and be it further

2. RESOLVED, that The Journal News is hereby designated as the official Village newspaper; and be it further
3. RESOLVED, that JP Morgan Chase, M & T Bank, Flagstar Bank, US Bank, the Cooperative Liquid Assets Security System (CLASS administered by Public Trust Advisors) and the New York Liquid Asset Fund (NYLAF administered by PMA) are hereby designated as official depositories of the funds of the Village of Scarsdale; and be it further
4. RESOLVED, that the Board of Trustees hereby re-adopts the Rules and & Procedures annexed hereto, as amended.

* * * * *



Date: Tuesday, April 8, 2025

Re: Resolution Authorizing the Village Manager to Execute a Contract With Scarsdale Meals on Wheels, Inc. for the Period Beginning June 1, 2025, and Ending May 31, 2026 - Deputy Mayor Gruenberg

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)
- [03.07.2025 Letter from Meals on Wheels of Scarsdale](#)
- [Agreement between the Village of Scarsdale and Scarsdale Meals on Wheels, Inc.](#)

Resolution Re: Contract With Scarsdale Meals on Wheels Inc.

WHEREAS, Scarsdale Meals on Wheels, Inc. provides a food program for housebound, needy, and elderly residents of the Village of Scarsdale; and

WHEREAS, the Village of Scarsdale desires to support the Meals on Wheels program for the benefit of the needy in the Village of Scarsdale; and

WHEREAS, the proposed agreement with Scarsdale Meals on Wheels, Inc. covers the period beginning June 1, 2025 and ending May 31, 2026; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to execute a contract with Scarsdale Meals on Wheels, Inc. to provide financial assistance in support of its program providing meal delivery services to Scarsdale at a cost not to exceed \$12,000, subject to budget appropriations.

Date: April 08, 2025



Meals on Wheels of Scarsdale Inc.

Meals on Wheels Scarsdale Inc.
One Heathcote Road
Scarsdale, NY 10583
mowscarsdale@gmail.com
914-723-4342

March 7, 2025

Village Board of Trustees
Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

Dear Members of the Village Board,

I hope this letter finds each of you and yours well. I am writing on behalf of Meals on Wheels of Scarsdale Inc to express our sincere gratitude for the generous support the Village of Scarsdale has provided us in the past, including the \$12,000 contribution made last year. Your continued partnership has been instrumental in helping us deliver nutritious meals to our community's homebound seniors, medically frail, and recovering and rehabilitating citizens. We deeply appreciate your strong commitment to the well-being of our residents.

The need for our services is growing, and we are committed to expanding our efforts to ensure that no person in our village goes without a hot, nutritious meal. We are reaching out to respectfully request that the Village of Scarsdale renew its contract with Meals on Wheels for the upcoming year, continuing your essential support. The funding will help us maintain and grow our meal delivery program, ensuring that we can meet the needs particularly of our aging community but also those whose physical, emotional or social conditions limit their ability to prepare and/or obtain nourishing meals for themselves.

We are incredibly grateful for your past support and would be honored to continue this partnership in the future. Your generosity directly impacts the lives of those who rely on our services, and we remain dedicated to providing high-quality care to Scarsdale's residents..

Thank you again for your invaluable support. Should you have any questions or need further information, please don't hesitate to contact our office at 914-723-4342 or via email at mowscarsdale@gmail.com. We look forward to the opportunity to work together to continue making a difference in our community.

Warm regards,

Monica W. Grey
President
Meals on Wheels of Scarsdale Inc.

cc: Alexandra Marshall, Scarsdale Village Manager
cc: Robin Goldstein, Program Manager, MOW Scarsdale Inc

**AGREEMENT BETWEEN THE VILLAGE OF SCARSDALE
AND SCARSDALE MEALS ON WHEELS, INC.**

THIS AGREEMENT (the “Agreement”) is made and entered into on _____, 2025 (the “Effective Date”) by and between Scarsdale Meals on Wheels, Inc. (“Meals on Wheels”), a domestic not-for-profit corporation, with offices at 1 Heathcote Road, Scarsdale, New York, and the Village of Scarsdale (the “Village”), a New York municipal corporation with offices at 1001 Post Road, Scarsdale, New York (each a “Party” and collectively the “Parties”).

W I T N E S S E T H

WHEREAS, Scarsdale Meals on Wheels, Inc. provides a food program for the home bound, needy, and elderly within the Village of Scarsdale; and

WHEREAS, the Village is concerned about the proper nutrition of residents who may be home bound, elderly or cannot otherwise afford or secure sufficient quantities of food; and

WHEREAS, the Village finds it to be in the best interests of the residents of the Village of Scarsdale to assist those who are otherwise unable to afford or secure proper nutrition; and

WHEREAS, the Village of Scarsdale desires to assist the Meals on Wheels program for the benefit of the needy in the Village of Scarsdale and has funds available to assist Meals on Wheels in the 2025-2026 Village Budget.

NOW, THEREFORE, in consideration of the mutual covenants and contained herein, it is agreed as follows:

1. **TERM**. This Agreement shall expire on May 31, 2026.
2. **ASSISTANCE**. The Village of Scarsdale shall retroactively pay quarterly \$3,000 to Scarsdale Meals on Wheels, Inc. for the period commencing on June 1, 2025 and ending on May 31, 2026. For clarity, the total sums paid by the Village to Meals on Wheels for the Term of this Agreement shall not exceed twelve thousand dollars and zero cents (\$12,000). Meals on Wheels, Inc. shall send quarterly invoices to the Village
3. **SERVICES**. Meals on Wheels shall supply free and/or low-cost food services to the home bound, elderly and needy individuals within the Village of Scarsdale.
4. **ACCOUNTING**. Meals on Wheels shall provide to the Village Manager an accounting on or before May 31, 2026, of how the funds were spent and the number of residents served within the Village of Scarsdale through its services.
5. **TERMINATION**. The Village may, without cause and penalty, terminate this Agreement upon thirty (30) days written notice to Meals on Wheels. In the event of termination for any reason the Village shall not pay Meals on Wheels any monies due for the remainder of the term.
6. **DISCLAIMER**. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE

VILLAGE SHALL NOT BE LIABLE HEREUNDER FOR EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE.

7. **INDEPENDENT CONTRACTOR**. Meals on Wheels and all its employees, assistants, consultants, volunteers and agents thereof shall be independent contractors to the Village and shall not claim or receive any benefit or privilege conferred to the Village's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. The Village shall not be responsible for Meals on Wheels compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for Meals on Wheels or any employee, assistant, consultant or agent thereof. Meals on Wheels exclusively assumes responsibility for any and all acts of its employees, associates, volunteers, and subcontractors as they relate to the Services to be provided under the Agreement.

8. **INSURANCE**. Meals on Wheels shall be responsible for the procurement and maintenance of such insurance coverage as shall be statutorily required and/or appropriate for its operations.

9. **INDEMNITY**. To the fullest extent permitted by law, Meals on Wheels shall indemnify, defend and hold the Village harmless and its elected officials, agents, officers, employees, volunteers, and representatives from and against any and all losses, damages, detriments, suits, claims, demands, liabilities and charges, including attorney's fees and disbursements, which arise from or are in any way connected with this Agreement.

10. **ENTIRE AGREEMENT**. This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only upon written mutual consent signed by the Parties.

11. **SEVERABILITY**. Should any provision or clause in this Agreement be deemed unenforceable or illegal by any court, such provision or clause shall be stricken from this Agreement and the remaining provisions or clauses shall be fully enforceable.

12. **CHOICE OF LAW**. This Agreement shall be construed with and subject to the laws of the State of New York, without consideration to its conflict of laws provisions. Should any dispute arise hereunder the Parties hereby agree to adjudicate any and all disputes in a court located in the County of Westchester, New York.

13. **COUNTERPARTS**: This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year first written above.

VILLAGE OF SCARSDALE

SCARSDALE MEALS ON WHEELS, INC.

Signature

Signature

Alexandra Marshall

Name

Name

Village Manager

Title

Title

Date

Date



Date: Tuesday, April 8, 2025

Re: Resolution Approving the Fiscal Year 2025-2026 Village-Wide Fees and Charges Schedule - Trustee Gans

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)
- [04.02.2025 E. Giovanni Memo - Proposed FY2025-2026 Fees and Charges](#)
- [25-26 Proposed Fees and Charges](#)

Resolution Re: Fiscal Year 2025-2026 Village-Wide Fees and Charges Schedule

WHEREAS, on an annual basis, the Village reviews its schedule of Village-wide Fees and Charges relative to current operating costs, chronology of previous increases, and the completion of comparative municipal surveys in conjunction with review and discussion with the Board of Trustees as part of the annual budget review process; and

WHEREAS, fee modifications for Fiscal Year 2025-2026 are included herein; now, therefore, be it

RESOLVED, that the FY 2025-26 Village-Wide Fees & Charges Schedule Dated April 02, 2025, attached hereto and made proof hereof, is herein adopted effective June 01, 2025; and be it further

RESOLVED, that the Village Clerk is hereby directed to publish notice of changes to the Village-Wide Fees and Charges Schedule.

Date: April 08, 2025

SCARSDALE

1701
NEW YORK

To: Alexcpf tc Marshall, Village Manager

From: Emily Giovanni, Assistant Village Manager

Date: Wednesday, April 02, 2025

RE: FY 25/26 Village-Wide Fees and Charges Schedule

MEMORANDUM
Village Manager's Office

The attached “*FY 2025–26 Proposed Village-Wide Fees and Charges Schedule*” (“Schedule”) outlines fees for Village licenses, permits, and services, excluding those administered by the Department of Parks, Recreation, and Conservation, which maintains a separate schedule. Current fees are shown in black; proposed modifications appear in red. In accordance with the Village Code, all changes must be adopted by resolution of the Village Board.

Fee adjustments are guided by the following objectives:

- To reflect rising material and personnel costs.
- To support policy goals and operational needs.
- To ensure compliance with regulatory requirements.

Staff and the Board of Trustees reviewed the Schedule in the context of current operating costs, past fee adjustments, and, where applicable, municipal benchmarking. While many fees have remained static for several years, targeted updates are proposed to address inflationary pressures, evolving service demands, and the need to maintain fiscal sustainability and service quality.

Summary of Key Fee Modifications for FY 2025–26:

Village Clerk

- Introduction of a non-refundable deposit for wedding site fees.
- Increased fees for dog impoundment and associated daily holding charges.

Water Department

- Increased fees for testing water meters.
- Adjustments to base water use charges across Scarsdale and Eastchester accounts.
- Updates to quarterly service charges across all meter sizes.

Alarms

- Increased alarm user permit fee.

Department of Public Works & Village Engineer

- Increase in the sidewalk café permit fee.
- Increased fees for utility connections to the sanitary sewer system (catch basins, manholes, and pipes).
- Revised structure eliminates the volume-based tiers and replaces them with a uniform, higher per-tree fee.

Building Department

- Increased fees for plumbing permits (up to four fixtures), electrical inspection, and certificates of use or occupancy.

Planning Board, Board of Architectural Review (BAR), Committee for Historic Preservation (CHP)

- Increased application fees for BAR and CHP, including for residential site plans and approved subdivision extensions.
- Increased neighbor notification fee.

Fire Department

- Increased storage permit fees for flammable and hazardous materials, as well as higher renewal and inspection fees.
- Increased fee for Public Display of Fireworks.

Village Hall Room Rentals – All Other Organizations

- Increased rental fees for Rutherford Hall, conference rooms, and other meeting spaces at Village Hall and the Crossway Firehouse for organizations that do not qualify as Official Village Organizations or as civic, educational, or charitable groups.

These adjustments reflect the Village's ongoing commitment to ensuring that its fee structure remains fair, transparent, and aligned with both operational realities and community expectations. By making targeted updates, the Village seeks to balance the cost of providing high-quality services with the responsibility of maintaining long-term fiscal sustainability. The Village Manager's Office recommends adoption of the proposed Schedule to take effect on June 1, 2025.

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
Village Manager					
Banner Request					
	Maximum Two-Week:	\$100.00		Per Installation	Feb 2021
	Over Two-Week Period (Per Calendar Year):	\$200.00		Per Installation	Feb 2021
Special Event Permit					
	Single Streetblock Location - Road Closure		\$100, plus any admin. or public safety exps		Feb 2021
	Single Streetblock Location - no Road Closures		\$50, plus any admin. or public safety exps		Feb 2021
	Private Events Closed to Public		\$200, plus any admin. or public safety exps		Feb 2021
	Merchant Promotion		\$100, plus any admin. or public safety exps		Feb 2021
	Use of Village-Owned Permit or Metered Parking Lot (Per Space)		\$25 per space, plus any admin. or public safety exps		Feb 2021
	Public Displays, Protests/ Demonstrations, and Other “Free Speech” related events excluding road, sidewalk, park, or public facility closures, and excluding use of heavy equipment		\$0		Feb 2021
	Tabling/Fundraiser Events involving School or Youth Groups (max 2 tables)		\$0		Feb 2021
	Tabling/Fundraiser Events involving Non-Profit Organizations (Except for School or Youth Groups) (max 2 tables)		\$50, plus any admin. or public safety exps		Feb 2021
	All other Tabling/Fundraiser Events (max 2 tables)		\$100, plus any admin. or public safety exps		Feb 2021
	Inclusion of Food Trucks		\$100		Feb 2021
	All Other Special Events		\$50, plus any admin. or public safety exps		Feb 2021
	Rush Charge (If Requesting Permit within 30 Days from Application Date; charged at discretion of Village Manager’s Office based on event timeframe and size)		Additional 25% of Permit Fee		Feb 2021
	Multi-Day Event	10% of Permit Fee, times the number of subsequent days of the event after the first			Feb 2021
Filming Permit Fees					
	Student	No fee			Mar 2013
	Nonprofit	No fee + Exp			Mar 2013

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee \$500/hr +Exp	Proposed Fee	Per Unit	Latest Revision Mar 2013
	For-Profit				
	*All filming productions must provide insurance				
Village Clerk					
Amusement License Fees					
116-1	a) Circus	\$70.00		Per day	Mar 2002
	b) Billiards, poolroom, bowling alley, etc.	\$140.00		Per day	Mar 2002
	c) Any theater, exhibition, or performance	\$30.00 \$400.00		Per day Per year	Mar 2002 Mar 2002
116-2	d) Mechanical amusement device	\$260.00		Per year	Mar 2002
Peddlers and Vendors					
234-7	Replacement of Canceled Peddling or Vending License	\$15.00		Per year	Mar 2005
234-14	Peddlers and Vendors License Fees	\$225.00 \$120.00 \$75.00		Per year Per 6 months Per 3 months	Mar 2016 Mar 2016 Mar 2016
NYS Domestic Relations Law					
413-14A	Marriage License	\$40.00			Aug 2003
	Marriage Transcript	\$10.00			Mar 2001
	Wedding Site Fee	\$100.00			Mar 2001
NEW	Non-Refundable Deposit for Site Fee		\$50.00		NEW
	Facility Rental Fee				
	Non-Residents	\$100.00			Feb 2020
	Residents	\$50.00			Feb 2020
141-9	Dog License Fees*				
	a) Spayed/Neutered	\$21.00		per dog/annually	Feb 2020
	b) Unspayed/unneutered	\$23.00		per dog/annually	Mar 2010
	c) Unspayed/unneutered (4 months +)	\$29.00		per dog/annually	Feb 2020
	d) Replacement Tag	\$5.00		per dog	Feb 2014
	e) Late Permit Renewal	\$5.00			Feb 2020
	f) Doggie License (Optional)	\$5.00		per dog/annually	Feb 2014
141-10	Dog Impoundment Fee (base fee)	\$40.00	\$100.00	per dog	Mar 2023
	a) Each additional 24-hour period	\$10.00	\$20.00	per dog	Mar 2023

