

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
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Village Board of Trustees Agenda

February 24, 2026
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

Trustee Liaison Reports

Bills - Trustee Kofman

Minutes

- Minutes for the February 10, 2026 Village Board Meeting

Agenda Items

- Resolution to Adopt a Local Law to Amend Chapter 265 of the Scarsdale Village Code Concerning Swimming Pool Fence Spacing - Trustee Gans
- Resolution Adopting the Revised Internal Control Policy - Trustee Gans
- Resolution Amending Professional Service Agreement with Lothrop Associate Architects D.C.P. - Deputy Mayor Gruenberg
- Resolution to Award VM #1333 Managed Information Technology and Cybersecurity Services - Trustee Kofman

Written Communications

- Written Communications Received between February 4 and February 18 , 2026.

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

Future Meeting Schedule

- Tuesday, March 3, 2026
 - 5:30 PM Village Board Work Session
- Tuesday, March 10, 2026
 - 6:00 PM - Village Board Work Session (Budget)
 - 7:30 PM - Agenda Committee Meeting
 - 8:00 PM - Village Board Meeting
- Tuesday, March 24, 2026
 - 6:00 PM - Village Board Work Session
 - 7:30 PM - Agenda Committee Meeting
 - 8:00 PM - Village Board Meeting

Village Hall Schedule

Motion to Adjourn



Date: Tuesday, February 24, 2026

Re: Minutes for the February 10, 2026 Village Board Meeting

ATTACHMENT(S):

- [Minutes 2-10-2026 Village Board Meeting](#)

VILLAGE OF SCARSDALE BOARD OF TRUSTEES
REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
February 10, 2026

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, February 10, 2026, at Rutherford Hall and via video conference at 8:03 p.m.

Present in person were Mayor Arest and Trustees Gans, Gruenberg, Kofman, and Mazer. Trustees Goldschmidt and Wise were present via videoconference (Zoom). Also present were Village Manager Marshall, Village Counsel Ward-Willis, and Village Clerk Emanuel.

Mayor's Comments

Mayor Arest provided the following comments:

Okay, before we begin, I want to recognize a few February observances that are meaningful to many in our community. February is Black History Month, a time to reflect on black history and celebrate the many contributions of Black Americans to our country. February is also American Heart Month, a reminder to focus on cardiovascular health and look out for one another. Looking ahead on the calendar:

- Valentine's Day is this Saturday, February 14
- President's Day is Monday, February 16
- The Lunar New Year begins on Tuesday, February 17. To everyone celebrating, I wish you a happy and healthy New Year.
- Ramadan is expected to begin at sunset on Tuesday, February 17, with the first day of fasting on Wednesday, February 18. To everyone observing Ramadan Mubarak, wishing you a month of reflection, compassion, and peace.
- Ash Wednesday is Wednesday, February 18, marking the start of Lent for many Christian residents

Scarsdale is strongest when we show respect for each other's traditions and take the time to learn from them. Thank you.

Manager's Comments

Village Manager Marshall provided the following comments:

With the winter break coming up for many, I wanted to remind the community about the Dark House program through our Scarsdale Police Department. If you plan to be away, you can register to have the Police Department check on your home by contacting 914-722-1200.

I'd like to turn over the remainder of my time to Fire Chief Christopher Mytych with some important information on home heating safety for the winter.

Chief Mytych provided the following:

Since the onset of freezing temperatures on January 24, the Fire Department has observed a 56% increase in emergency responses compared to the same period last year. Frost heave in soil and thermal contraction of underground metal pipes have resulted in a higher number of water main breaks and natural gas leaks. Inadequately insulated plumbing has also given rise to several water conditions in homes and businesses throughout the Village.

Of greater consequence is the heavier burden placed on stationary and portable heating equipment during this cold spell. Heating is the second-leading cause of home fires, injuries, and fatalities. I humbly present the following home heating safety tips to carry us through the remainder of this winter season.

- Never use your oven to heat your home as this increases the risk of carbon monoxide poisoning and burn injuries.
- Heating equipment, fireplaces, and chimneys should be cleaned and inspected every year by a qualified professional to ensure proper function and venting. Malfunctioning or poorly vented fuel-burning appliances may introduce smoke or carbon monoxide to living spaces.
- Have a qualified professional install stationary space heating equipment, water heaters, or central heating equipment according to State and Village codes, and manufacturer's instructions.
- Keep anything that can burn, including furniture, storage, children, and pets, at least three feet away from heating equipment, like the furnace, fireplace, wood stove, or portable space heater.
- We recognize that some residents may supplement central heating with portable electric space heaters.
 - o Purchase a heater with the seal of a qualified testing laboratory, such as Underwriters Laboratories (UL) or Intertek (ETL).
 - o Choose a heater with a thermostat, overheat protection, and tip-over protection.
 - o Plug portable space heaters directly into a wall outlet. Never use an extension cord.
 - o Remember to turn portable space heaters off when leaving the room or going to bed.
- Regarding the use of fireplaces, please consider the following.

- o Be certain the damper or flue is open before starting a fire. Keeping the damper or flue open until the fire is out will draw smoke out of the house.
- o Use dry and well-aged wood. Wet or green wood causes more smoke and contributes to soot buildup in the chimney.
- o Use a high-quality grate or fireplace and irons, which prevent logs from rolling out and help protect the firebox floor.
- o Make sure the fireplace has a sturdy metal, wire mesh, or heat-resistant glass screen to block embers and sparks from entering the living space. Last month, our members responded to a fire caused by embers that migrated between a gap in a mortar joint between the firebox and hearth during normal use of a fireplace. Though a screen was in place, a defect that developed over time allowed the fire to escape the confines of the fireplace.
- o Never leave a fire in the fireplace unattended. Make sure it is completely out before going to bed or leaving the house.
- o Put ashes in a metal container with a lid. Place the container outside at least 10 feet from your home. This past Sunday, our members responded to a fire caused by ashes that had inadvertently been discarded in a combustible container inside the home. Though the fire burned through the adjacent floor system, the residents safely evacuated and called the Fire Department immediately upon detection.

Before I close, I'd like to acknowledge the efforts of my staff, our career and volunteer firefighters, as well as our partners in public safety, Chief DelBene and David Raizen. I'd also like to thank Superintendents Coleman and Gonnella, and their staff. While we often associate a safe and reliable water supply with the conveniences of household hygiene, this system, coupled with Fire Department personnel and equipment, silently protects our residents 24 hours a day.

Finally, I would be remiss if I didn't remind our residents that the keys to a successful operation begin with those reporting the emergency. Early detection and early notification lead to early intervention by the Fire Department. Smoke and carbon monoxide will not wake you from your sleep. Please ensure that you have working smoke and carbon monoxide alarms in your home and call 911 to report all emergencies.

I also encourage our residents to contact us by phone at (914) 722-1215, or by email at fire@scarsdale.gov, with any non-emergency questions or concerns. We are happy to offer complimentary home fire safety surveys as well.

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Upon a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Kofman, and carried unanimously, the agenda was amended to include a resolution Authorizing the Execution of a Professional Services Agreement for Recruitment Services.

* * * * *

Public Hearing

On a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Kofman, and carried unanimously, a public hearing on a Proposed Local Law Authorizing a Real Property Tax Levy in Excess of NYS Tax Cap, was opened.

As there were no comments provided, the public hearing was adjourned on a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Kofman, and carried unanimously.

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On a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Kofman, and carried unanimously, a public hearing on a Proposed Local Law to Amend Chapter 265 of the Code of the Village of Scarsdale Concerning Swimming Pool Fence Spacing, was opened.

As there were no comments provided, the public hearing was adjourned on a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Goldschmidt, and carried unanimously.

* * * * *

Public Comment

Alissa Baum; 2 Sylvan Lane, and Myra Saul; 5 Lincoln Road, presented comments on the 70,000 people, including children, held in ICE detention centers around the country that are operated by private firms. They mention reports of the lack of medical facilities and the outright denial of medical care at these Senate centers. They remark on communities speaking out against ICE, especially with respect to the establishment of detention centers in their communities. They ask that the Village of Scarsdale, through its trustees, support some handcuffs on ICE, as proposed by our governor, in the name of upholding our constitutional rights and decency. These are the New York State Bivens Act, which would protect the constitutional rights of New Yorkers by establishing a right to sue Federal officers and hold them accountable for violations of individual constitutional rights, and The Sensitive Location Protection Act, which would amend the New York State civil rights law to protect sensitive locations, schools, daycares, hospitals, houses of worship and housing accommodations from civil immigration enforcement, except where a federal agent has a judicial warrant. They advocate against ICE invading the spaces cherished as safe and secure. They also mention the Local Cops, Local Crimes Act, which is proposed legislation designed to prohibit state and local law enforcement from entering into agreements with ICE (287(g) agreements) for federal civil immigration enforcement to bar state and local police from acting as federal agents or using taxpayer-funded resources or personnel to carry out federal civil immigration enforcement.

Nancy Berke; 258 Nelson Road, supports all the recommendations made by previous speakers, Alissa Baum and Myra Saul. She stressed the need to do what we can to protect democracy. Ms. Berke mentions that the President has stated that the guardrails on his executive authority are limited only by his morality. Ms. Berke believes that, given what we've seen happening, this is a floor way too low for any of us to accept.

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Trustee Liaison Reports

None.

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Bills

Deputy Mayor Gruenberg reported that she had audited the Abstract of Claims dated February 10, 2026, in the amount of \$1,343,298.53.

Upon motion duly made by Deputy Mayor Gruenberg, and seconded by Trustee Gans, the following resolution was adopted unanimously:

RESOLVED, that the Abstract of Claims dated February 10, 2026, in the amount of \$1,343,298.53 is hereby approved.

* * * * *

Minutes

Upon a motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Gans, the Minutes for the Village Board of Trustees January 27, 2026, Regular Meeting, were approved unanimously.

* * * * *

Deputy Mayor Gruenberg

Upon motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Mazer; the following resolution Authorizing Westchester County Snow and Ice Removal Agreement 2025-2030; was approved unanimously:

WHEREAS, Westchester County owns 3.24 lane miles of road within the Village of Scarsdale; and

WHEREAS, Westchester County desires to obtain services for snow and ice removal from these roads in order to provide reasonable passage and movement of vehicles; and

WHEREAS, the Village of Scarsdale has received a proposed five-year renewal of a snow and ice agreement with Westchester County for snow and ice control, the new five-year term will be from October 1, 2025 through September 30, 2030; and

WHEREAS, the reimbursement rate received from the County for services rendered by the Village shall be in accordance with Schedule “B” of the attached agreement; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees hereby authorizes the Village Manager to sign and execute an agreement between the Village of Scarsdale and Westchester County for snow and ice control; and be it further

RESOLVED, that the Village Manager is herein authorized to complete all other administrative acts necessary pursuant to this agreement.

* * * * *

Trustee Gans

Upon motion entered by Trustee Gans, and seconded by Deputy Mayor Gruenberg; the following resolution, Adopting a Local Law Authorizing a Real Property Tax Levy in Excess of the New York State Cap; was approved by the vote indicated below:

WHEREAS, in 2011 New York State enacted legislation that established a “property tax cap” which limits growth in the property tax levy. Under this law, the total amount to be raised through property taxes charged on the municipality’s taxable assessed value of property is capped at 2% or the rate of inflation, whichever is less; and

WHEREAS, the Allowable Levy Growth Factor established by the New York State Comptroller for Villages for the 2026-2027 fiscal year is 1.02%; and the Tax Base Growth Factor assigned to the Village of Scarsdale is 1.0149%, resulting in an Allowable Tax Levy Increase over the current year of 3.65%; and

WHEREAS, local communities can override the property tax cap. Subdivision 5 of Section 3-c allows local governments to adopt a budget requiring a tax levy greater than the property tax cap pursuant to the local governing body adopting a local law “overriding” the cap; and

WHEREAS, it is prudent for the Village Board to consider adopting this override law early in the budget process to allow for the required public notice, review and hearing period prior to the statutory May 1, 2026, budget adoption deadline; and

WHEREAS, adoption of the local law to override the tax cap does not preclude the Village Board from adopting a budget in compliance with the property tax cap, it simply allows for the option and protects the Village from any penalties; now, therefore, be it

RESOLVED, it is the intent of this local law to allow the Village of Scarsdale to adopt a budget for the fiscal year commencing June 1, 2026 –May 31, 2027 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c; and

RESOLVED, the Board of Trustees of the Village of Scarsdale, County of Westchester, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2026 through May 31, 2027 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

AYES

ABSTENTIONS

ABSENT

Mayor Arest
Trustee Gans
Trustee Goldschmidt
Deputy Mayor Gruenberg
Trustee Kofman
Trustee Mazer
Trustee Wise

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Trustee Kofman

Upon motion entered by Trustee Kofman, and seconded by Deputy Mayor Gruenberg; the following resolution Authorizing the Execution of a Municipal Agreement with Westchester County for the Use of Voting Machines; was approved unanimously:

WHEREAS, the Village of Scarsdale (“Village”) will conduct the Annual Village Election on Wednesday, March 18, 2026, necessitating the use of the Westchester County Board of Elections’ voting equipment in connection with said election; and

WHEREAS, the Westchester County Board of Elections (“County”) has prepared a formal Agreement with respect to the use of said equipment, a copy of which is attached hereto and made a part hereof; and

WHEREAS, pursuant to the terms of the Agreement, the County will provide the use of four (4) Optical Scan Voting Machines, one (1) Ballot Marking Device, and three (3) Privacy Booths, as well as the technicians necessary to operate the voting systems; and

WHEREAS, the Village will be responsible for costs associated with transporting the equipment, ballot printing, provision of election inspection personnel, and obtaining appropriate insurance, as detailed in the Agreement; and

WHEREAS, the Village Attorney has reviewed the attached Agreement and approved as to form; now, therefore, be it

RESOLVED, that the Village Board of Trustees herein authorizes the Village Manager to execute the attached Intermunicipal Agreement with the County of Westchester, in substantially the same form as attached hereto, for the use of voting equipment in connection with the March 18, 2026 Village Election, as detailed in the Agreement.

* * * * *

Upon motion entered by Trustee Kofman, and seconded by Deputy Mayor Gruenberg; the following resolution Authorizing a Stipulation of Agreement with the Uniformed Firefighters Association to Amend Benefit Provisions; was approved unanimously:

WHEREAS, the Village of Scarsdale and the Uniformed Firefighters Association of Scarsdale, Local 1394 IAFF, AFL-CIO (“the UFFA”) are parties to a Collective Bargaining Agreement that expired on May 31, 2023; and

WHEREAS, the membership of the Union ratified the terms and conditions contained in the Agreement; now therefore be it

RESOLVED, that the Village Board hereby ratifies and approves the 2023-2026 Agreement with the UFFA.

* * * * *

Upon motion entered by Trustee Kofman, and seconded by Deputy Mayor Gruenberg; the following resolution regarding Authorization to Execute a Professional Services Agreement for Recruitment Services; was approved unanimously:

WHEREAS, the Village of Scarsdale has a vacant executive-level position requiring experienced and qualified candidates; and

WHEREAS, the Village of Scarsdale has engaged Robert Half Inc., 2975 Westchester Ave, Purchase, NY 10577, to provide recruitment services for the Village; now therefore it be

RESOLVED, that the Village Manager is hereby authorized to execute the professional service agreement with Robert Half Inc. and to undertake all administrative acts required pursuant to the terms of the Agreement, subject to further revisions to the contract as per the Village Manager and/or the Village Attorney.

* * * * *

Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Deputy Mayor Gruenberg; the following resolution Accepting a Gift from the Fenway Golf Club Charitable Fund for the Scarsdale Police Department; was approved unanimously:

WHEREAS, in recognition of the Scarsdale Police Department's essential public safety services to the Scarsdale community, the Fenway Golf Club Charitable Fund of 384 Old Mamaroneck Road, Scarsdale, NY, has offered to donate \$5000.00 to the Scarsdale Police Department for future Police Department equipment; and

WHEREAS, pursuant to Policy #106 of the Village of Scarsdale Administrative Policies and Procedures Manual, entitled "Gifts to the Village of Scarsdale," acceptance of all gifts valued at \$500 or more must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of \$5000.00 from the Fenway Golf Club Charitable Fund; and be it further

RESOLVED, that the \$5000.00 gift be deposited into the Police Department Gift Account (#TE 93-08); and be it further

RESOLVED, that the Village Board of Trustees hereby extends its gratitude and appreciation to the Fenway Golf Club Charitable Fund for their generosity.

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Written Communications

Two communications have been received since the last regular Board of Trustees meeting:

- An email from Josh Frankel regarding Flock Safety.
- An email from Roger Harris regarding Parking on Brook Lane.

* * * * *

The Village Board entered the Town Board Meeting at 8:34 pm.

