

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 26, 2024

Agenda Committee 7:30 PM

Village Board Meeting – 8:00 PM

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

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

Roll Call

Pledge of Allegiance

Mayor’s Comments

Manager’s Comments

Public Comment

Trustee Liaison Reports

Bills

➤ Trustee Whitestone

Agenda Items

- Approval of Minutes from March 12, 2024 Village Board Meeting

Trustee Ahuja

- Resolution re: Authorization to Extend Recreation Management Software Master Service Agreement

Trustee Gans

- Resolution re: Adoption of a Local Law Amending the Scarsdale Village Code Entitled Appointments and Terms of Office

- Resolution re: Adoption of a Local Law Amending Newspaper Publication Requirements

Trustee Mazer

- Resolution re: Adoption of a Local Law Amending the Scarsdale Village Code Regarding Public Sidewalk Permits

Deputy Mayor Whitestone

- Resolution re: Calling for a Public Hearing on the Fiscal Year 2024–2025 Tentative Budget

- Establishing Fiscal Year 2024–25 Village-Wide Fees and Charges

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

Written Communications (3)

- R. Reiffel – 80 Garden Road
- C. Roberts – Term Limits
- Scarsdale Residents – Tax Penalty

Future Meeting Schedule

Tuesday, April 9, 2023

- 6:00 PM – Village Board Work Session
- 7:30 PM Agenda Committee
- 8:00 PM – Village Board Regular Meeting

Motion to Adjourn

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
March 12, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, March 12, 2024, at Rutherford Hall and via video conference at 8:39 PM.

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

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Upon a motion entered by Trustee Gruenberg, and seconded by Deputy Mayor Whitestone, the agenda was modified to include three additional items:

- A resolution regarding Ratification of an Agreement with Former Employee #5038
- A resolution regarding authorization to execute a professional service agreement for Farmers Market Management
- A resolution regarding Acceptance of a Local Community Assistance Program Grant

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Mayors Comments

Mayor Arest provided the following comments:

Please note that holidays, celebrations, and observances for the month of March are posted on the village website. I do want to wish a happy fasting and Ramadan Mubarak to all of our friends and neighbors that observe.

My only comments tonight are about the School Tax collection issue. We understand there are many residents who are frustrated with, and upset by the tax penalties they have incurred. They, like us, are eager to seek a resolution on this matter. Our hope is to offer some relief in response to what we believe was a failure by the United States Postal Service to deliver tax bills in late August/early September 2023. However, exactly what that relief will look like, and when residents can hope to receive any relief, will take some time.

I want to reassure you that the Village is doing everything in its power to advocate for our residents, and to work toward a solution. Our goal is always to do what is fair to individual taxpayers while keeping the best interests of the overall community in mind. Our job as trustees is also to be aware of the consequences of the choices we make today, and how those choices may impact residents and our community in the future.

We have been working with counsel on studying the New York State Real Property Tax Law and continue to believe that extremely limited options are available to local municipalities to waive or reduce penalties and circumstances that are similar to what Scarsdale residents are currently facing. Despite significant obstacles, we have been working closely with our State Assemblymember Amy Paulin and her office to explore possible solutions, including special legislative remedies, and to advocate for our residents at the State level as appropriate. We are aware of what occurred in Mount Pleasant in 2019 in response to the United States Postal Service's failure to deliver bills. The Board has asked Assemblymember Paulin for assistance to understand the process for how to move forward with a formal request from this Board to her office for help in achieving relief, and what that timeline would be. To level set expectations, the Mount Pleasant case took nearly nine (9) months to resolve and involved special legislation passed by the Assembly and Senate at the State level, and an endorsement by the Governor, as well as additional months for the Comptroller's Office to ensure that the right taxpayers received the right refunds. Like Mount Pleasant, this would not be an easy or quick fix.

While receipt of the tax bill itself does not in any way affect the validity of the taxes or interests prescribed by law, we always want to support our residents and keep them up to date on important matters. We also want to ensure that any action we take this year in regard to the penalties is not precedent setting and does not set unrealistic expectations for what might happen in future years. So, just to repeat, we are working with our Assemblymembers office to try to advance legislation at the State level. We're trying to find out exactly what that will look like and how we can move forward, hopefully at a future board meeting soon.