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
136	NYS Notary Public License Law Notarial Fees	\$2.00		per notary	Oct 2008
Taxicabs					
272-6	License for each taxicab	\$120.00		Per year	Mar 2010
		\$60.00		Per 6 months	Mar 2010
272-9	Transfer of Taxicab License	\$60.00			Mar 2010
272-17	Taxicab Driver's License Fees	\$50.00		Per year	Feb 2018
	License Renewal	\$45.00		Per year	Feb 2018
	Re-issuance of lost license	\$40.00			Feb 2018
	Issuance of badge	\$25.00			Feb 2018
Water					
A320-4B	Application Fee for Special type of Water Service Connection	\$250.00			Mar 2023
A320-7	Street Service Connection Charges	\$1,160.00		1" pipe	Mar 2023
		\$1,530.00		1 1/2" pipe	Mar 2023
		\$1,800.00		2" pipe	Mar 2023
A320-7	Water Inspection Fee	\$200.00			Mar 2023
A320-7	Well Permit Application Fee	\$100.00			Mar 2023
A320-8	Installation of Special Water Conn. for Private Fire Protect Sys.	\$250.00		4 inch or less	Mar 2010
		\$300.00		6 inch	Mar 2010
A320-8 (5)	Ready to Serve Annual Fee for Special Water Conn. for Private Fire Protect Sys.	\$250.00		4 inches or less	Mar 2012
		\$300.00		6 inches	Mar 2012
A320-16	Water Meter Replacement	\$360.00		5/8" meter	Mar 2023
		\$440.00		3/4" meter	Mar 2023
		\$500.00		1" meter	Mar 2023
		\$920.00		1 1/2" meter	Mar 2023
		\$1,120.00		2" meter	Mar 2023
A320-18	Testing Water Meters for Meter Test	\$200.00	\$375.00	5/8"	Mar 2012
	Reading < 103%	\$200.00		3/4"	Mar 2012
		\$200.00		1"	Mar 2012

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
		\$275.00		1 1/2"	Mar 2012
		\$275.00		2"	Mar 2012
		all associated costs		>2"	
A320-21	Temporary Discontinuance of Water Service	\$200.00			Mar 2023
A320-21	Abandonment of Existing Service Line	\$300.00			Mar 2023
A320-22	Fire Hydrant Use Permits Tree Spraying-Hydrant Permit (annual) retained	\$500.00		Permit	Mar 2023
A320-22	Fire Hydrant Fee for Areas Outside of Water District	\$500.00		ea.	Mar 2023
	Tree Spraying & other Hydrant Use Water Charge	\$450.00 + \$65.00 each		25,000 gal.max. 1,000 gal over 25,000 gal.	Mar 2023 Mar 2023
A320-23	Water Use Charges				
Scarsdale Quarterly Accounts					
	Base Rate	\$3.87	\$3.99	Per 1 CCF up to 50 CCF per quarter	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
	Excess Rate Tier 2	3.5 x Base Rate	3.5 x Base Rate for		
Scarsdale Monthly Accounts					
	Base Rate	\$3.87	\$3.99	Per 1 CCF up to 500 CCF per month	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
Eastchester Water District Quarterly Accounts					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 50 CCF per quarter	Mar 2024
		3.0 x Base Rate	3.0 x Base Rate for		
	Excess Rate Tier 1	for Use above 50 CCF to 125 CCF per Quarter	Use above 50 CCF to 125 CCF per Quarter		Feb 2019

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per Quarter	3.5 x Base Rate for Use Above 125 CCF per Quarter		
Eastchester Water District Monthly Accounts					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 500 CCF per month 1 CCF = appx. 749 gallons	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
Quarterly Accounts Served Outside the Village and Eastchester Water District					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 50 CCF per quarter 1 CCF = appx. 749 gallons	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate for Use above 50 CCF to 125 CCF	3.0 x Base Rate for Use above 50 CCF to 125 CCF per Quarter		Feb 2019
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per Quarter	3.5 x Base Rate for Use Above 125 CCF per Quarter		
A320-23	Service Charges per Quarter	\$30.00		5/8" meter	Mar 2024
		\$45.00		3/4" meter	Mar 2024
		\$60.00		1" meter	Mar 2024
		\$150.00		1 1/2" meter	Mar 2024
		\$195.00		2" meter	Mar 2024
		\$360.00		3" meter	Mar 2024
		\$600.00		4" meter	Mar 2024
		\$1,200.00		6" meter	Mar 2024
A320-	Water Charge - Construction Purposes (Prior to installation of meter)	\$900.00		per year	Mar 2012
A320-25	Special Bills for a Portion of a Quarterly Period	\$100.00			Mar 2024
		\$24.00	\$30.00	5/8" meter	Mar 2022
		\$36.00	\$45.00	3/4" meter	Mar 2022
		\$48.00	\$60.00	1" meter	Mar 2022
		\$120.00	\$150.00	1 1/2" meter	Mar 2022
		\$156.00	\$195.00	2" meter	Mar 2022
		\$288.00	\$360.00	3" meter	Mar 2022
		\$480.00	\$600.00	4" meter	Mar 2022

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee \$960.00	Proposed Fee \$1,200.00	Per Unit 6" meter	Latest Revision Mar 2022
A320-26	Penalties for unpaid water bills	After 1 mo. and up to 2 mo. 5%. Thereafter, an add 1% per mo.			
A320-26	Unpaid Water Bill Penalty (service restoration after 3 month shutoff)			Additional Charge	Mar 2005
Sanitary Sewer Rent Charge					
244-4	Scarsdale Water Accounts	\$0.95		Per unit of water	Mar 2023
Alarms					
107-5	License Fees - Alarm User Permit	\$85.00	\$100.00		Mar 2010
107-13	False Alarm Charges (Monitored Privately)				
	First False Alarm per year	No Charge			Mar 2010
	Second False Alarm per year	\$75.00			Mar 2023
	Third False Alarm per year	\$150.00			Mar 2023
	Four to Six Alarms per year	\$200.00			Mar 2023
	Each Additional up to ten per yr.	\$250.00			Mar 2023
	Eleven or more per year (ea.)	\$300.00			Mar 2023
	Nonlicensed False Alarm	\$150.00			Mar 2023
107-13	Suspended Permit False Alarm	\$160.00	plus Applicable False Alarm Charge Per Schedule		Mar 2023
DPW & Village Engineer					
163-3	Permit for Blasting	\$2,500.00			Mar 2008
179-7	Fee for Dumping at Village at Disposal Site	\$17.50		per 200lbs	Feb 2019
		No Charge for -residents only-		first 200lbs/day	
	Recyclable Yard Organic Bags	\$4.00		5 Bags	Mar 2009
	Small Starter Kit (Food Waste)	\$20.00		per kit	Feb 2019
	Large Starter Kit (Food Waste)	\$25.00		per kit	Feb 2019
	Large Wheeled Bin (13gal)	\$15.00		per bin	Feb 2019
	Food Waste Composting 3 Gallon Bags (25/Roll)	\$2.00		per roll	Feb 2017
	Food Waste Composting 13 Gallon Bags (25/Roll)	\$5.00		per roll	Feb 2017
	Food Waste Composting 23 Gallon Bags (25/Roll)	\$9.00		per roll	Feb 2019
245-3	Sidewalk Café	\$5.00	\$7.00	per square foot/yearly	Feb 2014
	Right of Way Deposit	\$10.00		per square foot	Feb 2021

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
256-1	Right-of-Way License Agreement/Permit	\$1,250.00			Feb 2017
	Right-of-Way Annual Maintenance Fee	\$150.00			Feb 2018
256-4	Street and/or Sidewalk Opening Permit Fee	\$250.00		per opening (4 sq yard)	Feb 2021
	Street Restoration (Deposit)				
	Dirt Roads/Paper Street	\$300.00			Mar 2008
	Scenario "A"	\$2,000.00			Mar 2023
	Scenario "B"	\$4,000.00			Mar 2023
	Scenario "C"	\$4,000.00			Mar 2023
	Scenario "D"	\$5,000.00			Jun 2016
	Scenario "E"	\$5000 DEPOSIT			Jun 2016
	Scenario "F"	\$10000 DEPOSIT			Jun 2016
256-4	Street Opening without permit				
	1st Event	\$500.00			Feb 2021
	2nd Event	\$1,000.00			Feb 2021
	3rd Event	\$1,500.00		plus \$1/\$1,000	Feb 2021
	4th Event	\$2,000.00			Feb 2021
	(The fees identified per Event are exclusive of the \$250.00 Street Opening Base Permit Fee. The accrual of each event is calculated on a 24 month rolling basis.				Feb 2021
256-11	Inspection (Streets, Sidewalks & ROW)	\$150.00		per inspection	Feb 2019
	Re-inspection Fee	\$150.00		per inspection	Mar 2024
	Hourly Inspection Fee - Construction, Engineering	\$100.00		per hour	Feb 2021
	Temp. Parking Permit at a metered space	\$50.00		per day	Feb 2021
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00	\$775.00		Mar 2007
	b) All pipes	\$350.00	\$550.00		Mar 2007
254-7	Stormwater Permit				Feb 2021
	a) Existing Residential Property Improvements	\$900.00			Feb 2021
	b) New Home Construction	\$1,600.00			Feb 2021
	c) Non-Residential	\$900.00	Plus \$1 per \$1,000 of estimated construction costs exceeding \$500,000		Feb 2021
	d) Revisions to stormwater permit	\$500.00			Feb 2021

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	e) Inspection	\$600.00		flat fee to cover up to four basic inspections	Mar 2024
	f) Reinspection	\$150.00		Per reinspection	Mar 2024
	g) Resubmission Fee		\$300.00		NEW
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00			Mar 2007
	b) All pipes	\$350.00			Mar 2007
277-8	Excavations & Removals of Topsoil				
	a) Excavation - Minimum	\$1,500 for 20,000 cubic yards	plus 10 cents a yard over 20,000 yards		Mar 2001
	b) Removal of Topsoil	\$500 for an area of 5,000 square feet	plus 10 cents a yard over 20,000 yards		Mar 2001
281-4E	Tree Removal Permit Application	\$50/Tree	100 Per Tree	1-4 Trees **	Jun 2018
		\$60/Tree	Eliminate	5-17 Trees	Jun 2018
		\$75/Tree	Eliminate	18 or more trees	Jun 2018
		*** Two "As of Right" Trees as per Village Code 281-3D do not require fee			
	Donation Tree Preservation Fund in lieu of replacement trees	\$500.00		1 Tree	Mar 2023
		\$600/Tree		2 to 4 Trees	Mar 2023
		\$700/Tree		5 to 10 Trees	Mar 2023
		\$800/Tree		Greater than 10 Trees	Mar 2023
	General Site Restoration Deposit for Crane or Heavy Equipment	\$1,000.00		Refund upon stump removal and final site restoration	Jun 2018
	Replacement Tree Deposit	\$500/ Tree		Per 1 Tree	Mar 2023
281-8C	Tree Removal Permit Extension	\$50.00		1 or 2 trees (Trees #3 & #4)	Mar 2009
		\$100.00		3 or more trees (Trees #5+)	Mar 2009
Building Department					
132-6	Plumbing Permit Fees:				
	Up to 4 Fixtures	\$150.00	\$200.00		Feb 2021
	More than 4 Fixtures-per Fixture	\$25.00		per fixture	Feb 2021
	Fuel Oil Tank Removal/Installation	\$150.00			Mar 2023

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Oil/Gas Burner Installation/Removal	\$150.00			Mar 2023
	Electrical Inspection Fee	\$100.00	\$200.00		Feb 2018
132-33	Building Permit Fees				
	Estimate Cost of Work Up to \$1,000	\$100.00			Mar 2023
	\$1,000 to \$4,999,999	\$100.00		Plus \$18 for each \$1,000 or fraction thereof over \$1,001	Feb 2021
	Over \$5,000,000	\$91,000.00		Plus a fee to be set by resolution of the Village Board	Feb 2021
	Reinspection	\$100.00			Mar 2023
132-25	Extension of Expired Building Permit	\$500.00		1/24 of original Building Permit Fee multiplied by # of months extended, but in no case less than \$500	Mar 2008
132-32	Demolition Permit	\$1,000.00		\$2.00 per sq. ft. >750 sq. ft.	Mar 2023
132-33C	Review Amended Plans	\$150.00		Not to exceed 50% of the original permit fee	Mar 2023
133-2C	Multiple Plan Review	\$100.00		per plan review after the first review	Feb 2021
132-2C	Work done without a Building Permit	Prior to 1995 1995 to present		two times the cost of a permit three times the cost of a permit	Mar 2002 Mar 2002
132-34	Public Property Damage Deposit				
	a) Disturbance	\$30.00		Per linear ft.	Mar 2001
	b) Minor Disturbance	\$600.00		Lump sum payment	Jan 2006
132-51	Certificate of Use or Occupancy	\$150.00	\$200.00		Feb 2021
132-55A/B	Pre-Date Letter	\$300.00			Feb 2021

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	First 2 Temporary CO's	\$150.00		Each	Feb 2021
	For Temporary CO's thereafter	\$300.00		Each	Feb 2021
	Request for Copies/Micro Film	\$20.00		Copy	Feb 2021
	CO for building permits over 5 yr	\$200.00			Feb 2021
247-5	Handling and Storage of Commerical Signs confiscated from Village Property	\$50.00			Mar 2002
317-16	Filing Fee for Appeals to the Board of Architectural Review on Rulings of Building Inspect.	\$200.00			Feb 2021
317-21	Filing Fee for Hardship Variances	\$100.00			
Planning Board, BOA, BAR & CHP					
		NYS Dept. of Environmental Conservation (6 NYCRR 617.13)			
152-8B	SEQRA EIS Review Residential	Not to exceed 2% of total project value, pursuant to 6 NYCRR 617.13			Mar 2009
	SEQRA EIS Review Non-Residential	Not to exceed one half of 1% of total project value, pursuant to 6 NYCRR 617.13			Mar 2009
182-4	Application to the CHP	\$200.00	\$500.00		Mar 2009
182-21	Application to BAR	\$225.00	\$300.00	New houses	Mar 2007
		\$55.00	\$100.00	All others	Mar 2007
281-6	Application to BAR-Heritage Tree	\$0.00			Mar 2009
256-23H	Appeal Decision of the Village Engineer to the Planning Board	\$300.00			Mar 2013
167-13, -25	Flood Control				
171-6B	Wetlands				
302-3	Watercourse Diversion Permit	\$1,000.00			Mar 2023
(306)	Wireless Permits				
	All Facilities other than Small Wireless Facilities				
(306-7, -20)					

