

**JUSTIN K. AREST**

MAYOR

**ALEXANDRA H. MARSHALL**

ACTING VILLAGE MANAGER



**SAMEER AHUJA**

**KAREN L. BREW**

**JEREMY A. GANS**

**DARA B. GRUENBERG**

**KENNETH L. MAZER**

**RANDALL B. WHITESTONE**

TRUSTEES

**OFFICE OF THE  
VILLAGE MANAGER**

VILLAGE HALL

1001 POST ROAD

SCARSDALE, NY 10583

914.722.1110

WWW.SCARSDALE.COM

Village Board Agenda

March 12, 2024

Village Board Meeting – 8:30 PM

The Village Board will meet in Rutherford Hall at 8:30 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.

Trustee Ahuja will participate remotely by Zoom from 1111 Airport Blvd, Pittsburg, PA 15231

*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

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Pledge of Allegiance

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Mayor’s Comments

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Manager’s Comments

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Public Hearings

Trustee Gans

➤ Public Hearing on a Local Law Amending the Scarsdale Village Code Entitled Notice of Hearing

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➤ Public Hearing on a Local Law Amending the Scarsdale Village Code Entitled Appointments and Terms of Office

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Trustee Gruenberg

➤ Public Hearing on a Proposed Local Law Regarding Public Sidewalk Permits

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Public Comment

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Trustee Liaison Reports

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Bills

- Trustee Mazer

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Agenda Items

- Approval of Minutes from February 27, 2024 Village Board Meeting

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Trustee Brew

- Resolution re: Award of Contract for the Purchase of a 2024 Ford F-550 Super Duty XL Dump Body w/Liftgate

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Town Board Agenda

March 12, 2024

Town Board Meeting

Roll Call

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Minutes

- Town Board Meeting of February 13, 2024

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Reports

- Report of the Custodian of Taxes as of February 29, 2024

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

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Written Communications (4)

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- Kristen Cipriano – Greenacres Playground
- Madelaine Eppenstein – Trees
- Donald Mutterperl – Village Information / Scarsdale Inquirer
- Scarsdale Forum – Report on the Protection and Preservation of Trees

Future Meeting Schedule

March 26, 2024

- 7:30 PM - Agenda Committee
- 8:00 PM - Village Board Regular Meeting

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Motion to Adjourn

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## **PUBLIC HEARING**

### Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, March 12, 2024, at 8:30 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to consider a proposed local law to amend the Rules and Procedures of Certain Village of Scarsdale Land Use Boards.

Taylor C. Emanuel  
Village Clerk

02/27/2024

## MEMORANDUM

TO: Justin Arest, Mayor  
Members of the Board of Trustees

FROM: Keane & Beane, P.C.

RE: Proposed local law to amend the rules and procedures of certain  
land use board.

DATE: February 23, 2024

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Included with the agenda materials for the Board of Trustee's February 27, 2024 meeting is a proposed local law concerning the appointment of members to of the Board of Architectural Review and the Committee on Historic Preservation, as well as a proposed modification to the time period for the Planning Board to review and comment on items referred to it from the Board of Trustees.

As such, this proposed local law has three main components:

1. Revise the appointment authority of members to the Village's Board of Architectural Review and Committee on Historic Preservation to be consistent with New York State Village Law.
2. Eliminate term limits for members of the Board of Architectural Review and Committee on Historic Preservation.
3. Amend the timeframe in which the Planning Board has to respond when items are referred to it for review and comment by the Board of Trustees.

### Appointment Authority

New York State Village Law § 4-400(1)(c)(i) provides that the mayor of a village is responsible for appointing non-elected officers of a village, subject to Board of Trustee approval. As such, the proposed local law merely revises the appointment authority under the Scarsdale Village Law to be consistent with State law. It should also be noted that this proposed amendment also conforms with appointment authority set forth under Scarsdale Village Code Chapters 12 and 77 which provide that members of the Board of Appeals and Planning Board are appointed by the Mayor, subject to approval by the Board of Trustees.

Term Limits

This proposed amendment is consistent with the rules and procedures for the Board of Appeals and Planning Board which have no term limits.

Planning Board Report & Recommendation

The proposed local law would also modify the timeframe for the Planning Board to complete its report and recommendation on items referred to it by the Board of Trustees from sixty (60) days to thirty (30) days, or such other period that the Board of Trustees sets forth in the referring resolution. The typical review period in other communities is thirty (30) days. Moreover, this modified timeframe is consistent with the timeframe for the County Planning Board to complete its report and recommendations on items referred to it, which is also thirty (30) days. The Board of Trustees always has the ability to grant additional time when needed or requested. It should also be noted that typically only zoning laws are referred to the Planning Board for review and comment.

cc: Alexandra Marshall, acting Village Manager

LOCAL LAW NO. \_\_ OF 2024

BOARD OF TRUSTEES  
VILLAGE OF SCARSDALE

A PROPOSED LOCAL LAW TO AMEND THE RULES AND PROCEDURES OF  
CERTAIN SCARSDALE LAND USE BOARDS

A LOCAL LAW to amend the Scarsdale Village Code in relation to the appointments of members to the Board of Architectural Review, the Committee on Historic Preservation, and the time period for consideration of matters referred to the Planning Board.

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

**Section 1.** Chapter 18 of the Scarsdale Village Code concerning the Board of Architectural Review, Section 18-4 entitled “Appointments; terms of office,” Subsections A and C, are hereby amended as follows:

§ 18-4 **Appointments; terms of office.**

- A. The Chair and other members of the Board shall be appointed by the Mayor, subject to the approval of the Board of Trustees. In the event of absence or disability of the Chair, the Board of Architectural Review may designate a member to serve as Chair, who shall preside over all proceedings and assume all duties of the Chair. The term of office of the Chair shall be one year. The term of office for each member shall be three years, ~~two terms maximum. The Chair may serve one additional year.~~ In addition, the Mayor, subject to the approval of the Board of Trustees, may appoint two alternate members who will serve because of a conflict or in the absence of the regular members. These alternate appointments shall be for three years.
- B. In the same manner, vacancies shall be filled in accordance with New York State Village Law for the unexpired term of any member whose place has become vacant.

**Section 2.** Chapter 77 of the Scarsdale Village Code concerning the Planning Board, Section 77-2 entitled “Action on referral from trustees” is hereby amended as follows:

§ 77-2 **Action on referral from the trustees.**

Each of the matters referred to in § 77-1A, B and C above shall be referred to the Planning Board for report thereon before final action thereon by the Board of Trustees, and no such final action shall be taken until it has received such report. The Planning Board shall report on any such matters so referred to it by the Board of Trustees within ~~3060~~ days from the date of the referral or such other time set forth in the referral resolution, unless such time shall be extended by resolution of the Board of Trustees in connection with any such matter. If the Planning Board shall fail to report within the time so fixed, the Board of Trustees may, in its discretion, act upon such matter.

**Section 3.** Chapter 182 of the Code of the Village of Scarsdale, concerning the Committee for Historic Preservation, Section 182-3 entitled “Committee for Historic Preservation,” Subsection C, is hereby amended as follows:

§ 182-3 **Committee For Historic Preservation.**

...

C. Appointments; term of office.

- (1) The Chairman, other members of the Committee, and the alternate member shall be appointed by the Mayor, subject to approval of the Board of Trustees. The Chairman shall be appointed for one year; however, this limitation does not prohibit the appointment of the same person to subsequent or consecutive one-year terms. The term of office for each member shall be three years, ~~with a two-term maximum~~. The appointments shall be staggered in that, initially, three members shall be appointed for three years, three for two years and one for one year. The alternate member shall be appointed for three years.
- (2) In the same manner, vacancies shall be filled in accordance with New York State Village Law for the unexpired term of any member whose place has become vacant.

...

**Section 4.** Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapters 18, 77 and 182 of the Scarsdale Village Code are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

**Section 5.** 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 6.** 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 there from.

**Section 7.** Effective Date.

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

## **PUBLIC HEARING**

### Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, March 12, 2024, at 8:30 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to consider a proposed local law to amend the Code of the Village of Scarsdale, concerning newspaper publication.

Taylor C. Emanuel  
Village Clerk

02/27/2024

- Main Office  
445 Hamilton Avenue  
White Plains, NY 10601  
Phone 914.946.4777  
Fax 914.946.6868
- Mid-Hudson Office  
200 Westage Business Center  
Fishkill, NY 12524  
Phone 845.896.0120
- New York City Office  
60 East 42<sup>nd</sup> Street  
New York, NY 10165  
Phone 646.794.5747

## MEMORANDUM

TO: Justin Arest, Mayor  
Members of the Board of Trustees

FROM: Keane & Beane, P.C.

RE: Proposed Local Law Concerning Newspaper Publication

DATE: February 23, 2024

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For consideration at the Board of Trustee's meeting on February 27, 2024, is the introduction of a local law which would standardize the newspaper publication requirements for noticing certain public hearings held by the Board of Trustees, Planning Board, Board of Appeals, Board of Architectural Review, and the Committee on Historic Preservation.

By means of background, notice of certain public hearings are required to be published in the Village's official newspaper, either under State law or by local option. Some provisions of the Scarsdale Village Code require such notice to be published in the official newspaper twice and at least ten (10) days before the public hearing. In other provisions, notice is required to be published once and at least five (5) days before the public hearing. Generally, under State Law when notice of a public hearing is required to be published in the newspaper, it must only be done once at least five (5) days before the public hearing.

As such, some provisions of the Scarsdale Village Code set forth more stringent publication requirements than required under State law. This increases costs and does not serve the same purpose as it used to. Most people learn of public hearings from the internet, receiving notice in the mail (when required to be sent via mail), or by word of mouth. It should also be noted that not all public hearings are required to be noticed via newspaper publication.

Therefore, the proposed local law would standardize the newspaper publication requirements. Hence, under the proposed local law, when notices of a public hearing are required to be published in the newspaper, it will be published in the official newspaper at least once and at least five (5) days before the public hearing. The board setting the public hearing still has the flexibility to require more advanced notice when needed.

The proposed local law would also require that notices of a public hearing held by the Committee on Historic Preservation be published in the Village's official newspaper. A requirement that does not presently exist under the Scarsdale Village Code.

Please do not hesitate to contact our office with any questions or concerns. Thank you.

cc: Alexandra Marshall, acting Village Manager

LOCAL LAW NO. \_\_ OF 2024

BOARD OF TRUSTEES  
VILLAGE OF SCARSDALE

A PROPOSED LOCAL LAW TO AMEND THE SCARSDALE CODE  
CONCERNING NEWSPAPER PUBLICATION

A LOCAL LAW to amend the Scarsdale Village Code concerning newspaper notice publication requirements in advance of a public hearing.

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

**Section 1.** Chapter 12 of the Scarsdale Village Code, concerning the Board of Appeals, is hereby amended to add a new Section 12-4, entitled “Notice of hearing” as follows:

§ 12-4 Notice of hearing.

Public notice of any appeal or application pending before the Board of Appeals shall be published by the Village Clerk in the official newspaper of the Village of Scarsdale at least once and at least 5 days prior to the date of the public hearing.

**Section 2.** Chapter 18 of the Scarsdale Village Code, Section 18-6 entitled “When meetings and public hearings to be held,” concerning the Board of Architectural Review is hereby amended as follows:

§ 18-6 When meetings and public hearings to be held.

Meetings of the Board of Architectural Review shall be held at the call of the Chairman and at such other times as the Board shall determine. The Board may hold a public hearing when it deems the same to be in the public interest. Notice of a public hearing shall be given by the Village Clerk in the official newspaper of the Village of Scarsdale at least once and at least 5 days prior to the date of the public hearing.

**Section 3.** Chapter 51 of the Scarsdale Village Code, Section 51-1 entitled “Setting public hearings; notice to be given,” concerning notice of a public hearing to adopt a local law is hereby amended as follows:

§ 51-1 **Setting public hearing; notice to be given.**

Before voting upon the enactment of a local law, ~~the Board of Trustees shall determine a day, within 30 days of the presentation to it of the proposed local law, for a public hearing thereon, and, within 20 days after such proposed law shall have been presented to said Board, the Village Clerk shall cause public notice of the time and place of such hearing to be given. Such~~ public notice shall be given by the Village Clerk by causing the same to be published once in the official newspaper of the Village of Scarsdale ~~at least once and~~ at least ~~105~~ days prior to the day fixed for such public hearing. ~~In case there is at the time no official newspaper of the village, the Board of Trustees of the Village of Scarsdale shall designate the manner of giving such public notice.~~

**Section 4.** Chapter 182 of the Scarsdale Village Code, Section 182-3 entitled “Committee for Historic Preservation,” concerning the Operation of the Committee is hereby amended to add a new Subsection E(3) as follows:

§ 182-3 **Committee for Historic Preservation.**

...

**E.** Operation of the Committee.

(1) The Building Inspector shall advise the Committee, in writing, as soon as practical, of each and every application filed with the Building Department for a permit to demolish all or any substantial part of any building in the Village. A substantial part of any building shall be defined as more than 50% of the existing square footage consisting of any combination of the front, rear and side elevations and the interior structure, including inside walls and floors, but excluding the basement area.

~~(2)~~ Within 60 days after the submission of a completed application as determined by the Building Department, the Committee shall conduct one or more meetings, where public input shall be taken in a form and manner as prescribed by the Committee, to consider and decide whether the applicant is entitled to a certificate to demolish the building or, based upon the criteria set forth in § 182-5, the building in question appears to be one of substantial historical importance, and, as such, should be preserved. If the Committee determines that the building appears to meet such criteria and should be preserved, the Committee shall promptly advise the Building Inspector to inform the applicant of its determination and the applicant's right to appeal the Committee's determination to the Board of Trustees and/or file a hardship application with the Board of Trustees.

~~(2)~~(3) The Committee may hold a public hearing on a completed application when it deems the same to be in the public interest. Notice of a public

hearing shall be given by the Village Clerk in the official newspaper of the Village of Scarsdale at least once and at least 5 days prior to the date of the public hearing.

**Section 5.** Chapter 254 of the Scarsdale Village Code, Section 254-10.1 entitled “Site plan for land-disturbing activities in adjoining property buffer,” Subsection C(1), concerning notice of a public hearing in connection with an application to disturb an adjoining property buffer is hereby amended as follows:

§ 254-10.1 **Site plan for land-disturbing activities in adjoining property buffer.**

...

C. A public hearing shall be held by the Planning Board on the site plan application.

- (1) Public notice of any such hearing shall be published by the Clerk in ~~two successive issues of~~ the official newspaper of the Village of Scarsdale at least once and, with the first notice published at least ~~10-5~~ days preceding the date of the hearing.
- (2) Applicant to mail public notice of the hearing to proximate property owners. Each applicant seeking approval of a site plan pursuant to this section shall serve the public notice setting forth the location of the property, the nature of the application and the time and place of the hearing upon all owners of property, any part of which is within 200 feet of any point on the boundary of the lot, or lots, involved in the application. As an exception, for properties larger than 15 acres in area, notice shall be sent to all owners of property within 200 feet of the activity covered by the application. Such notice shall be served by certified mail not less than 10 days, or by personal service not less than seven days, prior to the date of the hearing thereon. If service has been effected by mail, a receipt from the post office of such mailing shall constitute proof. Each such notice shall be in a form as prescribed by the Board.
- (3) Further notice shall not be required in the event of a continuance unless the Board shall direct the giving of such notice.
- (4) At least two days prior to the hearing, the applicant shall file with the Clerk proof, in affidavit form, that such required notice in satisfactory form and substance has been served.

...

**Section 6.** Chapter A319 of the Scarsdale Village Code, Section A319-12 entitled “Notice of public hearing,” concerning the Planning Board’s notice of a public hearing is hereby amended as follows:

§ A319-12 **Notice of public hearing.**

Unless otherwise provided under New York State Law, pPublic notice of any such hearing shall be published by the Clerk in ~~two successive issues of~~ the official newspaper of the Village of Scarsdale, ~~with the first notice published at least once and~~ at least ~~10~~5 days preceding the date of the hearing.