Upon adjournment of the Town Board meeting, and there being no further business to come before the Board, the meeting was adjourned at 8:37 pm.

Respectfully submitted,

Taylor Emanuel
Village Clerk



Date: Tuesday, February 24, 2026

Re: Resolution to Adopt a Local Law to Amend Chapter 265 of the Scarsdale Village Code Concerning Swimming Pool Fence Spacing - Trustee Gans

COVER PAGE
Planning Department

ATTACHMENT(S):

- [02.24.2026 - Resolution - Adoption of a Proposed Local Law to Amend Chapter 265 of the Scarsdale Village Code](#)
- [01.27.2026 - J. Watiser Memo - Proposed Amendments to the Village Code Chapter 265](#)
- [01.27.2026 - Proposed Local Law - Amending Village Code Chapter 265](#)

Resolution Re: Adoption of a Proposed Local Law to Amend Chapter 265 of the Scarsdale Village Code Concerning Swimming Pool Fence Spacing

WHEREAS, the Village Board of Trustees has considered a proposed local law to amend Chapter 265 of the Scarsdale Village Code concerning swimming pool fence spacing; and

WHEREAS, a duly noticed public hearing was held on February 10, 2026 to consider the proposed amendment, providing an opportunity for public comment; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby adopts the local law amending Chapter 265 of the Scarsdale Village Code concerning swimming pool fence spacing; and be it further

RESOLVED, that the Village Clerk is hereby directed to take the necessary steps to file and publish the local law in accordance with applicable legal requirements.

Date: February 24, 2026

To: Scarsdale Mayor Arest and Village Trustees

From: Jeffery Watiker, BZA Chairman

Date: January 15, 2026

RE: Proposed Amendment to the Village Code Chapter 265 regarding Fence Spacing

This memorandum concerns the maximum horizontal dimension of picket-style pool fences in Scarsdale. In the interest of reducing burden on Scarsdale residents, it recommends bringing Scarsdale into closer alignment with neighboring jurisdictions by amending the Scarsdale Village Code, which currently specifies a maximum 2 inch requirement, to instead reference the requirement in New York State Code, which imposes has a 4-inch requirement.

The Village Code currently provides that the maximum distance between the pickets is 2 inches:

[§ 265-1 Fences required; heights and gates described.](#)

A. No person in possession of land within the village . . . upon which is situated a swimming pool . . . , other than swimming pools operated by clubs, shall fail to maintain on the lot or premises upon which such swimming pool is located and completely surrounding it a fence or wall not less than five feet in height, with openings, holes or gaps therein measuring a maximum of two inches in either the width or the length; *provided, however, that, if a picket fence is erected or maintained, the horizontal dimension shall not exceed two inches; . . .*

This contrasts the 2025 New York State Residential Code which allows for four inch spacing in the spacing between the horizontal members of the picket fence is at least 45 inches:

R328.4.2.4 Widely spaced horizontal members.

Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches . . . or more, *spacing between the vertical members shall be not greater than 4 inches . . .*

The reasoning for the requirement that the tops of the horizontal members be 45 inches . . . or more is to ensure that it would be difficult for children to climb over the fence. If the tops of the horizontal members are less than 45 inches, then the maximum spacing is 1¾ inches. *See* R328.4.2.3.

A survey of other near municipalities by the Planning Department staff showed that those municipalities either explicitly allow 4 inch spacing or, more commonly, simply reference the New York State standard.

- Ardsley allows for four inch spacing (“if a picket fence is erected or maintained, the horizontal dimension shall not exceed four inches”) ([Chapter 178-4](#))
- Bronxville defers to the State Code ([Chapter 310-8A\(4\)\(b\)\[2\]](#)),
- City of New Rochelle defers to the State Code ([Chapter 331-17B](#)),
- Eastchester defers to the State Code ([page 116 of the Eastchester Code](#))
- Village of Rye Brook defers to the State Code ([Chapter 224-11](#))

Scarsdale's 2-inch requirement was adopted in 1989. It appears that prior to that date the Village Code allowed for 4 inch spacing. The Planning Department staff could not find any back-up for the reasoning behind the 1989 change to two inch spacing. Perhaps the Village was concerned about children climbing the fence, which is the reason the New York State code disallows spacing greater than 1³/₄ inches unless the tops of the horizontal members are at least 45 inches apart.

The Board of Zoning Appeals recommends the Village amend its code as it applies to maximum horizontal spacing *for picket fences* to reference the state standard. As described above, currently, that standard is 4 inches, unless the tops of the horizontal members is less than 45 inches, then the maximum spacing is 1³/₄ inches. *See* R328.4.2.3.

The reasons for the recommendation are:

1. The change would bring Scarsdale into closer alignment with neighboring jurisdictions.
2. We understand that it is materially more expensive to install a picket fence with 2" spacing than 4" spacing because of the additional materials for the 2" spacing fence.
3. Many residences already have existing otherwise code compliant 4-inch space picket fences. In such cases, installing a pool generally requires replacing that otherwise compliant fence in its entirety.
4. Scarsdale residents putting up new fences for security or to restrain children or pets are faced with a dilemma whether to install a two-inch fence so the home will be pool-ready even though a pool may never be installed.

The Board of Zoning Appeals discussed this matter at meetings open to the public on September 10, 2025, and on October 8, 2025. No members of the public offered comment on the matter. The fact that the Zoning Board of Appeals was going to discuss "Fence Policy" was noted on the agenda for the October 8, 2025, meeting only, and the details about the changes being considered were not announced beforehand.

On October 8, 2025, the Board of Zoning Appeals adopted the following resolution:

Upon motion, duly made by Mr. Meiselman, seconded by Ms. Millen, a recommendation to the Village Board to amend the current fence policy statement for widening the fence slants to 4 inches was approved with a unanimous 4-0 vote.

Based on the foregoing, the Board of Zoning appeals recommends that Village move forward to amend the Scarsdale Village Code, which currently specifies a maximum 2-inch requirement, to instead reference the requirement in New York State Code.

Best regards,

Jeff Watiker

Jeff Watiker

BZA Chairman

LOCAL LAW NO. ____ OF 2026

VILAGE OF SCARSDALE
BOARD OF TRUSTEES

A LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE
CONCERNING OPENINGS IN POOL FENCES

A LOCAL LAW to amend Chapter 265 of the Scarsdale Village Code to provide that openings, holes, and gaps in pool fences shall meet the requirements of the N.Y. Residential Building Code.

BE IT ENACTED by the Board of Trustees of the Village of Scarsdale as follows:

Section 1. Chapter 265 of the Code of the Village of Scarsdale, Section 265-1 entitled “Fences required; heights and gates described,” is hereby amended as follows:

§ 265-1 Fences required; heights and gates described.

- A. No person in possession of land within the village, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool as defined in § 310-2 of Chapter 310, Zoning, of this Code, other than swimming pools operated by clubs, shall fail to maintain on the lot or premises upon which such swimming pool is located and completely surrounding it a fence or wall not less than five feet in height, with openings, holes, spacing or gaps therein ~~measuring a maximum of two inches~~ meeting the minimum requirements of the Residential Code of New York State, as incorporated by Chapter 132 of the Scarsdale Code, in either the width, or the length, and vertical spacing between members; provided, however, that, if a picket fence is erected or maintained, the horizontal dimension shall not exceed two inches; provided, further, that a dwelling or accessory building may be used as a part of the enclosure; provided, further, that when such building is used as a part of the enclosure, the requirements of ~~Section 720.1(g) of the State Uniform Fire Prevention and Building Code~~ the Uniform Code must be complied with, as incorporated by Chapter 132 of the Scarsdale Code.
- B. All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device designed to keep, and capable of keeping, such door or gate securely closed at all times when not in actual use.

Section 2. Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 265 of the Village of Scarsdale Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification.

It is the intention of the Village of Scarsdale and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Village of Scarsdale; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 4. Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

Section 5. Effective Date.

This local law shall take effect upon filing with the Office of the Secretary of State.



Date: Tuesday, February 24, 2026

Re: Resolution Adopting the Revised Internal Control Policy -
Trustee Gans

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [02.24.2026 - Resolution - Adopting the Revised Internal Control Policy](#)
- [02.19.2026 - A. Marshall Memo - Internal Control Policy](#)
- [02.13.2026 - Proposed Revisions to Internal Control Policy](#)

Resolution Re: Amending Policy 201 – Internal Control Policy

WHEREAS, the Village of Scarsdale has established guidelines for purchasing goods and services for the Village through Policy #201, originally approved on December 17, 1991, and last revised on December 14, 2021; and

WHEREAS, the policy documents the purchasing and internal control practices of the Village and identifies the roles and responsibilities of the individuals involved in purchasing; and

WHEREAS, General Municipal Law § 104-b(4) requires that municipalities review their internal control policies annually; and

WHEREAS, the revised policy includes clarifying language to expand upon the purpose of the policy, additional guidelines concerning purchasing limits, and expanded procedures for purchasing in accordance with contract type; now, therefore, be it

RESOLVED, that the Scarsdale Village Board of Trustees hereby approves the amendment to Internal Policy 201: Internal Control Policy.

Date: February 24, 2026

SCARSDALE

1701
NEW YORK

To: Village Board of Trustees
From: Alexandra H. Marshall, Village Manager
Date: Thursday, February 19, 2026
RE: Internal Control Policy

MEMORANDUM
Village Manager's Office

General Municipal Law § 104-b(4) requires that municipalities review their internal control policies annually. On December 9, 2025, staff presented the Village Board with proposed revisions to the Village's Internal Control Policy (Village Policy #201) and identified several areas where updates are appropriate and practical. Keane and Beane P.C. also reviewed this policy and recommended revisions to better align the Village's procurement processes with General Municipal Law. Since the December 9 Work Session, our auditors from PKF O'Connor Davies also reviewed the proposed policy revisions which resulted additional minor revisions.

Attached is a draft red-line policy for the board's consideration. Changes to the policy include clarifying language to expand upon the purpose of the policy, additional guidelines with respect to purchasing limits, and expanded procedures for purchasing in accordance with contract type. Key modifications to the policy include:

- Identification of personnel who are responsible for purchasing in accordance with GML § 104-b(2)(f). This language has been added in sections § 1.4 and § 1.5.
- Addition of purchasing limits for procurement through New York State contracts, Westchester contracts, and "piggybacking" off other government contracts in § 2.4. The threshold amount of \$100,000 was added as requested by the board during the December 9 Work Session. Vague language about the approval process for these types of contracts has also been stricken from § 2.5.
- Addition of new § 2.6 with language to define and describe the processes for procurement through "piggybacking" off other government contracts.
- Addition of new § 2.7 with language to define and describe the processes for "Best Value" procurement.
- Revised thresholds for Change Orders in § 2.11 per the Board's discussion on December 9.
- Revised language in § 2.13 regarding the utilization of standardization contracts and purchases.
- Addition of § 2.15 which encourages staff to consider environmentally sustainable purchases when practical, appropriate, and cost effective.
- Revised language in § 3.5 to clarify appropriate circumstances for emergency purchases.
- Establish a threshold for the Village Manager to enter into professional service contracts less than \$30,000 in § 3.12. Professional service contracts of \$30,000 or great shall be approved by the Village Board.
- Addition of § 3.15 which prohibits the unauthorized assignment of contracts.

Please let me know if you have any additional questions.

RE: INTERNAL CONTROL POLICY:

#201

ORIGINAL DATE: 12/17/1991

APPROVED BY: Board of Trustees Resolution

REVISION DATES: 01/12/93, 01/11/94, 01/09/96, 01/28/97, 01/27/98, 01/25/2000, 01/8/02, 01/13/04, 01/27/04, 04/05/06, 03/6/07, 02/13/08, 01/12/10, 01/11/11, 12/13/11, 11/12/13, 11/12/14, 11/10/15, 11/09/16, 11/14/17, 11/13/18, 10/22/19

MOST RECENT ADOPTION DATE: 12/14/21

1. Purpose

1.1 This procurement and internal control procedure policy (the “Policy”) is adopted pursuant to New York State General Municipal Law (“GML”) §104-(b), to establish guidelines for purchasing goods and services for the Village in order to document the purchasing and internal control practices of the Village and to identify the roles and responsibilities of the individuals involved in purchasing. In accordance with GML § 104-b(4), this Policy shall be reviewed by the Scarsdale Board of Trustees (the “Board”) on an annual basis.

1.2 For the purpose of this Ppolicy, the term “Village Manager” refers to the Village Manager as appointed by the Board of Trustees or such other designee authorized by the Village Manager to act on his/her/their behalf. The Village Manager’s designation of a designee shall be made in writing, with a copy to the Mayor, Village Treasurer and Village Attorney, and is subject to revocation at time for any reason, and must describe the limitations of the designee’s authority, if any. The designee shall familiarize themselves with this Policy and is responsible for adherence to the requirements of this Policy.

1.3 For the purpose of this Ppolicy, the term “Contract Administrator” shall be the employee designated by the Village Manager to serve as coordinator and control figure for contracts issued pursuant to GML §103 “bidding thresholds” pertaining to competitive sealed bids.

1.4 Pursuant to GML § 104-b(2)(f), the Mayor, Village Manager, Treasurer, and department heads are the only individuals responsible for the procurement of goods and services. The Village Manager shall provide the Village Treasurer with a list of the names and titles of the individual(s) responsible for the procurement of goods and services; such information is to be updated every two-years. Department heads may delegate their responsibility for the procurement of goods and services to qualified members of their teams, provided the Village Manager consents to such delegation in writing and further provided that department heads shall remain ultimately responsible for any purchases by their designees.

1.3.1.5 Pursuant to Scarsdale Village Code (“Village Code”) §§ 57-6(F) and (G), the Village Manager has been delegated the authority to oversee the letting of contracts pursuant to GML 103, when so required, and to execute contracts in the name of the Village when so authorized pursuant to this Policy or via-Board approval, when so required.

2. Policy

2.1 A purchase order and prior approval shall be required for all purchases of goods and services of \$5,000 or more pursuant to §2.4A and B and §2.5 of this policy.

2.2 Each Village department head shall designate a departmental purchasing coordinator and one alternate to process its purchase orders and request for payments.

2.3 Emergency purchases will be made in accordance with GML §103 (4).

2.4 The following guidelines shall be adhered to with respect to purchasing limits:

- A. Materials, supplies, equipment, apparatus and services, labor, construction as required for purchase and public works contracts respectively per NYS statutes:

AMOUNT	TYPE	REQUIRED	APPROVAL
Under \$999	<u>Any</u>	Confirming/0 Quotes	Department Head
\$1,000/ \$4,999	<u>Any</u>	2 Quotes (Verbal Written)	Department Head
\$5,000/ \$19,999	<u>Any</u>	3 Quotes (Written)	Village Manager
\$20,000/ more	(1) Purchase (materials, supplies, equipment, etc.)	Competitive Bids / <u>Best Value</u>	Village Board
<u>Under \$100,000</u>	<u>Purchase (materials, supplies, equipment, etc.)</u>	<u>OGS/County/Piggybacking</u>	<u>Village Manager</u>
<u>\$100,000/more</u>	<u>Purchase (materials, supplies, equipment, etc.)</u>	<u>OGS/County/Piggybacking</u>	<u>Village Board</u>
\$20,000/\$34,999	(2)Public Works (labor and materials)	3 Quotes (Written)	Village Manager
\$35,000/ more	(3)Public Works (labor and materials)	Competitive Bids	Village Board

~~(1) Purchase contract (materials, supplies, equipment) bid limit—General Municipal Law, or as amended by statute.~~

~~(2) Public works contracts (labor and materials) or as amended by statute.~~

~~(3) Public works contract bid limit—General Municipal Law or as amended by statute.~~

B. Professional Services agreements in accordance with ~~§ A318-4C of the Village Code and~~ § 3.12 of this policy.

2.5 Purchases of capital budget items made through contracts awarded by New York State (see GML §104), and Westchester any NYS County, contracts(see GML § 103(3) and NYS County Law § 408-a(2)) and through the Scarsdale School District or Southern Westchester BOCES (see § 2.6 of this Policy), or any other contract issued by a governmental agency in accordance with state statute (see GML § 103(16) and § 2.6 of this Policy), shall not be subject to the quotes or competitive requirements of §2.4 above but shall be subject to the approval requirements of such section when a specific appropriation or capital budget authorization have not been approved by the Board of Trustees. Purchases of operating budget items made through these contracts must be approved by the Village Manager. See also §§ 2.6 and 3.7 of this Policy for additional requirements.