4/2/2025

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
(306-6, -9, -22)	Application and Renewal Fees	\$3,000.00			Mar 2022
	Other Fees	Plus all objectively reasonable consulting engineering and legal costs to the Village related to a single application			Mar 2022
	Small Cell Facilities				Mar 2022
(306-7, 306-20)	Application and Renewal Fees	\$500.00		for the first five small wireless facilities	Mar 2022
		\$100.00		for each additional small wireless facility beyond five	Mar 2022
	New Fixed Location	\$1,000.00		per new tower, support structure, or base station	Mar 2022
(306-22)	Annual Registration Fee	\$270.00		per small cell wireless facility	Mar 2022
(306-6, -9, -22)	Other Fees	Plus all objectively reasonable consulting engineering and legal costs to the Village related to a single application			Mar 2022
310-67	Special Use Permit: Non Conformity - Residential	\$50.00			Mar 2008
310-67	Special Use Permit: Non Conformity - Non Residential	\$75.00			Mar 2008
310-70C	Parking Waivers	\$500.00			Mar 2013
310-75A	Registration - Home Occupation	\$100.00			Mar 2023
310-88	Special Use Permit - Residential	\$800.00			Mar 2023
310-89	Special Use Permit - Non Residential	\$750.00			Mar 2023
310-98	Legal Review Fee - Planning, Zoning Board	\$550.00		per application (determined by Planning Board upon consultation of Village Planning and Village Attorney)	Mar 2023
310-98A	Application for re-hearing/BOA	\$350.00			Mar 2023
310-98B	Application for a Change of Zoning	\$1,500.00			Mar 2023

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
310-87	Application for Variance	\$550.00			Mar 2023
A316-9	Appeal Building Inspector Decision to BOA	\$550.00			Mar 2023
A319-17	Planning Board - App. Fee Wetlands	\$550.00			Mar 2023
	Variance from Flood Damage Prevention	\$500.00			Mar 2013
A319-17	Subdivisions - Preliminary	\$1,500.00		plus	Mar 2016
		\$250.00	\$500.00	per new lot created	Mar 2013
A319-17	Subdivisions - Final	\$1,500.00		plus	Mar 2016
		\$350.00	\$500.00	per new lot created	Mar 2013
A319-17	Approved Subdivision Extension App.	\$100.00	\$200.00		Mar 2013
A319-17	Site Plans - Non Residential	\$1,100.00		plus	Mar 2023
	Up to 25 spaces	\$40.00		per parking space	Mar 2004
	Over 25 spaces			Fee set via Village Board resolution	Mar 2004
A319-17	Site Plans - Residential				
	New Houses	\$500.00	\$800.00		Mar 2013
	Addition	\$300.00	\$500.00		Mar 2013
254-10	Adjoining Property Buffer	\$500.00			Mar 2024
A319-17	Site Disturbance Threshold	\$800.00			Aug 2024
A319-17	Special Flood Hazard Area Construction and Other Development	\$500.00			Aug 2024
A319-17	New Home on a Corner Lot	\$800.00			Aug 2024
A319-17	Demolitions/Alterations 50%+	\$800.00			Aug 2024
A319-17	New Home with Gross Floor Area 15,000 Square Feet or More	\$500.00			Aug 2024
A319-17	Cluster Site Plan	\$500.00			Aug 2024
A319-17	Site Plan Approval for Lots at a Distance from the Street ("Flag Lots")	\$500.00			Aug 2024
A319-17	Aggregate Site Disturbance (36 months)	\$800.00			Aug 2024

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
A319-39	Pre-Application Conference Review	\$300.00			Mar 2023
	Neighbor Notification Fee	\$100.00	\$150.00	Per List (required for all applications to Land Use Boards)	Feb 2021
Parking	Metered and Off Street Parking				
290-84	15 Minute Parking	\$0.25			Mar 2011
290-84	30 Minute Parking	\$0.50			Mar 2011
290-84	1 Hour Parking	\$1.00			Mar 2011
290-84	2 Hour Parking	\$2.00			Mar 2011
290-84	3 Hour Parking	\$3.00			Mar 2011
290-84	4 Hour Parking	\$4.00			Mar 2011
	0-4 Hour Parking Meters	\$1.00		per/Hour	Mar 2011
290-84	8 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5-8th hrs.	Mar 2011
290-84	12 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5th-12th hrs.	Mar 2011
290-84	24 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5th-24th hrs.	Mar 2011
	Refund of Unused Parking Permit	\$10.00			Mar 2011
290-85	Replace Parking Permit (Lost or Stolen)				
	Christie Place & Freightway (Annual)	1st Quarter/\$100.00			Feb 2015
		2nd Quarter/\$75.00			Feb 2015
		3rd Quarter/\$50.00			Feb 2015
		4th Quarter/\$25.00			Feb 2015
	Freightway & Village Hall (Semi-Annual)	\$75.00		Months 1-3	Feb 2015
		\$50.00		Months 4-6	Feb 2015
	Merchant Lot & VH	\$50.00		1st Half	Feb 2015
		\$25.00		2nd Half	Feb 2015
	Scarsdale Meter Lot	\$10.00		All Year	Feb 2018
	Temporary Permit for Current Holders	\$5.00		Up to Two Weeks	Feb 2015
290-85	Christie Place Resident Annual	\$1,700.00			Aug 2021
	Christie Place Resident Semi-Annual	\$900.00			Aug 2021

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Christie Place Non-Resident Annual	\$2,475.00			Aug 2021
	Christie Place Non-Resident Semi-Annual	\$1,300.00			Aug 2021
290-85	East Parkway Outdoor Lot Annual	\$2,200.00			Aug 2021
290-85	Freightway Non-Resident Semi-Annual	\$880.00			Feb 2020
290-85	Freightway Non-Resident Annual	\$1,650.00			Feb 2020
290-85	Freightway Resident Semi-Annual	\$605.00			Feb 2020
290-85	Freightway Resident Annual	\$1,100.00			Feb 2020
290-85	Freightway Resident Summer Seasonal	\$350.00			Feb 2017
290-85	Freightway Merchant Rooftop Annual	\$500.00			Aug 2021
290-85	Freightway Merchant Rooftop Semi-Annual	\$300.00			Aug 2021
290-85	Freightway Garth Road Annual	\$1,300.00			Aug 2021
290-85	Freightway Garth Road Semi-Annual	\$725.00			Aug 2021
290-85	Scarsdale Meter Permit (Annual)	\$125.00			Aug 2021
290-85	Merchant's Permit (Annual)	\$1,200.00			Aug 2021
	Merchant's Permit (Semi Annual)	\$700.00			Aug 2021
290-86	6-Month Village Hall Parking Permit	\$170.00			Jun 2006
	12-Month Village Hall Parking Permit	\$330.00			Jun 2006
	Motorcycle/Scooter Parking Permit	\$200.00			Mar 2011
	Quarterly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage		One-Third (1/3) of Annual Permit Pricing		Mar 2022

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Monthly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage		One Tenth (1/10) of Annual Permit Pricing		Mar 2022
Police					
81-2	Special Duty Assisgnment	\$157.68	\$165.00	per hour (3 hour minimum)	Jul 2023
192-4	Fingerprinting	\$30.00		Per Card	Mar 2010
	Digital Photo Fees	\$30.00		Per CD	Mar 2001
		\$15.00		Per Sheet Photos	Mar 2001
		\$10.00		Digital copy of Polaroid	Feb 2015
	Preparation of good conduct letters	\$25.00	\$45.00	Per letter	Mar 2004
290-64	Vehicle Towing	As set by contract			N/A
290-67	Vehicle Storage	\$45.00		Per day	Mar 2023
					Mar 2022
Fire					
132-10A	The storage, in portable containers, of any Class I, Class II or Class III liquid	\$100.00	\$150.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00	\$100.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
132-10B	The installation or removal of a storage tank intended to contain motor fuel (either Class I or Class II liquid) or a Class I liquid for any purpose	\$150.00		Plus \$100 per inspection for every hour over one.	Mar 2000
132-10C	The installation, maintenance, removal or use of equipment designed to dispense Class I or Class II liquids	\$300.00		Plus \$100 per inspection for every hour over one.	Mar 2001
	Annual Renewal	\$150.00		Plus \$75 \$100 per inspection for every hour over one.	Mar 2001
132-10D	The installation or removal of a storage tank intended to contain liquefied petroleum gas when such tank has a water capacity in excess of 200 gallons	\$200.00		Plus \$100 per inspection for every hour over one.	Mar 2005
132-10E	The storage, in any quantity, of toxic or flammable fumigants and thermal insecticidal fogging liquids	\$100.00	\$150.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00	\$100.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
132-10G	The establishment, maintenance or use of an area of public assembly	\$175.00		Plus \$100 per inspection for every hour over one.	Feb 2014

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
132-10H	The establishment, maintenance or use of a dry-cleaning plant	\$250.00			Mar 2000
	Annual Renewal	\$100.00			Mar 2000
132-10I	The erection, maintenance or use of a tent, booth or air-supported structure having a floor area in excess of 120 square feet or, regardless of size, any such structure to which the public has access	\$125.00			Mar 2005
132-10J	The storage or display of natural Christmas trees for sale	\$60.00			Mar 2000
132-10K	Public Display of Fireworks	\$125.00	\$500.00		Mar 2002
Miscellaneous Fees					
Copies	Audio Duplication Fee	\$15.00		Per Tape	
	Letter Size 8 1/2 x 11	\$0.25		Per Copy	Mar 2008
	Legal Size 8 1/2 x 14	\$0.25		Per Copy	
	Ledger Size 11 x 17	\$0.50		Per Copy	Mar 2013
	Super/Irregular	\$15.00		Per Copy	
	Web-based tax/water bill payment fees	\$1.00		Per Payment	Mar 2005
Village Owned Meeting Rooms					
a) Official Village Organizations		\$0.00		Per Meeting	1980
	- Board of Trustees				
	- Planning Board	- Board of Education			
	- Board of Appeals	- Library Board			
	- Board of Architectural Review	- Village Justice Court			
	- Boards, Commissions, Councils and Committees appointed by the Board of Trustees or by any other of the above named Village Organizations				
b) Civic, Educational and Charitable Organizations <i>(No evening meetings permitted)</i>					
	- Town/Village Civic Club	- Scarsdale Bowl Committee	- Friends of the Scarsdale Parks	- Political Parties	
	- Scarsdale Woman's Club	- Friends of the Library	- Scarsdale Independent Sports Organizations	- Scarsdale Little League	
	- Scarsdale Family Counseling Service	- Neighborhood Associations	- Scarsdale Procedures Committee	- Scarsdale Foundation	
	- Non-Partisan Nominating Committees	- League of Women Voters			
	- Other charitable organizations or committees sponsored or associated with the above listed organizations			no charge per BOT resolution	
Village Hall	—Rutherford Hall	\$100.00-		Per Meeting-	Mar 2009
	—Third Floor Conference Room	\$30.00-		Per Meeting-	Mar 2009

4/2/2025

FY 2025-26 **PROPOSED** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	— Third Floor Meeting Room	\$30.00-		Per Meeting	Mar 2009
	— Trustees Room	\$30.00-		Per Meeting-	Mar 2009
	— Recreation Conference Room	\$30.00-		Per Meeting	Mar 2009
	— Crossway Firehouse	\$100.00-		Per Meeting-	Mar 2009
c) All Other Village Organizations					
Village Hall	- Rutherford Hall	\$100.00	\$200.00	Per Meeting (3 Hours)	Mar 2009
	- Third Floor Conference Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Third Floor Meeting Room	\$60.00	\$120.00	Per Meeting (3 Hours)	Mar 2009
	- Trustees Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Recreation Conference Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Crossway Firehouse	\$120.00	\$200.00	Per Meeting (3 Hours)	Mar 2009

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
Village Manager					
Banner Request	Maximum Two-Week:	\$100.00		Per Installation	Feb 2021
	Over Two-Week Period (Per Calendar Year):	\$200.00		Per Installation	Feb 2021
Special Event Permit					
	Single Streetblock Location - Road Closure		\$100, plus any admin. or public safety exps		Feb 2021
	Single Streetblock Location - no Road Closures		\$50, plus any admin. or public safety exps		Feb 2021
	Private Events Closed to Public		\$200, plus any admin. or public safety exps		Feb 2021
	Merchant Promotion		\$100, plus any admin. or public safety exps		Feb 2021
	Use of Village-Owned Permit or Metered Parking Lot (Per Space)		\$25 per space, plus any admin. or public safety exps		Feb 2021
	Public Displays, Protests/ Demonstrations, and Other Free Speech related events excluding road, sidewalk, park, or public facility closures, and excluding use of heavy equipment		\$0		Feb 2021
	Tabling/Fundraiser Events involving School or Youth Groups (max 2 tables)		\$0		Feb 2021
	Tabling/Fundraiser Events involving Non-Profit Organizations (Except for School or Youth Groups) (max 2 tables)		\$50, plus any admin. or public safety exps		Feb 2021
	All other Tabling/Fundraiser Events (max 2 tables)		\$100, plus any admin. or public safety exps		Feb 2021
	Inclusion of Food Trucks		\$100		Feb 2021
	All Other Special Events		\$50, plus any admin. or public safety exps		Feb 2021
	Rush Charge (If Requesting Permit within 30 Days from Application Date; charged at discretion of Village Manager s Office based on event timeframe and size)		Additional 25% of Permit Fee		Feb 2021
	Multi-Day Event	10% of Permit Fee, times the number of subsequent days of the event after the first day			Feb 2021
Filming Permit Fees					
	Student	No fee			Mar 2013
	Nonprofit	No fee + Exp			Mar 2013
	For-Profit	\$500/hr +Exp			Mar 2013
	*All filming productions must provide insurance				
Village Clerk					
Amusement License Fees					
116-1	a) Circus	\$70.00		Per day	Mar 2002
	b) Billiards, poolroom,	\$140.00		Per day	Mar 2002