**Section 7.** Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapters 12, 18, 51, 182, 254 and A319 of the Scarsdale Village Code are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

**Section 8.** 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 9.** Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 10.** Effective date.

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

## **PUBLIC HEARING**

### Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, March 12, 2024, at 8:30 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to consider a proposed local law amending Chapter 256 of the Code of the Village of Scarsdale, concerning public sidewalk permits.

Taylor C. Emanuel  
Village Clerk

02/27/2024

LOCAL LAW NO. \_\_\_\_ OF 2024

VILLAGE OF SCARSDALE

BOARD OF TRUSTEES

**PROPOSED LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE  
CONCERNING SANDWICH BOARD SIGNS ON STREETS, SIDEWALKS, AND  
PUBLIC PLACES**

A LOCAL LAW to amend Chapter 256 of the Scarsdale Village Code to authorize the placement of an A-frame sandwich board sign in connection with a validly issued Public Sidewalk permit.

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

**Section 1.** Chapter 256 of the Code of the Village of Scarsdale, Article I, Section 256-1 entitled “Permit required to obstruct” is hereby amended as follows:

§ 256-1 Permit required to obstruct.

- A. No person shall obstruct any street, sidewalk, public easement or other public place without first securing a written permit from the Village Engineer and complying with such regulations affecting obstructions as the Village Engineer may prescribe. The Village Engineer's decision to grant or deny a permit application shall be made within three business days after a completed permit application has been received by the Village. No owner or lessee of any premises in the Village shall permit any goods, wares or merchandise owned or ~~under their controlled by him~~ to be kept, stored, displayed or sold on or directly above any sidewalk adjoining such premises. No owner or lessee of any premises in the Village shall permit any refuse or waste from such premises to be kept or stored on or directly above any sidewalk adjoining such premises without first securing a written permit from the Village Manager and complying with such regulations and restrictions as may be prescribed in such written permit.
- B. Notwithstanding anything contained in Chapter 245 of this Code or Subsection A above to the contrary, any owner or lessee of any premises operated as a retail store, food service establishment or sidewalk café as such terms are defined in this Village Code, or as a nonresidential use occupying any ground floor street-facing space, located in the Village Center and/or adjacent to any retail or food service establishment property in other areas of the Village, shall be permitted to display and/or sell on or directly above any sidewalk

or other public space its goods, an A-frame sandwich board describing the items for sale provided such sign is no larger than thirty-six (36) inches in height and fifteen (15) inches in width, wares or merchandise, food and beverages subject to such owner or lessee obtaining a revocable permit for same from the Village Engineer at the Village Engineer's sole discretion. Further, any owner or lessee of any nonresidential use occupying any space above a ground floor shall be permitted to place, on or directly above any sidewalk or other public space, a table for the pickup or dropoff of goods, wares or merchandise, provided such table shall not impede the view of or access to any ground floor establishment as referenced hereinabove, and subject to such owner or lessee obtaining a revocable permit for same from the Village Engineer at the Village Engineer's sole discretion. Any such permit issued shall be subject to such regulations and restrictions as the Village Engineer deems reasonably necessary for the safe and orderly procession of pedestrian traffic and the general health, safety and welfare of the Village. Such permit shall be subject to any limitations or conditions of any executive order, or equivalent, issued by the Governor of New York or the Westchester County Executive.

~~C. Section 256-1B shall automatically expire on December 31, 2023, unless sooner repealed by the Board of Trustees.~~

## **Section 2.** Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 256 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 there from.

**Section 5. Effective Date.**

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

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &  
Video Conference  
Via Zoom  
February 27, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, February 27, 2024, at Rutherford Hall and via video conference at 8:04 PM.

Present in person were Mayor Arest and Trustees Ahuja, Gans, Gruenberg, Mazer, and Whitestone. Trustee Brew was present via videoconference (Zoom). Also present were Acting Village Manager Marshall, Village Treasurer Scaglione, Village Counsel Ward-Willis, and Village Clerk Emanuel.

\* \* \* \* \*

Mayors Comments

Mayor Arest provided the following comments:

Good evening. I would like to start this meeting by speaking about the tax delinquencies from the 2023 school collection and the timeline of events. My fellow trustees, staff, and I all recognize the distress of receiving notification of late payments and having to pay penalties and interest. We have listened to your comments and concerns, and spent considerable time researching what has happened, and if additional measures can be taken to mitigate this from occurring again. The following information is from the documentation we have been able to collect thus far, detailing the 4 communications sent by the Village to remind residents about paying the school tax bill:

- School bills were mailed on August 30, 2023, at 3:40 p.m. in White Plains by the Village's vendor, Ross Mailing Service. We have verified that Ross Mailing Service received the correct number of bills from the Village, and that the post office received the same number of bills from Ross. In other words, all 4,055 school tax bills were created as PDFs by the Village and both printed and provided to the post office, by the vendor, for delivery to taxpayers.
- On August 25, 2023, all residents who registered to receive a reminder message from the Village's tax notification and payment system were sent an email message from the Village about the school tax bills.
- The Village mailed school tax second installment reminders (not another tax bill) from Village Hall in mid-January.

- The Village sent email reminders to residents of the second payment date on January 11, 2024.
- As you know, we began splitting village and school tax payments in 2020. In the first year of a split school tax, 72.54% of total school taxes levied were collected as of October 31, 2020. We have seen a downward trend in this collection number since that time. The total percentage collected after the first payment was due declined in 2021 to 64.9%, 62.11% in 2022, and 55.64% in 2023. Between October 31, 2023, and December 31, 2023, before the second installments became due, the Town collected \$9,833,187, so that the percentage collected grew from 55.64% to 61.94%. As of January 31, 2024, after the second payment was due, the Village had collected 91.245% of school tax levies. This percentage was 98.12% in 2022, 98.18% in 2021, and 94.11% in 2020.
- Late notices were mailed out by Ross Mailing Service on February 12, 2024, from White Plains at 3:45 p.m. and emailed from Village Hall on February 7, 2024.
- Residents were also sent annual property tax statements for 2023 – county, village, and school taxes - printed on February 7, 2024, and mailed by Ross Mailing Service on February 14, 2024, from White Plains at 3:37 p.m.

The Treasurer also notified me and the board that she had concerns about a low collection rate. Ross Mailing Service has done the printing and mailing of tax bills for Yonkers and Greenburgh for over 30 years. They also do the mailing for many printing houses that handle other Westchester municipality tax bills. The Treasurer's office has been verifying that emails were sent using the office's user interface for that system. Because of complaints from residents who did not receive the emails this year, the Treasurer requested back-end access into the vendor system to verify those emails went out and garner additional details.

Looking at the back-end system, and comparing it to the information normally available in the system to its users, has shown some discrepancies. That is currently being investigated with the vendor. To be clear, this is for emails only. The hard copies are not handled by this system. I should also state that this initial review has confirmed that nothing in the process undertaken by the Treasurer's office for tax collection has changed this year. The same systems have been used as in prior years. When the split payment system was implemented in 2020, taxpayers only received the initial bill. There were no emails or reminders of any kind. The additional steps that exist today were implemented by the current treasurer, Ann Scaglione, once she began her tenure with us for the 2021 tax collection period.

We are continuing to work with the United States Postal Service to learn more about what transpired. One possible theory is that the first mailing took place only about 4 weeks after a car drove into the Golden Horseshoe Post Office. Their operations had to make substantial changes until that location could be reopened. I did not include this in the facts previously because while the accident and closure of that branch are facts, I cannot say with any certainty that the change in operations led to any impact on deliveries.

We did not start this investigation, nor do we continue it, with any preconceived notions. This is not about blame. This is about determining what needs to be addressed, where potential failures occurred, and how we can do better. Even before the 2023 tax collection period began, the Village started working on improvements. This includes the tax collection program, the user interface, and reminders. While I hope this is reassuring to many of you, it does not change anything about what has recently taken place.

When the Village initially discussed allowing split tax payments, former Village Manager Pappalardo was concerned that the result would be deleterious for many residents due to the likelihood of an increase in missed payments. I shared this concern. While I voted yes as a

trustee, I noted that my preference would have been to do a split for a year or two, collect the data, and then revisit the issue. The data is clear that penalties have gone up dramatically since payments were allowed to be split beginning in 2020. I think we may want to revisit this in the coming weeks, at least for the Village tax payment, and decide with the community if bringing that back to one payment might be a wise option. Just looking at the raw numbers, the average annual penalties collected for tax delinquencies from the 2014-2015 fiscal year through 2019-2020 was \$496,639. Over the last 4 years, which includes approximately what is expected for the current fiscal year, that average is \$1,781,876.

Again, the split was done with the hope of helping taxpayers during the pandemic. No one in Village Hall or on this dais benefits from penalties. We go through intensive budget review every year before this Board votes on the budget for the upcoming fiscal year, and work to match the needs of our community with our financial resources. We would much prefer not to have this money as a revenue source. The laws regarding the collection of property taxes are governed by the New York State Real Property Tax Law, which is applied uniformly across the State, and the Westchester County Administrative Code, which applies to all municipalities in Westchester. There is no Scarsdale Village Law governing the collection of taxes. This investigation continues. We are working with our counsel, as well as elected representatives, to determine the universe of options available to us. When there's more information to share, I will do so. We appreciate your patience. Thank you.

\* \* \* \* \*

### Manager's Comments

Acting Village Manager Marshall provided the following comments:

“Firstly, I wanted to highlight that starting tomorrow, Con Edison will begin the replacement of a vintage 4” diameter steel gas main including several customer service lines along Spencer Place between Boniface Circle and Harwood Court. During this work, traffic will be able to continue through Spencer Place with some restricted parking and partial lane closures. The work is anticipated to take two weeks, followed by an additional week of restoration, weather permitting. This project will occur between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. As work progresses, there will be restrictions on street parking adjacent to the work zone. Police personnel will also be on site for the duration of the project to further assist with traffic control. Any questions or concerns about this project should be directed to Con Edison’s Supervisor Santos Ramos at 1-929-637-4102, or by e-mail at [RamosS@coned.com](mailto:RamosS@coned.com). You may also contact Con Edison’s Westchester Regional & Community Affairs Office at 1-914-925-6361, or by email at [dl-WestchesterRCA@coned.com](mailto:dl-WestchesterRCA@coned.com).

I also wanted to mention that during our work session this evening, we had a water department operational update, which included discussion on the upcoming Crossway Water Main Replacement project. Construction is anticipated to begin March 25 on Crossway from Weaver Street to Mamaroneck Road. During this construction, the village’s contractor will be replacing the existing water main with a new pipe in segments, with an anticipated project completion date in November. Water service should not be impacted except for a few hours towards the project’s completion. The Village Manager’s office is working closely with the water department to give affected homeowners advanced notice as well as other public communications to inform the

public of any traffic changes or inconveniences concerning this project. We will also be posting a proposed construction schedule on the Village website in the near future.

National Metering Servicing, Inc. has been contracted by the Village to replace the remaining T-Pad water meters in the Village, which will enhance the Village's ability to take faster and more accurate meter reads. This process involves National Meter Servicing reaching out to Scarsdale Water Customers to make appointments to come to their home and swap out their old T-Pad meter with a new radio meter. Both the Village and the Contractor has reached out via direct mail to affected customers, and there is information about this project on the home page scarsdale.com, as well as copies of the letters. If you have received one of these letters, please be sure to contact the number on your letter and schedule your appointment today. That number is 1-888-448-0009. Thank you."

\* \* \* \* \*

### Public Comment

The following members of the public commented on recent tax delinquencies and discrepancies with 2023 tax collection:

Howard Berk; 9 Reimer Road  
Chaowei Huang; 38 Lawrence Road  
Ling Wanma; 12 Cooper Road  
Robert Berg; 19 Carriage House Lane, Mamaroneck, NY  
Nicole Lemerond; 3 Murray Hill Road,  
Gerald Silk; 17 Burgess Road  
Andrew Ward; 29 Cooper Road,  
Elizabeth Ward; 29 Cooper Road  
Keely Mann; 23 Cooper Road  
Junaid Chida; 187 Fox Meadow Road  
Sheetal Mehta; 74 Drake Road

\* \* \* \* \*

### Trustee Liaison Reports

Deputy Mayor Whitestone reported that he and Acting Village Manager Marshall attended the annual meeting of community partners at Scarsdale Edgemont Family Counseling Service Aging in Place Initiative earlier in the day. Stacey Cook, Director of the Aging in Place Initiative presented. The organization is quite active, having regular events for seniors, information referral services, education information programs, and focused activity programs. Attendance has been strong, bringing in attendance of up to 80 people at a time at their events. The Village partners with the Scarsdale Edgemont Counseling Service on the Aging in Place

Initiative and look forward to the initiative successfully encouraging seniors to age in place and continue to contribute to our community.

\* \* \* \* \*

Trustee Ahuja reported that on Friday, March 1, 2024, the Friends of the Scarsdale Library Spelling Bee will be held at 7:30 pm in the auditorium at Scarsdale High School. Spectators and spellers of all ages are welcome. Tickets are available for purchase online or at the door. There is still time to vote for the Library for Best of Westchester awards and ballots are being accepted through March 6, 2024 at 5 pm. Teen Services is offering Bingo on Saturday, March 2, 2024 at 3 pm. There will be refreshments and a chance to win prizes. Although the event was designed with seniors in mind, participants as young as 10 years of age are welcome. Potential participants can register through the Library calendar online. The Library will be hosting a Property Tax Exemption discussion with Town and Village Assessor Victoria Sirota on March 14, 2024 from 11 am to 1 pm.

\* \* \* \* \*

Trustee Mazer reported that the Westchester Medical Center and Scarsdale Edgemont Family Counseling Service are sponsoring a very interesting presentation for the senior community regarding the importance of understanding and addressing mental health issues in elderly populations. It is a virtual event scheduled for Thursday, February 29, 2024 from 11:30 am to 12:30 pm. Those interested in attending can rsvp by emailing Stacey Cook at [scook@sfcinc.org](mailto:scook@sfcinc.org).

\* \* \* \* \*

Trustee Gruenberg reported that the Advisory Council on Communications has reinvigorated the Scarsdale Official Newsletter that will be going out every Friday following a village board meeting, and possibly every Friday in the future. Members of the community are encouraged to sign up for notifications to receive information and updates on what is going on in the village.

\* \* \* \* \*

### Bills

Trustee Gruenberg reported that she had audited the Abstract of Claims dated February 27, 2024, in the amount of \$820,408.06 which includes \$15,186.49 in Library Claims previously audited by a Trustee of the Library Board.

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

RESOLVED, that the Abstract of Claims dated February 27, 2024, in the amount of \$820,408.06 is hereby approved.

\* \* \* \* \*

Consent Agenda

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Mazer, the following items were approved unanimously:

- Approval of Minutes from February 13, 2024 Village Board Meeting
- Resolution regarding Notice of Time Change for the March 12, 2024 and the March 26, 2024 Regular Board of Trustees Meetings
- Resolution regarding Authorization to Execute an Intermunicipal Agreement with Westchester County for the use of Voting Machines
- Resolution Calling for an Increase in Aid and Incentives for Municipalities (AIM) Funding

\* \* \* \* \*

Upon a motion entered by Trustee Gruenberg, seconded by Deputy Mayor Whitestone, and approved unanimously; the agenda was amended to include a resolution regarding Authorization to Execute a Professional Services Agreement with Hill International Technical Services, Inc. to Provide Owner's Rep and Construction Management Services for the Pool Complex Reconstruction Project.

\* \* \* \* \*

Trustee Ahuja

Upon motion entered by Trustee Ahuja and seconded by Trustee Gruenberg; the following resolution regarding a Proposed Local Law Authorizing a Real Property Tax Levy in excess of the New York State Cap; was approved by the vote indicated below:

WHEREAS, the Village Board has considered a proposed local law authorizing a real property tax levy in excess of the New York State cap; and

WHEREAS, a duly noticed public hearing was held on this proposed local law on February 13, 2024; now, therefore, be it

RESOLVED, that the Village Board hereby adopts the proposed local law authorizing a real property tax levy in excess of the New York State cap.