2.6 “Piggybacking”: Pursuant to GML § 103(16), purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies may be made by “piggybacking” on contracts let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103 and made available for use by other governmental entities. “Piggybacking” on a contract is not permitted for contracts necessary for the completion of a public works contract. “Piggybacking” on a contract shall be subject to the approval provisions of § 2.4 of this Policy require Board of Trustee approval in each instance, except that the Village Manager may authorize shall such purchase if the aggregate value of the Village expenditure under the “piggyback” contract(s) does not exceed the monetary thresholds set forth under GML § 103(1) and provided that appropriations have already been made for such expenditure.

2.7 “Best Value” Procurement: Purchases based upon Best Value shall be permitted in accordance with Chapter 19 of the Village Code. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York State Labor Law. Best value is defined as a basis for awarding contracts which optimizes quality, cost and efficiency, among responsive and responsible offers (see NYS Finance Law § 163). Best value may also be utilized for purchase contracts and some service contract when “piggybacking” on other eligible contracts pursuant to GML § 103(16). A request to utilize the best value standard in awarding a contract shall be accompanied by a statement explaining how the award is expected to result in savings for the Village over time, such as, but not limited to, price discount(s), reliability, efficiency, difficulty/ease of maintenance, useful lifespan, ability to meet needs regarding timeliness of performance, and experience of service provider with similar contracts, and whenever possible, include an objective and quantifiable analysis. If the purchase made upon the basis of best value exceeds the competitive bidding thresholds set forth in GML § 103(1) (i.e., more than \$20,000) then approval from the Board of

Trustees is required, except when piggybacking on a contract awarded based upon best value and the expenditure is less than \$100,000, and provided appropriations have already been made for such expenditure.

2.52.8 Purchase orders issued ~~to the same vendor~~ for the same or equivalent product(s) cannot be split in order to avoid the dollar thresholds established in §2.4A or ~~the New York State bidding statutes~~GML § 103. When it is known or can be reasonably expected that the aggregate amount to be spent on purchases of the same commodity, or the same type of public work, will exceed the dollar thresholds over the course of a fiscal year, competitive bidding or the use of New York State, Westchester County, Scarsdale School District, Southern Westchester BOCES or other Cooperative Purchasing Agreements/Contracts is required. The Village Treasurer shall monitor purchase orders during any fiscal year and report any split purchases to the Village Manager.

2.62.9 Purchases approved by department heads may be issued for amounts not to exceed \$999 and in situations where requirements contracts have been awarded to vendors for supplies and materials routinely purchased by one or more departments. Amounts from \$1,000 to (but not including) \$5,000 must have two quotes attached pursuant to §2.4.

2.72.10 Contracts approved pursuant to § 2.4 A and B of this policy can be awarded on a unit price basis or a lump-sum price basis. Contracts approved on a unit price basis will contain an estimate of the total dollars to be expended which will be used to determine whether quotations or competitive bids are required and whether the contract must be approved by the Village Board or the Village Manager.

2.82.11 Change Orders:

A. Increases in estimated contract amounts, awarded contract amounts or the aggregate amounts of change orders must be approved by the Village Board when the following limits are exceeded:

<u>Contract Amount</u>	<u>Change Order/Increases (aggregate)</u>
For contracts less than \$100,000.....	\$10,000 limit
For contracts between \$100,000 and \$500,000	20% limit of the contract amount
For contracts greater than \$500,000 <u>100,000</u>	20% of the contract amount, not to exceed <u>\$1200,000</u>

B. For contracts greater than \$500,000, the Village Manager shall report periodically to the Village Board of Trustees, all approved change orders up to the 20% or \$1200,000 threshold_ at which point all change orders must be approved by the Village Board.

2.92.12 In order to comply with terms calling for timely remittances to vendors upon the delivery of materials or supplies or the rendering of services to the Village for the conduct of its affairs, payments for items such as utilities, postage or other items requiring payment prior to the

next Board of Trustees audit, may be made in advance of a Board of Trustees audit, provided such payments are duly approved by a department head, the Village Manager and the Village Treasurer. Such payments made in advance of a Board of Trustees audit shall be presented monthly to the Board of Trustees for ratification. Each department shall take advantage of discounts where available and process those payments in a timely manner to ensure compliance with vendor terms.

2.102.13 Standardization: Pursuant to GML §103(5), upon the adoption of a resolution by a vote of at least three-fifths of all the members of the Village Board stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services. Such resolution shall contain a full explanation of the reasons for its adoption. The reasons for standardization must be factual, cannot specify more than one make or brand, and cannot be based upon opinions or preferences. Standardization contracts and any solicitations for bids or proposals shall expressly state the particular make, model, or brand of such equipment, materials, supplies, or services sought. Any bids or proposals which do not conform with the particular sought equipment, materials, supplies, or services shall be rejected for non-responsiveness. When a standardization contract is sought in excess of the monetary threshold fixed for purchase contracts under GML §103(1) (i.e., \$20,000), the standardization contract shall be awarded to the lowest responsible bidder or responsible in the manner provided in GML §103(1). Only a simple majority vote by the Village Board is needed to rescind a standardization resolution. In situations when, in the public interest, the Village Manager determines that the Village requires particular goods or services for which there is no substantial equivalent and which are, in fact, available from only one source, competitive bidding may not be required for the procurement of the item pursuant to GML §103(5).

2.14 Contracts that have been approved by the Board of Trustees and contain option clauses or extensions to renew on the part of the Village require prior approval of the Village Board by resolution for the exercise of such option or extension, except in situations in which the contract language or resolution authorizing the execution of the original contract permits the Village Manager to approve said option clauses or extensions.

2.112.15 When making purchases for goods and services, staff should consider environmentally sustainable options where practical, appropriate, and cost effective.

3. Procedure

3.1 Initiating a Purchase Using a Purchase Order: A purchase order/ shall be initiated by the purchasing coordinator at the departmental level by inputting the details of the purchase order into the computerized purchasing system. The system will alert the purchasing coordinator as to the availability of funds. All overrides must be approved by the department head and Village Treasurer before proceeding. Details of the purchase must include the vendor's name and

address, the description of the item(s) being purchased, the quantity, unit price and total price, delivery instructions, and a properly structured budget account code. Information such as the number of quotes, the amounts quoted, and those vendors who quoted must be entered in accordance with this policy. Additional information may be requested by the Village Manager.

3.2 Approval of Purchase: Once the purchase order is entered, the item is Validated and Approved by the person entering the item into the computer system. The system will route the Purchase Order to the required approval levels – i.e., Department Head, Village Manager and Village Treasurer. Once the Purchase Order is fully approved, the Village Treasurer or designee will post the Purchase Order. At this point, the Purchase Order can be printed or emailed to the vendor. The approvals, including any comments, are maintained in the system history and the face of the printer Purchase Order will have names and dates of approvals.

3.3 When the supplies and materials or services are received; and a vendor invoice is in hand, payment to the vendor can be requested. Each department will enter items in an invoice entry batch, by vendor invoice, attaching the original vendor's invoice and a signed delivery ticket, packing slip or equivalent. The Invoice entry batch, when complete will be validated and approved by the person entering into the computer system and the computer system will route the batch for approval to the Department head(s) and Village Treasurer.

3.4 Processing Payment: The Village Treasurer will ensure that the math is accurate, that the attachments are in order and that the proper signatures are in place. The Village Treasurer will approve each invoice electronically. An abstract of claims will be prepared by the Village Treasurer for each meeting of the Board of Trustees. detail of all items to be paid will be provided electronically, with supporting documentation, to a designated member of the Board of Trustees for audit prior to the Village Board Meeting. Upon approval by the Board of Trustees, such claims will be paid by the Village Treasurer.

3.5 Emergency Purchases: Pursuant to GML § 103(4), emergency purchases are exempt from the competitive bidding requirements of GML § 103(1). An emergency arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the Village's inhabitants require immediate action and cannot wait. Emergency purchases will conform to the approvals cited in § 2.4 of this policy which require the approvals as provided in § 2.4 (A) of this policy. In addition, the words "Emergency Purchase" and the reason for such must be shown on the purchase order or on an attached memorandum and approved by the Village Manager or designee. If the emergency purchase exceeds statutory bid limits of GML § 103(1), a resolution declaring the emergency and authorizing the emergency purchase must be prepared by the department for approval or ratification by the Village Board at its next regularly scheduled meeting. If the emergency purchase exceeds the statutory bid limits of GML § 103(1) and must be made prior to Village Board approval for any reason (i.e., ratified), the Village Manager is empowered to make such emergency purchase provided the Mayor gives prior authorization for such purchase.

3.53.6 A "blanket purchase order" may be issued to those merchants from whom repetitive purchases of inexpensive items are made, provided the total amount of the blanket purchase order does not exceed budget appropriations and the annual amount of dollars of purchases does not exceed the threshold for competitive bid requirements under the General Municipal Law. One purchase order is issued to cover all purchases made in a given time period. The department will maintain all receipts of purchases made under a blanket purchase order and process a claim form itemizing all purchases made during a billing period. At the end of the billing period, the department will compare the claim form and summary invoice furnished by the vendor, verify the receipt of goods or services, resolve any differences, and process the claim for payment. Department heads will be required to justify the need to use blanket purchase orders through periodic examination by the Village Manager of the department's purchasing record with a particular vendor. There may be certain payments which do not require the processing of a numbered purchase order. These include, for example, payment for utilities, petty cash items, such as subscriptions, conference registrations, and certain reimbursement expenses. In these cases, a blank claim form should be used.

3.7 ~~State, & County, School District & BOCES Contracts~~ and other applicable "piggyback" contracts: Department heads are encouraged to take advantage of New York State and ~~Westchester NYS cCounty~~ contracts, ~~and "piggybacking" contracts with the Searsdale School District and Southern Westchester BOCES~~ and any Cooperative Purchasing Agreements provided for by state statute whenever possible.

- The department head recommending the use of any "piggybacking" contract is responsible for verifying that the underlying contract was let and awarded in a manner consistent with NYS competitive bidding and is encouraged to consult the Village Attorney with any questions. Three prerequisites must be satisfied to utilize a "piggybacking" contract: (1) the underlying contract must have been let by the United State or any agency thereof, any state or any other political subdivision or district therein; (2) the underlying contract must have been expressly made available for use by other governmental entities; and (3) the underlying contract must have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103.
- Purchase orders issued ~~from through~~ OGS contracts, county contracts, Cooperative Purchasing Agreements or via "piggybacking" New York State and Westchester County contracts and contracts with the Searsdale School District and Southern Westchester BOCES or other contract which may be subsequently provided by law, must include (1) the group number and the contract number (or other identifying characteristic), (2) and expiration date of the quote and underlying contract on the face of the purchase order, and (3) a copy of the underlying contract, and (4) award documentation (e.g., underlying award resolution, bid/offer scoring sheet, etc.). The aforementioned must be kept on file, including a copy of the Village's purchase order and/or contract with the contractor/vendor, for six (6) after contract termination in accordance per LGS-1.

3.7 The latest New York State, ~~and Westchester cCounty, Searsdale School District and Southern Westchester BOCES~~ "piggyback" contract information is available on the

internet or through contacting the appropriate government agency. Each department is urged to evaluate its needs for the fiscal year so that the ~~use-cost savings~~ of New York State, ~~and Westchester NYS County~~, ~~Searsdale School District~~ and ~~Southern Westchester BOCES~~ “piggyback” contracts can be maximized.

3.8 ~~Requirements~~ Contracts: Annual contracts may be issued to vendors for supplies, equipment, and services routinely required by one or more departments. Requirement contracts shall be subject to the approval standards of § 2.4 above and the monetary thresholds of GML § 103(1). Requirement contracts shall consider the annual aggregate amount reasonably expected to spent on the same, similar or essentially interchangeable commodities, services or technology for determining compliance with § 2.4 above and GML § 103(1). Such contracts protect pricing for a specified period of time and allow departments to make confirmation purchases from the vendor. Upon awarding a requirements contract, the department(s) will be given a listing of the prices and the items that may be purchased. Such contracts should be uploaded to the Village’s procurement and purchasing system under the appropriate document location~~Vendor documents in New World.~~ The use of multi-year piggybacking or OGS contracts are encouraged for requirement contracts when the aggregate annual amount expected to be spent on the same, similar or essentially interchangeable commodities, services or technology would exceed the statutory bid thresholds set forth under GML § 103(1).

3.9 Advertising for Bids:

A. Sufficient amount of time must be provided from the advertisement date to the awarding of the contract for all competitively bid contracts. It is to the Village’s advantage to provide for a greater period of time and is preferred in situations requiring excessively detailed bid specifications. The department initiating a bid specification must verify that there are sufficient unencumbered funds to award and complete the proposed contract; obtain a contract number from the contract administrator; and develop preliminary specifications for the contract. The department may also prepare a newspaper advertisement (Advertisement of Bid) for signature by the Village Manager. The completed package, including a list of potential bidders, must be submitted to the Village Manager in advance of the proposed contract advertisement date. The department initiating the contract may contact potential bidders approximately half-way through the bidding period and complete the bidder notification form in an attempt to determine the number of bidders who are considering submitting a bid and whether additional measures might be necessary to encourage more bids. When the bids are opened, the department head should make a written recommendation concerning the awarding of the contract and deliver such recommendation to the Village Manager, with a copy to the Contract Administrator. In the event that a department head does not recommend awarding a contract to the lowest bidder, a memorandum with supporting documentation describing the reason(s) that the department head believes that a particular bidder is "not responsible," must be prepared and forwarded to the Village Manager. Examples of reasons which would cause a negative recommendation include, but are not limited to: non-compliance with the specifications; a criminal conviction or indictment of the bidder; an inadequate list of references; or, a previous history of unsatisfactory

performance. In the event that a sole bid or no bids are received, the department head may ~~contract~~contact the prospective bidders in receipt of the contract bid specifications to inquire as to the reason (s) for not submitting a bid.

B. The Contract Administrator shall issue all contract numbers. The appropriate department head shall prepare and distribute the bid documents to potential bidders. The Village Treasurer or designee shall attend the bid opening and record the bids. The department head shall prepare the resolution for the Village Board agenda and submit it to the Village Manager by noon on the Wednesday preceding the next regularly scheduled Village Board meeting; notify all bidders of contract award; prepare and handle all paper work necessary to execute the contract; return all bid deposits of the unsuccessful bidders upon execution of the contract; and, return the bid deposit of the successful bidder after the completion of all work to the satisfaction of the Village.

3.10 Maintenance Agreements: The Village has service agreements with manufacturers and authorized service centers for most of its office machines and equipment such as typewriters, copiers, computers, and dictation equipment. It is the duty of each department head to inform the Village Manager's Office of the need to procure or cancel any existing maintenance agreement for Village equipment. Each department is responsible for monitoring any required repair or service of equipment covered under a maintenance agreement.

3.11 Receiving and Inspection of Purchased Goods: When any supplies, materials or equipment items are delivered to the Village, the department placing the order is responsible for inspecting the goods and signing the delivery ticket or packing slip and initiating the payment process. Whenever possible, all items are to be inspected upon receipt in the presence of the vendor or shipper. Delivery tickets or packing slips with the signature of the person acknowledging the receipt of the goods must be attached to all invoices submitted for payment. Inspections of materials should include: verification of the correct delivery site; verification of the correct items and quantities ordered and a check for damaged or defective goods. When incomplete deliveries are received, the department should immediately call the vendor to verify whether the item(s) are on back-order or whether there has been a mistake in shipment. Department heads should not authorize payment approval for partial orders.

3.12 Professional Service Agreements: All professional service contracts are to be issued pursuant to ~~GML-§103~~this Policy and §57.~~67 and §A318-4(e)~~ of the Village Code. It may not always be in the best interests of the Village to solicit alternative proposals or quotations for certain professional services such as legal counsel, consulting services, or insurance coverages. In circumstances where the cost of professional services is estimated to exceed \$~~1030~~,000 in a fiscal year, a Request for Proposal process may be conducted which will give the Village the latitude to emphasize a firm's or individual's expertise, training and experience and not limit the determination of a contract award to costs. Pursuant to §57.6(G) of the Village Code, the Village Manager may enter into professional service agreements less than \$30,000 without Board approval, provided that appropriations have already been made for such contract and the

Village Manager shall notify the Board of all professional service contracts greater than \$1030,000 on a scheduled basis. All professional service contracts equal to or greater than \$30,000 in aggregate value shall be approved by the Board in each instance.

3.123.13 Sole Source: Competitive bidding is not required when a good or service is available from only one possible source, for which there is no equivalent. Pursuant to GML §103(5), in making a determination that particular goods or services are available from only one source, the Village department head requisitioning the procurement shall document in writing that the unique benefits of the item are in the public interest; that no other item provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item is reasonable, when compared to other products or services in the marketplace. In addition, the Village department head shall, if feasible, document, as a matter of fact, that there is no possibility of competition for the procurement. The sole source exemption to competitive bidding may not be utilized because it is anticipated that only one bid will be submitted.