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	bowling alley, etc.				
	c) Any theater, exhibition, or performance	\$30.00		Per day	Mar 2002
		\$400.00		Per year	Mar 2002
116-2	d) Mechanical amusement device	\$260.00		Per year	Mar 2002
Peddlers and Vendors					
234-7	Replacement of Canceled Peddling or Vending License	\$15.00		Per year	Mar 2005
234-14	Peddlers and Vendors License Fees	\$225.00		Per year	Mar 2016
		\$120.00		Per 6 months	Mar 2016
		\$75.00		Per 3 months	Mar 2016
NYS Domestic Relations Law					
413-14A	Marriage License	\$40.00			Aug 2003
	Marriage Transcript	\$10.00			Mar 2001
	Wedding Site Fee	\$100.00			Mar 2001
NEW	Non-Refundable Deposit for Site Fee		\$50.00		NEW
	Facility Rental Fee				
	Non-Residents	\$100.00			Feb 2020
	Residents	\$50.00			Feb 2020
141-9	Dog License Fees*				
	a) Spayed/Neutered	\$21.00		per dog/annually	Feb 2020
	b) Unspayed/unneutered	\$23.00		per dog/annually	Mar 2010
	c) Unspayed/unneutered (4 months +)	\$29.00		per dog/annually	Feb 2020
	d) Replacement Tag	\$5.00		per dog	Feb 2014
	e) Late Permit Renewal	\$5.00			Feb 2020
	f) Doggie License (Optional)	\$5.00		per dog/annually	Feb 2014
141-10	Dog Impoundment Fee (base fee)	\$40.00	\$100.00	per dog	Mar 2023
	a) Each additional 24-hour period	\$10.00	\$20.00	per dog	Mar 2023
NYS Notary Public License Law					
136	Notarial Fees	\$2.00		per notary	Oct 2008
Taxicabs					
272-6	License for each taxicab	\$120.00		Per year	Mar 2010
		\$60.00		Per 6 months	Mar 2010
272-9	Transfer of Taxicab License	\$60.00			Mar 2010
272-17	Taxicab Driver's License Fees	\$50.00		Per year	Feb 2018
	License Renewal	\$45.00		Per year	Feb 2018
	Re-issuance of lost license	\$40.00			Feb 2018
	Issuance of badge	\$25.00			Feb 2018

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
Water					
A320-4B	Application Fee for Special type of Water Service Connection	\$250.00			Mar 2023
A320-7	Street Service Connection Charges	\$1,160.00		1" pipe	Mar 2023
		\$1,530.00		1 1/2" pipe	Mar 2023
		\$1,800.00		2" pipe	Mar 2023
A320-7	Water Inspection Fee	\$200.00			Mar 2023
A320-7	Well Permit Application Fee	\$100.00			Mar 2023
A320-8	Installation of Special Water Conn. for Private Fire Protect Sys.	\$250.00		4 inch or less	Mar 2010
		\$300.00		6 inch	Mar 2010
A320-8 (5)	Ready to Serve Annual Fee for Special Water Conn. for Private Fire Protect Sys.	\$250.00		4 inches or less	Mar 2012
		\$300.00		6 inches	Mar 2012
A320-16	Water Meter Replacement	\$360.00		5/8" meter	Mar 2023
		\$440.00		3/4" meter	Mar 2023
		\$500.00		1" meter	Mar 2023
		\$920.00		1 1/2" meter	Mar 2023
		\$1,120.00		2" meter	Mar 2023
A320-18	Testing Water Meters for Meter Test	\$200.00	\$375.00	5/8"	Mar 2012
	Reading < 103%	\$200.00		3/4"	Mar 2012
		\$200.00		1"	Mar 2012
		\$275.00		1 1/2"	Mar 2012
		\$275.00		2"	Mar 2012
		all associated costs		>2"	
A320-21	Temporary Discontinuance of Water Service	\$200.00			Mar 2023
A320-21	Abandonment of Existing Service Line	\$300.00			Mar 2023
A320-22	Fire Hydrant Use Permits Tree Spraying-Hydrant Permit (annual) retained	\$500.00		Permit	Mar 2023
A320-22	Fire Hydrant Fee for Areas Outside of Water District	\$500.00		ea.	Mar 2023
	Tree Spraying & other Hydrant Use Water Charge	\$450.00 + \$65.00 each		25,000 gal.max. 1,000 gal over 25,000 gal.	Mar 2023 Mar 2023

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
A320-23	Water Use Charges				
Scarsdale Quarterly Accounts					
	Base Rate	\$3.87	\$3.99	Per 1 CCF up to 50 CCF per quarter	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
	Excess Rate Tier 2	3.5 x Base Rate	3.5 x Base Rate for		
Scarsdale Monthly Accounts					
	Base Rate	\$3.87	\$3.99	Per 1 CCF up to 500 CCF per month	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
Eastchester Water District Quarterly Accounts					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 50 CCF per quarter	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate for Use above 50 CCF to 125 CCF per Quarter	3.0 x Base Rate for Use above 50 CCF to 125 CCF per Quarter		Feb 2019
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per Quarter	3.5 x Base Rate for Use Above 125 CCF per Quarter		
Eastchester Water District Monthly Accounts					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 500 CCF per month	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate	3.0 x Base Rate for		Feb 2018
				1 CCF = appx. 749 gallons	
Quarterly Accounts Served Outside the Village and Eastchester Water District					
	Base Rate	\$5.31	\$5.47	Per 1 CCF up to 50 CCF per quarter	Mar 2024
	Excess Rate Tier 1	3.0 x Base Rate for Use above 50 CCF to 125 CCF	3.0 x Base Rate for Use above 50 CCF to 125 CCF per Quarter		Feb 2019
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per Quarter	3.5 x Base Rate for Use Above 125 CCF per Quarter		
				1 CCF = appx. 749 gallons	
A320-23	Service Charges per Quarter	\$30.00		5/8" meter	Mar 2024
		\$45.00		3/4" meter	Mar 2024
		\$60.00		1" meter	Mar 2024
		\$150.00		1 1/2" meter	Mar 2024
		\$195.00		2" meter	Mar 2024
		\$360.00		3" meter	Mar 2024
		\$600.00		4" meter	Mar 2024
		\$1,200.00		6" meter	Mar 2024
A320-	Water Charge - Construction Purposes	\$900.00		per year	Mar 2012

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	(Prior to installation of meter)				
A320-25	Special Bills for a Portion of a Quarterly Period	\$100.00			Mar 2024
		\$24.00	\$30.00	5/8" meter	Mar 2022
		\$36.00	\$45.00	3/4" meter	Mar 2022
		\$48.00	\$60.00	1" meter	Mar 2022
		\$120.00	\$150.00	1 1/2" meter	Mar 2022
		\$156.00	\$195.00	2" meter	Mar 2022
		\$288.00	\$360.00	3" meter	Mar 2022
		\$480.00	\$600.00	4" meter	Mar 2022
		\$960.00	\$1,200.00	6" meter	Mar 2022
A320-26	Penalties for unpaid water bills	After 1 mo. and up to 2 mo. 5%. Thereafter, an add 1% per mo.			
A320-26	Unpaid Water Bill Penalty (service restoration after 3 month shutoff)			Additional Charge	Mar 2005
Sanitary Sewer Rent Charge					
244-4	Scarsdale Water Accounts	\$0.95		Per unit of water	Mar 2023
Alarms					
107-5	License Fees - Alarm User Permit	\$85.00	\$100.00		Mar 2010
107-13	False Alarm Charges (Monitored Privately)				
	First False Alarm per year	No Charge			Mar 2010
	Second False Alarm per year	\$75.00			Mar 2023
	Third False Alarm per year	\$150.00			Mar 2023
	Four to Six Alarms per year	\$200.00			Mar 2023
	Each Additional up to ten per yr.	\$250.00			Mar 2023
	Eleven or more per year (ea.)	\$300.00			Mar 2023
	Nonlicensed False Alarm	\$150.00			Mar 2023
107-13	Suspended Permit False Alarm	\$160.00	plus Applicable False Alarm Charge Per Schedule		Mar 2023
DPW & Village Engineer					
163-3	Permit for Blasting	\$2,500.00			Mar 2008
179-7	Fee for Dumping at Village at Disposal Site	\$17.50		per 200lbs	Feb 2019
		No Charge for -residents only-		first 200lbs/day	
	Recyclable Yard Organic Bags	\$4.00		5 Bags	Mar 2009
	Small Starter Kit (Food Waste)	\$20.00		per kit	Feb 2019
	Large Starter Kit (Food Waste)	\$25.00		per kit	Feb 2019
	Large Wheeled Bin (13gal)	\$15.00		per bin	Feb 2019
	Food Waste Composting 3 Gallon Bags (25/Roll)	\$2.00		per roll	Feb 2017

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Food Waste Composting 13 Gallon Bags (25/Roll)	\$5.00		per roll	Feb 2017
	Food Waste Composting 23 Gallon Bags (25/Roll)	\$9.00		per roll	Feb 2019
245-3	Sidewalk Café	\$5.00	\$7.00	per square foot/yearly	Feb 2014
	Right of Way Deposit	\$10.00		per square foot	Feb 2021
256-1	Right-of-Way License Agreement/Permit	\$1,250.00			Feb 2017
	Right-of-Way Annual Maintenance Fee	\$150.00			Feb 2018
256-4	Street and/or Sidewalk Opening Permit Fee	\$250.00		per opening (4 sq yard)	Feb 2021
	Street Restoration (Deposit)				
	Dirt Roads/Paper Street	\$300.00			Mar 2008
	Scenario "A"	\$2,000.00			Mar 2023
	Scenario "B"	\$4,000.00			Mar 2023
	Scenario "C"	\$4,000.00			Mar 2023
	Scenario "D"	\$5,000.00			Jun 2016
	Scenario "E"	\$5000 DEPOSIT			Jun 2016
	Scenario "F"	\$10000 DEPOSIT			Jun 2016
256-4	Street Opening without permit				
	1st Event	\$500.00			Feb 2021
	2nd Event	\$1,000.00			Feb 2021
	3rd Event	\$1,500.00		plus \$1/\$1,000	Feb 2021
	4th Event	\$2,000.00			Feb 2021
	(The fees identified per Event are exclusive of the \$250.00 Street Opening Base Permit Fee. The accrual of each event is calculated on a 24 month rolling basis.				Feb 2021
256-11	Inspection (Streets, Sidewalks & ROW)	\$150.00		per inspection	Feb 2019
	Re-inspection Fee	\$150.00		per inspection	Mar 2024
	Hourly Inspection Fee - Construction, Engineering	\$100.00		per hour	Feb 2021
	Temp. Parking Permit at a metered space	\$50.00		per day	Feb 2021
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00	\$775.00		Mar 2007
	b) All pipes	\$350.00	\$550.00		Mar 2007
254-7	Stormwater Permit				Feb 2021
	a) Existing Residential Property Improvements	\$900.00			Feb 2021
	b) New Home Construction	\$1,600.00			Feb 2021
	c) Non-Residential	\$900.00	Plus \$1 per \$1,000 of estimated construction costs exceeding \$500,000		Feb 2021
	d) Revisions to stormwater permit	\$500.00			Feb 2021
	e) Inspection	\$600.00		flat fee to cover up to four basic inspections	Mar 2024
	f) Reinspection	\$150.00		Per reinspection	Mar 2024

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	g) Resubmission Fee		\$300.00		NEW
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00			Mar 2007
	b) All pipes	\$350.00			Mar 2007
277-8	Excavations & Removals of Topsoil				
	a) Excavation - Minimum	\$1,500 for 20,000 cubic yards	plus 10 cents a yard over 20,000 yards		Mar 2001
	b) Removal of Topsoil	\$500 for an area of 5,000 square feet	plus 10 cents a yard over 20,000 yards		Mar 2001
281-4E	Tree Removal Permit Application	\$50/Tree	100 Per Tree	1-4 Trees **	Jun 2018
		\$60/Tree	Eliminate	5-17 Trees	Jun 2018
		\$75/Tree	Eliminate	18 or more trees	Jun 2018
		*** Two "As of Right" Trees as per Village Code 281-3D do not require fee			
	Donation Tree Preservation Fund in lieu of replacement trees	\$500.00		1 Tree	Mar 2023
		\$600/Tree		2 to 4 Trees	Mar 2023
		\$700/Tree		5 to 10 Trees	Mar 2023
		\$800/Tree		Greater than 10 Trees	Mar 2023
	General Site Restoration Deposit for Crane or Heavy Equipment	\$1,000.00	Refund upon stump removal and final site restoration		Jun 2018
	Replacement Tree Deposit	\$500/ Tree		Per 1 Tree	Mar 2023
281-8C	Tree Removal Permit Extension	\$50.00		1 or 2 trees (Trees #3 & #4)	Mar 2009
		\$100.00		3 or more trees (Trees #5+)	Mar 2009
Building Department					
132-6	Plumbing Permit Fees:				
	Up to 4 Fixtures	\$150.00	\$200.00		Feb 2021
	More than 4 Fixtures-per Fixture	\$25.00		per fixture	Feb 2021
	Fuel Oil Tank Removal/Installation	\$150.00			Mar 2023
	Oil/Gas Burner Installation/Removal	\$150.00			Mar 2023
	Electrical Inspection Fee	\$100.00	\$200.00		Feb 2018
132-33	Building Permit Fees				
	Estimate Cost of Work				

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Up to \$1,000	\$100.00			Mar 2023
	\$1,000 to \$4,999,999	\$100.00		Plus \$18 for each \$1,000 or fraction thereof over \$1,001	Feb 2021
	Over \$5,000,000	\$91,000.00		Plus a fee to be set by resolution of the Village Board	Feb 2021
	Reinspection	\$100.00			Mar 2023
132-25	Extension of Expired Building Permit	\$500.00		1/24 of original Building Permit Fee multiplied by # of months extended, but in no case less than \$500	Mar 2008
132-32	Demolition Permit	\$1,000.00		\$2.00 per sq. ft. >750 sq. ft.	Mar 2023
132-33C	Review Amended Plans	\$150.00		Not to exceed 50% of the original permit fee	Mar 2023
133-2C	Multiple Plan Review	\$100.00		per plan review after the first review	Feb 2021
132-2C	Work done without a Building Permit	Prior to 1995 1995 to present		two times the cost of a permit three times the cost of a permit	Mar 2002 Mar 2002
132-34	Public Property Damage Deposit				
	a) Disturbance	\$30.00		Per linear ft.	Mar 2001
	b) Minor Disturbance	\$600.00		Lump sum payment	Jan 2006
132-51	Certificate of Use or Occupancy	\$150.00	\$200.00		Feb 2021
132-55A/B	Pre-Date Letter	\$300.00			Feb 2021
	First 2 Temporary CO's	\$150.00		Each	Feb 2021
	For Temporary CO's thereafter	\$300.00		Each	Feb 2021
	Request for Copies/Micro Film	\$20.00		Copy	Feb 2021
	CO for building permits over 5 yr	\$200.00			Feb 2021
247-5	Handling and Storage of Commerical Signs confiscated from Village Property	\$50.00			Mar 2002
317-16	Filing Fee for Appeals to the Board of Architectural Review on Rulings of Building Inspect.	\$200.00			Feb 2021