Moving forward, the Village is actively working to revamp and refine our communication strategy when it comes to tax billing. We plan to use all the tools at our disposal to alert residents of tax bills and due dates, but for our efforts to be truly effective we need residents to sign up for both NotifyMe and Everbridge. Paper bills will continue to be sent out by the Treasurer on a set schedule throughout the year. In addition to paper bills, we will send eblasts via NotifyMe to alert all residents when bills are mailed. These notifications will not be parcel specific, but will include a link that any resident can use to pay property taxes online. We will also be sending out text messages with the same information. But again, this is an opt-in option, and not one we can do without your registration. We do not have the ability to collect everyone's contact information without your help. The current resident and parcel specific email reminder system or a new one will also be used as well. We've already added the tax bill due dates to the PTC Calendar, and we thank them for their partnership. We will be working with the Neighborhood Associations to also send email reminders about tax collection. We will include reminders in the Scarsdale Official, our weekly newsletter. We will also be sending out press releases and partnering with scarsdale10583.com to post these reminders. We thank Ms. Wallenstein for her partnership.

We also would encourage everyone to put the tax dates on their own calendars to avoid missing payment deadlines in the future. Again, not receiving any of the attempts at outreach that I have outlined, including not receiving a paper or electronic bill from the treasurer does not relieve a resident of their responsibility to pay taxes on time. This is not a village of Scarsdale policy, but something clearly stated in the New York State Real Property Tax Law. As always, we are open to feedback and input from our residents and invite you to reach out at mayor@scarsdale.com if you have any additional insights or questions.

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Manager's Comments

None.

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Public Hearings

Trustee Gans called to order a public hearing scheduled for this evening to consider a Local Law Amending the Code of the Village of Scarsdale Entitled Notice of Hearing.

As there were no public comments offered Trustee Gruenberg moved that the public hearing be closed; seconded by Deputy Mayor Whitestone; and approved by a unanimous vote.

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Trustee Gans called to order a public hearing scheduled for this evening to consider a Local Law Amending the Code of the Village of Scarsdale Entitled Appointments and Terms of Office.

The following members of the public provided comment:

Shahriar Shahida, 3 Heathcote Road
Mayra Kirkendall-Rodriguez, 19 Fox Meadow Road
Robert Berg, 19 Carriage House Lane, Mamaroneck, NY
Paul Diamond, 5 Circle Road

As there were no further public comments offered Trustee Gruenberg moved that the public hearing be closed; seconded by Trustee Mazer; and approved by a unanimous vote.

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Trustee Gruenberg called to order a public hearing scheduled for this evening to consider a Local Law Regarding Public Sidewalk Permits.

As there were no public comments offered Deputy Mayor Whitestone moved that the public hearing be closed; seconded by Trustee Gans; and approved by a unanimous vote.

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Public Comment

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

Howard Berk; 9 Reimer Road
Veronica Roberts; 3 Obry Drive
Ling Wanma; 12 Cooper Road
Anne Moretti; 10 Pinecrest Road,
Craig Zwerling; 4 Fairveiw Road

* * * * *

Bob Harrison; 65 Fox Meadow Road, made remarks regarding the budget for the 24-25 fiscal year, including remarks regarding the unassigned fund balance and tax rate. Mr. Harrison also called attention to treasury bill rates and the Village’s investments in treasury bills.

Mayra Kirkendall-Rodriguez; 19 Fox Meadow Road, criticized the non-partisan system present in Scarsdale. Ms. Kirkendall-Rodriguez shared with the public that a local well-known Scarsdale resident, Lucas Meyer, unfortunately passed away earlier in the day. Ms. Kirkendall-Rodriguez also expressed opposition to extending term limits for land use boards.

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Trustee Liaison Reports

Trustee Mazer reported that with the weather warming, the Conservation Advisory Council wants to remind residents that the gas-powered leaf blower ban is in effect until October 31st.

Trustee Mazer also reported that seniors in the community are welcome to attend a movie watching event tomorrow, March 13, 2024, at 10 am, at the Girl Scout House. They will be streaming The Holdovers [Film], an academy award nominated movie about kids and teachers at a boarding school during holiday break. Members of the senior community that are interested in attending can rsvp to msilver@scarsdale.com.

Trustee Mazer further reported that the Scarsdale Edgemont Family Counseling Service announced that on Thursday, March 14, 2024 at 11:30 am, in the Library, there will be a discussion about taxes. On Thursday, March 21, 2024 from 11:30 am to 12:30 pm at the Girl Scout House, there will be an Easter Celebration. Seniors interested in attending either event should rsvp to scook@sfcsinc.org.

Trustee Mazer also reported that there will be activities at the Weinberg Nature Center that may be of particular interest to our seniors. On April 15th, May 13th, and June 3rd volunteers can read to young people who are participating in programs at the Weinberg Nature center.