AYES

Trustee Ahuja  
Trustee Brew  
Trustee Gans  
Trustee Gruenberg  
Trustee Mazer  
Deputy Mayor Whitestone  
Mayor Arest

NAYS

ABSENT

\* \* \* \* \*

Upon motion entered by Trustee Ahuja, and seconded by Trustee Gruenberg, the following resolution regarding Authorization to Execute a Professional Services Agreement with Hill International Technical Services, Inc. to Provide Owner’s Rep and Construction Management Services for the Pool Complex Reconstruction Project; was approved unanimously:

- WHEREAS, the Scarsdale Pool Complex, located at 311 Mamaroneck Road, is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible; and
- WHEREAS, to support the design and construction of a new, seasonal aquatics facility to replace the existing municipal pool complex the Village of Scarsdale prepared a Request for Proposals (RFP) for Owner’s Rep and Construction Management Services; and
- WHEREAS, on September 08, 2023 the Village sent out the RFP to multiple firms that specialize in Owner’s Rep and Construction Management Services, and the RFP was advertised on the Empire State online Bid System; and
- WHEREAS, on the RFP due date of October 03, 2023, five firms submitted proposals, which were reviewed by a Village-formed committee consisting of representatives from the Board of Trustees, members of the Ad Hoc Pool Redevelopment Advisory Council, and Village staff; and
- WHEREAS, all proposals were evaluated, taking into consideration the firm’s depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services and Construction Management Services; and
- WHEREAS, the Committee interviewed all five firms and after in-depth reference checks selected Hill International, New York, NY with proposed fees of

\$746,429 for Preconstruction Services and \$1,161,885 for Construction Management Services; and

WHEREAS, on February 13, 2024, the Board of Trustees of the Village of Scarsdale adopted a resolution to authorize a Professional Services Agreement with Hill International, Inc. and now seeks to amend that resolution to authorize a Professional Services Agreement with Hill International Technical Services, Inc., which is New York subsidiary of Hill International, Inc. to provide Owner's Rep and Construction Manager Services for the Pool Complex Reconstruction Project; and now therefore be it

RESOLVED, that the February 13, 2024 resolution of the Village Board of Trustees to authorize a Professional Services Agreement with Hill International, Inc. is hereby amended to authorize the Village Manager to execute a professional services agreement in substantially the same form as attached hereto, with Hill International Technical Services Inc., One Penn Plaza, New York, NY 10119, to provide Preconstruction Services and Construction Management Services for the Scarsdale Pool Complex Reconstruction Project at a cost of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management services, with authorization to proceed with Preconstruction Services only; and be it further

RESOLVED, that costs associated with this work be charged to Pool Project Account H-7197-964 2024-122; and be it further

RESOLVED that the Village Board of Trustees authorizes the Village Manager to undertake any administrative acts required pursuant to the terms of the agreement.

\* \* \* \* \*

Trustee Brew

Upon motion entered by Trustee Brew and seconded by Trustee Gruenberg; the following resolution regarding Authorization to Enter into a Memorandum of Understanding with Con Edison for the Fox Meadow and Fenimore Road Water and Sewer Project; was approved unanimously:

WHEREAS, the Consolidated Edison Company of New York, Inc. ("Con Edison"), has been installing a new 36-inch diameter steel gas main through the Village of Scarsdale as part of its Scarsdale Transmission Project; and

WHEREAS, the Town/Village of Scarsdale (the "Village") owns an underground 24-inch water main and 20-inch sewer main which

intersects with the Con Edison gas main at the intersections of Fox Meadow and Fenimore Road; and

WHEREAS, the Village and Con Edison have engaged in discussions which would provide that the Village relocates its water main to a lower depth, making room for the new Con Edison gas main, as well as the replacement and/or relocation of sewer main depending on its condition (relining of the sewer main is anticipated at a minimum); and

WHEREAS, pursuant to the terms of a proposed Memorandum of Understanding, Con Edison would reimburse the Village for all costs associated with replacing/relocating the water and sewer mains; now therefore be it

RESOLVED, the Scarsdale Board of Trustees hereby authorize the Village Manager to execute the Memorandum of Understanding with Con Edison, subject to approval by Village Counsel as to form; and be it further

RESOLVED, the Acting Village Manager is hereby authorized to undertake any administrative actions necessary to effectuate the Memorandum of Understanding.

\* \* \* \* \*

Upon motion entered by Trustee Brew and seconded by Trustee Gruenberg; the following resolution regarding Authorization to Execute Professional Service Agreement with Woodard & Curran; was approved unanimously:

RESOLVED, the Village Manager is hereby authorized to execute the Professional Service Agreement between the Village and Woodard & Curran Engineering and Geological Services P.A. P.C. 800 Westchester Avenue, Suite N507 Rye Brook, New York 10573, to provide Professional Engineering Services related to the Fox Meadow Road Gas Main Project at an additional cost not to exceed \$24,470; and be it further

RESOLVED, that the Village Manager is authorized to undertake all administrative acts pursuant to the agreement

\* \* \* \* \*

Trustee Gruenberg

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Gans; the following resolution Calling for a Public Hearing on a Proposed Local Law Amending Chapter

256 of the Scarsdale Village Code Concerning Public Sidewalk Permits; was approved unanimously:

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale at 8:30 PM on Tuesday, March 12, 2024, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, New York, and via Zoom video conferencing service to consider a proposed local law to amend Chapter 256 Village Code concerning public sidewalk permits; and be it further

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

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

\* \* \* \* \*

Trustee Gans

Upon motion entered by Trustee Gans, and seconded by Trustee Whitestone; the following resolution Calling for a Public Hearing on a Proposed Local Law to Amend the Scarsdale Village Code Concerning Newspaper Publication; was approved unanimously:

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale at 8:30 PM on Tuesday, March 12, 2024, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, New York, and via Zoom video conferencing service to consider a proposed local law to amend Chapters 12, 18, 51, 182, 254 and A319 of the Scarsdale Village Code, entitled "A PROPOSED LOCAL LAW TO AMEND THE SCARSDALE CODE CONCERNING NEWSPAPER PUBLICATION," concerning newspaper notice publication requirements in advance of a public hearing; and be it further

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

RESOLVED, that the Village Clerk is hereby directed to publish notice of such in the official newspaper of the Village of Scarsdale at least 10 days prior to the day fixed for such public hearing.

\* \* \* \* \*

Upon motion entered by Trustee Gans, and seconded by Trustee Gruenberg; the following resolution Calling for a Public Hearing on a Proposed Local Law to Amend the Rules and Procedures of certain Village of Scarsdale Land Use Boards; was approved unanimously:

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale at 8:30 PM on Tuesday, March 12, 2024, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, New York, and via Zoom video conferencing service to consider a proposed local law entitled, "PROPOSED LOCAL LAW TO AMEND THE RULES AND PROCEDURES OF CERTAIN SCARSDALE LAND USE BOARDS" to amend Chapters 18, 77 and 182 of the Scarsdale Village Code in relation to the appointments of members to the Board of Architectural Review, the Committee on Historic Preservation, and the time period for consideration of matters referred to the Planning Board.; and be it further

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

RESOLVED, that the Village Clerk is hereby directed to publish notice of such in the official newspaper of the Village of Scarsdale at least 10 days prior to the day fixed for such public hearing.

\* \* \* \* \*

Upon motion entered by Trustee Gans, and seconded by Trustee Whitestone; the following resolution Regarding the Board of Trustees Findings in the Matter of the Appeal of the Decision of the Committee on Historic Preservation's Denial of the Application for a Certificate of Appropriateness for Property Located at 27 Woods Lane; was approved unanimously:

WHEREAS, 27 Woods Ln LLC (the "Applicant") submitted an application for a Certificate of Appropriateness ("COA") to the Village of Scarsdale (the "Village") Committee for Historic Preservation ("CHP" or the "Committee") for the complete demolition of the home located at 27 Woods Lane, Scarsdale, New York, being known and designated on the tax map of the Village of Scarsdale as Section 12; Block 08; Lot 12 ("Premises"), ("Application");

WHEREAS, pursuant to Chapter 182 of the Village Code, the CHP by decision dated October 31, 2023, denied an application seeking approval of a certificate of appropriateness to demolish certain structures located at the Premises;

WHEREAS, pursuant to Village Code Section 182-11, the Applicant appealed the CHP's decision to the Board of Trustees, via notice of appeal dated December 1, 2023;

WHEREAS, on February 6, 2024, the Board of Trustees held a duly noticed meeting at which time it heard said appeal;

WHEREAS, on February 27, 2024, the Board of Trustees at which time it continued its deliberations in executive session at a duly noticed meeting; now, therefore be it,

RESOLVED, that the Board of Trustees hereby adopts the Findings which are annexed hereto and incorporated herein, denying the 27 Woods Ln LLC's appeal for a certificate of appropriateness to demolish the home at 27 Woods Lane, Scarsdale, New York, being known and designated on the tax map of the Village of Scarsdale as Section 12; Block 08; Lot 12.

\* \* \* \* \*

Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Trustee Brew, the following resolution regarding Conveying the Life Saving Medal to Sergeant Daniel McGinn; was approved unanimously:

WHEREAS, the members of the Scarsdale Police Department are relied upon to protect and assure the safety and welfare of the citizens of the Village of Scarsdale and when a police officer performs their duties in an especially professional and outstanding manner, such conduct should be commended; and

WHEREAS, on March 13, 2020, the department received a E911 call requesting immediate response to 109 Mamaroneck Road, on a report of an unresponsive male; and

WHEREAS, Officer McGinn arrived on scene in less than 2 minutes and observed the unresponsive male laying face down in a constricted area of the bathroom; and

WHEREAS, immediately recognizing the seriousness of the situation, Officer McGinn, evaluated the aided and found him to be without a pulse, initiating CPR and continued until Scarsdale Ambulance Corps personnel were able to begin advance life support measures; and

WHEREAS, Officer McGinn and SVAC personnel successfully resuscitated the patient; and

WHEREAS in the professional opinion of David Raizen, Paramedic and President of SVAC, the actions of the Officer McGinn and the Scarsdale Volunteer Ambulance personnel saved the aided's life, especially Officer McGinn's quick evaluation and administration of CPR prevented the death of the aided; and

WHEREAS the Police Department Awards Committee has recommended that Sergeant McGinn receive the department's Life Saving Medal; now, therefore, be it

RESOLVED, that the Village Board hereby endorses Chief Matturro's recommendation to convey the Life Saving Medal upon Sergeant Daniel McGinn.

\* \* \* \* \*

Upon motion entered by Trustee Mazer, and seconded by Trustee Gruenberg, the following resolution regarding Conveying the Honorable Service Medal to Police Officer Aiden Sullivan; was approved unanimously:

WHEREAS, the members of the Scarsdale Police Department are relied upon to protect and assure the safety and welfare of the citizens of the Village of Scarsdale and when a police officer performs their duties in an especially professional and outstanding manner, such conduct should be commended; and

WHEREAS, on July 19, 2020, Police Officer Aiden Sullivan was conducting larceny patrol on Brookby Road, an area that had been the target for larcenies from vehicles as well as vehicle thefts; and

WHEREAS, Officer Sullivan observed a vehicle parked and occupied by numerous individuals with its engine running and amber lights illuminated; and

WHEREAS, upon driving closer to the vehicle, it drove away at a high rate of speed prompting Officer Sullivan to conduct a computer check of the remigration revealing that the vehicle was stolen out of Elizabeth, New Jersey; and

WHEREAS, Officer Sullivan, having transmitted this information to other patrol units, began to follow the vehicle southbound on the Hutchinson River Parkway where he was able to have the vehicle stop; and

WHEREAS, Officer Sullivan conducted a felony stop taking seven occupants to police headquarters for further investigation, with the assistance of other officers; and

WHEREAS Officer Sullivan charged the driver with possession of stolen property and gathered valuable field investigation information on the remaining occupants; and  
WHEREAS the Police Department Awards Committee has recommended that Officers Sullivan receive the department's Honorable Service Medal; now, therefore, be it  
RESOLVED, that the Village Board hereby endorses Chief Matturro's recommendation to convey the Honorable Service Medal to Police Officer Aiden Sullivan.

\* \* \* \* \*

Upon motion entered by Trustee Mazer, and seconded by Trustee Gruenberg, the following resolution regarding Conveying the Meritorious Service Medal to Police Officers Christopher Sordellini and Anthony Mery; was approved unanimously:

WHEREAS, the members of the Scarsdale Police Department are relied upon to protect and assure the safety and welfare of the citizens of the Village of Scarsdale, and when a police officer performs their duties in an especially professional and outstanding manner, such conduct should be commended; and  
WHEREAS, on August 23, 2020, Police Officer Christopher Sordellini responded to the area of Saxon Woods Road on a report of a male menacing others with a firearm, by pointing a handgun at passing motorists; and  
WHEREAS, Officer Sordellini canvassed the area, finding an individual fitting the description of the male, reportedly pointing a gun, in a driveway on Saxon Woods Road; and  
WHEREAS, Officer Sordellini instructed the male, who began to perform furtive movements, to show his hands, while at this time, Police Officer Anthony Mery arrived at the scene and began assisting Officer Sordellini who had now observed a handgun protruding from the individual's shirt; and  
WHEREAS, the individual who was resisting Officers Sordellini and Merry, reached for the gun with both hands, Officer Sordellini was able to take control of the gun, removing the magazine and several rounds of ammunition; and  
WHEREAS Officers Sordellini and Mery were able to handcuff the individual and take him into custody without injury to the individual or the public; and  
WHEREAS the Police Department Awards Committee has recommended that Officers Sordellini and Mery receive the department's Meritorious Service Medal; now, therefore, be it

RESOLVED, that the Village Board hereby endorses Chief Maturro's recommendation to convey the Meritorius Service Medal to Police Officer Christopher Sordellini and Officer Anthony Mery.

\* \* \* \* \*

Upon motion entered by Trustee Mazer, and seconded by Trustee Brew, the following resolution regarding Conveying Administrative Recognition to Sergeant Eric LoGiudice and Sergeant Brett Purpura; was approved unanimously:

WHEREAS, the members of the Scarsdale Police Department are relied upon to protect and assure the safety and welfare of the citizens of the Village of Scarsdale, and when a police officer performs their duties in an especially professional and outstanding manner, such conduct should be commended; and

WHEREAS, on May 27, 2020, SPD received a request from the Westchester County Police to assist with an active pursuit stolen vehicle traveling westbound on Mamaroneck Rd in the vicinity of the Scarsdale Middle School at which time Police Officer McGinn attempted two felony car stops which the operator evaded, causing Sgt. LoGiudice to call off the pursuit in the interest of public safety; and

WHEREAS, Sergeant LoGiudice coordinated the large search efforts by establishing Incident Command while deliberately directing the search and reported back to headquarters all pertinent information to keep police and residents aware of the police activities; and

WHEREAS, Sergeant Purpura canvassed the area and monitored radio transmissions of the latest sightings of the suspect, and directed his search on Morris Lane in an area he believed the suspect would have to pass; and

WHEREAS, Sergeant Purpura observed an individual perfectly fitting the description of the suspect, tactically drove past the suspect, exited his vehicle, and consequently placed the suspect in handcuffs; and

WHEREAS, the suspect was positively identified as the operator of the stolen vehicle and turned over to the custody of the Westchester County Police; and

WHEREAS, the Police Department Awards Committee has recommended that Sergeant LoGiudice and Sergeant Purpura receive Administrative Recognition; now, therefore, be it

RESOLVED, that the Village Board hereby endorses Chief Maturro's recommendation to convey Administrative Recognition to Sergeant Eric LoGiudice and Sergeant Officer Brett Purpura.