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
317-21	Filing Fee for Hardship Variances	\$100.00			
Planning Board, BOA, BAR & CHP					
			NYS Dept. of Environmental Conservation (6 NYCRR 617.13)		
152-8B	SEQRA EIS Review Residential			Not to exceed 2% of total project value, pursuant to 6 NYCRR 617.13	Mar 2009
	SEQRA EIS Review Non-Residential			Not to exceed one half of 1% of total project value, pursuant to 6 NYCRR 617.13	Mar 2009
182-4	Application to the CHP	\$200.00	\$500.00		Mar 2009
182-21	Application to BAR	\$225.00	\$300.00	New houses	Mar 2007
		\$55.00	\$100.00	All others	Mar 2007
281-6	Application to BAR-Heritage Tree	\$0.00			Mar 2009
256-23H	Appeal Decision of the Village Engineer to the Planning Board	\$300.00			Mar 2013
167-13, -25	Flood Control				
171-6B	Wetlands				
302-3	Watercourse Diversion Permit	\$1,000.00			Mar 2023
(306)	Wireless Permits				
	All Facilities other than Small Wireless Facilities				
(306-7, -20)	Application and Renewal Fees	\$3,000.00			Mar 2022
(306-6, -9, -22)	Other Fees	Plus all objectively reasonable consulting engineering and legal costs to the Village related to a single application			Mar 2022
	Small Cell Facilities				Mar 2022
	Application and Renewal Fees	\$500.00		for the first five small wireless facilities	Mar 2022
(306-7, 306-20)		\$100.00		for each additional small wireless facility beyond five	Mar 2022
	New Fixed Location	\$1,000.00		per new tower, support structure, or base station	Mar 2022
(306-22)	Annual Registration Fee	\$270.00		per small cell wireless facility	Mar 2022
(306-6, -9, -22)	Other Fees	Plus all objectively reasonable consulting engineering and legal costs to the Village related to a single application			Mar 2022
310-67	Special Use Permit: Non Conformity - Residential	\$50.00			Mar 2008

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
310-67	Special Use Permit: Non Conformity - Non Residential	\$75.00			Mar 2008
310-70C	Parking Waivers	\$500.00			Mar 2013
310-75A	Registration - Home Occupation	\$100.00			Mar 2023
310-88	Special Use Permit - Residential	\$800.00			Mar 2023
310-89	Special Use Permit - Non Residential	\$750.00			Mar 2023
310-98	Legal Review Fee - Planning, Zoning Board	\$550.00		per application (determined by Planning Board upon consultation of Village Planning and Village Attorney)	Mar 2023
310-98A	Application for re-hearing/BOA	\$350.00			Mar 2023
310-98B	Application for a Change of Zoning	\$1,500.00			Mar 2023
310-87	Application for Variance	\$550.00			Mar 2023
A316-9	Appeal Building Inspector Decision to BOA	\$550.00			Mar 2023
A319-17	Planning Board - App. Fee Wetlands	\$550.00			Mar 2023
	Variance from Flood Damage Prevention	\$500.00			Mar 2013
A319-17	Subdivisions - Preliminary	\$1,500.00		plus	Mar 2016
		\$250.00	\$500.00	per new lot created	Mar 2013
A319-17	Subdivisions - Final	\$1,500.00		plus	Mar 2016
		\$350.00	\$500.00	per new lot created	Mar 2013
A319-17	Approved Subdivision Extension App.	\$100.00	\$200.00		Mar 2013
A319-17	Site Plans - Non Residential	\$1,100.00		plus	Mar 2023
	Up to 25 spaces	\$40.00		per parking space	Mar 2004
	Over 25 spaces			Fee set via Village Board resolution	Mar 2004
A319-17	Site Plans - Residential				
	New Houses	\$500.00	\$800.00		Mar 2013
	Addition	\$300.00	\$500.00		Mar 2013
254-10	Adjoining Property Buffer	\$500.00			Mar 2024
A319-17	Site Disturbance Threshold	\$800.00			Aug 2024
A319-17	Special Flood Hazard Area Construction and Other Development	\$500.00			Aug 2024
A319-17	New Home on a Corner Lot	\$800.00			Aug 2024

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
A319-17	Demolitions/Alterations 50%+	\$800.00			Aug 2024
A319-17	New Home with Gross Floor Area 15,000 Square Feet or More	\$500.00			Aug 2024
A319-17	Cluster Site Plan	\$500.00			Aug 2024
A319-17	Site Plan Approval for Lots at a Distance from the Street (Flag Lots)	\$500.00			Aug 2024
A319-17	Aggregate Site Disturbance (36 months)	\$800.00			Aug 2024
A319-39	Pre-Application Conference Review	\$300.00			Mar 2023
	Neighbor Notification Fee	\$100.00	\$150.00	Per List (required for all applications to Land Use Boards)	Feb 2021
Parking	Metered and Off Street Parking				
290-84	15 Minute Parking	\$0.25			Mar 2011
290-84	30 Minute Parking	\$0.50			Mar 2011
290-84	1 Hour Parking	\$1.00			Mar 2011
290-84	2 Hour Parking	\$2.00			Mar 2011
290-84	3 Hour Parking	\$3.00			Mar 2011
290-84	4 Hour Parking	\$4.00			Mar 2011
	0-4 Hour Parking Meters	\$1.00		per/Hour	Mar 2011
290-84	8 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5-8th hrs.	Mar 2011
290-84	12 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5th-12th hrs.	Mar 2011
290-84	24 Hour Parking	\$1.00		0-4th hrs.	Mar 2011
		\$0.75		5th-24th hrs.	Mar 2011
	Refund of Unused Parking Permit	\$10.00			Mar 2011
290-85	Replace Parking Permit (Lost or Stolen)				
	Christie Place & Freightway (Annual)	1st Quarter/\$100.00			Feb 2015
		2nd Quarter/\$75.00			Feb 2015
		3rd Quarter/\$50.00			Feb 2015
		4th Quarter/\$25.00			Feb 2015
	Freightway & Village Hall (Semi-Annual)	\$75.00		Months 1-3	Feb 2015
		\$50.00		Months 4-6	Feb 2015
	Merchant Lot & VH	\$50.00		1st Half	Feb 2015
		\$25.00		2nd Half	Feb 2015
	Scarsdale Meter Lot	\$10.00		All Year	Feb 2018
	Temporary Permit for Current Holders	\$5.00		Up to Two Weeks	Feb 2015
290-85	Christie Place Resident Annual	\$1,700.00			Aug 2021

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Christie Place Resident Semi-Annual	\$900.00			Aug 2021
	Christie Place Non-Resident Annual	\$2,475.00			Aug 2021
	Christie Place Non-Resident Semi-Annual	\$1,300.00			Aug 2021
290-85	East Parkway Outdoor Lot Annual	\$2,200.00			Aug 2021
290-85	Freightway Non-Resident Semi-Annual	\$880.00			Feb 2020
290-85	Freightway Non-Resident Annual	\$1,650.00			Feb 2020
290-85	Freightway Resident Semi-Annual	\$605.00			Feb 2020
290-85	Freightway Resident Annual	\$1,100.00			Feb 2020
290-85	Freightway Resident Summer Seasonal	\$350.00			Feb 2017
290-85	Freightway Merchant Rooftop Annual	\$500.00			Aug 2021
290-85	Freightway Merchant Rooftop Semi-Annual	\$300.00			Aug 2021
290-85	Freightway Garth Road Annual	\$1,300.00			Aug 2021
290-85	Freightway Garth Road Semi-Annual	\$725.00			Aug 2021
290-85	Scarsdale Meter Permit (Annual)	\$125.00			Aug 2021
290-85	Merchant's Permit (Annual)	\$1,200.00			Aug 2021
	Merchant's Permit (Semi Annual)	\$700.00			Aug 2021
290-86	6-Month Village Hall Parking Permit	\$170.00			Jun 2006
	12-Month Village Hall Parking Permit	\$330.00			Jun 2006
	Motorcycle/Scooter Parking Permit	\$200.00			Mar 2011
	Quarterly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage		One-Third (1/3) of Annual Permit Pricing		Mar 2022
	Monthly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage		One Tenth (1/10) of Annual Permit Pricing		Mar 2022

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
	Merchant Lot, Station Premium Lot, Cruise Garage, Highway Garage			One Month (1/10) of Annual Permit Pricing	
Police					
81-2	Special Duty Assignment	\$157.68	\$165.00	per hour (3 hour minimum)	Jul 2023
192-4	Fingerprinting	\$30.00		Per Card	Mar 2010
	Digital Photo Fees	\$30.00		Per CD	Mar 2001
		\$15.00		Per Sheet Photos	Mar 2001
		\$10.00		Digital copy of Polaroid	Feb 2015
	Preparation of good conduct letters	\$25.00	\$45.00	Per letter	Mar 2004
290-64	Vehicle Towing	As set by contract			N/A
290-67	Vehicle Storage	\$45.00		Per day	Mar 2023
					Mar 2022
Fire					
132-10A	The storage, in portable containers, of any Class I, Class II or Class III liquid	\$100.00	\$150.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00	\$100.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
132-10B	The installation or removal of a storage tank intended to contain motor fuel (either Class I or Class II liquid) or a Class I liquid for any purpose	\$150.00		Plus \$100 per inspection for every hour over one.	Mar 2000
132-10C	The installation, maintenance, removal or use of equipment designed to dispense Class I or Class II liquids	\$300.00		Plus \$100 per inspection for every hour over one.	Mar 2001
	Annual Renewal	\$150.00		Plus \$75 \$100 per inspection for every hour over one.	Mar 2001
132-10D	The installation or removal of a storage tank intended to contain liquefied petroleum gas when such tank has a water capacity in excess of 200 gallons	\$200.00		Plus \$100 per inspection for every hour over one.	Mar 2005
132-10E	The storage, in any quantity, of toxic or flammable fumigants and thermal insecticidal fogging liquids	\$100.00	\$150.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00	\$100.00	Plus \$75 \$100 per inspection for every hour over one.	Mar 2000
132-10G	The establishment, maintenance or use of an area of public assembly	\$175.00		Plus \$100 per inspection for every hour over one.	Feb 2014
132-10H	The establishment, maintenance or use of a dry-cleaning plant	\$250.00			Mar 2000
	Annual Renewal	\$100.00			Mar 2000
132-10I	The erection, maintenance or use of a tent, booth or air-supported structure having a floor area in excess of 120 square feet or, regardless of size, any such structure to which the public has access	\$125.00			Mar 2005
132-10J	The storage or display of natural Christmas trees for sale	\$60.00			Mar 2000
132-10K	Public Display of Fireworks	\$125.00	\$500.00		Mar 2002

FY 2025-26 PROPOSED FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	Proposed Fee	Per Unit	Latest Revision
Miscellaneous Fees					
Copies	Audio Duplication Fee	\$15.00		Per Tape	
	Letter Size 8 1/2 x 11	\$0.25		Per Copy	Mar 2008
	Legal Size 8 1/2 x 14	\$0.25		Per Copy	
	Ledger Size 11 x 17	\$0.50		Per Copy	Mar 2013
	Super/Irregular	\$15.00		Per Copy	
	Web-based tax/water bill payment fees	\$1.00		Per Payment	Mar 2005
Village Owned Meeting Rooms					
a) Official Village Organizations		\$0.00		Per Meeting	1980
	- Board of Trustees				
	- Planning Board		- Board of Education		
	- Board of Appeals		- Library Board		
	- Board of Architectural Review		- Village Justice Court		
	- Boards, Commissions, Councils and Committees appointed by the Board of Trustees or by any other of the above named Village Organizations				
b) Civic, Educational and Charitable Organizations (<i>No evening meetings permitted</i>)					
	- Town/Village Civic Club		- Scarsdale Bowl Committee	- Friends of the Scarsdale Parks	- Political Parties
	- Scarsdale Woman's Club		- Friends of the Library	- Scarsdale Independent Sports Organizations	- Scarsdale Little League
	- Scarsdale Family Counseling Service		- Neighborhood Associations	- Scarsdale Procedures Committee	- Scarsdale Foundation
	- Non-Partisan Nominating Committees		- League of Women Voters		
	- Other charitable organizations or committees sponsored or associated with the above listed organizations			no charge per BOT resolution	
Village Hall	—Rutherford Hall	\$100.00-		Per Meeting-	Mar 2009
	—Third Floor Conference Room	\$30.00-		Per Meeting-	Mar 2009
	—Third Floor Meeting Room	\$30.00-		Per Meeting-	Mar 2009
	—Trustees Room	\$30.00-		Per Meeting-	Mar 2009
	—Recreation Conference Room	\$30.00-		Per Meeting-	Mar 2009
	—Crossway Firehouse	\$100.00-		Per Meeting-	Mar 2009
c) All Other Village Organizations					
Village Hall	- Rutherford Hall	\$100.00	\$200.00	Per Meeting (3 Hours)	Mar 2009
	- Third Floor Conference Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Third Floor Meeting Room	\$60.00	\$120.00	Per Meeting (3 Hours)	Mar 2009
	- Trustees Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Recreation Conference Room	\$60.00	\$100.00	Per Meeting (3 Hours)	Mar 2009
	- Crossway Firehouse	\$120.00	\$200.00	Per Meeting (3 Hours)	Mar 2009



Date: Tuesday, April 8, 2025

Re: Resolution Awarding VM Contract #1322 for a Travel Camp
Coach Bus Bid - Trustee Mazer

COVER PAGE

***Department of Parks, Recreation
and Conservation***

ATTACHMENT(S):

- [Resolution](#)
- [03.28.2025 B. Gray Memo - VM Contract 1322](#)
- [VM Contract 1322 Bid Sheet](#)
- [Alexandria Bus & Travel Corp - Letter of Withdrawal](#)

Resolution Re: Awarding VM Contract #1322 for a Travel Camp Coach Bus Bid

WHEREAS, the Department of Parks, Recreation, and Conservation offers a Teen Travel Camp for children entering 6th through 8th grade, requiring coach bus service for 25 trips; and

WHEREAS, the Village publically advertised for the receipt of bids in January 2024 under VM #1322 Travel Camp Bus Bid and sent the bid documents to fourteen prospective firms; and

WHEREAS, to accommodate fluctuating enrollment since 2022, the bid included pricing for both one and two buses, with final needs determined by registration numbers for the 2025 season; and

WHEREAS, Department of Parks, Recreation and Conservation staff incorporated into the bid document in several places requiring that buses have seatbelts; now, therefore, be it

WHEREAS, on the bid opening date of February 11, 2025, three sealed bids were received with the following results:

- Alexandria Bus and Travel Corp (1002 Clark Road, Franklin Lakes, NJ 07417)
One bus for all 25 trips = \$41,800 and Two buses for all 25 trips = \$83,600
- Nationwide Bus Charter (2420 Arthur Kill Road, Staten Island, NY)
One bus for all 24 trips = \$43,350 and Two buses for all 25 trips = \$86,700; and

WHEREAS, on March 24, 2025 the lowest bidder, Alexandria Bus and Travel Corp., notified the Department of PRC they are unable to provide services for the 2025 camp season due to their insurance provider no longer allowing them to operate in the State of New York; and

WHEREAS, Department Staff has confirmed with the second lowest bidder, Nationwide Bus Charter that they has two (2) buses with seatbelts and can meet all requirements of VM#1322; now, therefore be it

RESOLVED, that Contract VM#1322 Travel Camp Bus Bid, is herein awarded to Nationwide Bus Charter., in the amount not to exceed \$83,600 reflecting the cost of 2 buses throughout the 25-day travel camp program; and be it further

RESOLVED, that the Village Manager is herein authorized to execute Contract VM-1322 Travel Camp Coach Bus Bid, on behalf of the Village of Scarsdale with said Nationwide Bus Charter, 2420 Arthur Kill Road, Staten Island, NY 10309; and be it further

RESOLVED, that the costs of Contract VM-1322 Travel Camp Coach Bus Bid be charged to the FY 25/26 Account A.7020.CAMPS.TRAVL.400.463 where sufficient funds have been appropriated.