There will also be Q and As taking place in the month of March for presenters such as seniors in Scarsdale, to the young people who are engaged in programs at the Weinberg Nature Center. If interested, rsvp to msilver@scarsdale.com.

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Deputy Mayor Whitestone reported that SAY (Scarsdale Action for Youth), a unit of the Scarsdale Edgemont Family Counseling Service, will be hosting an event tomorrow at 7 pm at the Scarsdale Public Library, titled "Helping Kids Choose Their Future", with Rocky Herron. Mr. Herron will discuss what every student, parent, and community member needs to know about keeping youth healthy. His powerful presentation is based on his three decades as part of the Drug Enforcement Agency and as a concerned parent of three daughters. He addresses the devastating impact of alcohol and drug use on youth, families, and the community. For more information, visit www.sayscarsdale.org or call (914) 723-3281.

* * * * *

Trustee Brew reported that the League of Women Voters of Scarsdale held their budget analysis Q and A session yesterday morning and has a consensus meeting afterwards. They will be delivering a statement and point of view on the budget at the next upcoming budget meeting.

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Trustee Ahuja remarked that he has never historically appreciated the personal attacks against dedicated volunteers, questions about the legitimacy of the political system, and questions of the intentions of board and staff that have circled the community in the past. Statements and comments such as those add nothing to community, and actually take away from business of people of Scarsdale.

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Bills

Trustee Mazer reported that he had audited the Abstract of Claims dated March 12, 2024, in the amount of \$2,000,341.00 which includes \$18,521.30 in Library Claims previously audited by a Trustee of the Library Board.

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

RESOLVED, that the Abstract of Claims dated March 12, 2024, in the amount of \$2,000,341.00 is hereby approved.

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Consent Agenda

Upon motion entered by Trustee Gruenberg, and seconded by Deputy Mayor Whitestone, and carried unanimously, the Minutes for the February 27, 2024 Village Board Meeting were approved.

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Trustee Brew

Upon motion entered by Trustee Brew and seconded by Trustee Gruenberg; the following resolution regarding Award of Contract for the Purchase of a 2024 Ford F-550 Super Duty XL Dump Body w/ Liftgate; was approved unanimously:

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.

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Trustee Gruenberg

Upon motion entered by Trustee Gruenberg and seconded by Deputy Mayor Whitestone; the following resolution regarding Ratification of an Agreement with Former Employee #5038; was approved unanimously:

RESOLVED, that the Board hereby ratifies an agreement with former employee #5038.

* * * * *

Upon motion entered by Trustee Gruenberg and seconded by Trustee Gans; the following resolution regarding Authorization to Execute a Professional Service Agreement for Famers Market Management; was approved unanimously:

WHEREAS, access to fresh, regionally produced fruits, vegetables, and other foods contributes to a healthier diet, and the direct-to-consumer connection builds relationships between consumers and farmers, giving farmers a source of income and consumers' confidence in the foods they are choosing for their families; and

WHEREAS, farmers markets are used by many municipalities as a tool to help energize their downtowns by increasing pedestrian traffic to the area, thereby supporting and sustaining retail and service businesses; and

WHEREAS, a Sunday Farmers Market, as described in the attached Market overview and supporting Agreement, is supported by the Scarsdale Business Alliance and recommended by staff under the specified terms and conditions; now, therefore, be it

RESOLVED, that the Village of Scarsdale authorizes a professional service agreement with Zeltsman Associates d/b/a Down to Earth Market of Water Street, Ossining, NY 10562, in substantially the same form as attached hereto, subject to review and modification of counsel, to operate and manage a

Sunday Farmers' Market on Chase Road between Christie Place and Spencer Place; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake any associated administrative actions pursuant to this agreement.

* * * * *

Upon motion entered by Deputy Mayor Whitestone and seconded by Trustee Gruenberg; the following resolution regarding Acceptance of Local Community Assistance Program (LOCAP) Grant; was approved unanimously:

WHEREAS, the Dormitory Authority of the State of New York (DASNY) administers capital grant programs on behalf of New York State that support community and economic development; and

WHEREAS, DASNY administers the Local Community Assistant Program (LOCAP) which is sponsored by the New York State Senate; and

WHEREAS, in August 2023, the Scarsdale Police Department submitted an application to the LOCAP program to secure \$100,000 in grant funding to replace two aging police motorcycles; and

WHEREAS, the motorcycles, Scarsdale M2 and M3 have been in in service for sixteen and thirteen years respectively and are incurring increasing maintenance and service costs; and

WHEREAS, NY State Senator Shelley B. Mayer selected the Scarsdale Police Department's application in the amount of \$100,000 for the costs associated with the purchase of two new motorcycles, a trailer and two police radios; now, therefore be it

RESOLVED, The Board of the Village of Scarsdale hereby accepts the Local Community Assistance (LOCAP) grant in the amount of \$100,000 and the Village Manager is authorized to sign all papers and take all actions necessary to implement this Resolution.