\* \* \* \* \*

Deputy Mayor Whitestone

Upon motion entered by Deputy Mayor Whitestone, and seconded by Trustee Gruenberg, the following resolution regarding Repealing All of a Portion of Certain Unexpended Bond Authorizations; was approved by the vote indicated below:

BE IT RESOLVED, by the Board of Trustees of the Village of Scarsdale, Westchester County, New York, as follows:

Section 1. It is hereby determined, pursuant to Section 41.00 of the Local Finance Law, that the authorized but unissued amount under the following bond resolution is hereby repealed to the extent provided below, provided, however, that nothing herein shall affect the future issuance of bonds or notes under any remaining portions of such authorizations hereafter, or any bonds or notes previously issued:

BOND RESOLUTION DATED MARCH 23, 2010. A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,425,000 BONDS OF THE VILLAGE OF SCARSDALE, WESTCHESTER COUNTY, NEW YORK, TO PAY THE \$3,190,000 ESTIMATED MAXIMUM COST OF THE SOUTH MEADOWBROOK DRAINAGE PROJECT AND THE \$4,235,000 ESTIMATED MAXIMUM COST OF THE SHELDRAKE RIVER DRAINAGE PROJECT, IN AND FOR SAID VILLAGE.

All of the remaining \$1,550,000 unissued amount for the South Meadowbrook drainage project is hereby repealed.

All of the \$4,235,000 unissued amount for the Sheldrake River drainage project is hereby repealed.

Section 2. This resolution takes effect immediately.

AYES

NAYS

ABSENT

Trustee Ahuja  
Trustee Brew  
Trustee Gans  
Trustee Gruenberg  
Trustee Mazer  
Deputy Mayor Whitestone  
Mayor Arest

\* \* \* \* \*

Public Comment

Jim Detmer; 29 Woods Lane, expressed appreciation to the Village Board for their work done relative to the 27 Woods Lane appeal.

Howard Berk; 9 Reimer Road, sought clarification on the level of recourse that will be taken to address resident concerns regarding the 2023 tax discrepancies.

Denis Ziman; 5 Reimer Road, believes that the Village and Board of Trustees should be more transparent and employ an independent firm to investigate the matter regarding the tax bill discrepancies.

\* \* \* \* \*

Written Communications

Village Clerk Emanuel reported that one (1) communication has been received since the last Board of Trustees meeting:

- An email from Amber Yusuf regarding Weekly Recycling Pickup

\* \* \* \* \*

Future Meeting Schedule

- Tuesday, March 5, 2024 – 4:00 PM – Village Board Work Session
- Tuesday, March 12, 2024 – 8:30 PM – Village Board Regular Meeting
- Tuesday, March 26, 2024 – 7:30 PM – Agenda Committee
- Tuesday, March 26, 2024 – 8:00 PM – Village Board Regular Meeting

\* \* \* \* \*

There being no further business to come before the Board, the meeting was immediately adjourned at 9:28 PM on a motion entered by Trustee Gruenberg, seconded by Trustee Mazer, and carried unanimously.

Respectfully submitted,

---

Taylor C. Emanuel  
Village Clerk

**RESOLUTION RE:     AWARD OF A CONTRACT FOR THE PURCHASE  
                          OF A FORD F-550 SUPER DUTY**

**WHEREAS,**           New York State General Municipal Law, Section 103, authorizes the Village of Scarsdale to “piggyback” on contracts let by the United States, or any agency thereof, or by any state or any other political subdivision or district therein, provided said contract was let in a manner that is consistent with State Law competitive bidding procedures, and further, that provision was made in the underlying bid documents enabling municipalities to utilize said bid award thereby eliminating the need for competitive bidding by the Village; and

**WHEREAS,**           Sourcewell let and awarded Sourcewell Contract #091521-NAF for automobiles, SUVs, vans, and light trucks with related equipment and accessories in a manner consistent with New York’s competitive bidding procedures on the basis of best value to National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California; and

**WHEREAS,**           the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

**WHEREAS,**           the Department of Public Works has reviewed the Contract #091521-NAF from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of a 2024 Ford F-550 Super Duty XL Dump Body w/Liftgate; now, therefore, be it

**RESOLVED,**           that the Scarsdale Board of Trustees authorizes the Village Manager to “piggyback” off of Sourcewell Contract #091521-NAF to purchase the aforementioned 2024 Ford F-550 Super Duty XL Dump Body w/Liftgate vehicle, in substantially the same form and terms as the underlying Sourcewell Contract #091521-NAF as attached hereto, from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California, as well as the accessory equipment through its regional vendor, Dejana Truck and Utility Equipment, 490 Pulaski Road, Kings Park, NY 11754, in the amount of \$84,603.26; and be it further

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

Date:                    March 12, 2024



**To:** Alexandra Marshall, Acting Village Manager

**From:** Tyler Seifert, Department of Public Works

**Date:** Tuesday, March 05, 2024

**RE:** Sourcewell Ford F550 Purchase

**MEMORANDUM**  
Department of Public Works

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In accordance with fleet maintenance standards, the Villages vehicle & equipment retirement schedule program and the adopted FY 23/24 budget, the purchase of a new Ford F550 truck is needed. Once the Village receives the new F550, the old one will be put up for auction pursuant to Village Policy #202. This is to authorize the purchase of the Ford F550.

The Ford will be purchased from National Auto Fleet Group which is an authorized dealer under Sourcewell Contract # 091521-NAF. The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value. National Auto Fleet was the highest ranked bidder for this contract.



## **Solicitation Number: RFP #091521**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:  
*Jesse Cooper*  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/4/2021 | 1:34 PM CDT

# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

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## Vendor Details

Company Name: 72 HOUR LLC  
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group  
Address: 490 Auto Center Drive  
Watsonville, CA 95076  
Contact: Jesse Cooper  
Email: Jcooper@nationalautofleetgroup.com  
Phone: 951-440-0585  
Fax: 831-840-8497  
HST#: 263297677

## Submission Details

Created On: Tuesday August 24, 2021 16:34:10  
Submitted On: Tuesday September 14, 2021 14:10:21  
Submitted By: Jesse Cooper  
Email: Jcooper@nationalautofleetgroup.com  
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76  
Submitter's IP Address: 76.81.241.2

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190  State of Florida License Certificates:  VF/1000974/4  VF/1000950/1  VF/1046516/1  VF/1024619/2  VF/1024619/1  VF/1018615/1  VF/1021891/1  VF/1000974/3  VF/1105916/1  VF/1020705/1  VF/1000969/1  CA State Seller's Permit 101-135239  CA State Seller's Permit 245364864-00001  Department of Motor Vehicle, Vehicle Dealer/ License Number 97772  Department of Motor Vehicle, Vehicle Dealer License Number 97771  Department of Motor Vehicle, Vehicle Dealer License Number 43609  Bureau of Automotive repair Registration # ARD00296319 123120  CA State Seller's Permit 232781952-00001  City of Watsonville Business License Number 1792  City of Watsonville Business License Number 4358  Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138  California General Resale Certificate  Dun &amp; Bradstreet Number: 023680653  Government of The District of Columbia Certificate  Government of the District of Columbia Tax Registration # 7815888160711  City of Los Angeles Tax Registration  Government of The District of Columbia CLEAN HANDS CERTIFICATION  San Diego Freightliner Seller's Permit  Commonwealth of Virginia State Corporation Commission Certificate  State of Maryland Good Standing Certificate  Kansas Department of Revenue for Kansas City Peterbilt  New Jersey Department of Treasury Registration Certificate  New Jersey Business Registration  Notice of Compliance of the Canton City Codified Ordinance  Employee Information Report for the State of New Jersey  State of Maryland New Sales and Use tax License  CA State Seller's Permit 98-037902 00006  South Carolina Department of Motor Vehicles License Number 36133  State of South Carolina Retail License  Commonwealth of Kentucky Vehicle Dealer License 1583 20 100  State of West Virginia Dealer License  Commonwealth of Kentucky Vehicle Dealer License 1581 20 036  State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a>. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they buy.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website <a href="http://www.NAFGPartner.com">www.NAFGPartner.com</a> was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:                      We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website [www.nafgpartner.com](http://www.nafgpartner.com) is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

<p>36</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
<p>37</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip  Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
  - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
  - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
  - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
  - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
  - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
  - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521</b> Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521</b> Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521</b> Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521</b> Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-6572 • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

1/31/2024  
 2/1/2024 Re-Configured

Quote ID: **27525 R1**

Order Cut Off Date: **TBA**

Mr Tyler Seifert  
 Village of Scarsdale  
 25 Ramsey Rd  
 Scarsdale, New York, 10583

Dear Tyler Seifert,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" CA, Rugby 9' YD Dump Body w/Liftgate + Handling \$2500.00)** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$62,485.00	\$60,748.26	2.779 %	\$1,736.74
Rugby 9' YD Dump Body w/Liftgate + Handling \$2500.00	\$23,855.00	\$23,855.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$84,603.26		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
 Account Manager  
 Email: Fleet@NationalAutoFleetGroup.com  
 Office: (855) 289-6572  
 Fax: (831) 480-8497

Quoting Department  
 Account Manager  
 Fleet@NationalAutoFleetGroup.com  
 (855) 289-6572



**GMC**

**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**11/16/2021**

**Resolution No. 2021-27**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nage1  
and the following voted in favor: (list names here)  
wilson, Zylka, Nage1, Thomas, Arts, Kircher  
and the following voted against: (list names here or "NONE")  
None  
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
*Sara Nagel*  
CF62F09F8AFC4BB...

**Clerk to the Board of Directors**

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - November 2021**
**CONSENT AGENDA ITEMS**
**Requesting Board permission to Solicit the following categories:**


**Requesting Board permission to Re-Solicit the following categories:**

 Fleet Management Services  
 Medical Supply Catalog Solutions

**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
Active Deployment Systems, Inc.	081721-ADP	"Restroom and Shower Facility Solutions"
Comac Corp./Niu Toilet	081721-NIU	"Restroom and Shower Facility Solutions"
CXT, Inc.	081721-CXT	"Restroom and Shower Facility Solutions"
Public Restroom Company	081721-PRM	"Restroom and Shower Facility Solutions"
Romtec, Inc.	081721-RMT	"Restroom and Shower Facility Solutions"
Michelin North America, Inc.	082521-MLN	"Tires with Related Equipment and Supplies"
United Parcel Service, Inc.	090121-UPS	"Express Courier and Ground Delivery Logistics Services"
National Auto Fleet Group	091521-NAF	"Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"

**CONTRACT EXTENSIONS**

Supplier Name	Contract Number	Solicitation Title
The Goodyear Tire & Rubber Company	102517-GTC	"Tires and Related Equipment, Supplies and Services"

**NEW ezIQC CONTRACTS**

Company Name	Contract Number	State - Region - Type of Work
Foti Contracting LLC	OH-R1-GC01-102021-FCL	State of Ohio - Region 1 - General Contracting
F.H. Paschen	OH-R1-GC02-102021-FHP	State of Ohio - Region 1 - General Contracting
Place Services, Inc.	OH-R1-GC03-102021-PLA	State of Ohio - Region 1 - General Contracting
Centennial Contractors Enterprises	OH-R1-GC04-102021-CCE	State of Ohio - Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R1-GC05-102021-JLC	State of Ohio - Region 1 - General Contracting
The Lusk Group	OH-R1-GC06-102021-LUS	State of Ohio - Region 1 - General Contracting
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	State of Ohio - Region 1 - HVAC/Mechanical
Air Force One	OH-R1-HVAC02-102021-AFO	State of Ohio - Region 1 - HVAC/Mechanical
Place Services, Inc.	OH-R1-E01-102021-PLA	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-E02-102021-LUS	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-RW01-102021-LUS	State of Ohio - Region 1 - Roofing/Waterproofing
The Lusk Group	OH-R1-PA01-102021-LUS	State of Ohio - Region 1 - Paving/Asphalt
The Lusk Group	OH-R1-C01-102021-LUS	State of Ohio - Region 1 - Concrete
The Lusk Group	OH-R1-CC01-102021-LUS	State of Ohio - Region 1 - Civil Contracting
Foti Contracting LLC	OH-R2-GC01-102021-FCL	State of Ohio - Region 2 - General Contracting
Centennial Contractors Enterprises	OH-R2-GC02-102021-CCE	State of Ohio - Region 2 - General Contracting
F.H. Paschen	OH-R2-GC03-102021-FHP	State of Ohio - Region 2 - General Contracting
Place Services, Inc.	OH-R2-GC04-102021-PLA	State of Ohio - Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC05-102021-JLC	State of Ohio - Region 2 - General Contracting
Genesis 1 Construction	OH-R2-GC06-102021-GNS	State of Ohio - Region 2 - General Contracting
The Lusk Group	OH-R2-GC07-102021-LUS	State of Ohio - Region 2 - General Contracting
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	State of Ohio - Region 2 - General Contracting
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	State of Ohio - Region 2 - HVAC/Mechanical
Air Force One	OH-R2-HVAC02-102021-AFO	State of Ohio - Region 2 - HVAC/Mechanical
Place Services, Inc.	OH-R2-E01-102021-PLA	State of Ohio - Region 2 - Electrical
G & B Electric Co	OH-R2-E02-102021-GBE	State of Ohio - Region 2 - Electrical
The Lusk Group	OH-R2-RW01-102021-LUS	State of Ohio - Region 2 - Roofing/Waterproofing
The Lusk Group	OH-R2-PA01-102021-LUS	State of Ohio - Region 2 - Paving/Asphalt
The Lusk Group	OH-R2-C01-102021-LUS	State of Ohio - Region 2 - Concrete
The Lusk Group	OH-R2-CC01-102021-LUS	State of Ohio - Region 2 - Civil Contracting
Foti Contracting LLC	OH-R3-GC01-102021-FCL	State of Ohio - Region 3 - General Contracting

## APPENDIX A Continued

Centennial Contractors Enterprises	OH-R3-GC02-102021-CCE	State of Ohio - Region 3 - General Contracting
F.H. Paschen	OH-R3-GC03-102021-FHP	State of Ohio - Region 3 - General Contracting
Place Services, Inc.	OH-R3-GC04-102021-PLA	State of Ohio - Region 3 - General Contracting
The Lusk Group	OH-R3-GC05-102021-LUS	State of Ohio - Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC06-102021-JLC	State of Ohio - Region 3 - General Contracting
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	State of Ohio - Region 3 - HVAC/Mechanical
Air Force One	OH-R3-HVAC02-102021-AFO	State of Ohio - Region 3 - HVAC/Mechanical
Place Services, Inc.	OH-R3-E01-102021-PLA	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-E02-102021-LUS	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-RW01-102021-LUS	State of Ohio - Region 3 - Roofing/Waterproofing
The Lusk Group	OH-R3-PA01-102021-LUS	State of Ohio - Region 3 - Paving/Asphalt
The Lusk Group	OH-R3-C01-102021-LUS	State of Ohio - Region 3 - Concrete
The Lusk Group	OH-R3-CC01-102021-LUS	State of Ohio - Region 3 - Civil Contracting
Foti Contracting LLC	OH-R4-GC01-102021-FCL	State of Ohio - Region 4 - General Contracting
Centennial Contractors Enterprises	OH-R4-GC02-102021-CCE	State of Ohio - Region 4 - General Contracting
F.H. Paschen	OH-R4-GC03-102021-FHP	State of Ohio - Region 4 - General Contracting
Place Services, Inc.	OH-R4-GC04-102021-PLA	State of Ohio - Region 4 - General Contracting
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	State of Ohio - Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC06-102021-JLC	State of Ohio - Region 4 - General Contracting
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	State of Ohio - Region 4 - General Contracting
Triton Services, Inc.	OH-R4-GC08-102021-TRS	State of Ohio - Region 4 - General Contracting
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	State of Ohio - Region 4 - HVAC/Mechanical
Air Force One	OH-R4-HVAC02-102021-AFO	State of Ohio - Region 4 - HVAC/Mechanical
Place Services, Inc.	OH-R4-E01-102021-PLA	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-E02-102021-LUS	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-RW01-102021-LUS	State of Ohio - Region 4 - Roofing/Waterproofing
The Lusk Group	OH-R4-PA01-102021-LUS	State of Ohio - Region 4 - Paving/Asphalt
The Lusk Group	OH-R4-C01-102021-LUS	State of Ohio - Region 4 - Concrete
The Lusk Group	OH-R4-CC01-102021-LUS	State of Ohio - Region 4 - Civil Contracting
Foti Contracting LLC	OH-R5-GC01-102021-FCL	State of Ohio - Region 5 - General Contracting
F.H. Paschen	OH-R5-GC02-102021-FHP	State of Ohio - Region 5 - General Contracting
Place Services, Inc.	OH-R5-GC03-102021-PLA	State of Ohio - Region 5 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC04-102021-JLC	State of Ohio - Region 5 - General Contracting
The Lusk Group	OH-R5-GC05-102021-LUS	State of Ohio - Region 5 - General Contracting
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	State of Ohio - Region 5 - HVAC/Mechanical
Air Force One	OH-R5-HVAC02-102021-AFO	State of Ohio - Region 5 - HVAC/Mechanical
Place Services, Inc.	OH-R5-E02-102021-LUS	State of Ohio - Region 5 - Electrical
The Lusk Group	OH-R5-RW01-102021-LUS	State of Ohio - Region 5 - Roofing/Waterproofing
The Lusk Group	OH-R5-PA01-102021-LUS	State of Ohio - Region 5 - Paving/Asphalt
The Lusk Group	OH-R5-C01-102021-LUS	State of Ohio - Region 5 - Concrete
The Lusk Group	OH-R5-CC01-102021-LUS	State of Ohio - Region 5 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - Civil Contracting