3.14 When initiating purchases of up to \$5,000, an invoice” may be used to request payment. Department heads may order goods and/or services up to \$5,000 subject to §2.4 of this policy. The Departmental purchasing coordinator will enter the information (vendor #, invoice data, amount of purchase, general ledger account number, etc.) into the computerized purchasing system. The Department Heads will approve all requests for payment entered in Invoice Entry batches.

3.133.15 Pursuant to GML § 109, a clause shall be inserted in all specifications or contracts prohibiting any contractor, to whom any contract is let, granted, or awarded, from assigning, transferring, conveying, subletting or otherwise disposing of same, or of their right, title, or interest therein, or of their power to execute such contract, to any other person or corporation without the previous written consent of the Board. Any such unauthorized assignments shall be voided in accordance with GML § 109(2).



Date: Tuesday, February 24, 2026

Re: Resolution Amending Professional Service Agreement with
Lothrop Associate Architects D.C.P. - Deputy Mayor Gruenberg

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [02.24.2026 - Resolution - Authorizing an Amendment to a Professional Services Agreement with Lothrop Associates Architects DPC](#)
- [02.24.2026 - Lothrop Amendment No. 3 for Pool Complex Project Design Services](#)
- [02.24.2026 - Lothrop Associates Architects DPC - Additional Service Request](#)
- [02.18.2024 - Hill International - Pool Design Schedule](#)
- [01.14.2026 - Village of Scarsdale - Pool Complex Cost Estimate](#)

Resolution Re: Authorizing an Amendment to a Professional Services Agreement with Lothrop Associates Architects D.P.C.

WHEREAS, on August 22, 2024 the Village of Scarsdale and Lothrop Associates Architects D.P.C. (the “Firm”) entered into an Professional Services Agreement for Pool Complex Project Design Services (the “Original Agreement”) in connection with the public facility owned and operated by the Village known as the “Scarsdale Pool Complex,” located at 311 Mamaroneck Road, Scarsdale, NY, for the renovation of the Scarsdale Pool Complex (the “Project”) in which the Firm will provide professional services and construction administration services to the Village and its contractors in connection with the Project (collectively the “Services”); and

WHEREAS, the Firm’s Proposal, dated July 18, 2024, which Proposal is Exhibit “A” of the Original Agreement, provides the Firm’s Services for the Project shall be separated into five (5) distinct subphases which form the larger overall phases of the Work known as the “Preconstruction Phase” and “Construction Phase”; and

WHEREAS, Section II of the Original Agreement sets forth that the Firm will provide Services for the Preconstruction Phase of the Services which includes the four (4) of (5) subphases, in corresponding order, known as: (i) Programming and Schematic Design and (ii) Design Development, (iii) Construction Documents, and (iv) Bidding/Negotiation (Procurement and Approvals); and

WHEREAS, Section II of the Original Agreement sets forth that the Firm will provide Services for the Construction Phase of the Services which includes the final subphase known as the Construction Administration subphase; and

WHEREAS, on October 14, 2025, the Parties entered into Amendment No. 1 to the Original Agreement in consideration of additional services rendered to the Village during the Programming and Schematic Design subphase; and

WHEREAS, on September 25, 2025, the Village and the Firm executed Change Order #2 in the amount of \$4,800.00 for additional renderings during the Schematic Design subphase (referred to herein as “Amendment No. 2” for ease of reference); and

WHEREAS, pursuant to the Original Agreement, the Firm was to be paid a percentage fee (7.15%) of the preliminary construction budget of \$35,000,000; and

WHEREAS, an expanded scope of work was presented to the community prior to the conclusion of the Programming and Schematic Design subphase, which has been approved by the Village to move onto the Design Development subphase; and

WHEREAS, at the conclusion of the Programming and Schematic Design subphase, a revised construction budget based upon the expanded scope of work was prepared which estimates the revised construction budget to be \$57,817,887; and

WHEREAS, in connection with the expanded scope of work, the Firm will be required to perform additional services not contemplated by the Original Agreement; and

WHEREAS, the Original Agreement provides the Firm shall be compensated for additional services at a negotiated lump sum or hourly rate; and

WHEREAS, the Village and the Firm have negotiated a lump sum fee of 6.75%, which percentage fee is based upon the revised construction budget, for additional services to be rendered during the Remaining Subphases when the Original Agreement provides for a 7.15% fee.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of the Village of Scarsdale hereby authorize the Village Manager to execute Amendment No. 3 to the Original Agreement, subject to approval by the Village Attorney as to form and substance, in an amount not to exceed \$900,959.48, which sum is the additional fee to be paid to the Firm for additional services to be rendered for the Remaining Subphases of the Project, known as the Design Development, Construction Documents, Bidding/Negotiation, and Construction Administration subphases; and

BE IT FURTHER RESOLVED, the Village Manager, or designee, is hereby authorized to undertake all administrative actions necessary to effectuate the intent of this Resolution.

Date: February 24, 2026

AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
POOL COMPLEX PROJECT DESIGN SERVICES

This Amendment No. 3 (“Amendment No. 3”) is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between **LOTHROP ASSOCIATES ARCHITECTS D.P.C.** (“FIRM”), a domestic professional service corporation with offices at 333 Westchester Avenue, White Plains, NY 10604, and the **VILLAGE OF SCARSDALE** (the “VILLAGE”), a municipal corporation of the State of New York with offices at 1001 Post Road, Scarsdale, NY 10583 (collectively referred to herein as the “Parties” and each being a “Party”).

W I N E S S E T H:

WHEREAS, on August 22, 2024 the Parties entered into an Professional Services Agreement for Pool Complex Project Design Services (the “Original Agreement”) in connection the public facility owned and operated by the Village known as the “Scarsdale Pool Complex,” located at 311 Mamaroneck Road, Scarsdale, NY, for the renovation of the Scarsdale Pool Complex (the “Project”) in which the Firm will provide professional services and construction administration services to the Village and its contractors in connection with the Project (collectively the “Services”); and

WHEREAS, the FIRM’s Proposal, dated July 18, 2024, which Proposal is Exhibit “A” of the Original Agreement, provides the FIRM’s Services for the Project shall be separated into five (5) distinct subphases which form the larger overall phases of the Work known as the “Preconstruction Phase” and “Construction Phase”; and

WHEREAS, Section II of the Original Agreement provides the Firm will be paid an amount not to exceed \$1,676,675 for the Preconstruction Phase of the Services which includes the four (4) of (5) subphases, in corresponding order, known as: (i) Programming and Schematic Design and (ii) Design Development, (iii) Construction Documents, and (iv) Bidding/Negotiation (Procurement and Approvals); and

WHEREAS, Section II of the Original Agreement provides the Firm will be paid an amount not to exceed \$825,825 for the Construction Phase of the Services which includes the final subphase known as the Construction Administration subphase; and

WHEREAS, on October 14, 2025, in consideration of additional services rendered to the VILLAGE during the Programming and Schematic Design subphase, the Parties entered into Amendment No. 1 to the Original Agreement increased the FIRM’s total compensation for the Programming and Schematic Design subphase by \$104,177.15 from an original amount of \$250,250 to \$354,427.15 (“Amendment No. 1”) , which represents ten (10%) percent of the total fee to be paid by the VILLAGE to FIRM as set forth in the FIRM’s Proposal; and

WHEREAS, on September 25, 2025, the VILLAGE and the FIRM executed Change Order #2 in the amount of \$4,800.00 for additional renderings during the Schematic Design subphase (referred to herein as “Amendment No. 2”); and

WHEREAS, Section II of the Original Agreement provides that additional services not included in Exhibit “A” of the Original Agreement shall be paid at a negotiated lump sum or utilize the FIRM’s billing rates; and

WHEREAS, the Programming and Schematic Design subphase has concluded and the Parties desire to amend the Original Agreement to provide for an additional lump sum payment to FIRM for services to be rendered by the FIRM for the remaining subphases of the project including Design Development, Construction Documents, Bidding/Negotiation and Construction Administration subphases (the “Remaining Subphases”).

NOW, THEREFORE, in exchange for the mutual covenants and conditions set forth herein, and receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

1. **AMENDMENT NO. 3:** The amount to be paid by the VILLAGE to the FIRM for its additional services during the Remaining Subphases of the project, which includes the Design Development, Construction Documents, Bidding/Negotiation and Construction Administration subphases, shall be increased from an amount not to exceed (lump sum) \$2,611,477.15 by an additional amount of \$900,959.48 (the “Additional Fee”), for a total amount not to exceed (lump sum) Three Million Five Hundred Twelve Thousand Four Hundred Thirty-Six Dollars and Sixty-Three Cents (\$3,512,436.63) which represents a recalculation of the overall fee for the FIRM’s Services during the Remaining Subphases in accordance with the revised schematic design package from December 31, 2025, and the FIRM’s updated proposal for completion of the Remaining Subphases, entitled, “Additional Services Request (ASR) #03 – Increased Scope and Construction Budget,” dated February 23, 2026, (the “Updated Proposal”) which is annexed hereto as Exhibit “A” and made a part hereof. The Additional Fees shall be payable to FIRM according to the schedule for each subphase as outlined in the Original Agreement except where amended by the revised project schedule from Hill International dated February 18, 2026, (the “Revised Project Schedule”) which is annexed hereto as Exhibit “B” and made a part hereof. For clarity, this Additional Fee shall encompass the total compensation to be paid to FIRM for any and all additional services rendered to the VILLAGE by the FIRM for the Remaining Subphases of the Services during the term of the Original Agreement and not for any additional work during the Programming and Schematic Design subphase, which subphase has concluded. Timing for deliverables and key milestones from the FIRM for each project phase shall be revised to follow the Revised Project Schedule (i.e., Exhibit “B”). For avoidance of doubt, the grand total amount authorized hereunder is \$3,871,663.78, which sum represents the \$359,227.15 previously authorized via Amendment Nos. 1 and 2 plus \$3,512,436.63 in compensation for completion of the Remaining Subphases.

2. **NO OTHER MODIFICATIONS:** Except as expressly provided in this Amendment No. 3 (including Exhibits hereto), all terms and conditions of the Original Agreement and Amendment No. 1 & 2, and including all Exhibits thereof, shall remain unchanged and in full force and during the Term of the Original Agreement. This Amendment No. 3 (including Exhibits hereto), together with the Original Agreement and Amendment No. 1 & 2, including all Exhibits thereof, shall constitute the full agreement and understanding by and between the Parties hereto, which shall not be further modified, amended, changed, or superseded except by written instrument agreed to and signed by the duly authorized representative of each Party hereto. For

clarity, the Original Agreement, including Exhibits “A” (the FIRM’s Proposal) and “B” (Agreement Ryder) thereof, and Amendment No. 1 & 2, including all Exhibits thereof, except as expressly modified by this Amendment No.3, are hereby incorporated into this Amendment No. 3 by reference and will form a part of this Amendment No. 3 as if fully set forth herein.

3. **CONTROLLING EFFECT OF AMENDMENT:** To the extent this Amendment No. 3, including Exhibits “A” and “B” hereto, conflict with the terms and provisions of the Original Agreement between the Parties, this Amendment No. 3 shall supersede such agreement, which such conflicting terms and provisions shall be deemed terminated, and the terms and provisions of this Amendment No. 3 shall control.

4. **BINDING ON PARTIES:** Upon full execution of this Amendment No. 3 by the duly authorized representative of each Party, this Amendment No. 3 shall bind and benefit the Parties hereto for the remainder of the Agreement.

5. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one agreement. Further, this Amendment No. 3 may be signed and delivered, or a signature may be transmitted or communicated, by means of electronic transmission, including but not limited to as a Portable Document Format (PDF) copy of an original signature. In the event of counterpart and/or electronic signatures, this Amendment No. 3 will be treated for all purposes as an original agreement, and will have the same binding legal effect as if it contained a single signature page (or set of signature pages, if executed in more than one location) with “wet ink” original signatures.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their duly authorized representative as of the date first written above:

**LOTHROP ASSOCIATES
ARCHITECTS D.P.C.:**

VILLAGE OF SCARSDALE:

Signature

Signature

Name

Alexandra H. Marshall
Name

Title

Village Manager
Title

Date

Date

EXHIBIT “A”
Lothrop’s Updated Proposal
February 24, 2026

EXHIBIT “B”
Revised Project Schedule
February 16, 2026

EMAIL & FEDERAL EXPRESS (Overnight)
(amarshall@scarsdale.com)

December 8, 2025
February 5, 2026 (REVISED & REISSUED)
February 16, 2026 (REVISED & REISSUED)
February 23, 2026 (REVISED & REISSUED)
February 24, 2026 (REVISED & REISSUED)

Alexandra Marshall
Village Manager
Village of Scarsdale
1001 Post Road
Scarsdale, New York 10583

**Re: Village of Scarsdale
Pool Complex Facility Reconstruction
311 Mamaroneck Road
Scarsdale, New York 10583
LAA # 2469-01**

REF: Additional Services Request (ASR) #03R V4 – Increased Scope & Construction Budget

Ms. Marshall;

In response to your request, Lothrop Associates Architects D.P.C. is pleased to submit for your review and approval this **Additional Services Request (ASR) #03R V4** for the increased scope and construction budget for the above-referenced project. As you are aware our firm's original executed Professional Services Agreement stipulates a fee of \$2,502,500.00 based on a construction budget of \$35,000,000.00. Professional Services Agreement / Amendment #1 dated October 14, 2025, stipulated an additional fee of \$104,177.15 for the enhanced Schematic Design Submission based on the expanded scope of work and construction budget. Our firm's current adjusted fee for this project is \$2,611,477.15 (based on the original construction budget of \$35,000,000.00) and includes the contract increase from Amendment No. 1 (\$104,177.15) and \$4,800.00 fee for additional renderings (Amendment #2).

On September 9, 2025 our firm issued **Schematic Design Submission** dated September 5, 2025 which included the following drawings

A000 COVER SHEET
A001 LEGENDS AND DATA
A002 LEGENDS AND DATA
A003 LEGENDS AND DATA
A005 AERIAL IMAGE (EXISTING)
A005.1 AERIAL IMAGE OVERLAY
A005.2 SUGGESTED BORING PLAN
A005.3(PH) AERIAL IMAGE OVERLAY

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A006.1 ARCHITECTURAL PRESENTATION SITE PLAN
A007.1 ARCHITECTURAL SITE PLAN
A007.2(SF) AREAS DIAGRAM AND FIXTURE CALCULATIONS
A007.3 ZONING DIAGRAM
A008.1 FLOOR 01 OCCUPANT LOAD DIAGRAM AND CALCULATIONS
A008.2 FLOOR 02 OCCUPANT LOAD DIAGRAM AND CALCULATIONS
A010(A) BATHHOUSE BASEMENT CONSTRUCTION PLAN
A110(A) BATHHOUSE FLOOR 01 CONSTRUCTION PLAN
A120(A) BATHHOUSE FLOOR 01 REFLECTED CEILING PLAN
A130(A) BATHHOUSE FLOOR 01 POWER AND TELEPHONE LOCATION PLAN
A140(A) BATHHOUSE FLOOR 01 FINISHES PLAN
A150(A) BATHHOUSE FLOOR 01 FURNITURE AND EQUIPMENT PLAN
A210(A) BATHHOUSE FLOOR 02 CONSTRUCTION PLAN
A220(A) BATHHOUSE FLOOR 02 REFLECTED CEILING PLAN
A230(A) BATHHOUSE FLOOR 02 POWER AND TELEPHONE LOCATION PLAN
A240(A) BATHHOUSE FLOOR 02 FINISHES PLAN
A250(A) BATHHOUSE FLOOR 02 FURNITURE AND EQUIPMENT PLAN
A310(A) BATHHOUSE ROOF CONSTRUCTION PLAN
A010(B) NATATORIUM BASEMENT CONSTRUCTION PLAN
A110(B) BATHHOUSE FLOOR 01 CONSTRUCTION PLAN
A120(B) BATHHOUSE FLOOR 01 REFLECTED CEILING PLAN
A130(B) BATHHOUSE FLOOR 01 POWER AND TELEPHONE LOCATION PLAN
A140(B) BATHHOUSE FLOOR 01 FINISHES PLAN
A150(B) BATHHOUSE FLOOR 01 FURNITURE AND EQUIPMENT PLAN
A210(B) NATATORIUM ROOF CONSTRUCTION PLAN
A100(C) GROUP C ENTRY PAVILION PLANS AND DETAILS
A101(C) GROUP C ENTRY PAVILION PLANS AND DETAILS
A102(C) GROUP C ENTRY PAVILION PLANS AND DETAILS
A103(C) GROUP C ENTRY PAVILION PLANS AND DETAILS
A160(D) GROUP D CONCESSIONS PLANS
A165(D) GROUP D CONCESSIONS PLANS
A170(E) GROUP E SEASONAL BATHHOUSE PLANS AND DETAILS
A171(E) GROUP E SEASONAL BATHHOUSE PLANS AND DETAILS
A179(E) GROUP E SEASONAL BATHHOUSE PLANS AND DETAILS
A400 ELEVATIONS AND SECTIONS
A401 ELEVATIONS AND SECTIONS
A410 ELEVATIONS AND SECTIONS
A420 ELEVATIONS AND SECTIONS