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Written Communications

Village Clerk Emanuel reported that four (4) communications have been received since the last Board of Trustees meeting:

- An email from Kristen Cipriano regarding Greenacres playground upgrades.
- An email from Madeline Eppenstein regarding tree removal.

- An email from Donald Mutterperl regarding The Scarsdale Inquirer and communication of village information.
- An email from the Scarsdale Forum with a report on the Environmental Protection and Preservation of Trees in the Village.

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Future Meeting Schedule

- Tuesday, March 26, 2024 – 7:30 PM – Agenda Committee
- Tuesday, March 26, 2024 – 8:00 PM – Village Board Regular Meeting

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The Village Board entered the Town Board meeting at 10:00 PM.

Upon adjournment of the Town Board meeting at 10:06 pm, the Board unanimously voted to enter into executive session to discuss pending litigation, on a motion entered by Trustee, and seconded by Trustee Gruenberg.

There being no further business to come before the Board, the executive session was closed and the public portion of the meeting immediately adjourned at 10:38 pm on a motion entered by Trustee Gruenberg, seconded by Trustee Gans, and carried unanimously.

Respectfully submitted,

Taylor C. Emanuel
Village Clerk

**RESOLUTION RE: AUTHORIZATION TO EXTEND RECREATION
MANAGEMENT SOFTWARE SERVICE
AGREEMENT**

WHEREAS, on July 10, 2018, after a vigorous evaluation process, the Village Board authorized a professional service agreement with CivicPlus, Inc. 302 S 4th Street, Suite 500, Manhattan, KS 66502 for Recreation Management System, CivicRec; and

WHEREAS, the original contract was in the amount of \$46,437 for year one and \$31,250 for year two, and subsequent years billed at 1.25% of revenue collected through the system; and

WHEREAS, on February 14, 2024, the Village received notice the CivicPlus will be increasing their pricing for CivicRec by 16%, increasing the annual fee by \$4,937 to a total of \$36,187, with an annual increase of 3% thereafter, and

WHEREAS, fees for the Department of PRC's Recreation Management System are charged to Operating Budget Account A-1680-MIS-SFTSP-400-499; now, therefore, be it

RESOLVED, that the Village Manager is herein authorized to sign a Statement of Work between the Village of Scarsdale and CivicPlus and undertake administrative acts as may be required pursuant to the terms of the Master Agreement.

Date: March 26, 2024

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Brian Gray, Superintendent PRC

Date: Monday, March 18, 2024

RE: Master Service Agreement – Extension Recreation Management Software

MEMORANDUM
*Department of Parks,
Recreation and Conservation*

On July 10, 2018, after a vigorous evaluation process, the Village Board Resolved to enter into a Professional Service Agreement with CivicPlus, Inc., 302 S 4th Street, Suite 500, Manhattan, KS 66502 for leasing of a new browser-based Recreation Management System, CivicRec. The contract was in the amount of \$46,437 for year one and \$31,250 for year two, and subsequent years billed at 1.25% of revenue collected through the system.

Over the past 5 years, the Department of Parks, Recreation and Conservation averages a total of 25,000 transactions per year yielding an average of \$3,000,000 in revenue. This figure represents 2020 when we experienced COVID and numerous programs were cancelled. Through utilizing CivicRec since 2018, both Department staff and resident end users have been pleased with the software.

Annual pricing for the Village of Scarsdale had not changed since originally entering into the aforementioned Master Service Agreement in 2018. On February 14, 2024 the Village received notice that CivicPlus will be increasing their pricing by 16% which would increase our annual payments by \$4,937 to \$36,187. Additionally, the original proposal for renewal submitted by CivicPlus called for an annual increase of 5% reach renewal term.

Upon receipt of the pricing increase proposal from CivicPlus, Assistant Village Manager, Charles Hessler entered into negotiations. Understanding the Village has not received a pricing increase since originally contracting with CivicPlus, the 16% increase was not negotiable, however, a pricing increase per renewal term was decreased to 3%.

Fees for the Department of PRC's Recreation Management Software are charged to Operating Budget Account A-1680-MIS-SFTSP-400-499 where sufficient funds are allocated.