**eziQC RENEWALS**

<b>Company Name</b>	<b>Contract Number</b>	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	

## APPENDIX A Continued

JOC Construction	CO-SE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
The Matthews Group	WA-DC-GC01-100120-TMG	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
SDB, Inc.	TX-PH-GC-101619-SDB	
Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Teinert Construction	TX-NT-GC-101619-TCB	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Teinert Construction	TX-PH-GC-101619-TCB	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
G2 General Contractors	TX-NT-GC-101619-GGC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
G2 General Contractors	TX-NT-P-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	

RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
BKM Construction, LLC	KS-E-GC02-111319-BKM	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	

TOWN BOARD MEETING

Rutherford Hall & Video Conference  
Town of Scarsdale  
February 13, 2024

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, February 13, 2024, at 08:40 PM.

Present were Mesdames Brew, Gruenberg, and Messrs. Ahuja, Arest, Gans, Mazer and Whitestone. Also present were Acting Village Manager Marshall, Deputy Town Clerk Hessler, Custodian of Taxes Scaglione, and Town Counsel Ward-Willis.

Mr. Arest presided.

\* \* \* \* \*

Minutes

Upon a motion entered by Ms. Gruenberg, seconded by Mr. Whitestone, the minutes of the Town Board Meeting of January 9, 2024, were approved unanimously.

\* \* \* \* \*

Mr. Arest

Mr. Arest indicated that, while the Village designated the Journal News as the official newspaper at the last Village Board meeting, there was not an accompanying Town Board meeting on that date. There was not a time sensitivity at that time to schedule a special meeting of the Town Board for this purpose, so the Town Board waited until tonight to take this action.

Ms. Gruenberg

Upon motion entered by Ms. Gruenberg, and seconded by Mr. Whitestone, the following resolution regarding Designating the Official Town Newspaper; was approved unanimously:

RESOLVED,           that The Scarsdale Inquirer is hereby removed as the official Town newspaper as it has advised the Village it has suspended publication; and be it further

RESOLVED,           that The Journal News is designated as the official Town newspaper.

\* \* \* \* \*

Report of the Custodian of Taxes

As of January 31, 2024, 91.24% of the School tax levy for 2023 has been collected. This is the lowest collection rate Scarsdale has experienced. The chart included in the agenda packed shows

a history of collections at January 31 since 2015. The Treasurer's office is focused on this issue and will keep the Acting Village Manager updated.

The Tax Receiver's Office has sent out all of the same reminders, notices and statements that they have sent in the previous year. The basic schedule for communications was the same. Another set of delinquent notices has gone out to get peoples attention and the Tax Receiver's office is available to answer questions from residents. The Tax Receiver's Office has received all of the payments from the three largest tax service organizations for anyone that has an escrow account or a mortgage payment. There is no clear trend to explain why there are delinquent accounts. They have also followed up with the three Scarsdale Post Office Locations and consulted with colleagues from neighboring municipalities.

The Tax Receiver's Office did mail out to all residents the 2023 tax statement. For every resident who gets an email regarding a tax statement, they also receive a mailed statement.

Mr. Arest and the Custodian of Taxes engaged in a conversation about delinquent accounts for 2020 when compared to the same figures from 2020 when the payments were split into two installments. Mr. Arest indicated that the Town does not want to collect this money but we budget for it because it is a source of revenue and we have to. The Town is also not eager to collect additional monies resulting from penalties. Mr. Arest commended the Tax Receiver's office for sending extra notices to get the word out about the delinquent accounts.

Ms. Gruenberg questioned if the Custodian of Taxes had received many calls about delinquent accounts and the Custodian of Taxes stressed that her office had received less calls about this than she anticipated. She indicated that the mail isn't being returned to us. Ms. Gruenberg inquired about what the reasons being provided by residents for why the accounts are delinquent and the Custodian of Taxes said that the reasons vary.

Mr. Arest stressed that if the Custodian of Taxes notices a theme with the delinquent taxes, she will inform the Town Board about it. Mr. Whitestone noticed that the dollar amount outstanding is striking. Both Mr. Arest and the Custodian of Taxes stressed that the school will be made whole without any delay.

Ms. Brew asked if it was possible to communicate to taxpayers via email. The Custodian of Taxes indicated that the Town has the ability to send emails for bills and reminder notices but not water payments. Everyone who is registered to receive an email notification also receives a notification in the mail. Mr. Arest reminded residents to designate the Village's Custodian of Taxes email as an approved sender in their email accounts.

Ms. Gruenberg asked whether it was worthwhile to remove the installment tax billing and go back go only accepting one annual payment. Mr. Arest indicated that he was open to having a conversation about it. Mr. Arest reminded residents that they can still make the payments in one payment rather than in installments. Mr. Arest stressed that the neither town officials nor town staff are able to waive tax penalties. The Custodian of Taxes indicated that she was still looking into the situation.

Mr. Whitestone spoke to some recent treasury bill purchase. He also thanked the Custodian of Taxes for her flexibility and prudence regarding the Town investing.

\* \* \* \* \*

Public Comments

The following members of the public provided comments:

Robert Harrison; 65 Fox Meadow Road, asked about extending maturities to get a higher rate of interest. He felt that the Town should have extended maturities to get rates higher than 5 percent. He asked the Custodian of Taxes to review some of the recent investments made by the Town.

The Custodian of Taxes responded that the information requested is on page 9 of the Custodian of Taxes report. She reviewed recent investments and the strategy behind these investments. Page 11 of the report includes all the treasury bill transactions for the current fiscal year.

\* \* \* \* \*

Mr. Arest

Mr. Arest made a statement about the upcoming Village Elections.

\* \* \* \* \*

Written Communications

- M. Eppenstein - Antisemitism
- A. Dunham – 27 Woods Lane
- K. Zakierski – Greenacres Playground

\* \* \* \* \*

Future Meeting Schedule

- 5:00 PM – Village Board Work Session
- 7:30 PM – Village Board Agenda Committee
- 8:00 PM – Village Board Regular Meeting

Upcoming Holiday

- February 19, 2024 – Village Closed in Observance of George Washington’s Birthday.

\* \* \* \* \*

Upon adjournment of Town Board meeting, and there being no further business to come before the Board, the meeting was immediately adjourned at 8:58 PM on a motion entered by Trustee Gans, seconded by Trustee Gruenberg, and carried unanimously.

Respectfully submitted,

---

Charles Hessler  
Deputy Town Clerk



**To:** Alexandra Marshall, Acting Village Manager  
**From:** Ann Scaglione, Village Treasurer  
**Date:** Friday, March 8, 2024  
**RE:** Report of the Custodian of Taxes – Town of Scarsdale

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**MEMORANDUM**  
*Treasurer's Office*

Attached please find the following financial reports for the Town of Scarsdale as of February 29, 2024

- Balance Sheet Page 1
- Statement of Cash Receipts and Disbursements Page 2
- County Tax Collections Page 3
- School Tax Collections Page 4
- Village Tax Collections Page 5

As of February 29, 2024, 98% of the School tax levy for 2023 has been collected. As of the date of this report, March 7, 2024, 98.25% was collected.

Notices of Unpaid Taxes were mailed certified, return receipt requested to all parcels with unpaid balances on March 7, 2024.

A representative from our Tax Software company was in the office on March 7, 2024 to discuss enhancements to our current system and to address staff questions.

The Treasurer's office is working on preparing the County Tax Bills, which will be mailed on April 1<sup>st</sup>, with payment due by April 30<sup>th</sup>.

We encourage taxpayers to contact the Treasurer with questions at 914-772-1170.

Please feel free to contact me with any questions or comments.

**TOWN OF SCARSDALE**  
**REPORT OF THE CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF FEBRUARY 29, 2024 (UNAUDITED)**

**BALANCE SHEET**

<b>Assets</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Cash	18,586,082	2,514,491										
Money Market/Investments	-											
Taxes Receivable Current*	13,977,769	3,285,611										
Taxes Receivable Overdue	657,407	542,318										
Other receivables/assets	382											
Temporary Investments	42,151,112	15,035,313										
<b>Total Assets</b>	<b>75,372,752</b>	<b>21,377,733</b>	-	-	-	-	-	-	-	-	-	-
<b>Liabilities and Fund Equity</b>												
<b>Liabilities</b>												
Due To Cty of Westchester												
Due To School Dist No 1	(72,038,731)	(17,038,731)										
Allowance For Receivables	(266,978)	(266,978)										
Overpayments of Taxes	(16,727)	(855)										
Due to Other Funds												
Deferred Rev Pr Yrs Delinq	(340,284)	(225,195)										
<b>Total Liabilities</b>	<b>(72,662,721)</b>	<b>(17,531,758)</b>	-	-	-	-	-	-	-	-	-	-
<b>Fund Equity</b>												
Fund Balance	(2,710,031)	(3,845,975)										
<b>Total Liabilities &amp; Equity</b>	<b>(75,372,752)</b>	<b>(21,377,733)</b>	-	-	-	-	-	-	-	-	-	-
<b>* Taxes Receivable Current Year</b>												
County	211,219	166,664										
School	13,766,549	3,118,948										
<b>Total Current Year Receivable</b>	<b>13,977,769</b>	<b>3,285,611</b>	-	-	-	-	-	-	-	-	-	-

**TOWN OF SCARSDALE**  
**REPORT OF CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF FEBRUARY 29, 2024 (UNAUDITED)**

**CASH RECEIPTS & DISBURSEMENTS**

<b>Cash Receipts</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Year to Date</b>
Taxes & Penalties (Pilot Payment)	45,760,023	11,769,751											57,529,774
Town Clerk Fees	180	250											430
Mortgage Payment/State Aid													-
Interest Earnings	102,542	74,945											177,487
Overpayments													-
Net Temporary Investments	(26,844,698)	27,115,799											271,100
<b>Total Cash Receipts</b>	<b>19,018,046</b>	<b>38,960,745</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>57,978,791</b>

**Cash Disbursements**

Westchester County:													
Current Tax Collections													-
Scarsdale School District:													-
Current Tax Collections		55,000,000											55,000,000
NY State Health Dept:													-
Marriage License Fees	544	68											611
Village of Scarsdale:													-
Tax Penalties	125,904	32,041											157,945
Town Clerk Fees	113	228											340
State Aid - Mortgage Tax													-
Refund Overpayment													-
<b>Total Cash Disbursements</b>	<b>126,560</b>	<b>55,032,336</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>55,158,896</b>

**Cash Reconciliation**

Beginning Balance	(305,404)	18,586,082	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491	2,514,491
Cash Receipts	19,018,046	38,960,745	-	-	-	-	-	-	-	-	-	-	-
Disbursements	(126,560)	(55,032,336)	-	-	-	-	-	-	-	-	-	-	-
<b>Balance End of Month</b>	<b>18,586,082</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>	<b>2,514,491</b>



**Town of Scarsdale  
Real Property Tax Collection at February 29,2024**

<b>School Tax</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 *</b>	<b>2019</b>
Total Levied	156,080,599	151,010,547	151,335,636	142,885,159	140,335,035
Amount Collected	152,961,651	149,255,401	149,130,625	137,548,975	138,923,839
Uncollected	3,118,948	1,755,146	2,205,011	5,336,184	1,411,195
<b>Percent Collected</b>	<b>98.00%</b>	<b>98.84%</b>	<b>98.54%</b>	<b>96.27%</b>	<b>98.99%</b>
Uncollected	2.00%	1.16%	1.46%	3.73%	1.01%
<b>Five year collection average</b>					<b>98.13%</b>

*School Tax billed September 1st*

Note: \* 2020 is the first year of two installments for School Tax

**Village of Scarsdale  
Real Property Tax Collection at February 29,2024**

<b>Village Tax</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 *</b>	<b>2019</b>
Total Levied	46,867,041	44,907,299	43,060,000	41,829,112	41,421,739
Amount Collected	46,470,549	44,512,797	42,347,424	39,676,910	41,249,460
Uncollected	396,492	394,502	712,576	2,152,202	172,279
<b>Percent Collected</b>	<b>99.15%</b>	<b>99.12%</b>	<b>98.35%</b>	<b>94.85%</b>	<b>99.58%</b>
Uncollected	0.85%	0.88%	1.65%	5.15%	0.42%
<b>Five year collection average</b>					<b>98.21%</b>

*Village Tax billed July 1st*

Note: \* 2020 is the first year of two installments for Village Tax



**To:** Alex Marshall, Acting Village Manager

**From:** Charles Hessler, Assistant Village Manager

**Date:** Thursday, March 07, 2024

**RE:** Public Comments Received between February 21, 2024 and March 06, 2024

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**MEMORANDUM**  
*Village Manager's Office*

Attached, please find the public comments received between February 21, 2024 and March 06, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

## Christine Sciandra

---

**From:** meppenstein <meppenstein@eppenstein.com>  
**Sent:** Tuesday, March 5, 2024 6:53 PM  
**To:** Mayor Justin Arest  
**Cc:** Trustee Ahuja; Trustee Brew; Trustee Gans; Trustee Gruenberg; Trustee Mazer; Trustee Whitestone; Alexandra Marshall; Jeff Coleman; David Goessl; Public Comments; BOD@scarsdaleforum.com  
**Subject:** Re: Scarsdale Forum Report on the Environmental Protection and Preservation of Trees in the Village of Scarsdale

**CAUTION:** External sender.

Dear Mayor Arest,

It was reported to me by a neighbor over the weekend that five mature trees at 146 and 150 Brewster Road were cut down last week. Whatever the reason for their removal, this is another unfortunate example of the continuing degradation of our tree canopy. I'm hoping that as recommended by the Forum report, we can address this and related issues soon.

Sincerely,

Madelaine Eppenstein

Chair, Scarsdale Forum Municipal Services Committee

On 03/01/2024 4:34 PM EST Susan Douglass <susanudouglass@gmail.com> wrote:

Dear Justin,

We are delighted that the report on the preservation and protection of trees is being considered, and especially pleased to read that some of the ideas are already under consideration with the consultants.

Please reach out to Darlene and Madelaine (copied on this email) if you have any questions or would like to schedule a meeting to discuss the report.

Many thanks!

Susan

On Fri, Mar 1, 2024 at 12:46 PM Mayor Justin Arest <[mayor@scarsdale.com](mailto:mayor@scarsdale.com)> wrote:

Thank you for all of the thought and effort to put this together and share it with us. I know that we will all read the report and consider possible next steps. I should also note that some of the ideas in your submission are already being discussed with our consultant.