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A430 ELEVATIONS AND SECTIONS
A440 ELEVATIONS AND SECTIONS
A460 WALL SECTIONS
A461 WALL SECTIONS
A462 WALL SECTIONS
A463 WALL SECTIONS
A464 WALL SECTIONS
A465 WALL SECTIONS
A500 NATATORIUM STEEL DATUM POINTS
A501.0 ELEVATIONS AND SECTIONS
A501 ELEVATIONS AND SECTIONS
A900 ARCHITECTURAL SITE PLAN (WITH EXISTING UTILITY OVERLAY)
PL000 POOL COVER SHEET
PL001 POOL NOTES AND DATA
PL002 POOL FILTER DATA & EQUIPMENT SCHEDULES
PL100 COMPETITION POOL (NATATORIUM)
PL110 COMPETITION POOL PIPING PLAN (NATATORIUM)
PL220 COMPETITION POOL SECTIONS (NATATORIUM)
PL221 COMPETITION POOL SECTIONS (NATATORIUM)
PL200 LEISURE POOL (OUTDOOR)
PL210 LEISURE POOL PIPING PLAN (OUTDOOR)
PL220 LEISURE POOL SECTIONS (OUTDOOR)
PL230 LEISURE POOL FINISH PLAN (OUTDOOR)
PL300 CHILDREN AREA POOLS (OUTDOOR)
PL310 CHILDREN AREA POOLS PIPING PLANS (OUTDOOR)
PL320 CHILDREN AREA SPRAY PAD AND SCHEDULES (OUTDOOR)
PL330 CHILDREN AREA FINISH PLAN (OUTDOOR)
PL400 POOL DETAILS
PL401 POOL DETAILS
PL500 POOL AND SPRAY PAD EQUIPMENT PLAN
C101 HARDSCAPE PLAN
C102 STORMWATER PLAN
C103 UTILITY PLAN
STRUCTURAL BATHHOUSE FOUNDATION PLAN
STRUCTURAL BATHHOUSE FLOOR 01 FRAMING PLAN
STRUCTURAL BATHHOUSE FLOOR 02 FRAMING PLAN
STRUCTURAL BATHHOUSE ROOF FRAMING PLAN
STRUCTURAL NATATORIUM FOUNDATION PLAN

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STRUCTURAL NATATORIUM ROOF FRAMING PLAN
STRUCTURAL NATATORIUM ROOF DRAINAGE PLAN
STRUCTURAL GROUP D CONCESSIONS FOUNDATION AND ROOF FRAMING PLANS
STRUCTURAL GROUP E SEASONAL BATHHOUSE FOUNDATION AND ROOF FRAMING PLANS
STRUCTURAL WALL SECTIONS
STRUCTURAL WALL SECTIONS
STRUCTURAL WALL SECTIONS
STRUCTURAL POOL DETAILS
M0.01 MECHANICAL SYMBOLS, ABBREVIATIONS & NOTES
M2.00 MECHANICAL BASEMENT NEW WORK PART PLAN
M2.01 MECHANICAL FLOOR 01 NEW WORK PART PLAN
M2.02 MECHANICAL FLOOR 02 NEW WORK PART PLAN
M2.03 MECHANICAL ROOF NEW WORK PART PLAN
M2.04 MECHANICAL NATATORIUM NEW WORK PLAN
M2.05 MECHANICAL NATATORIUM ROOF NEW WORK PLAN
M2.06 MECHANICAL GROUP D CONCESSIONS AND GROUP E SEASONAL BATHHOUSE NEW WORK PLAN
M7.01 MECHANICAL DETAILS
P0.01 PLUMBING SYMBOLS, ABBREVIATIONS, & NOTES
P2.00 PLUMBING BASEMENT NEW WORK PART PLAN
P2.01 PLUMBING FLOOR 01 NEW WORK PART PLAN
P2.02 PLUMBING FLOOR 02 NEW WORK PART PLAN
P2.03 PLUMBING ROOF NEW WORK PART PLAN
P2.04 PLUMBING NATATORIUM NEW WORK PLAN
P2.05 PLUMBING NATATORIUM ROOF NEW WORK PLAN
P2.06 PLUMBING GROUP D CONCESSIONS AND GROUP E SEASONAL BATHHOUSE NEW WORK PLANS
P7.01 PLUMBING DETAILS
E0.01 ELECTRICAL SYMBOLS, ABBREVIATIONS, & NOTES
E0.10 ELECTRICAL SITE PLAN
E3.00 ELECTRICAL BASEMENT POWER PLAN
E3.01 ELECTRICAL FLOOR 01 PARTIAL POWER PLAN
E3.02 ELECTRICAL GROUP E SEASONAL BATHHOUSE POWER PLAN
E3.03 ELECTRICAL FLOOR 02 PARTIAL POWER PLAN
E3.04 ELECTRICAL ROOF POWER PLAN
E3.05 ELECTRICAL FLOOR 01 NATATORIUM POWER PLAN
E3.06 ELECTRICAL ROOF NATATORIUM POWER PLAN
E5.01 ELECTRICAL ONE-LINE DIAGRAM
E5.02 FIRE ALARM AND SPRINKLER CONTROL RISER DIAGRAMS
E7.01 ELECTRICAL DETAILS

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E7.02 ELECTRICAL DETAILS CONTINUED
E7.03 ELECTRICAL WIRING DIAGRAM AND MV TESTING
SP0.01 SPRINKLER SYMBOLS, ABBREVIATIONS, & NOTES
SP2.00 SPRINKLER BASEMENT NEW WORK PART PLAN
SP2.01 SPRINKLER FLOOR 01 NEW WORK PART PLAN
SP2.02 SPRINKLER FLOOR 02 NEW WORK PART PLAN
SP2.03 SPRINKLER ROOF NEW WORK PART PLAN
SP2.04 SPRINKLER ROOF NATATORIUM NEW WORK PLAN
SP2.05 SPRINKLER GROUP D CONCESSIONS & GROUP E SEASONAL BATHHOUSE NEW WORK PLANS
E7.01 SPRINKLER DETAILS

Based on our firm's Schematic Design Submission Hill International, Inc. has issued a "100% Schematic Design Estimate" dated September 29, 2025, which estimates the TOTAL cost of this project to be \$70,409,281.15 which includes the alternate for the parking lot (\$705,890.21). Since the submission of this Schematic Design Submission, the Village of Scarsdale requested that community feedback received during the presentation of the Schematic Design Submission be incorporated, resulting in Schematic Design Submission UPDATES dated December 31, 2025. This Schematic Design Submission UPDATES incorporated seasonal diving pool, separate leisure pool with the natatorium, a new seasonal Pool Filtration Building and layout changes to the natatorium / bathhouse building including the enclosure of the second-floor terrace area to provide expanded meeting space. These Schematic Design UPDATES included the following drawings:

A007.1 Architectural Site Plan
A010A Bath House – Basement construction Plan
A110A Bath House Floor 1 Construction plan
A250A bath House Floor 2 Furniture and Equipment Plan
Site Cross Sections / Elevations

The Schematic Design Submission, dated September 9, 2025 and the Schematic Design UPDATES dated December 31, 2025, were approved by the Village of Scarsdale on January 7, 2026, and is the design that will move into the next phase of the project.

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Therefore, for calculating this **Additional Services Request (ASR) #03R V4**, per the Hill International project estimate of \$80,231,148.00 dated January 14, 2026, we have assumed a construction budget of \$57,817,887.00 (which excludes Construction Manager Fee, Mobilization / Demobilization, Builders Risk Insurance, Payment / Performance Bonds, Pollution Liability Insurance, Permitting & Regulatory Fees, Utility Company Fee / Services, Design Contingency and Construction Contingency).

Exhibit A, dated June 18, 2024, to the executed Professional Services Agreement, dated August 22, 2024, stipulates that our Firm's fee is based on 7.15 % of the construction budget (\$35,000,000.00). On October 14, 2025, the Village of Scarsdale and Lothrop Associates Architects D.P.C. entered into Contract Amendment No. 1 which provided Lothrop Associates Architects D.P.C. with an additional \$104,177.15 in compensation for all additional services rendered during the Programming / Schematic Design subphase, for a total subphase amount of \$354,427.15.

In response to the Villages request, Lothrop Associates Architects D.P.C. is pleased to offer a REVISED Fee Proposal for the Architectural and Engineering Services associated with the expanded scope and increased construction budget. This **REVISED Additional Services Request (ASR) #3R V4** will include the following phases of the project based on the originally agreed upon distribution:

- Design Development (15%)
- Construction Documents (40%)
- Bidding & Award (2%)
- Construction Administration (33%)

Lothrop Associates Architects D.P.C. is proposing a TOTAL REVISED Fee for the remaining subphases of Three Million Five Hundred Twelve Thousand Four Hundred Thirty-Six Dollars and Sixty Three Cents (\$3,512,436.63) [calculated as: 6.75% (fee for remaining subphases) X \$57,817,887.00 (construction budget at Schematic Design) = \$3,902,707.37, which amount is then multiplied by 0.90 (90%) (which percentage accounts for the compensation percentages for the remaining four (4) subphases per the Original Agreement) to equal \$3,512,436.63 for the remaining four (4) subphases].

Accordingly, the additional compensation being requested in this **Additional Services Request (ASR) #03R V4** is Nine Hundred Thousand and Nine Hundred Fifty-Nine Dollars and Forty-Eight Cents (\$900,959.48) [calculated as: \$3,512,436.63 minus total prior authorization of \$2,611,477.15].

This REVISED Fee shall be broken down and follows:

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SECTION A – Previously Authorized Amounts

Original Agreement Amount	\$2,502,500.00
Amendment No. 1 (Programming & Schematic Design Enhancements)	\$ 104,177.15
Additional Renderings (During Programming & Schematic Subphase)	\$ 4,800.00
SUB-TOTAL SECTION A (of Prior Authorizations)	\$2,611,477.15

SECTION B – Programming & Schematic Design Subphase (Completed)

Original Fee (10% of Original Base Fee)	\$250,250.00
Amendment #1	\$104,177.15
Additional Renderings (Amendment #2)	\$ 4,800.00
SUB-TOTAL Section B (Programming & Schematic Design Subphase)	\$359,227.15

SECTION C – Remaining Phases Based on 6.75% of \$57,817,877.00 (Construction Budget at SD)

Base Fee for Remaining Subphases (DD / CD / BID / CA) \$3,512,436.63

<u>Phase</u>	<u>Adjusted Fee</u>
Design Development (15%)	\$ 585,406.11
Construction Documents (40%)	\$1,561,082.95
Bidding & Negotiation (2%)	\$ 78,054.15
Construction Administration (33%)	\$1,287,893.43
SUB-TOTAL	\$3,512,436.63

SECTION D – Amendment No.3 Contract Increase

Remaining Phases (DD/CD/BID/CA) Base Fee (Section C)	\$3,512,436.63
Minus: Total Prior Authorization (Section A)	\$2,611,477.15
SUB-TOTAL Section D (Amendment No. 3 Contract Increase)	\$ 900,959.48

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SECTION E – Grand Total Contract Amount

Remaining Four (4) Subphases @6.75% of SD Construction Budget (Amendment No.3)	\$3,512,436.63
Plus: Programming & Schematic Design (Section B)	<u>\$ 359,227.15</u>
GRAND TOTAL AUTHORIZED (Amendment No.1 & 3 + Additional Renderings)	\$3,871,663.78

This REVISED Fee is based on the following conditions / assumptions:

- 1) If at the conclusion of the Construction Document Phase, the final “reconciled” construction estimate exceeds the currently established SD construction budget of \$57,817,887.00 (excluding Construction Manager Fee, Mobilization / Demobilization, Builders Risk Insurance, Payment / Performance Bonds, Pollution Liability Insurance, Utility Company Fee / Services, Permitting & Regulatory Fees, Design Contingency and Construction Contingency) the Architectural and Engineering Services fee for the Design Development / Construction Document / Bidding / Construction Administration subphases will be adjusted as follows:
\$58,000,001 - \$61,000,000 Fee shall be 6.65%
\$61,000,001 - \$64,000,000 Fee shall be 6.55%
\$64,000,001 - \$67,000,000 Fee shall be 6.45%
\$67,000,001 - \$70,000,000 Fee shall be 6.35%
Over \$70,000,000 Fee shall be 6.25%
- 2) Our firm’s Adjusted Grand Total Fee (Section E) of Three Million Eight Hundred Seventy-One Thousand Six Hundred Sixty-Two Dollars and Seventeen Cents (\$3,871,663.78) reflects the fee to be paid to Lothrop Associates Architects D.P.C for the Architectural and Engineering Services associated with all phases of the project (based on the SD Construction Budget of \$57,817,887.00), provided, however, that in the event of termination for convenience, the Village shall pay our firm for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to the termination to the lump sum fee for such phase. However, in no event shall the Village be obligated to pay more than the aggregate contract amount, as amended, considering previously paid amounts.
- 3) This **Additional Services Request (ASR) #03 V4** reflects an accelerated design effort in order to have Construction Documents ready for bid by December 31, 2026.
- 4) This **Additional Services Request ASR #03 V4** assumes no early bid packages.
- 5) This **Additional Services Request (ASR) #03 V4** assumes that the construction delivery method will be “Project Labor Agreement” (PLA).

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- 6) This **Additional Services Request (ASR) #03R V4** is based on a construction period of twenty (20) months (March 2027 – December 2028) per the UPDATED Scarsdale Design Schedule prepared by Hill International dated February 18, 2026.

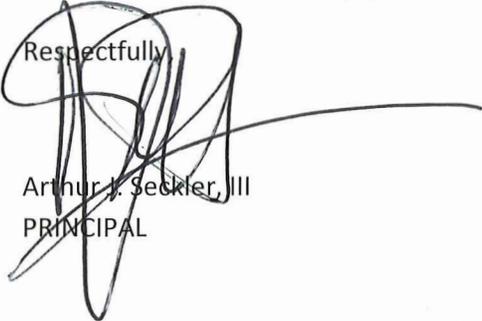
Per the Village's request, the revised timeline for deliverables and key milestone for all phases of this project will be provided in accordance with the UPDATED Scarsdale Design Schedule prepared by Hill international dated February 18, 2026. Any potential delays to the schedule must be communicated immediately (within five (5) business days) to the Village with an updated time frame for the relevant task / milestone that is expected to be delayed.

If you find this **Additional Services Request (ASR) #03R V4** acceptable, please sign and return the attached duplicate copy to acknowledge your acceptance. It is expressly understood by the parties that this **Additional Services Request (ASR) #03R V4** shall become a part of Amendment #3 to the Professional Services Agreement by and between the Village of Scarsdale and Lothrop Associates Architects D.P.C., and to the extent any terms, sections, covenants, provisions, or conditions herein conflict with any terms, sections, covenants, provisions, or conditions with said Amendment #3 then Amendment #3 shall control.

For the record this **REVISED & REISSUED Additional Services Request (ASR) #03R V4** dated February 24, 2026 shall supersede / replace the previously submitted **REVISED & REISSUED Additional Services Request (ASR) #03R V3 dated February 23, 2026**, **REVISED & REISSUED Additional Services Request (ASR) #03R V2** dated February 16, 2026, **REVISED & REISSUED Additional Services Request (ASR) #03R** dated February 5, 2026 and **Additional Services Request (ASR) #03** dated December 8, 2025

Call or email if you have any questions.