Date: April 08, 2025

SCARSDALE

1701
NEW YORK

To: Alex Marshall, Village Manager

From: Brian Gray, Superintendent PRC

Date: Friday, March 28, 2025

RE: Staff Memo Award of VM-1322 Travel Camp Coach Bus Bid

MEMORANDUM

Department of Parks,
Recreation and Conservation

The Department of Parks, Recreation and Conservation offers a Teen Travel Camp experience for children entering grades 6th through 8th requiring coach bus service for a total of 25 trips. Prior to 2022, the Department had limited registration to 40 participants which necessitated one coach bus. Due to increased interest from residents in subsequent years, the Department opened registration to more campers in hopes of filling two buses.

Understanding the unknowns of whether or not we would receive enough registrants to fill a second bus, Department staff prepared VM Contract VM-1322 Travel Camp Bus Bid requesting pricing for both one bus and two buses dependent on the need based off final program registration numbers. Additionally, Department staff incorporated verbiage into the bid documents in several places requiring buses to have seatbelts.

Accordingly, the Department of PRC advertised for VM-1322 Travel Camp Bus Bid in January 2025, with a bid opening date of February 11, 2025. In addition to advertising, bid packets were emailed directly to fourteen companies and PRC staff contacted each prospective company prior to the bid opening to ensure they received the bid packet and answer any questions they may have had.

On the bid opening date of February 11, two (2) bids were received with the following results:

Alexandria Bus & Travel Corp: One bus for all 25 trips = \$41,800
Two buses for all 25 trips = \$83,600

Nationwide Bus Charter: One bus for all 25 trips = \$43,350
Two buses for all 25 trips = \$86,700

An itemized bid result tabulation is attached to this Staff Memo.

On Monday, March 24, 2025, Department Staff received the attached Email from Alexandria Bus and Travel Corp. stating they are unable to provide services outlined in VM#1322 due to their insurance provider no longer allowing them to operate in New York.

Upon receipt of the aforementioned notice from Alexandria Bus and Travel Corp., Department Staff confirmed with the second lowest bidder, Nationwide Bus Charter, that they are able to provide two buses with seatbelts as per bid documents and can meet all requirements of the VM#1322 bid documents. Additionally, Nationwide Bus Charter provided coach bus services for our Travel Camp program in 2024 and provided services satisfactory to the Department of PRC.

Therefore, I recommend awarding Contract VM-1322 Travel Camp Coach Bus Bid to Nationwide Bus Charter, 2420 Arthur Kill Road, Staten Island, NY 10309 for the 2025 season. Expenses will be charged to FY 25/26 Acct: A.7020.CAMPS.TRAVL.400.463 where sufficient funds are available.

VILLAGE OF SCARSDALE

BID OPENING FOR CONTRACT VM#1322

Name of Contract:

2025 Travel Camp Coach Bus Bid

Date:

Tuesday, February 11, 2025

Time:

2:00 PM

						Nationwide Bus Charter		Alexandria Bus & Travel Corp	
						2420 Arthur Kill Road		1002 Clark Road	
						Staten Island, NY 10309		Franklin Lakes, NJ 07417	
	Destination	Trip Date	Departure	Return	Address	Price per bus	Total for 2 buses	Price per bus	Total for 2 buses
1	Dave and Busters	07/07/25	11:45 AM	3:30 PM	881 Pelham Parkway, Pelham Manor, NY 10803	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
2	Six Flags Great Adventure	07/08/25	8:00 AM	8:00 PM	Six Flags Blvd., Jackson Township, NJ 08514	\$ 2,400.00	\$ 4,800.00	\$ 2,000.00	\$ 4,000.00
3	Empire Adventure	07/09/25	9:45 AM	3:45 PM	1500 Old Country Road, Westbury, NY 11590	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
4	Splash Splash	07/10/25	7:45 AM	7:00 PM	2549 Splash Splash Drive, Calverton, NY 11933	\$ 1,650.00	\$ 3,300.00	\$ 2,000.00	\$ 4,000.00
5	RPM Raceway	07/11/25	9:45 AM	3:45 PM	600 West Avenue, Stamford, CT 06902	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
6	Hurricane Harbor	07/14/25	8:30 AM	8:00 PM	Six Flags Blvd., Jackson Township, NJ 08514	\$ 2,400.00	\$ 4,800.00	\$ 2,000.00	\$ 4,000.00
7	Club Getaway	07/15/25	8:15 AM	6:00 PM	59 S. Kent Road, Kent, CT 06757	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00
8	Nickelodeon Universe	07/16/25	10:00 AM	4:30 PM	1 American Dream Way, East Rutherford, NJ 07073	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
9	Great Wolf Lodge	07/17/25	8:15 AM	7:00 PM	1 Great Wolf Drive, Scottun, PA 18355	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
10	The Cave	07/18/25	9:00 AM	3:30 PM	13 Stony Hill Road, Bethel, CT 06801	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
11	Adventure Park at Long Island	07/17/24	8:45 AM	3:45 PM	75 Colonial Springs Road, Wheatley Heights, NY	\$ 1,650.00	\$ 3,300.00	\$ 1,600.00	\$ 3,200.00
12	Camelbeach Mountain Outdoor Waterpa	07/18/24	7:45 AM	7:15 PM	309 Resort Dr., Tannersville, PA 18372	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
13	Chelsea Piers NYC	07/23/25	8:00 AM	6:45 PM	62 Chelsea Piers, NY 10011	\$ 1,650.00	\$ 3,300.00	\$ 1,400.00	\$ 2,800.00
14	Lake Compounce Amusement Park	07/24/25	8:15 AM	7:30 PM	185 Enterprise Drive, Bristol CT 06010	\$ 1,650.00	\$ 3,300.00	\$ 1,800.00	\$ 3,600.00
15	Spins Hudson	07/25/25	9:00 AM	3:30 PM	5 John Walsh Blvd, Peckskill, NY 10566	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
16	Dave and Busters	07/28/25	11:45 AM	3:30 PM	881 Pelham Parkway, Pelham Manor, NY 10803	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
17	Six Flags Great Adventure	07/29/25	8:00 AM	8:00 PM	Six Flags Blvd., Jackson Township, NJ 08514	\$ 2,400.00	\$ 4,800.00	\$ 2,000.00	\$ 4,000.00
18	Splash Splash	07/30/25	7:45 AM	7:00 PM	2549 Splash Splash Drive, Calverton, NY 11933	\$ 1,650.00	\$ 3,300.00	\$ 2,000.00	\$ 4,000.00
19	Lake Compounce Amusement Park	07/31/24	8:45 AM	7:00 PM	185 Enterprise Drive, Bristol CT 06010	\$ 1,650.00	\$ 3,300.00	\$ 1,800.00	\$ 3,600.00
20	RPM Raceway	08/01/24	9:45 AM	3:45 PM	600 West Avenue, Stamford, CT 06902	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
21	Adventure Park at Long Island	08/04/24	8:45 AM	3:45 PM	75 Colonial Springs Road, Wheatley Heights, NY	\$ 1,650.00	\$ 3,300.00	\$ 1,600.00	\$ 3,200.00
22	Hurricane Harbor	08/05/24	8:30 AM	8:00 PM	Six Flags Blvd., Jackson Township, NJ 08514	\$ 2,400.00	\$ 4,800.00	\$ 2,000.00	\$ 4,000.00
23	The Cave	08/06/24	9:00 AM	3:30 PM	13 Stony Hill Road, Bethel, CT 06801	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
24	Camelbeach Mountain Outdoor Waterpa	08/07/24	8:00 AM	7:30 PM	309 Resort Dr., Tannersville, PA 18372	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
25	Club Getaway	08/08/24	8:15 AM	6:00 PM	59 S. Kent Road, Kent, CT 06757	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00
Total Price for all Trips (2 Buses)						\$ 43,350.00	\$ 86,700.00	\$ 41,800.00	\$ 83,600.00

I, **Maria Colotti**, do hereby certify that the above is a true and complete listing of all bids received on this date for VM Contract # 1322.

Maria Colotti

2-11-2025

Date

Brian Gray

From: Gamal Elsayed <alexandriabus@aol.com>
Sent: Monday, March 24, 2025 10:28 AM
To: Brian Gray
Subject: Service

CAUTION: External sender.

Good morning,

Unfortunately, due to unforeseen circumstances we will be unable to provide service for the summer camp. We apologize for any inconvenience this may have caused. As our insurance provider no longer allows operators to operate in the state of New York.

Thank you,
Gamal



Date: Tuesday, April 8, 2025

Re:

COVER PAGE

Village Manager's Office

Resolution Authorizing the Appointment of Foa & Son
International Insurance Brokers as Insurance Broker for the Village
- Trustee Wise

ATTACHMENT(S):

- [Resolution](#)
- [Insurance Brokerage and Risk Management Services Agreement](#)

Resolution Re: Authorizing the Appointment of Foa & Son International Insurance Brokers as Insurance Broker for the Village

WHEREAS, the Village recognizes the importance of securing comprehensive insurance coverage that aligns with its risk management goals and financial interests; and

WHEREAS, the role of the insurance broker includes negotiating competitive premiums, overseeing claims management, providing risk assessment strategies, and ensuring compliance with evolving insurance regulations; and

WHEREAS, the Village has historically sought to improve its insurance coverage while maintaining cost efficiency, requiring a broker that can proactively engage with insurers and advocate for favorable terms; and

WHEREAS, on February 28, 2025, the Village published a request for proposal for insurance brokerage and risk management services for which six (6) firms submitted proposals by the due date of March 07, 2025; and

WHEREAS, the Village conducted an evaluation of four (4) firms that interviewed for the role of insurance broker; and

WHEREAS, Foa & Son International Insurance Brokers, 122 East 42nd Street, 46th floor, New York, NY 10168, represented by Client Manager RJ Impastato, has demonstrated knowledge and tenacity in protecting clients, advocating for stronger insurance policies, reducing premiums, and managing Village contracts; and

WHEREAS, Foa & Son International Insurance Brokers has extensive experience working with municipal clients throughout Westchester County and is keenly aware of the unique insurance challenges facing municipalities, allowing them to provide tailored solutions and informed guidance; and

WHEREAS, selecting Foa & Son International Insurance Brokers provides a prudent and strategic choice that enhances the potential for securing more favorable rates during the renewal process; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Scarsdale hereby authorizes the appointment of Foa & Son International Insurance Brokers as the insurance broker for the Village of Scarsdale as described in the agreement attached hereto; and, be it further

RESOLVED, that the Village Manager is hereby authorized to execute all necessary agreements and related documents, and to take any further actions necessary to effectuate this appointment.

Date: April 08, 2025



Insurance Brokerage and Risk Management Services Agreement

Foa and Son International Insurance Brokers
Name of Contractor

4/08/2025
Date

Scope of Work

The Village of Scarsdale (hereinafter “Village”), desires to enter into an agreement for Insurance Brokerage and Risk Management Services with Foa and Son International Insurance Brokers (hereinafter “Brokerage”). The Brokerage will provide executive-level consultation to advise on all the Village’s property and casualty lines of insurance (including Workers’ Compensation) and secure policies for such lines.

The Village also desires the Brokerage to provide strategic risk management guidance, lead meetings, provide training and assist staff in ensuring cost efficient and secure operations throughout the year.

THE BROKERAGE AGREES TO:

1. Manage the yearly insurance renewal process for the Village.
 - a. Ensure Village lines of insurance provide coverage appropriate to the activities performed, property owned and the risk inherent to a coterminous Town/Village in Westchester County.
 - i. Review Schedules of Insurance.
 - ii. Review all insurance policies, ensuring that policies are up to date and complete.
 - iii. Review Schedule of Values (SOV), advice on values and update as appropriate.
 - b. Perform timely solicitation of the Village’s insurance program. The Brokerage shall solicit and analyze proposals from qualified insurance carriers for the Village’s comprehensive insurance coverage, including workers' compensation insurance, on an annual or as-needed basis. Develop and submit insurance coverage specifications for review and consideration by the Village, ensuring time for the Village to review and make changes it deems necessary.
 - c. Assess proposals for compliance with insurance specifications, cost-effectiveness, and the ability of insurance carriers to meet the Village’s needs, including evaluations of financial solvency and reputation.
 - i. Provide a detailed report outlining policy renewal options, including an analysis of available choices and recommendations for the most appropriate and cost-effective coverage.

- d. Secure lines of insurance in accordance with the Village's policy expiration dates; ensuring no break in coverage.
 - e. Examine issued policies to ensure they meet the Village's specifications and align with the insurance carrier's proposals. Provide recommendations to address any discrepancies.
 - i. Deliver all bound and finalized insurance policies, verifying accuracy and completeness before providing to the Village.
 - f. Verify all insurance invoices for accuracy, allocate premiums appropriately, and collaborate with the Risk Manager to ensure proper financial tracking.
 - g. Provide the Village with insurance cards, a schedule of insurance coverage which includes a summary of policies, policy numbers, coverage, dates of coverage and premium costs and all other plan documents.
 - h. Prepare and present an annual report to the Village with a review of past activities, and insights for the upcoming year.
 2. Assist the Risk Manager in reviewing and recommending appropriate insurance requirements for Village contracts with vendors, contractors, and other entities.
 - a. Advise the Village on language and coverages to properly protect the Village from liability associated with the subject of the agreement (project, product, event, service, etc.).
 - i. Assist the Village in drafting the same.
 - ii. Review insurance policies and certificates of insurance (COIs) of contracted entities and ensure coverage provided matches agreement.
 - b. Issue and manage certificates of insurance (COIs) as requested by the Village to meet various contractual or operational needs; ensuring the Village is demonstrating/providing coverage in accordance with agreements.
 3. Evaluate the Village's existing insurance program to identify trends, gaps, or opportunities for improvement. Provide recommendations for modifications to enhance the Village's insurance strategy.
 - a. Assist the Village in creating new policies and procedures or amend existing ones on such topics as:
 - i. Special Events.
 - ii. Drones.
 - iii. Artificial Intelligence.
 - iv. Other topics as they arise.
 4. Conduct monthly claims meetings with the Village Risk Manager, which includes:
 - a. Expert level analysis of open claims, guidance to close claims and support to reduce costs, reserves and days lost.
 - i. Advocate on behalf of the Village with Third Party Administrators, Insurance Carriers or representatives on same.
 5. Conduct monthly safety meetings with the Village Risk Manager, and other staff as determined by the Village, to:
 - a. Minimizing the frequency and severity of avoidable losses.
 - b. Provide customized safety training for the Village's workforce that directly relates to losses or trends.
 - c. Represent the Village and act as a liaison when insurance companies conduct site inspections of the municipality.