Best,

Justin

Justin Arest  
Mayor

Village of Scarsdale  
1001 Post Road  
Scarsdale, New York 10583  
Mobile: (914) 574-2728  
Email: [Mayor@scarsdale.com](mailto:Mayor@scarsdale.com)

Sign-up for [NotifyMe](#) to receive official news and info  
Visit us on the web at [www.scarsdale.com](http://www.scarsdale.com)  
On Feb 29, 2024 at 9:56 PM -0500, Susan Douglass  
<[susanudouglass@gmail.com](mailto:susanudouglass@gmail.com)>, wrote:

**CAUTION:** External sender.

The Scarsdale Forum, through its Sustainability and Municipal Services Committees, is pleased to release to the public this timely and important report on the Environmental Protection and Preservation of Trees in the Village of Scarsdale. A .pdf copy is attached.

Please consider sharing this report with the chairs of the land use boards and committees, the Village Attorney, and the Conservation Advisory Council.

For further information, please contact Madelaine Eppenstein at [meppenstein@eppenstein.com](mailto:meppenstein@eppenstein.com).

Sincerely,

Darlene LeFrancois Haber, M.D.  
Chair, Sustainability Committee

Madelaine Eppenstein  
Chair, Municipal Services Committee

## Christine Sciandra

---

**From:** Kristen Cipriano <klcipriano@gmail.com>  
**Sent:** Monday, February 26, 2024 9:27 AM  
**To:** Mayor Justin Arest; Public Comments  
**Cc:** Alexandra Marshall; Brian Gray  
**Subject:** Re: Greenacres Playground Follow Up

---

**CAUTION:** External sender.

---

Hi everyone!

Wanted to follow up on my offer below to come tour the playground at Greenacres. Please let me know either way.

Thanks,  
Kristen

On Feb 7, 2024, at 9:34 AM, Kristen Zakierski <klcipriano@gmail.com> wrote:

Good morning!

Thank you for the opportunity to engage in a dialogue with you yesterday evening about the Greenacres playground project. We care deeply that our community gets the playground it deserves and we appreciate the opportunity to partner with the Village and provide feedback.

To give further context for our request (as the photos don't fully do it justice), we invite you to take a "tour" of the playground in the coming weeks. Please let me know what days/times work best.

Below and attached you will find the GNA's letter that was circulated last night. Again, thank you for considering our position.

Best,  
Kristen Zakierski  
President, Greenacres Neighborhood Association

February 6, 2024

Mayor Arest and Village Board of Trustees,

The Greenacres Neighborhood Association takes a vested interest in the needs of our community. It has become apparent that our only public playground is in desperate need of replacement - from missing and dangerous equipment to faded art and profane graffiti - the current conditions do not uphold the standards of the Village of Scarsdale nor demonstrate to our children the value of play.

As the only public playground in the Greenacres neighborhood, it is incumbent to ensure the space meets the needs of all children ages 0-12. There is no alternative

playground unlike in the four other Scarsdale neighborhoods. Our youngest residents deserve an elevated space in which all are welcome to play safely and have fun.

We also notice that every other playground anticipating renovation in the coming years is currently earmarked for close to 75% more funding than the Greenacres playground (\$200,000 vs. \$115,000). To our knowledge, there is no set price per square foot determined by the Village. Additionally, some other Scarsdale playgrounds, like Davis Park, will soon be updated twice in the time it has taken to update our playground once. These discrepancies are inequitable.

The designs presented from the Village for our consideration are limited in scope and size and do not serve as suitable replacements. Based on our research, our biggest constraint is budget, not the space or swing fall zones. We urge you to allocate additional dollars to account for the use of this playground by hundreds of families in the Greenacres neighborhood.

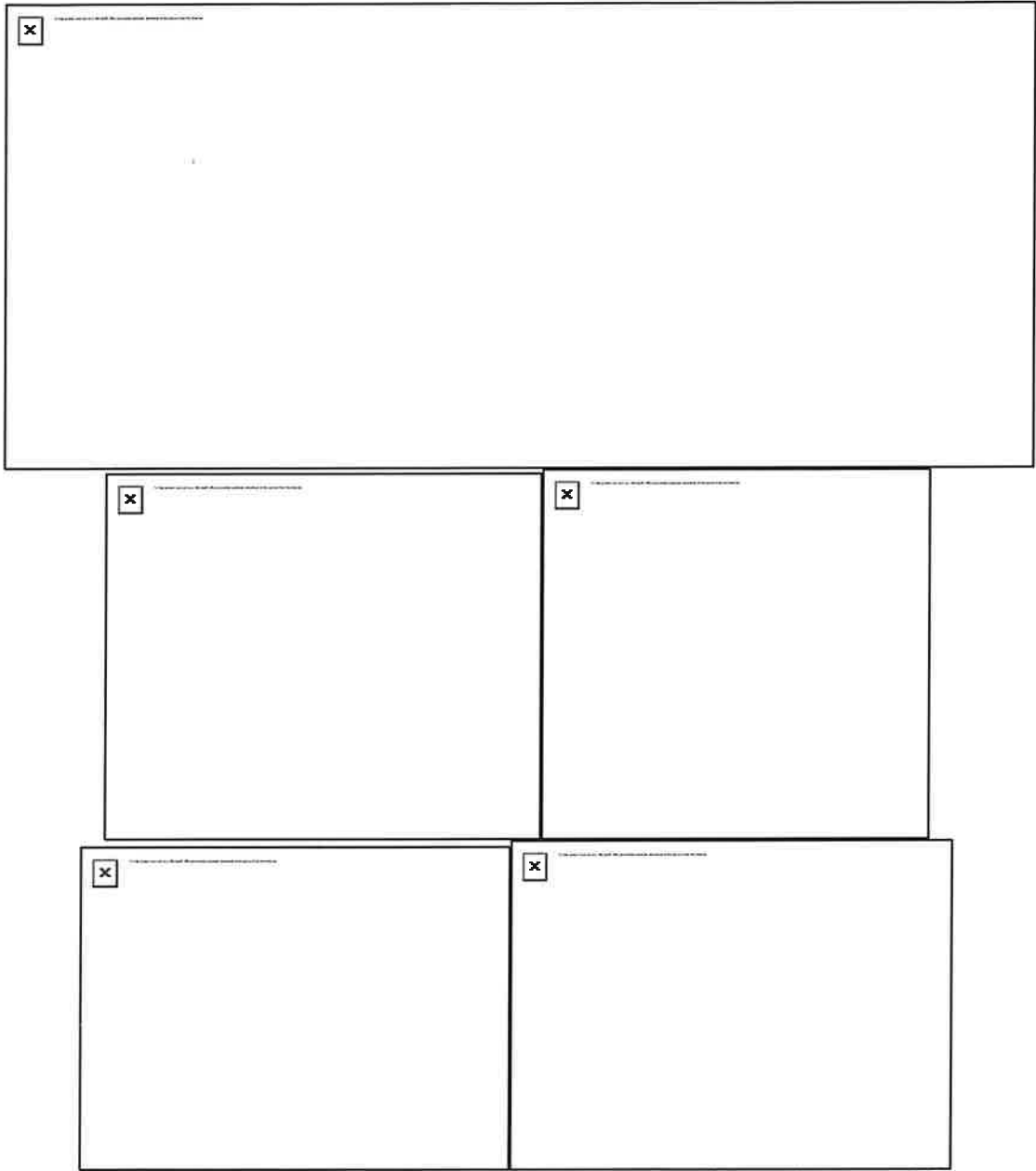
Below you will find details of the current playground and new design comparisons to prove the need for a larger budget for equipment and installation (currently set at \$70,000).

The following table outlines the equipment and features we are attempting to replace by renovating the current playground:

<b>Structure</b>	<b>Details</b>
Swings	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• Two baskets - suitable for infants and toddlers</li> <li>•</li> </ul>
Bouncers	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• 1 individual</li> <li>•</li> </ul>
Ages 2-5	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• Slides: 3 (two side-by-side)</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>• Upper and lower play areas</li> <li>•</li> <li>•</li> <li>•</li> <li>• Shade</li> <li>•</li> <li>•</li> <li>•</li> </ul>

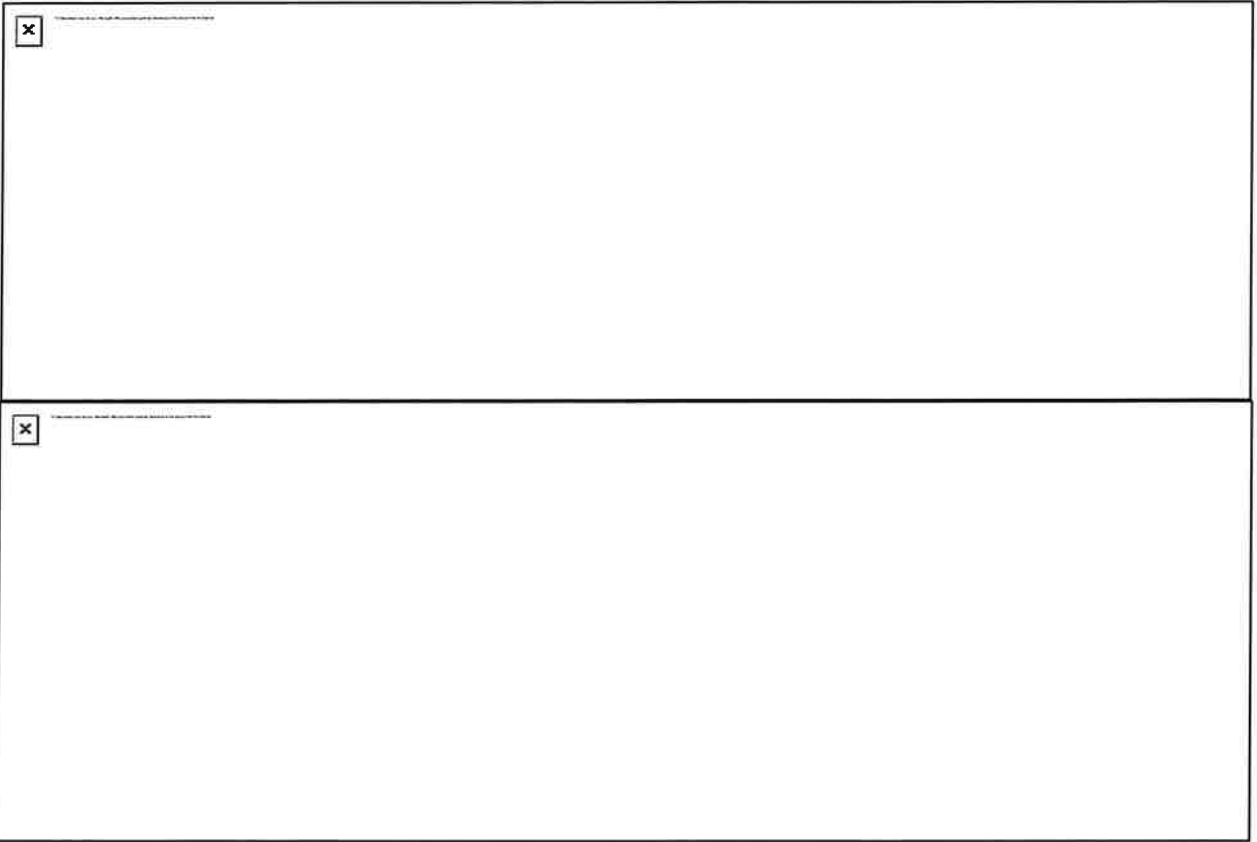
	<ul style="list-style-type: none"> <li>• Steering wheel</li> <li>•</li> </ul>
Ages 5-12	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• Slides: 2 (bumpy, curvy)</li> <li>•</li> <li>•</li> <li>• Entry points: 5 (chain, bars, steps, pole)</li> <li>•</li> <li>•</li> <li>•</li> <li>• Spiral fire pole</li> <li>•</li> <li>•</li> <li>•</li> <li>• Monkey bars</li> <li>•</li> <li>•</li> <li>•</li> <li>• Bridge</li> <li>•</li> <li>•</li> <li>•</li> <li>• Steering wheel</li> <li>•</li> </ul>
Sandbox	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>• *unclear on ownership (school vs. village)</li> <li>•</li> <li>•</li> <li>•</li> <li>• Never cleaned and rarely used</li> <li>•</li> </ul>

Below are photographs of the current playground to put the above details in context, also demonstrating the urgent need for replacement:



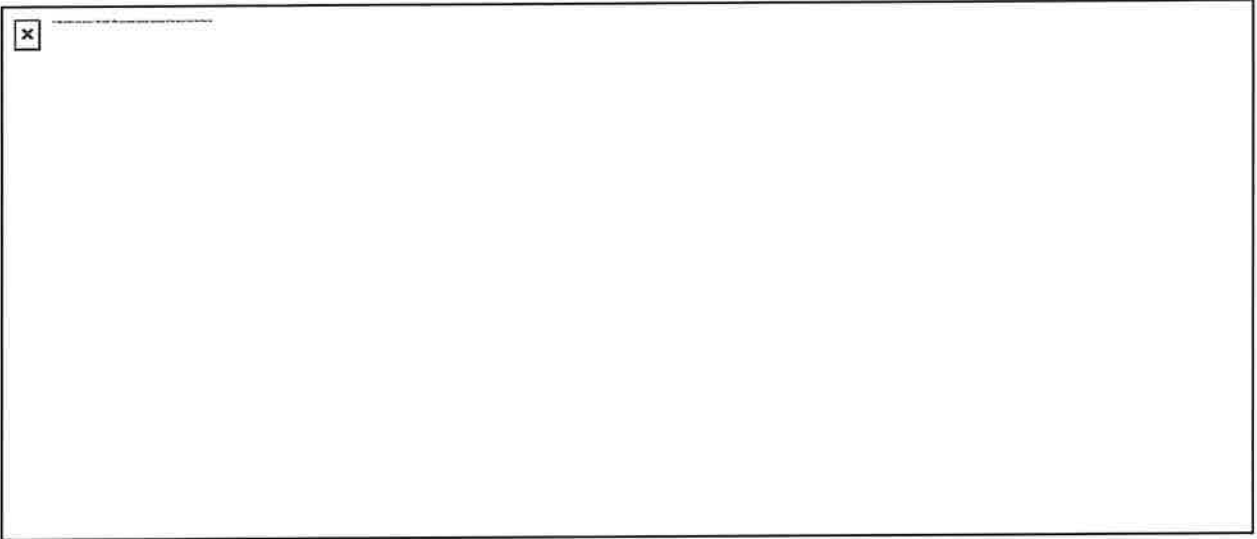
\*if you zoom in you can see "FU" etched into the slide

Following are the original designs received within the \$70,000 budget. You can see the immense gaps between what currently exists and what the current budget will provide the community. There is simply not enough apparatus to accommodate the number of children that use this playground both during and outside of school hours.