Respectfully,


Arthur J. Seckler, III
PRINCIPAL

ACCEPTED BY: _____

DATE: _____

Scarsdale Design Schedule		Scarsdale Design				18-Feb-26 13:26											
Activity ID	Activity Name	Remaining Duration	Activity % Complete	Start	Finish	2026 2027 2028 2029 2030 2031											
Scarsdale Design Schedule		883		01-Oct-24 A	14-Jun-29												
Scenario 1 Single Phase - Start SEP 2027 / Open JUN 2029		757		01-Oct-24 A	20-Dec-28												
Design		352		01-Oct-24 A	31-May-27												
A1-1000	Schematic Design	0	100%	01-Oct-24 A	07-Jan-26 A	■ Schematic Design											
A1-1010	Schematic Design Approval	0	100%		07-Jan-26 A	◆ Schematic Design Approval,											
A1-1020	Design Development	80	0%	08-Jan-26 A	04-May-26	■ Design Development											
A1-1040	DD Review & Approval	16	0%	05-May-26	27-May-26	■ DD Review & Approval											
A1-1110	50% Construction Documents	75	0%	05-May-26	19-Aug-26	■ 50% Construction Documents											
A1-1120	50% Construction Documents / Estimate Review & Approval	15	0%	20-Aug-26	10-Sep-26	■ 50% Construction Documents / Estimate Review & Approval											
A1-1100	50% CD Presentation to Scarsdale	0	0%		10-Sep-26	◆ 50% CD Presentation to Scarsdale,											
A1-1130	100% Construction Documents	77	0%	11-Sep-26	31-Dec-26	■ 100% Construction Documents											
A1-1140	100% Construction Documents Review & Approval	15	0%	04-Jan-27	22-Jan-27	■ 100% Construction Documents Review & Approval											
A1-1240	Issue Conformance Set (IFC)	10	0%	17-May-27	31-May-27	■ Issue Conformance Set (IFC)											
Regulatory / Permits		262		05-May-26	14-May-27												
A1120	Early Introduction to DOH	15	0%	05-May-26	26-May-26	■ Early Introduction to DOH											
A1000	DOH - Initial Review & Comments to Architect	45	0%	04-Jan-27	05-Mar-27	■ DOH - Initial Review & Comments to Architect											
A1010	DOH - AE Response Back / Resubmittal	10	0%	08-Mar-27	19-Mar-27	■ DOH - AE Response Back / Resubmittal											
A1020	DOH Final Approval	40	0%	22-Mar-27	14-May-27	■ DOH Final Approval											
Procurement		89		01-Feb-27	04-Jun-27												
A1030	Bid Phase	35	0%	01-Feb-27	19-Mar-27	■ Bid Phase											
A1040	Construction Award	15	0%	22-Mar-27	09-Apr-27	■ Construction Award											
A1050	Trade / Utility Permits	39	0%	12-Apr-27	04-Jun-27	■ Trade / Utility Permits											
Construction Early Work		262		26-Apr-27	28-Apr-28												
A1060	Demolition & Abatement	65	0%	26-Apr-27	27-Jul-27	■ Demolition & Abatement											
A1070	Civil Sitework	195	0%	25-May-27	23-Feb-28	■ Civil Sitework											

- Remaining Level of Effort ◆ ◆ Milestone
- BL TARGET BAR
- Actual Work
- Remaining Work
- Critical Remaining Work

Scarsdale Design Schedule
Scarsdale Project Approach Options
January 16, 2026



Scarsdale Design Schedule		Scarsdale Design				18-Feb-26 13:26											
Activity ID	Activity Name	Remaining Duration	Activity % Complete	Start	Finish	2026		2027		2028		2029		2030		2031	
A1080	Parking Lot	120	0%	15-Nov-27	28-Apr-28												
Construction Phase 1 (Outdoor)		205		28-Jul-27	10-May-28												
A1-1080	Seasonal Pool Mechanical Building	174	0%	28-Jul-27	28-Mar-28												
A1-1190	Seasonal Bathhouse	205	0%	28-Jul-27	10-May-28												
A1-1180	Outdoor Liesure Pool	175	0%	09-Sep-27	10-May-28												
A1-1150	Wading Pool	132	0%	27-Sep-27	28-Mar-28												
A1-1160	Spray Pad	132	0%	27-Sep-27	28-Mar-28												
A1-1170	Childrens Training Pool	153	0%	27-Sep-27	26-Apr-28												
A1-1200	Concession Stand	150	0%	12-Oct-27	08-May-28												
Construction Phase 2 (Indoor)		325		28-Jul-27	25-Oct-28												
A1-1210	Natatorium	325	0%	28-Jul-27	25-Oct-28												
A1-1220	Competition Pool	218	0%	15-Nov-27	13-Sep-28												
Commissioning / Closeout		160		11-May-28	20-Dec-28												
A1090	Testing & Commissioning - Phase 1	20	0%	11-May-28*	07-Jun-28												
A1-1090	Substantial Completion - Phase 1	0	0%		14-Jun-28												
A1100	Testing & Commissioning - Phase 2	20	0%	26-Oct-28	22-Nov-28												
A1110	Substantial Completion - Phase 2	0	0%		22-Nov-28												
A1-1230	Final Completion	0	0%		20-Dec-28												
Scenario 2 - Early Demo SEP 2026 / Phase 1 Open JUN 2028 / Phase 2 FALL 2028		760		01-Oct-24 A	25-Dec-28												
Scenario 3 - Accelerated Program - Start MAR 2027 / FALL 2028 Open		883		01-Oct-24 A	14-Jun-29												

- Remaining Level of Effort
- BL TARGET BAR
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

Scarsdale Design Schedule
Scarsdale Project Approach Options
 January 16, 2026



Scarsdale Aquatic Facility & Reconstruction
Scarsdale Municipal Pool Complex
Scarsdale, NY



Estimate: 100% Schematic Design ROM Phase Request
Date: 1/14/2026

9/29/25 Estimate

CSI Divisions		Demolition	Exterior Improvements	Year Round Bathhouse	Seasonal Bathhouse	Natorium	Concession Stands				Competition Pool	Leisure Pool	Children's Pool	Wading Pool	Spray Pad	Total	Cost/SF	ALT #1: Parking Lot	Total + ALT 1
	Trade Costs	\$ 1,982,080	\$ 6,299,859	\$ 18,742,550	\$ 3,384,990	\$ 11,565,844	\$ 1,348,670	\$ -	\$ -	\$ -	\$ 1,448,636	\$ 1,787,402	\$ 772,276	\$ 619,300	\$ 202,894	\$ 48,154,503	\$ 911	\$ 422,825	\$ 48,577,327
General Requirements / Conditions	5%	\$ 99,104	\$ 314,993	\$ 937,128	\$ 169,249	\$ 578,292	\$ 67,434	\$ -	\$ -	\$ -	\$ 72,432	\$ 89,370	\$ 38,614	\$ 30,965	\$ 10,145	\$ 2,407,725	\$ 46	\$ 21,141	\$ 2,428,866
	Subtotal	\$ 2,081,184	\$ 6,614,852	\$ 19,679,678	\$ 3,554,239	\$ 12,144,137	\$ 1,416,104	\$ -	\$ -	\$ -	\$ 1,521,067	\$ 1,876,772	\$ 810,890	\$ 650,265	\$ 213,039	\$ 50,562,228	\$ 957	\$ 443,966	\$ 51,006,194
Permitting & Regulatory Fees	1%	\$ 20,812	\$ 66,149	\$ 196,797	\$ 35,542	\$ 121,441	\$ 14,161	\$ -	\$ -	\$ -	\$ 15,211	\$ 18,768	\$ 8,109	\$ 6,503	\$ 2,130	\$ 505,622	\$ 10	\$ 4,440	\$ 510,062
Escalation Midpoint of Construction	6.1%	\$ 128,222	\$ 407,541	\$ 1,212,465	\$ 218,977	\$ 748,200	\$ 87,246	\$ -	\$ -	\$ -	\$ 93,713	\$ 115,628	\$ 49,959	\$ 40,063	\$ 13,125	\$ 3,115,139	\$ 59	\$ 27,353	\$ 3,142,492
Design Contingency	10%	\$ 223,022	\$ 708,854	\$ 2,108,894	\$ 380,876	\$ 1,301,378	\$ 151,751	\$ -	\$ -	\$ -	\$ 162,999	\$ 201,117	\$ 86,896	\$ 69,683	\$ 22,829	\$ 5,418,299	\$ 103	\$ 47,576	\$ 5,465,875
Construction Contingency	10%	\$ 245,324	\$ 779,740	\$ 2,319,783	\$ 418,963	\$ 1,431,516	\$ 166,926	\$ -	\$ -	\$ -	\$ 179,299	\$ 221,228	\$ 95,585	\$ 76,651	\$ 25,112	\$ 5,960,129	\$ 113	\$ 52,333	\$ 6,012,462
	Subtotal	\$ 2,698,563	\$ 8,577,135	\$ 25,517,617	\$ 4,608,598	\$ 15,746,672	\$ 1,836,189	\$ -	\$ -	\$ -	\$ 1,972,289	\$ 2,433,513	\$ 1,051,439	\$ 843,165	\$ 276,237	\$ 65,561,417	\$ 1,241	\$ 575,668	\$ 66,137,084
Construction Manager Fee	2%	\$ 53,971	\$ 171,543	\$ 510,352	\$ 92,172	\$ 314,933	\$ 36,724	\$ -	\$ -	\$ -	\$ 39,446	\$ 48,670	\$ 21,029	\$ 16,863	\$ 5,525	\$ 1,311,228	\$ 25	\$ 11,513	\$ 1,322,742
Mobilization/Demobilization	1%	\$ 26,986	\$ 85,771	\$ 255,176	\$ 46,086	\$ 157,467	\$ 18,362	\$ -	\$ -	\$ -	\$ 19,723	\$ 24,335	\$ 10,514	\$ 8,432	\$ 2,762	\$ 655,614	\$ 12	\$ 5,757	\$ 661,371
Builders Risk Insurance	0.5%	\$ 13,493	\$ 42,886	\$ 127,588	\$ 23,043	\$ 78,733	\$ 9,181	\$ -	\$ -	\$ -	\$ 9,861	\$ 12,168	\$ 5,257	\$ 4,216	\$ 1,381	\$ 327,807	\$ 6	\$ 2,878	\$ 330,685
Performance & Payment Bonds	1.5%	\$ 40,478	\$ 128,657	\$ 382,764	\$ 69,129	\$ 236,200	\$ 27,543	\$ -	\$ -	\$ -	\$ 29,584	\$ 36,503	\$ 15,772	\$ 12,647	\$ 4,144	\$ 983,421	\$ 19	\$ 8,635	\$ 992,056
Pollution Liability Insurance	0.25%	\$ 6,746	\$ 21,443	\$ 63,794	\$ 11,521	\$ 39,367	\$ 4,590	\$ -	\$ -	\$ -	\$ 4,931	\$ 6,084	\$ 2,629	\$ 2,108	\$ 691	\$ 163,904	\$ 3	\$ 1,439	\$ 165,343
	Subtotal	\$ 2,840,238	\$ 9,027,435	\$ 26,857,291	\$ 4,850,549	\$ 16,573,372	\$ 1,932,588	\$ -	\$ -	\$ -	\$ 2,075,834	\$ 2,561,273	\$ 1,106,640	\$ 887,431	\$ 290,739	\$ 69,003,391	\$ 1,306	\$ 605,890	\$ 69,609,281
Utility Company Fees/ Services	Allow	\$ 100,000	\$ 250,000	\$ 100,000	\$ 75,000	\$ 100,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ 13	\$ 100,000	\$ 800,000
	Subtotal	\$ 2,940,238	\$ 9,277,435	\$ 26,957,291	\$ 4,925,549	\$ 16,673,372	\$ 2,007,588	\$ -	\$ -	\$ -	\$ 2,075,834	\$ 2,561,273	\$ 1,106,640	\$ 887,431	\$ 290,739	\$ 69,703,391	\$ 1,319	\$ 705,890	\$ 70,409,281
	Grand Total	\$ 2,940,238	\$ 9,277,435	\$ 26,957,291	\$ 4,925,549	\$ 16,673,372	\$ 2,007,588	\$ -	\$ -	\$ -	\$ 2,075,834	\$ 2,561,273	\$ 1,106,640	\$ 887,431	\$ 290,739	\$ 69,703,391	\$ 1,319	\$ 705,890	\$ 70,409,281

CSI Divisions		Demolition	Exterior Improvements	Year Round Bathhouse	Seasonal Bathhouse	Natorium	Concession Stands	New Mech. Bldg	New Utility Bldg	New Outdoor Pool	Competition Pool	Leisure Pool	Children's Pool	Wading Pool	Spray Pad	Total	Cost/SF	ALT #1: Parking Lot	Total + ALT 1
Phase 1		\$ 1,322,047	\$ 4,202,006	\$ -	\$ 3,384,990	\$ -	\$ 1,348,670	\$ 1,200,000	\$ 210,000	\$ -	\$ -	\$ 1,787,402	\$ 772,276	\$ 619,300	\$ 202,894	\$ 15,049,587			
General Requirements / Conditions	10%	\$ 132,205	\$ 420,201	\$ -	\$ 338,499	\$ -	\$ 134,867	\$ 120,000	\$ 21,000	\$ -	\$ -	\$ 178,740	\$ 77,228	\$ 61,930	\$ 20,289	\$ 1,504,959	\$ 28	\$ -	\$ -
	Subtotal	\$ 1,454,252	\$ 4,622,207	\$ -	\$ 3,723,489	\$ -	\$ 1,483,537	\$ 1,320,000	\$ 231,000	\$ -	\$ -	\$ 1,966,142	\$ 849,504	\$ 681,230	\$ 223,184	\$ 16,554,545	\$ 313	\$ -	\$ -
Permitting & Regulatory Fees	1%	\$ 14,543	\$ 46,222	\$ -	\$ 37,235	\$ -	\$ 14,835	\$ 13,200	\$ 2,310	\$ -	\$ -	\$ 19,661	\$ 8,495	\$ 6,812	\$ 2,232	\$ 165,545	\$ 3	\$ -	\$ -
Escalation Midpoint of Construction	6.1%	\$ 89,596	\$ 284,774	\$ -	\$ 229,404	\$ -	\$ 91,401	\$ 81,325	\$ 14,232	\$ -	\$ -	\$ 121,134	\$ 52,338	\$ 41,971	\$ 13,750	\$ 1,019,926	\$ 19	\$ -	\$ -
Design Contingency	15%	\$ 233,759	\$ 742,980	\$ -	\$ 598,519	\$ -	\$ 238,466	\$ 212,179	\$ 37,131	\$ -	\$ -	\$ 316,041	\$ 136,551	\$ 109,502	\$ 35,875	\$ 2,661,002	\$ 50	\$ -	\$ -
Construction Contingency	10%	\$ 179,215	\$ 569,618	\$ -	\$ 458,865	\$ -	\$ 182,824	\$ 162,670	\$ 28,467	\$ -	\$ -	\$ 242,298	\$ 104,689	\$ 83,951	\$ 27,504	\$ 2,040,102	\$ 39	\$ -	\$ -
	Subtotal	\$ 1,971,365	\$ 6,265,802	\$ -	\$ 5,047,512	\$ -	\$ 2,011,064	\$ 1,789,374	\$ 313,141	\$ -	\$ -	\$ 2,665,276	\$ 1,151,576	\$ 923,466	\$ 302,545	\$ 22,441,121	\$ 425	\$ -	\$ -
Construction Manager Fee	4%	\$ 78,855	\$ 250,632	\$ -	\$ 201,900	\$ -	\$ 80,443	\$ 71,575	\$ 12,526	\$ -	\$ -	\$ 106,611	\$ 46,063	\$ 36,939	\$ 12,102	\$ 897,645	\$ 17	\$ -	\$ -
Mobilization/Demobilization	1%	\$ 19,714	\$ 62,658	\$ -	\$ 50,475	\$ -	\$ 20,111	\$ 17,894	\$ 3,131	\$ -	\$ -	\$ 26,653	\$ 11,516	\$ 9,235	\$ 3,025	\$ 224,411	\$ 4	\$ -	\$ -
Builders Risk Insurance	0.5%	\$ 9,857	\$ 31,329	\$ -	\$ 25,238	\$ -	\$ 9,947	\$ 10,055	\$ 1,566	\$ -	\$ -	\$ 13,326	\$ 5,758	\$ 4,617	\$ 1,513	\$ 112,206	\$ 2	\$ -	\$ -
Performance & Payment Bonds	1.5%	\$ 29,570	\$ 93,987	\$ -	\$ 75,713	\$ -	\$ 30,166	\$ 26,841	\$ 4,697	\$ -	\$ -	\$ 39,979	\$ 17,274	\$ 13,852	\$ 4,538	\$ 336,617	\$ 6	\$ -	\$ -
Pollution Liability Insurance	0.25%	\$ 4,928	\$ 15,665	\$ -	\$ 12,619	\$ -	\$ 5,028	\$ 4,473	\$ 783	\$ -	\$ -	\$ 6,663	\$ 2,879	\$ 2,309	\$ 756	\$ 56,103	\$ 1	\$ -	\$ -
	Subtotal	\$ 2,114,289	\$ 6,720,072	\$ -	\$ 5,413,457	\$ -	\$ 2,156,866	\$ 1,919,104	\$ 335,843	\$ -	\$ -	\$ 2,858,509	\$ 1,235,065	\$ 990,418	\$ 324,480	\$ 24,068,102	\$ 455	\$ -	\$ -
Utility Company Fees/ Services	Allow	\$ 66,700	\$ 166,750	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 150,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 633,450	\$ 12	\$ -	\$ 633,450
	Subtotal	\$ 2,180,989	\$ 6,886,822	\$ -	\$ 5,488,457	\$ -	\$ 2,231,866	\$ 2,069,104	\$ 435,843	\$ -	\$ -	\$ 2,858,509	\$ 1,235,065	\$ 990,418	\$ 324,480	\$ 24,701,552	\$ 467	\$ -	\$ 633,450
	Grand Total	\$ 2,180,989	\$ 6,886,822	\$ -	\$ 5,488,457	\$ -	\$ 2,231,866	\$ 2,069,104	\$ 435,843	\$ -	\$ -	\$ 2,858,509	\$ 1,235,065	\$ 990,418	\$ 324,480	\$ 24,701,552	\$ 467	\$ -	\$ 633,450