- d. Provide regular advice on risk management trends and techniques, insurance products, and insurance market developments.
6. No assignment of this Agreement, or additional and/or substitute subcontractor shall be allowed to perform the duties of the Brokerage without the express prior written approval of the Village of Scarsdale. Any assignment of this Agreement by Brokerage without the express prior written consent of the Village shall render this Agreement null and void and the Village shall be entitled to a refund of any and all monies paid to Brokerage. Any requests by the Brokerage for such assignment and/or substitutions shall document the qualifications of said assignee and/or subcontractor and be well enough in advance of the program date to allow enough time for adequate consideration.
7. In the event the Brokerage or subcontractor if applicable is unable to or fails to meet timely and satisfactory performance as required, the Village may terminate this Agreement immediately, in such event, the Village shall pay the Brokerage for services rendered up to that time and shall not be liable for any further payments to the Brokerage, nor shall the Village be responsible to Brokerage for any indirect, consequential, special, incidental or punitive damages, including without limitation lost business, revenue, profits or goodwill, arising in connection with this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence. The foregoing disclaimer of damages and liability shall not apply in the case of gross negligence or intentional breach of this Agreement.
 - a. Termination of this agreement, by the Village, for any other reason, shall require thirty (30) days' notice.
8. The Brokerage agrees to maintain, at its sole cost and expense, the following insurance in the types and amounts and with insurers satisfactory to the Village:

<u>Coverage</u>	<u>Per Claim/Occurrence</u>	<u>Policy Limit</u>
Commercial General Liability		
Including bodily injury, property damage and contractual liability	\$1,000,000	\$2,000,000
Workers' Compensation:	\$1,000,000	Statutory Limits
Employer's Liability	\$1,000,000	N/A
Automobile Liability	\$1,000,000	N/A
Professional Liability Insurance	\$3,000,000	\$3,000,000

The Brokerage shall furnish the Village with a Certificate of Insurance as evidence of the required insurance and such certificate shall name the **Town/Village of Scarsdale as an additional insured.** The certificate of insurance naming the Town/Village as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, officers, agents, representatives, and volunteer organizations or persons. The certificate shall provide for thirty (30) days written notice to the Village prior to cancellation thereof. The Brokerage will also provide NYS Workers Comp (C-105.2 or U-26.3) and NYS Disability (DB-120.1) Insurance Certificates. If exempt from Workers Comp and/or NYS Disability insurance, a Form CE-200 will need to be provided for each.

9. The Brokerage shall use all reasonable and professional efforts to maintain confidentiality and shall (i) protect and safeguard any Confidential Information against unauthorized use, publication or disclosure; (ii) to not reveal, report, publish, disclosure, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the

Village; (iii) to not use any Confidential Information for any purpose other than in the performance of this Agreement; (iv) restrict access to Confidential Information to those employees who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect Confidential Information received by the Brokerage as it protects its own confidential information, but no less than a reasonable degree of care. "Confidential Information" shall include but not be limited to, (a) Protected Health Information; (b) non-public information; and (c) personal/private information of the public and the Village's elected officials, public officers, employees and agents.

10. The Brokerage and all employees, assistants, subvendors, subcontractors, and agents thereof shall be independent contractors to the Village and shall not claim or receive any benefit or privilege conferred to the Village's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefits. The Village shall not be responsible for Brokerage's compliance with any local, state, or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for Brokerage or any employee, assistant or agent thereof. Brokerage exclusively assumes responsibility for all acts of its employees, associates, and agents as they relate to the services to be performed under this Agreement.
11. The Brokerage agrees for itself and its employees, that the Brokerage shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, sex, sexual orientation, gender identity, or any other protected class.
12. The Brokerage shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers from and against any and all claims, suits, liens, judgments, damages, losses and/or expenses, including but not limited to reasonable attorney's fees and court costs, arising out of or in connection with the Brokerage's performance of any services or work for or on behalf of the Village/Town of Scarsdale, provided any such claim, suits, liens, judgments, damage, loss and/or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and/or (b) caused in whole or in part by any negligent act or omission, or violation of any statutory duty or regulation, or breach of contract by the Brokerage, its officers, directors, agents, employees, or subcontractors, or anyone for whose acts the Brokerage may be liable pursuant to the performance of the contract. The Brokerage's obligation to defend, indemnify and hold harmless the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers, pursuant to this paragraph shall not be limited in any manner by any limitation on the amount of insurance coverage or benefits, including worker's compensation, disability benefits, or other similar employee benefits held by the Brokerage. In addition to, and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states the insurance carrier will defend the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers, for any and all claims arising or resulting from the contract. The Brokerage's obligations under this paragraph shall survive the completion or earlier termination of the contract.
 - a. Failure to obtain and carry the required insurance set forth herein on behalf of the Village/Town of Scarsdale subjects such Brokerage to liability for damages,

indemnification and other legal remedies available to the parties hereto and/or non-parties. The failure of the Village/Town of Scarsdale to object to the contents of the policy of insurance and/or certificate of insurance, or Brokerage's failure to file a certificate of insurance shall not be deemed a waiver of the insurance requirements or any and all rights held by the Village/Town of Scarsdale.

13. This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to its conflict of law principals. Venue for any legal or equitable action between The Brokerage and the Village of Scarsdale relating to this Agreement shall be initiated and maintained in the County of Westchester, New York, or the Southern District of New York. The parties hereby waive any objection that venue in the County of Westchester, New York or the Southern District of New York is improper.
14. This Agreement may only be modified or amended upon written mutual consent of both parties.
15. Neither the Village nor Brokerage shall be responsible to each other for damage or delay that arise from Force Majeure, including, but not limited to conditions beyond the reasonable control, and not the result of the fault of the non-performing party, including, without limitation acts of God, extraordinary weather, epidemic or pandemic, acts of governmental units, strikes or labor disputes, fire, explosion, acts of war or terrorism. Either party has a right to terminate this Agreement if a Force Majeure event suspends performance for more than thirty (30) days. A party claiming Force Majeure must use reasonable efforts to provide written notice of its claim of Force Majeure within ten (10) of such event and pursue reasonable alternatives to perform its obligations under this agreement.
16. This Agreement contains the entire terms and obligation between the parties as to subject matter herein and supersedes all prior agreements which relate to the services to be performed hereunder, unless otherwise modified.
17. If any clause, provision or term of this Agreement is found to be unenforceable or illegal by a court of competent jurisdiction, such clause, provision or term shall be stricken from this Agreement, and the remaining provisions shall remain in full force and effect.
18. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Electronic signatures shall have the same effect as wet signatures and delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a physical counterpart of this Agreement.

THE VILLAGE OF SCARSDALE AGREES TO:

1. Provide all necessary information, including policies, schedules of insurance, loss runs, etc. needed for the Brokerage to perform that duties as outlined in this agreement.
2. Pay the Brokerage a flat fee of: \$79,000 per year, for a term of three (3) years, with the Village's option to renew the contract for two (2) additional periods of one (1) year each, on the same terms, provisions, and pricing, at the sole discretion of the Village.

The signatures below hereby agree to all specified written terms on this agreement. This Agreement is effective as of the later date indicated below.

RJ Impastato, Foa and Son International Insurance Brokers

Date

Alexandra H. Marshall, Village of Scarsdale

Date



Date: Tuesday, April 8, 2025

Re: Resolution Approving a License Agreement for Cafe Services
at the Scarsdale Public Library - Trustee Wise

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)

Resolution Re: Execution of License Agreement with Boleria NY LLC for Café Services at the Scarsdale Public Library

WHEREAS, the Village of Scarsdale, in partnership with the Scarsdale Public Library, issued a Request for Proposals (RFP) on October 8, 2024, seeking qualified contractors to operate a café at the Scarsdale Public Library, located at 54 Olmsted Road, Scarsdale, NY, with the goal of providing high-quality service and a varied menu at reasonable prices to the community; and

WHEREAS, the RFP yielded five responses from qualified vendors, and after a thorough evaluation process including interviews with four proposers, the Village and the Library selected Boleria NY LLC, of Scarsdale, NY, as the most qualified and responsive vendor to operate the café; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to execute an exclusive revocable license agreement, subject to Village Attorney approval as to form and substance, with Boleria NY LLC as Licensee for the operation of café services at the Scarsdale Public Library; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the license agreement.

Date: April 08, 2025



Date: Tuesday, April 8, 2025

Re: Add On: Authorization to Execute an Agreement with Flock Group Inc. (Flock Safety) for Public Safety Technology

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)
- [Flock Agreement](#)

Resolution re: Authorization to Execute an Agreement with Flock Group Inc. (Flock Safety) for Public Safety Technology

WHEREAS, the Scarsdale Police Department currently utilizes traffic cameras at specific locations to observe vehicular movement on Village roadways and record information to facilitate public safety initiatives; and

WHEREAS, the Scarsdale Police Department thoroughly researched several vendors and their camera technology and determined Flock Group Inc. (Flock Safety) at 1170 Howell Mill Road, Suite 201, Atlanta, GA 30381 provided a product most suitable to the Village's needs; and

WHEREAS, commencing in the second half of 2025, Flock Safety will provide the Scarsdale Police Department with First Responder Drone including hardware, software, training and services for a total of \$116,142.86 annually with an initial term of seven years; and

WHEREAS, Flock Safety will provide the Scarsdale Police Department with public safety video cameras and license plate reader cameras and all corresponding hardware, software, training and services for a total of \$141,000.00 annually with an initial term of seven years; now, therefore, be it

RESOLVED, that, subject to review and approval of the terms of the contract by the Village Attorney and the Village Manager, the Village Manager is authorized to execute an agreement with Flock Group Inc., 1170 Howell Mill Road, Suite 201, Atlanta, GA 30381 for new public and traffic safety technology; and be it further

RESOLVED, that the Mayor is authorized to undertake any administrative acts as required under the terms of the agreement.

Date: April 08, 2025

**Flock Safety + NY - Scarsdale Village
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

flock safety



EXHIBIT A
ORDER FORM

Customer:	NY - Scarsdale Village PD	Initial Term:	84 Months
Legal Entity Name:	NY - Scarsdale Village PD	Renewal Term:	24 Months
Accounts Payable Email:	sdelbene@scarsdale.gov	Payment Terms:	Net 30
Address:	50 Tompkins Rd Scarsdale, New York 10583	Billing Frequency:	Annual Plan - Invoiced at the end of the pilot period.
		Retention Period:	30 Days

PROJECT PROVE IT

Customer will have a 180 day opt-out period (“Opt-Out Period”) after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. The Opt-Out Period shall not commence until July 1, 2025. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$141,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
FlockOS™ Elite Package	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	32	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	15	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	32	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	15	\$0.00
Professional Services - Custom Scope	\$0.00	1	\$0.00

Subtotal Year 1:	\$141,000.00
Annual Recurring Subtotal:	\$141,000.00
Discounts:	\$389,550.00

Estimated Tax: \$0.00
Contract Total: \$987,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Title Transfer on Hardware- Upon installation, the Customer will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Customer agrees to sell back each Flock Hardware to Flock for a \$1 USD credit and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the credit (on a final invoice or as a refund to the Customer) and prior to Flock's receipt back of each unit of Flock Hardware, Customer grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof thereof. Flock and Customer will arrange to remove Flock Hardware at a mutually convenient time.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At PPI End Date	\$141,000.00
Annual Recurring after Year 1	\$141,000.00
Contract Total	\$987,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$157,500.00
Flock Safety Add-ons	\$175,000.00
Flock Safety Professional Services	\$57,050.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade unlimited live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
FlockOS TM Elite Package	Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS TM Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform.
Professional Services - Custom Scope	Custom scope statement of work

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law

	enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase video integration.
Custom Map Layers	The FlockOS™ Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Automatic Vehicle Location (AVL) Connection	Boost situational awareness by displaying the Automatic Vehicle Location of patrol vehicles or other assets. This feature ensures resources are effectively allocated and response times are minimized.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Floor Plans	Equip officers with detailed indoor layouts by layering building floor plans on the interactive ESRI-based map, enhancing tactical decision-making during incidents.
Drone Video Integration	Access live drone video feeds, locations, and device statuses in one unified map view, increasing situational awareness and driving safe responses to critical incidents.
FirstTwo Connection	Law enforcement agencies that already have an account with FirstTwo can enhance their Map by integrating vital intelligence to drive more informed responses. When there is an incident, like a License Plate Recognition (LPR) alert or a Computer Aided Dispatch (CAD) Call for Service, FlockOS will show markers on the buildings near the incident. By clicking on a building marker, information about the residents in that building will be displayed. This includes their names, ages, addresses, and a link to FirstTwo for phone numbers and additional details.
Regionalization Support	Enhance collective response and communications across your geographical region by pooling resources, technology, and intelligence. With FlockOS™ Elite, you can share integrated CAD systems and cameras with neighboring agencies to coordinate quick responses to emerging threats and crime patterns, creating a safer community for residents in your broader area while maximizing resources.
Real-Time Routing	Promote safety by utilizing camera streams and vehicle history to predict a vehicle's direction of travel, minimizing the risks associated with vehicle pursuits.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By:

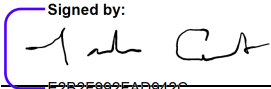
Signed by:

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 4/29/2025

Customer: NY - Scarsdale Village PD

By:

Signed by:

E2B2F992FAD942C...