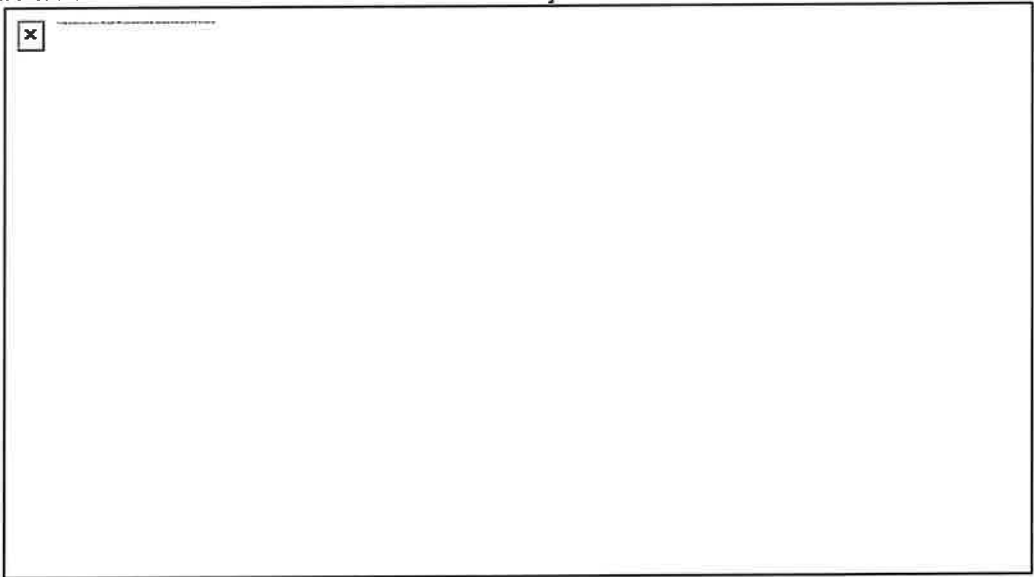


As an effort to gain more information, we spoke to representatives and requested updated designs with the same companies at price points at or near double the current budget (i.e., \$125,000-140,000 respectively, all including a sizable equipment discount). We present these solely as comparison points to the original designs and to showcase the immense challenge of replacing all of the structures and features that presently exist with the allocated funds. We don't believe any of the below designs meets the full needs of our community, but they provide context for the request for a large budget increase and bring us closer to an adequate replacement.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



For additional context and comparison, the structure below *could* fit in our space. This structure alone (not including installation) is ~\$130,000. With additional research, we could find something comparable (and just as exciting!) for all ages. [Of course, we would have to find a suitable alternative for the swings in this particular case, but that is not an insurmountable task.]



All of the designs and information above do not address the issues of shade and the sandbox, which would, of course, require additional funds to rectify. Due to the lack of mature trees surrounding the play area, it would be ideal to have structures with shades installed, however, this comes at a price. Additionally, the sandbox continues to be an unsafe and unkept feature of the park. While it remains unknown if this is Village or school-owned, if it is to remain, one entity must take ownership over its maintenance.

We respectfully urge you to reconsider the budget allocation for the playground project to address the identified needs and priorities of our community. By investing in the development of a vibrant playground, we will benefit current and future generations of residents.

We appreciate your attention to this matter and look forward to working collaboratively with you to create a playground that reflects the values and

aspirations of our community. Thank you for your continued support of our neighborhood.

Sincerely,

Kristen Zakierski, President  
Greenacres Neighborhood Association

<GA Playground.pdf>

## Christine Sciandra

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**From:** Donald Mutterperl <dmutterp@aol.com>  
**Sent:** Monday, February 26, 2024 11:32 AM  
**To:** Public Comments  
**Subject:** Lack of Village Information

**CAUTION:** External sender.

To the Board of Trustees:

It's been about a month since *The Scarsdale Inquirer* ceased publication, and there's been no word from the publisher concerning the paper's resuscitation. Without a weekly news source of information covering Scarsdale government, village events, etc. residents, merchants, and anyone else involved in living or working in the village is almost totally in the dark about anything that could have an impact on their lives. For many reasons, this situation is both unfortunate and unacceptable, particularly as it pertains to governmental matters. Transparency and information flow are two hallmarks of a democratic society, and something needs to be done to improve the current situation both on an interim and long term basis. The Village website offers E-Notifications as a news source, but finding information or messages relating to consequential matters such as neighborhood flooding problems or the Sewer Lateral Compliance Testing Program, as opposed to those concerning Halloween Painting or Letters to Santa, is an arduous task. Some sort of an upgrade which prioritizes and distributes news of the most important village matters needs to be instituted. Perhaps a collaborative effort with [Scarsdale10583.com](https://www.Scarsdale10583.com) would be feasible and effective; or, barring that, maybe a weekly print version of the current bi-weekly Scarsdale Official Village Newsletter could be created and distributed to local merchants who would then make them available to customers when they shop. I'm suggesting this as both an alternative and an addition to the current email version for a few reasons. First because I think that many or most residents aren't even aware of the Village Newsletter's existence. Second, even if they were, they don't know how to access it on the Village website. Finally, I think that distribution of a printed, weekly newsletter would increase public awareness dramatically simply because a print version available in multiple locations is easy to take home and read, while the present situation is cumbersome.

I know that Scarsdale and the BOT is not running a newspaper publishing business; but if the *Inquirer* doesn't resurface, we need a steady, reliable, timely source of Village news. I hope you agree. As an aside, if there's anything happening with the *Inquirer* regarding its return, that would be good to know. Thank you.

Donald Mutterperl  
Taunton Rd.

February 28, 2024

## SCARSDALE FORUM INC.

**THIS REPORT HAS BEEN PREPARED UNDER THE EXPEDITIOUS TREATMENT PROCEDURE OF THE SCARSDALE FORUM INC. BY THE COMMITTEES WHOSE MEMBERS' NAMES APPEAR BELOW. IT HAS BEEN APPROVED BY THE EXECUTIVE COMMITTEE OF THE FORUM AND AUTHORIZED FOR RELEASE TO THE PUBLIC, BUT IT HAS NOT YET BEEN SUBMITTED TO THE FORUM MEMBERS FOR THEIR APPROVAL.**

### **Report of the Sustainability and Municipal Services Committees On Environmental Protection and Preservation of Trees in the Village of Scarsdale**

The Committee proposes the following resolution for adoption by the Forum:

**RESOLVED**, that the Report of the Sustainability and Municipal Services Committees on Environmental Protection and Preservation of Trees in the Village of Scarsdale be approved.

### **INTRODUCTION**

Scarsdale's tree canopy is disappearing. Trees are being cut down at an alarming rate, and the number and type of replacement trees are insufficient to address this crisis.<sup>1</sup> It is well established that trees play a vital role in maintaining a healthy environment. As the legislative intent and findings (§281-1) of Scarsdale's Tree Code state:

“The Village of Scarsdale finds that trees within the Village provide an important contribution to the health, safety, aesthetics and general welfare of Scarsdale residents and the community at large. Trees provide shade and aesthetic appeal, enhance green space, improve air quality, reduce energy use and atmospheric carbon dioxide, provide and promote habitat for wildlife, impede soil erosion, aid water absorption, inhibit

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<sup>1</sup> See New York Power Authority program, <https://www.nypa.gov/news/press-releases/2022/20220429-on-arbor-day>, in which Scarsdale Village participates. Oaks should be a priority among the selected trees. See Douglas W. Tallamy, *The Nature of Oaks, The Rich Ecology of our most Essential Native Trees* ("Oaks produce enormous root systems over their lifetimes, and these help make them champions when it comes to soil stabilization, carbon sequestration, and watershed management." p. 10); ("Oaks support more forms of life and more fascinating interactions than any other tree genus in North America" p. 1) (2021). See generally New York City Million Trees Project ("This landmark program became a renowned greening model for cities across the world. It has led to a host of valuable research regarding the urban forest and has transformed acres of parkland and streets into ecologically healthy forests that provide benefits to all New Yorkers."), <https://www.nycgovparks.org/trees/milliontreesnyc>.

excess runoff and flooding, provide screening, offer a natural barrier to noise, provide other environmental benefits and generally enhance the quality of life within the Village. These social, economic, and ecological benefits often increase as trees mature and the Village community's investment in trees has accrued over many years. This investment can be rapidly lost and is not easily nor quickly replaced due to the long length of time for a tree to mature. The destruction of and damage to trees and the indiscriminate and excessive cutting of trees can create barren and unsightly conditions, as well as surface drainage problems, increase municipal costs to control drainage, impair the value of real property and adversely affect the environment, health and character of the community. This article seeks to address these conditions and promote the preservation of trees within the Village.”<sup>2</sup>

### **DATA ON THE LOSS OF SCARSDALE’S TREE CANOPY**

Data compiled by the Village Engineer and Superintendent of Public Works indicates that almost 1,000 mature deciduous and evergreen trees are cut down each year with a permit while, at best, one third are replaced. These statistics do not reflect trees that are cut down without a permit, either illegally or legally (e.g., certain trees not requiring a removal permit) or whether replacement trees have actually been planted and have survived.<sup>3</sup> In December 2023, the Conservation Advisory Council submitted a report to the Board of Trustees sounding the alarm regarding Scarsdale's tree loss. As the CAC warns in its report, “. . .action steps need to be taken immediately to stem the current trend of significant tree loss and to maintain our tree canopy.” The CAC report clearly sets forth the basis for this warning:

“Data from tree removal permits indicates that only approximately one third of trees that are removed are being replaced. In 2021 there were 803 trees removed by permit and 308 replacements. It is important to note that this data does not include tree removals that are done illegally without a permit, with reports from community members regarding this occurrence. In addition to fewer trees being replanted than removed, an analysis of the tree permit data also indicates that the types of replacement trees are often a smaller type of tree which will often provide less communal benefits than the tree(s) being removed. Smaller trees provide less shade and absorb less stormwater.

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If Scarsdale wishes to maintain its tree canopy, proactive steps are needed to ensure that the intent and requirements of the tree code are followed. Several years ago the CAC did a study showing that Scarsdale has an approximately 50% tree canopy. The canopy is a beneficial

<sup>2</sup> Village of Scarsdale Code, Part II, General Legislation, Trees, Grass, Brush and Weeds, Article I Trees, § 281-1 Legislative findings and intent. <https://ecode360.com/6439526#6439526>, the “Tree Code” or the “Code.”

<sup>3</sup> <https://www.scarsdale.com/DocumentCenter/View/9454/CAC-Memo---Tree-Code-Review---December-2023>, See also Data:



asset to the community both environmentally and aesthetically. Moreover, the importance of preserving our tree canopy is set forth in the legislative intent section of [the] tree code. If Scarsdale continues to maintain a one-third tree replacement rate, and with trees that have less beneficial characteristics than the trees being removed, Scarsdale will look and feel like a very different town within the next decade. The CAC therefore believes that action steps need to be taken immediately to stem the current trend of significant tree loss and to maintain our tree canopy.”<sup>4</sup>

The Committees submit that both amendment to and enforcement of the Tree Code are necessary steps that must be taken to halt the destruction of our trees and tree canopy.

### **ADDRESSING TREES, WHICH ARE INTRINSICALLY INTERTWINED WITH LAND USE AND ZONING ISSUES, DURING THE CURRENT MORATORIUM**

The Scarsdale Village Board of Trustees has established a six-month moratorium<sup>5</sup> on development to review and update codes and procedures to ensure the health and safety of our residents and our environment. The law establishing the moratorium – Local Law No. 1 of 2024 – describes the negative impact recent development in Scarsdale has had on its residents and environment:

“In recent years, the improvements, subdivisions and redevelopments occurring on single-family residential properties have led to resident’s expressing concern about a number of pervasive adverse impacts, including but not limited to the loss of the architectural and historic qualities and scale that helps define the fabric of our residential neighborhoods as well as concerns about negative environmental impacts such as increased flooding, and the destruction of mature trees and natural habitats. These concerns arise from, among other things, the rapid pace of demolitions and replacement of older homes, additions being built on single-family properties, the construction of accessory structures, and the subdivision and redevelopment of residential lots. Such development activities create new impervious surfaces thereby diminishing the natural drainage and flood mitigation provided by mature trees and open space. Our natural resources are finite and fragile, and the Village’s infrastructure and other public resources are increasingly being tested by more frequent and severe storm events and the realized and potential impacts require study.”<sup>6</sup>

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<sup>4</sup> Id., [https://www.scarsdale.com/DocumentCenter/View/9454/CAC-Memo ---Tree-Code-Review---December-2023](https://www.scarsdale.com/DocumentCenter/View/9454/CAC-Memo---Tree-Code-Review---December-2023) (“In 2017, the year prior to the first tree code amendment, it was similarly a 33% replacement rate: 874 trees were removed via permit and there were only 297 replacements.”).

<sup>5</sup> LOCAL LAW NO. 1 OF 2024, VILLAGE OF SCARSDALE BOARD OF TRUSTEES, A LOCAL LAW TO ESTABLISH A TEMPORARY MORATORIUM ON CERTAIN LAND USE APPLICATIONS WITHIN THE VILLAGE OF SCARSDALE (Jan. 9, 2024), <https://www.scarsdale.com/DocumentCenter/View/9603/Scarsdale-Local-Law-No-1-of-2024---Land-Use-Moratorium-FINAL-4869-0281-97401>, the “Temporary Moratorium.”

<sup>6</sup> Id.

The Board of Trustees has retained consultant BFG Planning to review the Village's zoning code and make recommendations.<sup>7</sup> The Committees urge the Village and its consultant to consider Scarsdale's trees as an essential factor in their review.

### AMEND VILLAGE TREE CODE TO ADDRESS LOSS OF TREES

Changes to the Tree Code are needed to close loopholes and further restrict tree removals and clear cutting. Ensuring the planting of replacement trees of similar or higher environmental yield (stormwater mitigation,<sup>8</sup> urban heat management, carbon sink function) should be required. Replacement trees should not be subject to removal, neither by existing nor new residents, because multiple removals accelerate the loss of canopy and are contrary to the purpose behind replacements.

Some of the existing provisions of the Tree Code – which include amendments made in 2018-2019 that were meant to stem the loss of canopy – have not only been ineffective but have accelerated the canopy loss they were supposed to prevent. Those provisions and the Committees' recommended remedial action include:

1. Deletion of §281-4(6), which allows any tree determined by a tree expert to be dead, dying, hazardous or diseased to be cut down without a permit fee or replacement requirement. These trees should be treated like any other tree, requiring a removal permit and replacement.
2. Amendment of §281-5A(2), which sets forth a formula for replacing more than one tree. This section does not provide for planting adequate numbers of replacement trees. Replacement numbers must be increased.
3. Deletion of §281-3D, which allows residents to remove any two trees greater than

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<sup>7</sup> Village Board of Trustees, Resolution regarding Authorization to Execute a Professional Services Agreement with BFG Planning to Review and Update the Scarsdale Zoning Code (Dec. 26, 2023, PDF p. 27), <https://www.scarsdale.com/AgendaCenter/ViewFile/Agenda/01092024-1230>.

<sup>8</sup> See A. Berland et al., **The role of trees in urban stormwater management** (Abstract), <https://www.sciencedirect.com/science/article/abs/pii/S0169204617300464?via%3Dihub> ("Action is required to reduce urban stormwater runoff to protect human health and environmental quality. As green infrastructure becomes more prominent in stormwater management, it is increasingly important to understand how trees interact with stormwater. Research has shown that trees can play a substantial role in reducing stormwater runoff via canopy interception loss, transpiration, facilitating infiltration, and by coupling trees with other green infrastructure technologies. . . ."; EPA, **Stormwater to Street Trees: Engineering Urban Forests for Stormwater Management**, p. 11 ("Street trees in cities throughout America make a difference in the amount of runoff entering combined sewer systems and stormwater drains. The mere presence of street trees reduces runoff by **millions of gallons** and saves cities tens of thousands to millions of dollars annually in stormwater management facility costs.") (emphasis added), <https://nepis.epa.gov/Exe/ZyPDF.cgi/P100H2RQ.PDF?Dockey=P100H2RQ.PDF>.

6” DBH and less than 24” DBH<sup>9</sup> per year without a permit. A 24” DBH tree has a circumference of 75”, which is a very large tree. Our canopy can no longer sustain the removals allowed pursuant to this section.