CSI Divisions		Demolition	Exterior Improvements	Year Round Bathhouse	Seasonal Bathhouse	Natorium	Concession Stands	New Mech. Bldg	New Utility Bldg	New Outdoor Pool	Competition Pool	Leisure Pool	Children's Pool	Wading Pool	Spray Pad	Total	Cost/SF	ALT #1: Parking Lot	Total + ALT 1
Phase 2		\$ 660,033	\$ 2,097,853	\$ 18,742,550	\$ -	\$ 11,565,844	\$ -	\$ -	\$ 210,000	\$ 375,000	\$ 1,448,636	\$ -	\$ -	\$ -	\$ -	\$ 35,099,916			
General Requirements / Conditions	8%	\$ 52,803	\$ 167,828	\$ 1,499,404	\$ -	\$ 925,268	\$ -	\$ -	\$ 16,800	\$ 30,000	\$ 115,891	\$ -	\$ -	\$ -	\$ -	\$ 2,807,993	\$ 53	\$ -	\$ -
	Subtotal	\$ 712,835	\$ 2,265,681	\$ 20,241,954	\$ -	\$ 12,491,112	\$ -	\$ -	\$ 226,800	\$ 405,000	\$ 1,564,526	\$ -	\$ -	\$ -	\$ -	\$ 37,907,909	\$ 717	\$ -	\$ -
Permitting & Regulatory Fees	1%	\$ 7,128	\$ 22,657	\$ 202,420	\$ -	\$ 124,911	\$ -	\$ -	\$ 2,268	\$ 4,050	\$ 15,645	\$ -	\$ -	\$ -	\$ -	\$ 379,079	\$ 7	\$ -	\$ -
Escalation Midpoint of Construction	6.1%	\$ 43,918	\$ 139,589	\$ 1,247,107	\$ -	\$ 769,577	\$ -	\$ -	\$ 13,973	\$ 24,952	\$ 96,390	\$ -	\$ -	\$ -	\$ -	\$ 2,335,506	\$ 44	\$ -	\$ -
Design Contingency	15%	\$ 114,582	\$ 364,189	\$ 3,253,722	\$ -	\$ 2,007,840	\$ -	\$ -	\$ 36,456	\$ 65,100	\$ 251,484	\$ -	\$ -	\$ -	\$ -	\$ 6,093,374	\$ 115	\$ -	\$ -
Construction Contingency	10%	\$ 87,846	\$ 279,212	\$ 2,494,520	\$ -	\$ 1,539,344	\$ -	\$ -	\$ 27,950	\$ 49,910	\$ 192,805	\$ -	\$ -	\$ -	\$ -	\$ 4,671,587	\$ 88	\$ -	\$ -
	Subtotal	\$ 966,310	\$ 3,071,327	\$ 27,439,723	\$ -	\$ 16,932,785	\$ -	\$ -	\$ 307,447	\$ 549,013	\$ 2,120,851	\$ -	\$ -	\$ -	\$ -	\$ 51,387,456	\$ 972	\$ -	\$ -
Construction Manager Fee	4%	\$ 38,652	\$ 122,853	\$ 1,097,589	\$ -	\$ 677,311	\$ -	\$ -	\$ 12,298	\$ 21,961	\$ 84,834	\$ -	\$ -	\$ -	\$ -	\$ 2,055,498	\$ 39	\$ -	\$ -
Mobilization/Demobilization	1%	\$ 9,663	\$ 30,713	\$ 274,397	\$ -	\$ 169,328	\$ -	\$ -	\$ 3,074	\$ 5,490	\$ 21,209	\$ -	\$ -	\$ -	\$ -	\$ 513,875	\$ 10	\$ -	\$ -
Builders Risk Insurance	0.5%	\$ 4,832	\$ 15,357	\$ 137,199	\$ -	\$ 84,664	\$ -	\$ -	\$ 1,537	\$ 2,745	\$ 10,604	\$ -	\$ -	\$ -	\$ -	\$ 256,937	\$ 5	\$ -	\$ -
Performance & Payment Bonds	1.5%	\$ 14,495	\$ 46,070	\$ 411,596	\$ -	\$ 253,992	\$ -	\$ -	\$ 4,612	\$ 8,235	\$ 31,813	\$ -	\$ -	\$ -	\$ -	\$ 770,812	\$ 15	\$ -	\$ -
Pollution Liability Insurance	0.25%	\$ 2,416	\$ 7,678	\$ 68,599	\$ -	\$ 42,332	\$ -	\$ -	\$ 769	\$ 1,373	\$ 5,302	\$ -	\$ -	\$ -	\$ -	\$ 128,469	\$ 2	\$ -	\$ -
	Subtotal	\$ 1,036,367	\$ 3,293,999	\$ 29,429,103	\$ -	\$ 18,160,412	\$ -	\$ -	\$ 329,737	\$ 588,816	\$ 2,274,613	\$ -	\$ -	\$ -	\$ -	\$ 55,113,046	\$ 1,043	\$ -	\$ -
Utility Company Fees/ Services	Allow	\$ 33,300	\$ 83,250	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 416,550	\$ 8	\$ -	\$ 416,550
	Subtotal	\$ 1,069,667	\$ 3,377,249	\$ 29,529,103	\$ -	\$ 18,260,412	\$ -	\$ -	\$ 429,737	\$ 588,816	\$ 2,274,613	\$ -							

Date: Tuesday, February 24, 2026

Re: Resolution to Award VM #1333 Managed Information
Technology and Cybersecurity Services - Trustee Kofman

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [02.24.2026 - Resolution - Awarding VM 1333 Managed Information Technology and Cybersecurity Services](#)
- [02.19.2026 - E. Giovanni Memo - VM Contract 1333](#)
- [02.24.2026 - Form of Agreement - Contract VM 1333](#)

Resolution Re: Awarding Contract VM #1333 Managed Information Technology and Cybersecurity Services

WHEREAS, pursuant to Local Law No. 12-2023, Chapter 19 of the Village Code, and New York State General Municipal Law §103, the Village of Scarsdale is authorized to award contracts on the basis of Best Value; and

WHEREAS, on December 11, 2025, the Village issued a Best Value Solicitation (RFB) for Managed Information Technology and Cybersecurity Services (Contract VM #1333), and twenty-one (21) proposals were received by the January 23, 2026 submission deadline; and

WHEREAS, following review, interviews, reference checks, and cost analysis, the Prime Bid submitted by VirtuIT Systems, Inc. was determined to provide the Best Value to the Village; and

WHEREAS, the evaluation team conducted a review of each submittal in accordance with the criteria set forth in the solicitation, including technical approach, experience and qualifications, governance and reporting structure, transition planning, and cost proposal, and conducted interviews, reference checks, and cost analysis; and

WHEREAS, following this review process, the evaluation team determined that the Prime Bid submitted by VirtuIT Systems, Inc., 101 Airport Executive Park, Nanuet, NY 10954, provides the Best Value to the Village for managed IT and cybersecurity services; and

WHEREAS, VirtuIT Systems, Inc. proposed a one-time onboarding and transition fee of Fifteen Thousand Dollars (\$15,000) and a recurring monthly fee of Nineteen Thousand One Hundred Ninety Dollars (\$19,190) for thirty-six (36) months, for a total base term amount of Seven Hundred Five Thousand Eight Hundred Forty Dollars (\$705,840), with recurring services running from March 17, 2026 through March 16, 2029; now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to execute a three-year contract, in substantially the same form as attached hereto, with VirtuIT Systems, Inc., 101 Airport Executive Park, Nanuet, NY 10954, for Managed Information Technology and Cybersecurity Services, at a total base term amount not to exceed Seven Hundred Five Thousand Eight Hundred Forty Dollars (\$705,840), subject to annual budget appropriation, with onboarding commencing upon execution and recurring services beginning March 17, 2026; and be it further

RESOLVED, that the Village Manager is hereby authorized to take all necessary administrative acts associated with this contract.

Date: February 24, 2026



To: Alexandra Marshall, Village Manager

From: Emily Giovanni, Assistant Village Manager

Date: February 19, 2026

RE: Contract VM #1333 – Managed IT & Cybersecurity Services

MEMORANDUM
Village Manager's Office

The Village's existing managed IT services agreement is nearing expiration. Consistent with the Village's procurement policies and its Best Value authority under Local Law No. 12-2023 and New York State General Municipal Law §103, the Village initiated a competitive solicitation to evaluate long-term service delivery, governance structure, cybersecurity oversight, and overall cost efficiency.

On December 11, 2025, the Village issued a Best Value Solicitation (Contract VM #1333) for Managed Information Technology and Cybersecurity Services. The solicitation permitted firms to propose on Managed IT Services (Scope A), Managed Cybersecurity Services (Scope B), or both as a combined Prime Bid. Twenty-one (21) proposals were received and evaluated in accordance with the criteria set forth in the solicitation.

Proposals were evaluated using the weighted scoring rubric published in the VM #1333 solicitation, which assessed technical approach, service delivery capabilities, governance and reporting structure, transition planning, experience and qualifications, cybersecurity monitoring and incident response capabilities, and overall cost and value. Composite scoring was considered alongside interviews, reference checks, and cost analysis in determining Best Value.

After completing the evaluation in accordance with the published criteria and weighted scoring rubric set forth in the VM #1333 solicitation, and considering composite scoring, interviews, reference checks, and cost analysis, the evaluation team determined that the Prime Bid submitted by VirtuIT Systems, Inc., 101 Airport Executive Park, Nanuet, NY 10954, provides the Best Value to the Village.

The proposed three-year contract includes a one-time onboarding fee of \$15,000 and recurring monthly services of \$19,190 for thirty-six (36) months, for a total base term amount of \$705,840. The proposed award reflects the results of the competitive procurement process and alignment with the evaluation criteria established in the solicitation. Upon Board approval, the Agreement will be executed and transition activities will commence in accordance with the contract terms to ensure continuity of operations across all departments.

Staff therefore recommends that the Board of Trustees award Contract VM #1333 to VirtuIT Systems, Inc., 101 Airport Executive Park, Nanuet, NY 10954, as the proposal providing Best Value to the Village and authorize the Village Manager to execute the Agreement.

FORM OF AGREEMENT

**AGREEMENT BY AND BETWEEN
THE VILLAGE OF SCARSDALE, NEW YORK AND VirtuIT Systems FOR
MANAGED INFORMATION TECHNOLOGY SERVICES (MSP) AND
CYBERSECURITY SERVICES**

Contract VM # 1333

THIS **AGREEMENT** (the “Agreement”) is dated as of _____, 2026 (the “Effective Date”) between VirtuIT Systems (“CONTRACTOR”), a _____ with offices at 101 Airport Executive Park, Nanuet, NY 10954, and the VILLAGE/TOWN OF SCARSDALE (the “VILLAGE”), a municipal corporation of the State of New York with offices at 1001 Post Road, Scarsdale, NY 10583 (each, a “Party”, collectively the “Parties”).

WITNESSETH:

WHEREAS, on _____, 2026 the VILLAGE issued a request for bids (“RFB”) pursuant to N.Y. General Municipal Law §103(1) for Managed Information Technology (ITS) Services and Cybersecurity Services (“Contract VM # 1333”); and

WHEREAS, the VILLAGE received bids from _____ firms; and

WHEREAS, bids were opened on January 23, 2026; and

WHEREAS, based upon a review of the bids received, the VILLAGE found that CONTRACTOR’s bids offers the “best value” to the VILLAGE pursuant to N.Y. General Municipal Law § 103(1) and Chapter 19 of the Scarsdale Village Code.

NOW, THEREFORE, for consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. **SCOPE OF SERVICES:** The Village hereby retains CONTRACTOR to perform the services set forth in its bid submittal dated _____, attached hereto as Exhibit “A” (referred to herein as the “Services”).

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date and expire on March 16, 2029. The Village Manager may, in their sole discretion, renew this Agreement for up to two (2) additional (1) one-year Terms under the same terms and pricing, subject to performance and budget appropriation. In the event of renewal hereunder, no further approval from the Board of Trustees of the Village of Scarsdale is required.

3. **CONTRACT DOCUMENTS:** The following documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein and shall be referred to herein as the “Contract Documents”:

- (a) The RFB, together with all Addenda and Appendices, and including, but not limited to any instructions/notices for bidders, scopes of work, proposal/bidding requirements, evaluation criteria & scoring rubric, general conditions, special conditions.
- (b) This Agreement.
- (c) Amendments to this Agreement that are mutually agreed upon by the Parties in writing.
- (d) All other attachments to this Agreement.
- (e) The CONTRACTOR’s bid submittal, together with all appendices and attachments thereto, including but not limited to insurance document(s), and _____.

In the event of any inconsistency between any term, condition, paragraph, section, or provision of this RFB, the subsequent contract entered into, or the proposal, the following order of precedence shall control: (1) the RFB; (2) the resulting contract; and (3) the CONTRACTOR’s bid submittal, together with all appendices and attachments thereto. In the event of any conflict among the provisions of the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, the CONTRACTOR shall notify the VILLAGE of same, comply with the more stringent requirement and comply with the VILLAGE’s interpretation.

4. **COMPENSATION:** As full and complete consideration of the Services so rendered, the VILLAGE shall pay CONTRACTOR an amount not to exceed _____ Dollars (\$ _____) (the “Fee”) per _____ as set forth in Exhibit “A.” invoices shall be submitted once per month for Services performed during the previous calendar month. Payment will be made by the VILLAGE within forty-five (45) days after receipt of an invoice from the CONTRACTOR; however, no payment shall be due and owing until after audit and approval by the Scarsdale Board of Trustees in accordance with N.Y. Village Law and the Village’s Procurement Policy. The Fee represents CONTRACTOR’s entire compensation for the Services and such sum includes all costs and expenses incurred by CONTRACTOR, unless additional services are procured by the Village via amendment to this Agreement.

5. **PERFORMANCE OF SERVICES:** In performing the Services, _____ shall be the principal responsible individual from CONTRACTOR. In performing the Services, CONTRACTOR shall assign qualified personnel and perform said Services in accordance with the professional standards and with the skill, diligence and quality

control/quality assurance measures expected of any firm in Westchester County performing services of a similar nature. CONTRACTOR shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

6. **INDEPENDENT CONTRACTOR STATUS:** CONTRACTOR and all employees, assistants, consultants, contractors, 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 CONTRACTOR's compliance with any local, state, or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for CONTRACTOR or any employee, assistant, contractor or agent thereof. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, contractors, and subcontractors as they relate to the Services to be provided under this Agreement. CONTRACTOR acknowledges and agrees that none of its employees, contractors or agents shall hold themselves out as being an employee or representative of the VILLAGE. CONTRACTOR acknowledges that it is being retained by the VILLAGE only for the purposes and to the extent of this Agreement. Nothing contained in this Agreement shall be construed as providing CONTRACTOR any authority to bind the VILLAGE in any respect without the prior written consent of the Village Manager.

7. **INSURANCE:** The CONTRACTOR shall, at its sole expense, and prior to the commencement of any Services, maintain minimum insurance coverages on its own and the VILLAGE's behalf, and furnish to the VILLAGE a certificate of insurance evidencing same. CONTRACTOR will maintain such insurance coverage(s) in the amounts and affording such coverages as set forth in the RFP throughout the Term, including any renewals thereof.

8. **INDEMNIFICATION & LIABILITY:**

- (a) The CONTRACTOR shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers, in both their official and private capacities, 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 CONTRACTOR's performance of the Services or any 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 CONTRACTOR, its officers, directors, agents, employees, or subcontractors, or anyone for whose acts the CONTRACTOR may be liable pursuant to the performance of the Agreement. The CONTRACTOR'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 CONTRACTOR. The CONTRACTOR'S obligations under this paragraph shall survive the completion or earlier termination of the Agreement.