Name: Justin Arest
Title: Mayor
Date: 4/29/2025

PO Number:

**Flock Safety + NY - Scarsdale Village
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

flock safety



EXHIBIT A
ORDER FORM

Customer:	NY - Scarsdale Village PD	Initial Term:	84 Months
Legal Entity Name:	NY - Scarsdale Village PD	Renewal Term:	24 Months
Accounts Payable Email:	sdelbene@scarsdale.gov	Payment Terms:	Net 30
Address:	50 Tompkins Rd Scarsdale, New York 10583	Billing Frequency:	Annual Plan - Invoiced at the end of the pilot period.
		Retention Period:	30 Days

PROJECT PROVE IT

Customer will have a 180 day opt-out period (“Opt-Out Period”) after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. The Opt-Out Period shall not commence until July 1, 2025. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$116,142.86
Flock Safety Drone Hardware and Services			
Flock Safety DFR 2.0 - 400ft	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$116,142.86
Annual Recurring Subtotal:	\$116,142.86
Discounts:	\$1,336,931.00
Estimated Tax:	\$0.00
Contract Total:	\$813,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Title Transfer on Hardware- Upon installation, the Customer will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Customer agrees to sell back each Flock Hardware to Flock for a \$1 USD credit and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the credit (on a final invoice or as a refund to the Customer) and prior to Flock's receipt back of each unit of Flock Hardware, Customer grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At PPI End Date	\$116,142.86
Annual Recurring after Year 1	\$116,142.86
Contract Total	\$813,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 400ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, and radar unit. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware. Notwithstanding the aforementioned, in the event of loss or damage to the drone not caused by the Customer’s gross negligence or willful misconduct, Flock shall replace the drone at no additional cost to the Customer. There shall be no limitations on the number of drone replacements in accordance with this Section. Customer shall promptly notify Flock of any such loss or damage.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

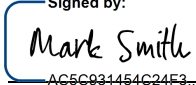
Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

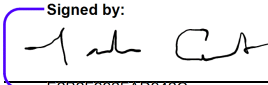
By:

Signed by:

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 4/29/2025

Customer: NY - Scarsdale Village PD

By:

Signed by:

E2B2F992FAD942C...

Name: Justin Arest
Title: Mayor
Date: 4/29/2025
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Village of Scarsdale, a municipal corporation of the State of New York with offices at 1001 Post Road, Scarsdale, NY 10583 (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign two Order Forms, one related to license plate readers and the other related to drones (collectively, the “**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for Customer’s legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage). Notwithstanding anything to the contrary herein,

cellular data for the provision of the Flock Services, including such cellular data for Flock Safety Drone Hardware and Services and Flock Safety LPR, shall be unlimited.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at

least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that

Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data or otherwise release Customer Data to third-parties.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest it has in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services to the Village and for no other purposes. Flock does not own and shall not sell Customer Generated Data or otherwise release Customer Generated Data to third-parties.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for development, diagnostic and corrective purposes and for no other purpose. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data or otherwise release Anonymized Data to third-parties.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to

geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual

property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so pursuant to a court order or subpoena signed by a judge located within the United States, and part of a local, state or federal court system, but not an administrative judge. In the event that Flock learns of an application for a subpoena or court order or receives a subpoena or court order issued by a local, state or federal court system (but not an administrative judge), to access, use, preserve, and/or disclose the Footage, Flock shall notify Customer prior to such access, use, preservation, and/or disclosure and Customer shall have the right, on notice to Flock, to seek to quash or limit such subpoena or challenge or seek modification of any order, and Flock shall not release such Footage unless Customer (i) consents in writing to its release; (ii) fails to advise Flock within five (5) business days of its intent to challenge such release; or (iii) any challenge by Customer to the subpoena or order has been fully litigated and all appeals exhausted, except when not releasing the Footage would cause Flock to violate such court order or subpoena. In such circumstance, Flock shall then notify Customer as soon as reasonably practicable and before the Footage is released.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days written notice sent via regular mail and email addressed to the Village Manager and Chief of Police prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms. Within forty-five (45) days of receipt of such notice, the Village shall have the right to terminate the Agreement in its sole discretion if it does not agree to any proposed increase in fees.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may

terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination. In addition to any other rights Customer may have herein, Customer has the right to terminate this Agreement during the "Opt-Out Period" as set forth in the Order Forms annexed hereto.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. During the Term, Flock shall provide ongoing software updates, firmware upgrades, hardware upgrades, and feature releases necessary for the proper functioning of the Flock Services, along with continuous monitoring, maintenance, and repair of the provided Flock Hardware to ensure its operational status and capability to deliver the subscribed services. Flock, at its discretion, shall repair or replace hardware components as necessary to maintain functionality and ensure hardware adequacy to support the then-current, most recent, generally available software version of the Flock services. Parties understand that Flock's obligation is limited to maintaining the hardware in an operational state, addressing defects, and ensuring compatibility with current software versions, and does not mandate brand-new hardware replacements on an annual or predetermined basis. Notwithstanding the foregoing, Customer shall be entitled to one opportunity every three (3) years to elect a proactive hardware refresh, whereby Flock will replace existing equipment with its then-current standard hardware offering,

provided that such equipment is compatible with Customer's environment and does not require material changes to infrastructure beyond those necessary for normal installation. Upgrades outside of the above parameters, including those requested more frequently or involving custom or non-standard equipment, may be subject to additional fees and a separate agreement. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule

(<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware. Notwithstanding this Section 8.2 or anything herein to the contrary, in the event of loss or damage to a Drone not caused by the Customer's gross negligence or willful misconduct, Flock shall replace the Drone at no additional cost to the Customer. There shall be no limitations on the number of drone replacements pursuant to this Section. Customer shall promptly notify Flock of any such loss or damage.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AMOUNT OF FLOCK'S INSURANCE COVERAGES SET FORTH IN EXHIBIT B. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE

CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. To the maximum extent permitted by law, Flock shall indemnify, defend, and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. This Section shall survive the termination of this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees in writing before such fees are assessed.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable, conveyable, sublicensable or otherwise by either Party, without prior written consent of the other Party.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected except as set forth in Section 11.7 below. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United

Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: Village Hall, 10001 Post Road, Scarsdale, NY 10583

ATTN:

Village Manager, Police Chief and Mayor

EMAIL:

amarshall@scarsdale.gov, sdelbene@scarsdale.gov, mayor@scarsdale.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage, and there shall be no exclusions for claims brought by third-parties or pursuant to New York State or Federal labor laws, nor shall there be exclusions for drone or work being performed at heights;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

(vi) **Excess/umbrella** insurance with minimum limits of Three Million Dollars (\$3,000,000) per occurrence / aggregate.

(vii) **Additional Insured.** The Village/Town of Scarsdale, and its elected officials, officers, salaried and non-salaried employees, elected or appointed officials, agents, representatives, volunteers and volunteer organizations are named as additionally insured for Flock's Commercial General Liability, Commercial Automobile Liability and Cyber Liability policies. The Certificate of Insurance shall contain an endorsement that the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, volunteers and volunteer organizations are additional named insureds, and the aforementioned coverages are not excluded from the policies required herein.

(viii) **Waiver of Subrogation.** A Waiver of Subrogation provision in favor of Village and Town of Scarsdale shall be included for Flock's Commercial General Liability, Professional Liability/Errors and Omissions, Commercial Automobile Liability, Cyber Liability and Workers Compensation insurance coverages.

(ix) **Primary / Non Contributory.** Flock's Commercial General Liability and Excess/Umbrella insurance coverages required herein shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale.



Date: Tuesday, April 8, 2025

Re: Written Communications

COVER PAGE

Village Manager's Office

Written Communications received between March 25, 2005 and April 2, 2025.

ATTACHMENT(S):

- [2025-04-08 A.Garfunkel Pickeball](#)
- [2025-04-08 A. Hintermesiter Budget - Pool Complex](#)

We want to thank the Board for considering moving the location of the Pickleball courts that are currently adjacent to our property. As the outdoor sport season is about to begin again and with Pickleball set to resume at the Crossway tennis courts, we will again be prevented from using our backyard, opening our windows or even sitting in our offices or bedroom (with the windows closed) when pickleball is played because of the high-pitched noise that reaches unacceptable decibel levels and constant popping sound generated by Pickleball play. Pickleball at its current location is clearly an intolerable nuisance to us, has already deprived us of the full use of our home for two years, and denies us the peaceful enjoyment of our property.

We ask the Board to move expeditiously to relocate Pickleball play away from residential areas. In doing so we hope that the Board will use the services of a Pickleball noise expert, such as the expert we retained, Bob Unetich, one of the leading Pickleball noise experts, whose continued services we would offer to the Board at our expense. Mr. Unetich concluded in his report to the West Quaker Ridge Neighborhood Association that in order to reach acceptable noise levels a 20-foot highway barrier would have to be installed or the courts enclosed in a building (both of which appear to be impractical) or the courts would need to be relocated away from homes.

In the interim (hopefully for a short time), we request that, as in previous years, Pickleball play at Crossway not begin before 9am on weekends, the Board utilize the courts at the High School for some of the time slots being offered so that the total daily pickleball play at Crossway does not exceed 5 hours in any day. The recreation department recently advised us that they are trying to move the 8am lessons scheduled on weekends at Crossway to the High School, which we appreciate. To lessen the constant noise at Crossway, it would be helpful if more lessons, as well as any organized league play in Scarsdale, be moved to the High School during non-school times (or possibly some to Brite).

Further, in making changes to Crossway Field, and possibly locating additional tennis courts in the bowling green, we request that the designers keep in mind that the sewer and drain lines along Crossway cannot hold any additional water during rainstorms and therefore should not be used for runoff from any new courts. The designers should examine whether the stream located between Crossway Field and our property can handle additional water runoff since rain runoff from Crossway Field is currently emptied into the stream.

Also, in redesigning the parking area at Crossway Field, the Village should not install lights in the parking lot, evergreens should be planted to screen the parking lot from our and our neighbors' properties. When the Little League and the Village made changes to Crossway 3, evergreens were planted between the field and adjacent properties. Unfortunately, the Village has not maintained these evergreens and they need to be replaced.

Once again, we appreciate the Board's efforts, and we look forward to improving Crossway Field for the benefit of the community and the neighbors.

Very truly yours,

Lori and Alan Garfunkel

Christine Sciandra

From: Anne Hintermeister <ahintermeister@gmail.com>
Sent: Tuesday, April 1, 2025 7:30 PM
To: Public Comments
Subject: Budget Hearing- Capital Plan- Pool Project

CAUTION: External sender.

The Tentative Budget for 2025-26 calls for the Village to issue a \$37 million bond to pay for a pool complex project this year.

On January 28, 2025, more than two years after unanimously rejecting a year-round facility and voting to move forward with an outdoor only facility, the Board (wisely) decided that the \$38 million estimated cost was too much to pay for a facility that would be used less than three months a year. The Board chose to go forward with a year-round facility with a \$53 million estimated price.

Is \$53 million a realistic cost estimate for a year-round pool complex? Does it include the 10% contingency added to the playing field project? Does it include bond issuance costs estimated at an additional 5%?

How do we know the year-round facility will be financially viable? The Board rejected a year-round facility in December 2022 based on a staff memorandum concluding that a public/private partnership was not feasible and unreasonably risky and on a consultant report that projected operating losses. Are those reports wrong?

Does the Board have a plan to operate the year-round pool complex? Are there projections of operating income and expenses that support adoption of that plan? It is critical that the pool continues to be operated as an enterprise fund. Taxpayers should not have to subsidize the pool's operations in addition to bearing the substantial tax increases that will be required to cover payments on the bond.

A project of this magnitude demands a rigorous financial analysis that establishes with a high degree of confidence that the project is financially sound and benefits the community. This analysis should be shared with residents. Residents should be informed about non-resident use of the new pool. Residents should know the tax impact of the project. An October 2024 presentation estimated that a \$41 million bond would increase village taxes for the median home by \$504 per year for 20 years. The tax impact of the bond for the year-round facility will be even higher and needs to be shared with residents.

In sum, before issuing a bond, the Board needs to devote more time and effort to this project and to fully communicate with all residents to ensure that they understand its true cost and are willing to pay it.

Anne Hintermeister
40 Chase Road



Date: Tuesday, April 8, 2025

Re: Minutes for the March 11, 2025 Town Board Meeting

ATTACHMENT(S):

- [Minutes 03-11-2025 Town Board Meeting](#)

TOWN BOARD MEETING

Rutherford Hall & Video Conference
Town of Scarsdale
March 11, 2025

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, March 11, 2025, at 8:40 p.m.

Present were Mesdames Brew and Gruenberg, and Messrs. Ahuja, Arest, Gans, Mazer, and Wise. Also present were Acting Village Manager Marshall, Town Counsel Ward-Willis, Deputy Custodian of Taxes Colotti, and Town Clerk Emanuel.

Mr. Arest presided.

* * * * *

Minutes

Upon a motion entered by Ms. Gruenberg, and seconded by Mr. Wise, the minutes of the Town Board Regular Meeting of February 11, 2025, were approved unanimously.

* * * * *

Report of the Custodian of Taxes

- As of February 28, 2025, collection percentages are:
 - o 99.77% of 2024 County Tax Levy.
 - o 98.52% of 2024 School Tax Levy; and
 - o 99.09% of the Village Tax Levy.
- Delinquent notices for all tax collections and end-of-the-year statements have been mailed.
- Tax collection is slightly higher than last year at this time.

* * * * *

Public Comment

None.

* * * * *

Future Meeting Schedule

- Tuesday, March 18, 2025 – Village Election – 6 AM to 9 PM
- Tuesday, March 25, 2025 – 6:00 PM – Village Board Work Session
- Tuesday, March 25, 2025 – 7:30 PM Agenda Committee Meeting
- Tuesday, March 25, 2025 – 8:30 PM Village Board Meeting
- Tuesday, April 8, 2025 – 7:30 PM Agenda Committee Meeting
- Tuesday, April 8, 2025 – 8:00 PM Village Board Meeting

* * * * *

There being no further business to come before the Board, the meeting was adjourned at 8:43 PM on a motion entered by Ms. Gruenberg, seconded by Mr. Mazer, and approved unanimously.

Respectfully submitted,

Taylor C. Emanuel
Town Clerk



Date: Tuesday, April 8, 2025

Re:

COVER PAGE

Village Manager's Office

Appointment to the Town Board of Assessment Review - Mr. Wise

ATTACHMENT(S):

- [Resolution](#)

Resolution Re: Appointment to the Town Board of Assessment Review

RESOLVED, that pursuant to NYS Real Property Tax Law Section 523, Brian Culang, 7 Berwick Road, is presently a holdover and is hereby re-appointed as a member of the Town Board of Assessment Review for a five-year term commencing on October 1, 2024 and terminating on September 30, 2029, or until such time as a successor is appointed.

Date: April 08, 2025



Date: Tuesday, April 8, 2025

Re: Custodian of Taxes Report as of March 31, 2025

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Custodian of taxes report at March 31, 2025](#)



To: Alexandra Marshall, Village Manager

From: Ann Scaglione, Village Treasurer

Date: Thursday, April 3, 2025

RE: Report of the Custodian of Taxes – Town of Scarsdale

MEMORANDUM
Treasurer's Office

Attached please find the following financial reports for the Town of Scarsdale as of March 31, 2025.

- | | |
|---------------------------|--------|
| • County Tax Collections | Page 1 |
| • School Tax Collections | Page 2 |
| • Village Tax Collections | Page 3 |

As of March 31, 2025, collection percentages are:

99.80% of 2024 County Tax Levy.
99.43% of 2024 School Tax Levy; and
99.48% of the Village Tax Levy.

I am proud to note that these collection percentages are the highest in the five-year period displayed in the attached reports.

The Village will be transferring the balance of the 2024/2025 School Warrant to the Scarsdale School on April 15th, in the amount of \$2,725,199.

County tax bills were mailed on April 1st. County taxes are due in full by April 30, 2025.