4. Deletion of §281-3C, which allows invasive species to be removed without a permit. Trees that fit within the definition of “invasive” are still part of our canopy, providing water absorption, shade, and animal habitat. Due to the change in how residents maintain their properties and the decreasing amount of green space in our neighborhoods, invasive trees cannot spread as freely as they did in the past. These trees should be treated like any other tree that requires a removal permit and replacement.
5. Amendment of §281-11B, which sets forth outdated, inadequate penalties for violations. The Tree Code penalties are a rounding error when added to the cost of tree removal, and as such do not adequately deter property owners from violating Code provisions.
6. Amendment of §281-5A(1), which requires a replacement tree be planted for every 24” DBH or greater tree that is removed. As mentioned above, 24” DBH translates to a 75” circumference, a very large tree. Because of its dwindling tree stock, Scarsdale can no longer accommodate the removal of such large trees without a replacement requirement. The DBH threshold must be reduced and the number of replacement trees for each removal increased.
7. Amendment of §281-3A, which states that any tree 6” DBH or less can be removed without a permit. This section does not prevent the removal of replacement trees. Because replacement trees normally have about a 3” DBH and the Code allows any tree under 6” DBH to be removed without a permit, a replacement tree can be removed after two growing seasons unless it was planted pursuant to a land use board determination or as a penalty.
8. Update fees referred to in §281-5B, which allows property owners under certain circumstances to make a payment to the Village’s Tree Preservation Fund instead of planting a replacement tree. Under the Code, the Village Board determines the fee in its annual fees and charges schedule. The fees should be updated and increased to reflect current tree and planting costs.

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<sup>9</sup> Defined in the Tree Code as “The diameter of a tree trunk measured at 54 inches above the ground on the uphill side,” §281-2 Definitions, <https://ecode360.com/6439527#6439527>.

As emphasized throughout this Report, the number of replacement trees that would adequately compensate for tree and canopy loss must be addressed. In a phone conversation several years ago with Nina Bassuk, retired founder of Cornell University's Urban Forestry Institute who continues her research with Emeritus status, a member of the Committees' working group learned that for every removal of trees 24 inches DBH, eight 3-inch DBH trees should be planted. Replacement trees should be planted in suitable locations on residential properties and in any of Scarsdale's numerous parks, along Village Center sidewalks, and on roadway medians. A reasonable replacement policy should be in place to maintain our trees and tree canopy, to ensure replacements, and to help mitigate the effects of climate change.<sup>10</sup>

### **IMPROVE ENFORCEMENT OF THE TREE CODE**

Enforcement of our Tree Code provisions is vital in any undertaking to revive and protect Scarsdale's trees and tree canopy. To be effective, better enforcement must involve not only being proactive in assessing whether a violation has occurred but also ensuring the following action is taken:

1. Tree removal without the requisite permit is pursued by the Village and the requisite fines imposed;
2. Replacement trees are required, planted, and monitored to confirm survival;
3. Replacement trees are of a genus and species expected to grow to maturity at a similar size to the removed tree;
4. The number of replacement trees adequately compensates for any trees that are removed; and,
5. Application of the performance bond or cash deposit requirement, which is within the discretion of the Village engineer, is required for all tree removal permits.

### **SUBDIVISION AND ZONING IMPACT ON TREE PRESERVATION**

When our land use and zoning codes were created decades ago, our tree canopy was largely taken for granted. There was no general understanding of the ecological services trees provide, nor anticipation of the increasingly severe rain events and flooding now

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<sup>10</sup> See Cornell College of Agriculture and Life Sciences, *Reaping the benefits of city trees* (2022), <https://cals.cornell.edu/news/2022/04/reaping-benefits-city-trees> ("Urban areas are much more influenced by climate change than rural areas. People must recognize this is an important issue.").

experienced with greater frequency in Scarsdale and the wider region.

It would have been inconceivable then, moreover, that many single-family homes in Scarsdale could, or would be demolished, the lots subdivided, and the sites clear-cut of mature trees leaving a barren moonscape. It was never contemplated as recently as 2019, when our Tree Code was last amended, that the number of lots undergoing subdivision and clear-cutting that is occurring today would have increased so exponentially. Likewise, our codes never anticipated the current trend of larger homes on smaller lots.

Homes with larger footprints as well as subdivisions creating two homes where there had been one clearly take up more land. Trees are cut down to make room for the extra lot coverage, and those trees that are preserved often cannot survive the construction activity. With respect to those trees that do survive construction, our zoning codes do not require sufficient yard space be preserved in order for those trees to continue healthy growth. Moreover, quite often there is inadequate space left for replacement trees – especially canopy trees – to be planted.

In Local Law No. I, the Board of Trustees acknowledges that “new single-family developments are increasingly being built at the limits of our community’s minimum dimensional requirements for setbacks, while maximizing and, at times, seeking variances to exceed the limits of floor area ratios, lot coverages, and other bulk requirements.”<sup>11</sup> To address these issues and stem the further disappearance of our green space, the Committees recommend that the Village Code be amended as follows:

1. Reduction of the floor area ratio (FAR) as set forth in Chapter 310, Article XVI of the Village Code;
2. Reduction of lot coverage maximums, contained in Chapter 310, Article IV of the Village Code;
3. Increase front, rear, and side yard setbacks set forth in Chapter 310, Articles VI, VII, and VIII of the Village Code;
4. Revision of the definition of Impervious Surfaces contained in Village Code §310-21(B) (Lot Area Coverage) to include gravel and permeable concrete surfaces. It is well-established that gravel/stone driveways are considered to be impervious surfaces<sup>12</sup> due to the compaction of underlying soil and gravel/stone by vehicles. In

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<sup>11</sup> <https://www.scarsdale.com/DocumentCenter/View/9603/Scarsdale-Local-Law-No-1-of-2024---Land-Use-Moratorium-FINAL-4869-0281-97401>.

<sup>12</sup> See, e.g., **New York State Stormwater Management Design Manual** which defines *IMPERVIOUS COVER* (I) as: “Impermeable surfaces that can not (sic) effectively infiltrate rainfall. This includes

addition, over time, gravel/stone driveways collect debris and dirt which are also compacted into the surface thereby making the surface even more impermeable. Stormwater cannot be absorbed into a packed gravel/stone surface.<sup>13</sup> Likewise, over time permeable concrete becomes clogged with soil and debris and will become impermeable if not maintained properly;<sup>14</sup> such maintenance cannot feasibly be monitored by the Village;

5. Mandate that Village staff reviews and confirms FAR and lot coverage measurements and calculations submitted by applicants.

The Committees call attention to the fact that the definition of impervious surface contained in Scarsdale's SWEC (Stormwater and Erosion Control) permit application<sup>15</sup> includes gravel while the definition of impervious surfaces set forth in Village Code §310-21(B) (Lot Area Coverage) does not. The fact that the Code does not include gravel in its definition of impervious surfaces is illogical and simply wrong. Clearly, not including gravel in calculating lot coverage exacerbates the loss of greenspace.

### **RECOMMENDATIONS FOR ENHANCED LAND USE PROCESSES**

A healthy and thriving tree canopy relies heavily on the land use boards' prioritization of the preservation and enhancement of Scarsdale's trees in their deliberations and decision-making. In order to address these goals, the Committees suggest the following measures be added to the relevant Code sections:

1. A mandate to our land use boards and Village staff that tree preservation, protection and enhancement are priorities;
2. A requirement that, as part of the Village's PRE-SWEC review process, an applicant

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paved, concrete and gravel surfaces (i.e. parking lots, driveways, roads, runways and sidewalks); building rooftops and miscellaneous impermeable structures such as patios, pools, and sheds." (Glossary), [https://extapps.dec.ny.gov/docs/water\\_pdf/swdm2015glsry.pdf](https://extapps.dec.ny.gov/docs/water_pdf/swdm2015glsry.pdf).

<sup>13</sup> See <https://ecode360.com/6440072?highlight=impervious%20surfaces&searchId=17040060746421552>.

<sup>14</sup> See, e.g., Kia A, Wong HS, Cheeseman CR. "**Clogging in permeable concrete: A review**" (J Environ Manage. 2017 May) ("...permeable concrete exhibits reduction in permeability due to clogging by particulates, which severely limits service life."),

<https://pubmed.ncbi.nlm.nih.gov/28222353/#:~:text=Abstract,which%20severely%20limits%20service%20life;> Green Building Alliance, **Permeable Pavement**, ("If the proper vacuuming or flushing is not carried out, pervious concrete will assume the traits of impervious concrete."),

<https://www.gba.org/resources/green-building-methods/site-solutions/permeable-pavement/>.

<sup>15</sup> See SWEC Permit, <https://www.scarsdale.com/DocumentCenter/View/1331/Application-for-Stormwater-Management-and-Erosion-Control-Permit-Fillable-PDF>.

submits a tree inventory which includes a list of all existing trees, trees that are to be preserved, trees that are to be removed, and all replacement trees. Scarsdale's SWEC permit application acknowledges trees as an important element in stormwater management. During the review process there should be a clear mandate that tree preservation must be prioritized and that every effort will be made to create a construction plan that preserves trees;

3. A mandate and uniform requirement that all applications to the land use boards must include a landscape plan, a tree protection plan, and a tree inventory, as well as a list of which trees are to be preserved and which trees are to be removed. Currently, it appears that Code §A317-6 does not conform with Code §281-25 with respect to when an application must contain a tree inventory and protection plan. Number 10 on the BAR Review Check List must also be edited to reflect this issue as well as to add a tree protection plan requirement and to emphasize that tree preservation is a priority;<sup>16</sup>
4. A mandate to our land use boards that review of landscape plans and tree inventories early in their review process be undertaken with a focus on tree preservation and a diverse variety of replacement trees;
5. A mandate to inform the public, the land use boards, and Village staff that clear cutting is prohibited, and violations will be met with increased penalties;
6. A mandate that tree protection measures are in place prior to the commencement of any construction. Any construction can cause irreparable damage to tree roots by mere compaction of the soil around the roots. The construction process includes excavation, parking of heavy equipment, dumpsters, vehicles, and piling of rocks and building materials on the site. The compaction prevents the roots from absorbing oxygen which in turn deprives the tree of oxygen and kills it.
7. Careful attention must be given to the negative effects tree removal has on the fragility of our environment. This issue is reflected in Scarsdale's SWEC permit application which must be completed for all land-disturbing activities, modification of impervious surfaces, and any work within a flood plain. As mentioned above, tree removal and protection are key factors recognized in the review of a SWEC permit application. It is of critical importance that serious consideration be given to the role trees play in water retention and abatement as well as the many other key beneficial roles trees play in creating an ecologically sound environment.

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<sup>16</sup> [Board of Architectural Review | Scarsdale, NY; BAR-Review-Check-List-PDF \(scarsdale.com\)](#).

## **ENHANCED NEIGHBORHOOD PARTICIPATION IN LAND USE PROCESSES**

Neighbors have great interest in nearby property development. They often have the best insight into issues such as existing drainage and flooding. Those residents living closest to a construction project are most affected by it and should be afforded the best opportunity to give their input regarding its effect on them. We recommend the following changes to the BAR review process:

1. Notice to neighbors should be extended from a mere 200 feet from the project boundary lines to 500 feet, which is the current requirement for submittals regarding commercial establishments. Neighbors beyond the 200-foot limit are impacted by the proposed project and should be given notice. §A317-11(C) should be amended accordingly.
2. Notice to neighbors should be re-issued if a proposal is held over for reconsideration by a land use board without a date certain. Neighbors should be notified that the proposal is back on the land use board agenda. Otherwise, residents must continually check to see if the proposal has been put back on the agenda in order to protect their neighborhood and their homes. Any new materials should be filed with the Village and posted online at least ten business days prior to the rescheduled date. §A317-12 should be amended to mandate this notification.
3. Notice should be received by neighbors at least two weeks prior to the hearing. Currently, written notice must be served either by certified mail not less than ten days prior to the BAR hearing or personally not less than seven days prior to the hearing. The current requirements simply do not provide enough time for neighbors to prepare for the hearing nor do they provide a sufficient cushion for postal service delays. §A317-11(C) should be amended accordingly.

## **INVASIVE VINE CUTTING INITIATIVE**

Chapter 281, Article III of the Code reflects Village concern over the devastating harm invasive vines cause to trees. That Article (1) makes it unlawful for any owner of land in the Village to allow to grow on their property “harmful flora or fauna which is likely to cause destruction of or damage to trees or shrubs. . . .” (2) directs any such owner “to destroy or cause to be destroyed such harmful flora or fauna. . . .” and, (3) establishes penalties for “an offense against any provision of this Article III.”<sup>17</sup>

Invasive vines smother trees and cause them to die. Focusing on Scarsdale’s parks

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<sup>17</sup> Tree Code, fn 2 above, Article III, §281-14, <https://ecode360.com/6439535>.

and public lands, a volunteer community vine cutting project has been recently organized by the Scarsdale Forum’s Sustainability Committee and the Friends of the Scarsdale Parks, Inc. in conjunction with Village staff. In addition to volunteer action, Village staff and hired personnel will be involved in this initiative. Ongoing municipal investment in this program is essential.

Village efforts to protect our tree canopy will demonstrate to residents the importance of Scarsdale’s trees and inspire homeowners to cut vines threatening the trees on their own properties.<sup>18</sup>

### **RECOMMENDATIONS**

Based on the available scientific, public health, and environmental literature related to trees, and informed by the significant degradation of Scarsdale’s tree canopy, the Committees conclude that further regulation by the Village of Scarsdale is both warranted and within the public interest to preserve and protect Village trees and the environmental services trees and the tree canopy provide; to preserve public health, welfare and quality of life; to mitigate pollution and stormwater runoff; and to generally promote environmental sustainability goals.

The Committees therefore respectfully recommend that the Village of Scarsdale take the following steps:

1. Village formation, as directed by the Mayor and Board of Trustees, of a committee comprised of Village staff and representatives of the Scarsdale Forum, Friends of the Scarsdale Parks, and the Conservation Advisory Council, to review and implement the recommendations set forth in this Report;
2. Amend the Village Code as recommended in this Report;
3. Enforce the Village Code and amendments as recommended in this Report;
4. Revise Village staff and land use board procedures as set forth in this Report;
5. Appoint a voting member focused on environmental issues to the Board of Architectural Review.

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<sup>18</sup> See also Scarsdale Inquirer, **Letter to the Editor** (Jan. 14, 2024, last published digital edition of the Scarsdale Inquirer), [https://www.scarsdalenews.com/opinion/letters\\_to\\_the\\_editor/advocates-for-removal-of-invasive-vines-planting-for-pollinators/article\\_c8123064-b2f2-11ee-91c5-7f8d7f2968f8.html](https://www.scarsdalenews.com/opinion/letters_to_the_editor/advocates-for-removal-of-invasive-vines-planting-for-pollinators/article_c8123064-b2f2-11ee-91c5-7f8d7f2968f8.html).

6. Institute a public education campaign and enlist the cooperation and support of the public consistent with these recommendations.

## CONCLUSION

The six-year spreadsheet compiled by the Village regarding tree removal regulation (footnote 3 above) reveals an ongoing practice of permitting the removal of trees without requiring replacements in kind, among other affirmative measures that could and should be taken to protect and preserve trees and our tree canopy. This history must be reversed before Scarsdale, our beloved village in a park, is reduced to an overbuilt and unremarkable suburb.

“We do not have the right to heat up our neighbor’s airspace by cutting down the trees on our property. . . . In short, we no longer have the right to ignore the stewardship responsibilities attached to land ownership. Our privately owned land and the ecosystems upon it are essential to everyone’s well-being, not just our own. Abusing land anywhere has negative ramifications for people everywhere. . . .”<sup>19</sup>

In enacting Local Law No. 1 of 2024, the Board of Trustees has acknowledged the urgent need to reexamine Village Code provisions and related rules and regulations – as well as the practices of the land use boards and Village staff – in order to protect the character and environment of our Village. How we continue to approach development forms the basis of what our Village will be and what we leave for future generations. The Committees respectfully submit that significant steps must be taken expeditiously to amend the Village Code, to enforce the Village Code, and to enhance land use processes in order to stem the damage to our environment.

Respectfully submitted by the following members of the Scarsdale Forum Committees:

Sustainability Committee  
Darlene LeFrancois Haber, M.D., Chair

Municipal Services Committee  
Madelaine Eppenstein, Chair

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<sup>19</sup> Douglas W. Tallamy, *Nature’s Best Hope, A New Approach to Conservation That Starts in Your Yard*, p. 10-12 (2019).

Signatories (of both Committees)

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