- (b) The CONTRACTOR hereby acknowledges that failure to obtain and carry the required insurance set forth in the RFB on behalf of the Village/Town of Scarsdale subjects the CONTRACTOR 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 CONTRACTOR'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.
- (c) The CONTRACTOR hereby expressly permits the Village/Town of Scarsdale to pursue and assert claims against the CONTRACTOR, its officers, directors, agents, employees and subcontractors, for indemnity, contribution and common law negligence concerning causes, claims or actions for damages for bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection to any negligent act or omission, or violation of any statutory duty or regulation, or breach of contract by the CONTRACTOR, except for any cause, claim or action arising out of or attributable to the negligent, reckless or intentional acts of the Village/Town of Scarsdale, or its elected officials, officers, employees, agents, representatives, and volunteers.
- (d) The CONTRACTOR shall promptly advise the VILLAGE in writing of any claim or demand against the Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers, in both their official and private capacities, related to or arising out of CONTRACTOR's activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR's sole cost and expense. The Village/Town of Scarsdale, and its elected officials, officers, employees, agents, representatives, and volunteers shall have the right, at their option and own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations hereunder. The defense, indemnity, and hold harmless obligations set forth herein shall survive the expiration or termination of this agreement.

- (e) The VILLAGE shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the CONTRACTOR or CONTRACTOR's employees, subcontractors and agents in performing the Services.
- (f) The CONTRACTOR shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the Services.
- (g) The CONTRACTOR shall be responsible for repairing all damage to property caused through the use, maintenance, and operation of CONTRACTOR's vehicle or other equipment by, or the action of CONTRACTOR or CONTRACTOR's employees, subcontractors or agents.

9. **RESPONSIBILITY TO CORRECT DEFICIENCIES:** It shall be CONTRACTOR's responsibility to correct, in a timely fashion and at CONTRACTOR's sole expense, any deficiencies in the Services provided solely by CONTRACTOR or its employees, provided deficiencies are reported to CONTRACTOR's in writing within thirty (30) days of the VILLAGE's discovery of said deficiency.

10. **CYBERSECURITY:** CONTRACTOR shall maintain policies and procedures on cybersecurity reasonably designed to prevent access to its systems by unauthorized persons.

11. **REPORTS & RESPONSES TO SECURITY BREACH:** CONTRACTOR shall immediately report to the VILLAGE any unauthorized access or release of VILLAGE information of which it becomes aware. Upon request, the VILLAGE will promptly provide to you all information and documentation that we have available to us in connection with any such event.

12. **CONFIDENTIALITY:** The CONTRACTOR 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, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the VILLAGE, or with prior advance notice to the VILLAGE pursuant to State or Federal Law or a court order ; (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 officers, employees, agents, or representatives 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 CONTRACTOR 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, officers, employees, agents, representatives, and volunteers. CONTRACTOR understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. CONTRACTOR agrees that if it receives a subpoena for divulgence of confidential information, it shall notify the VILLAGE prior to divulging the same. Notwithstanding anything herein to the contrary, CONTRACTOR shall not release Confidential Information to any person, subsidiary, third party, government, government agency, law enforcement agency, or similar person or entity, without the prior written permission of the Village Manager of the Village of Scarsdale, except 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 CONTRACTOR 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 Confidential Information, CONTRACTOR shall notify the VILAGE prior to such access, use, preservation, and/or disclosure and VILAGE shall have the right, on notice to CONTRACTOR, to seek to quash or limit such subpoena or challenge or seek modification of any order, and CONTRACTOR shall not release such Confidential Information unless VILAGE (i) consents in writing to its release; (ii) fails to advise CONTRACTOR within five (5) business days of its intent to challenge such release; or (iii) any challenge by VILAGE to the subpoena or order has been fully litigated and all appeals exhausted, except when not releasing the Confidential Information would cause CONTRACTOR to violate such court order or subpoena. In such circumstance, CONTRACTOR shall then notify VILAGE as soon as reasonably practicable and before the Confidential Information is released.

13. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, breakdown of communication facilities, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

14. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed by the laws of the State of New York without consideration given to its conflicts of law principles. Any action or proceeding in connection with this Agreement shall be initiated and maintained in the State or Federal courts of Westchester County, New York. The Parties hereby waive any claim that venue is improper if brought in the State or Federal courts of Westchester County, New York. In the event of a dispute between the Parties, there shall be no recovery of attorney's fees and costs.

15. **NON-ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES:**

Neither Party may assign this Agreement or any portion of any of the obligations to be performed under this Agreement without the prior written consent of the other Party. Nothing in this Agreement shall act to confer any rights or privileges upon any person or entity not a party to this Agreement. Any assignment of this Agreement by CONTRACTOR 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 CONTRACTOR subsequent to such assignment. Any requests by the CONTRACTOR for assignment and/or substitutions shall document the qualifications of said assignee and/or subcontractor and provide sufficient advance notice of anticipated assignment date to permit the VILLAGE necessary time for adequate consideration.

16. **TERMINATION:** The parties hereby agree that the following shall govern termination of this Agreement.

- (a) This Agreement may be terminated any time by the VILLAGE at the convenience of the VILLAGE, without fee or penalty, upon at least ninety (90) days' written notice to CONTRACTOR.
- (b) This Agreement may be terminated by CONTRACTOR upon ninety (90) days' written notice to the VILLAGE in the event that the VILLAGE is in material breach of any of its obligations under this Agreement provided that the VILLAGE shall have the right to cure any such breach within ninety (90) days' of receipt of written notice that it is in breach of this Agreement.
- (c) In the event of any dispute between the VILLAGE and CONTRACTOR:
 - (i) CONTRACTOR shall continue to perform its duties under this Agreement without interruption or delay pending the resolution of the dispute and CONTRACTOR shall not directly or indirectly stop or delay the performance of the Services, and
 - (ii) the VILLAGE shall continue to make payments to CONTRACTOR pursuant to this Agreement, except for any item(s) and/or costs in dispute.
- (d) Upon termination of this Agreement in accordance to this Section, the value of the work performed by CONTRACTOR prior to termination shall be established by the percent of the amount of such work completed by CONTRACTOR that is acceptable to the VILLAGE of the total amount of work invoiced for such period, less any damages and/or expenses incurred by the VILLAGE as a result of a breach of any of the terms and provisions herein.

17. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby terminated and superseded by this Agreement. This Agreement shall not be amended, modified, or superseded except upon

mutual written agreement signed by both Parties. All amendments to this Agreement shall be subject to review and approval by the Village Attorney as to form and substance. Any amendment which materially or substantially alters the rights, obligations, or responsibilities of either Party shall be subject to prior approval by the Mayor and Board of Trustees.

18. **NOTICES:** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be given by a nationally recognized overnight delivery service, with all delivery and/or postage charges prepaid, and shall be deemed to have been given on the day such notice is actually received or refused, or if unclaimed, on the day following the day on which the same shall have been sent by a nationally recognized overnight delivery service and shall be addressed as follows:

As to the VILLAGE:

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583
Attn: Alexandra Marshall, Village Manager
Email: amarshall@scarsdale.gov
With ecc to: Stephen Sage, Risk Manager/Personnel Administrator
Email: ssage@scarsdale.gov

-and-

Keane & Beane, P.C.
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
Attn: Nicholas M. Ward-Willis, Esq.
Email: nward-willis@kblaw.com

As to CONTRACTOR:

Attn: _____
Email: _____

19. **NON-DISCRIMINATION REQUIREMENTS:** CONTRACTOR agrees for itself, and its successors and assigns that CONTRACTOR shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status.

20. **WAIVER:** The failure of either Party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the rights

of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either Party unless such waiver is given in writing by the waiving Party. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

21. **SEVERABILITY:** In the event that any provision, clause, paragraph or part of this Agreement is found to be unenforceable or unlawful for any reason, such provision, clause, paragraph or part shall be stricken from this Agreement and the remaining provisions, clauses, paragraphs or parts shall remain fully enforceable as if the invalid portion(s) were never included herein.

22. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed by the laws of the State of New York without consideration given to its conflicts of law principles. Any action or proceeding in connection with this Agreement shall be initiated and maintained in the State or Federal courts of Westchester County, New York. The Parties hereby waive any claim that venue is improper if brought in the State or Federal courts of Westchester County, New York. In the event of a dispute between the Parties, there shall be no recovery of attorney's fees and costs.

23. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement between the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby terminated and superseded by this Agreement. This Agreement shall not be amended, modified, or superseded except upon mutual written agreement signed by both Parties. All amendments to this Agreement shall be subject to review and approval by the Village Attorney as to form and substance. Any amendment which materially or substantially alters the rights, obligations, or responsibilities of either Party shall be subject to prior approval by the Mayor and Board of Trustees.

24. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

25. **COUNTERPARTS:** This Agreement may be signed and delivered, or a signature may be transmitted or communicated, by means of electronic transmission, including but not limited to a Portable Document Format (PDF) copy of an original signature. In the event of counterpart and/or electronic signatures, this Agreement will be treated for all purposes as an original agreement, and will have the same binding legal effect as if it contained a single signature page with "wet ink" original signatures.

26. **DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT, SHALL THE VILLAGE OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, AND REPRESENTATIVES BE LIABLE, EITHER DIRECTLY OR INDIRECTLY, AS AN INDEMNITOR OF ANY OTHER PARTY, OR BE LIABLE, EITHER DIRECTLY OR

INDIRECTLY, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE, COMMON LAW, ADMIRALTY LAW OR OTHERWISE, FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT AND/OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME, OR LOSS OF PROFIT EVEN IF SUCH PARTY HAS ADVISED ANY OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES

27. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR agrees that all documents, reports, materials, or other subject matter prepared, procured or produced in the rendition of the Services under this Agreement are and shall remain the property of the VILLAGE, and all such documents, reports, materials, or other subject matter shall be promptly delivered to the VILLAGE upon request for same without additional cost or expense. CONTRACTOR may retain a record copy of all documents it creates in connection with performing the Services hereunder.

28. **COMPLIANCE WITH LAWS:** CONTRACTOR shall conform to any and all applicable Federal, State or local laws or regulations in connection with this Agreement, and shall procure at its own expense any license(s) or permit(s) necessary for its operations.

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

CONTRACTOR:

VILLAGE OF SCARSDALE:

Signature

Signature

Name

Alexandra Marshall
Name

Title

Village Manager
Title

Date

Date



Date: Tuesday, February 24, 2026

Re: Written Communications Received between February 4 and February 18 , 2026.

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [02.15.2026 - M. Evans D. Moretti - Regarding ICE](#)
- [02.09.2026 - R. Harris - Parking on Brook Lane](#)
- [02.06.2026 S. Levine - Sidewalks](#)

Christine Sciandra

From: mbemore@aol.com
Sent: Sunday, February 15, 2026 3:52 PM
To: Public Comments
Subject: Village action in response to threats from ICE

CAUTION: External sender.

Dear Mayor Arest, Deputy Mayor Gruenberg, and Members of the Village Board of Trustees,

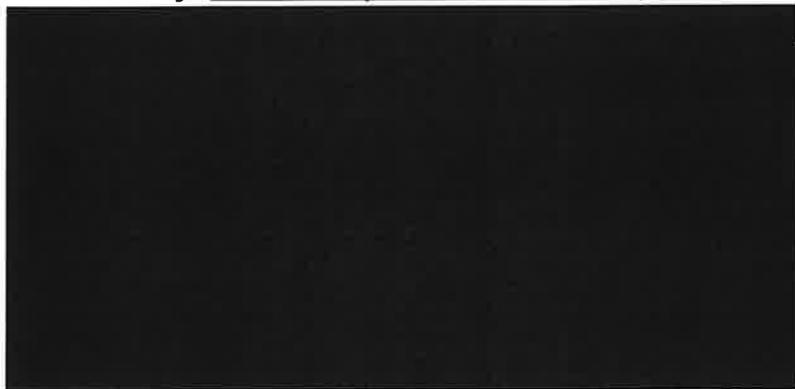
We would like to add our names in support of fellow residents' recent requests that you take actions within your authority to stand up against further ICE violence. We note that in recent days, the Villages of Dobbs Ferry and Hastings-on-Hudson have passed resolutions condemning violence from ICE and petitioning local and federal representatives to recall, reform and investigate ICE and Customs and Border Protection. (See links below.) We hope you will take similar action, as well as consider endorsing specific proposed State measures to rein in ICE, such as the NYS Bivens Act, the Sensitive Location Protection Act, and the Local Crimes and Local Cops Act. As individuals, we have already contacted our State representatives to urge State action to protect New York residents from the sort of reckless and unlawful ICE/CPB behavior we've just seen in Minnesota; however, we believe that as Scarsdale Village leaders you have the ability to achieve an exponential impact on behalf of the community. Many thanks for your consideration and for your service.

Sincerely,
Mary Beth Evans
Dan Moretti
16 Edgewood Road

Hastings-on-Hudson Resolution:

<https://portal.laserfiche.com/Portal/DocView.aspx?id=165284&repo=r-a3f8b9e6>

Dobbs Ferry: [Dobbs Ferry Board of Trustees petitions to end ICE and CBP abuses](#)



Dobbs Ferry Board of Trustees petitions to end ICE and CBP abuses

Allie Faber

At a public meeting in the Village Hall on Feb. 10, the Dobbs Ferry Board of Trustees approved a resolution cond...

Christine Sciandra

From: RMH <rharrismd@gmail.com>
Sent: Monday, February 9, 2026 8:38 PM
To: Public Comments; Mayor Justin Arest; Manager's Department
Subject: Parking Brook Lane

CAUTION: External sender.

I acknowledge that this request is coming to the Board later than the time frame requested for Wednesday's meeting. I submitted a request last week concerning parking on Brook Lane, the street where I live and this is an extension of that request.

The County tennis club off Brook Lane is located on county property. Tennis players have used our street for parking for many years from about mid-May through late November. Residents have approached staff to ask players not to park on the street, which they reported they frequently do. At times it's hard to park on the street because of the number of tennis player's cars parked on Brook rather than in their lot. This is especially true when there are competitions with other clubs. Often, players park in front of our driveways, making it very challenging to back our cars out. Residents often have to pick up coffee cups, empty water bottles and food wrappers left by these members. It is rare, but cars have been damaged as players drive quickly to be on time for their lesson or game. Players will park where signs indicated no parking allowed.

The Tennis Club has posted a sign that says no parking on Brook Lane, which is not honored as the players regularly walk past it to their game. There's no enforcement. Residents of our street have repeatedly tried to address this with the Village without much success.

Thank you for your consideration,

Roger Harris
8 Brook Lane

Christine Sciandra

From: Scott Levine <sjlevine@gmail.com>
Sent: Friday, February 6, 2026 9:58 AM
To: Public Comments
Cc: Deputy Mayor Gruenberg; Christin Levine
Subject: Andrew Levine Sidewalk Project
Attachments: IMG_4165.HEIC; IMG_4164.HEIC; IMG_1934.jpeg

CAUTION: External sender.

Good Morning Sir and Madam

I spoke with Dara Gruenberg about this; she recommended I send this proposal to you for publishing in the board packet.

Andy spent the last year (2nd and 3rd grade) focused on sidewalks to make it safer for children to go to school - especially AROUND the school.

The first two images are from this past week, and he's done a little research on it. The other one is from earlier in the year. I spoke to him yesterday about it - and he shared that over 15K children are injured by vehicles annually while going to school (I checked; it's wild).

Tell me if they don't come through or you can't see them.

I love that he's interested in it - when we come to or from school - he asks often why there cant be a sidewalk on the blocks on Hampton running up to the school - at least on one side. It's a fair point :). I love that he has an interest in safeguarding people; I also love that he's thinking about the community - and focused on growing and bettering the community.

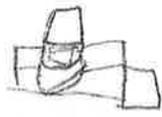
Thank you

Scott Levine on behalf of Andrew Levine

Street Street party
By My leine



Din dong



Street Safety
By Andy Levine

Wouldn't the world be a better place if we had sidewalks? So I thought we should add speed bumps, oneway streets and sidewalks.

We should make sidewalks and one way streets also speed bumps because it would make the communities safer.

One reason we need sidewalks is that no one wants to get hit by a car because it's dangerous, right? An example is when my friends walk home from school they have to walk on the street and avoid cars or go on someone's lawn and no one wants someone on their lawn. If we were on sidewalks they would not have to walk on someone's lawn or almost get hit by a car.

Another reason that we should have safer sidewalks is because everybody would live longer. According to Kids Safe World Wide traffic collisions are the number one cause of death among children ages 5 to 19 in the United States of America and around the world. This is a very shocking fact!

Now you can see how sidewalks, speed bumps and one way streets can make it safer for people.

Dear Deputy Mayor Gina B. I have seen
elementary schoolers, high schoolers,
middle schoolers walking on the road
constantly almost being close
to be hit by a car, we need

side walks for example random person
walking to they're constantly
to walk on someones lawn or
go on the street!

sincerely
Andrew Levine