As such, I recommend the Village extend the Master Service Agreement to the terms specified in the contract renewal documents totaling \$36,187 annually and a 3% increase per renewal term to be charged to Operating Budget Account A-1680-MIS-SFTSP-400-499.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-64502-1

Date:

2/14/2024 10:34 AM

Customer:

SCARSDALE VILLAGE,
NEW YORK

QTY	Product Name	DESCRIPTION
1.00	CivicRec Annual Renewal	CivicRec Annual Fee
	Annual Recurring Services - Initial Term	USD 36,187.01
	Annual Recurring Services - (Subject to Uplift)	USD 36,187.01

1. This renewal Statement of Work ("SOW") is between VILLAGE OF SCARSDALE ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 7/17/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 3% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the

Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the

Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer (“User”) activity,

which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party

application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Scarsdale, New York ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices.
7. Payment shall be due 45 days from date of invoice.
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.
12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership



Master Services Agreement for Scarsdale, NY

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. Except to the extent of Civic Plus's acts, omissions, negligence or defect in the quality of service, CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. Except to the extent of Civic Plus's willful failure to perform, CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

22. The following are to be attached to and made part of this Agreement:
 - a. Exhibit A - Statement(s) of Work.



Master Services Agreement for Scarsdale, NY

- 23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

- 24. This Agreement and any attached SOWs may be extended to any public entity in the State of New York to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
- 27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By:

By:

Name: Stephen M. Pappalardo

Name: Jeff Logan

Title: Village Manager

Title: Vice President of Sales

Date:

Date: July 11, 2018

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from June 18, 2018

Project Implementation and Deployment

- Setup of CivicRec Recreation Management Software
- Project development including project management and system integration/data migration
- Merchant account set-up, if desired \$46,437.50
- Custom Photo Import
- User Import (current users to new system)
- Memberships/Passes Import
- 2 Days web-based training for up to 6 Client staff members
- First Year Annual Services

Total First Year Fees \$46,437.50

Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)

\$31,250

Billed 12 months from SOW signing

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
 - a. Completion of Design & Configuration (Phase 3) – one half of the Total First Year Fees.
 - b. Upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service.
5. At the onset of each Renewal Term, beginning with the second Renewal Term (after 24 months of service under this SOW), CivicPlus may reassess the annual fees based on historic data (actual transaction volume occurring during the prior one year Renewal Term) to ensure that the Annual Services Fees accurately reflects the transaction volume processed.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).



i. Standard Merchant Processing Rates are as follows:

Processing Rate - 3% per "charge" transaction

Transaction Fee - \$.30 per transaction

ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.

iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.

iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: Stephen M. Pappalardo

Name: Jeff Logan

Title: Village Manager

Title: Vice President of Sales

Date: July 11, 2018

Date: July 11, 2018



Addendum 1 to Exhibit A.1 – Services Provided

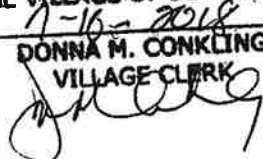
Services provided by CivicPlus to the Client under this agreement include the following:

- **Access** – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- **Online Registration** – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- **Documentation** - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- **Data Backups** – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- **Enhancements** – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- **Client Support** – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- **Data** – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

RESOLUTION RE: AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR A RECREATION MANAGEMENT SYSTEM

- WHEREAS,** the Village of Scarsdale, Parks, Recreation and Conservation Department utilizes software for program registrations, record keeping, permit management, and accounting; and
- WHEREAS,** the current software, CLASS, is no longer being supported by the vendor, Active Network, and must be replaced; and
- WHEREAS,** following industry research conducted by staff, a request for proposals (“RFP”) was issued on March 26, 2018, having been advertised on BidNet, the New York State procurement system, on the Village’s website, and distributed directly to five vendors, with four proposals received by the due date, April 20, 2018; and
- WHEREAS,** the RFP evaluation process included staff, a representative from the Technology Advisory Committee, and a representative of the Ad-Hoc Committee on Communications, as well as known resident users of the recreation registration system in order to assess the customer-facing interface for usability and convenience; and
- WHEREAS,** following the rigorous evaluation process, which included review of each proposal, vendor presentations, and test environments for the two finalists, staff recommends that CivicPlus, Inc., 302 S. 4th Street, Suite 500, Manhattan, KS 66502, be awarded a Professional Services Agreement to provide the new, browser-based Recreation Management System, CivicRec, for a cost of \$46,437, which includes all software, licensing, training, data migration, and one year of maintenance, with year two annual maintenance of \$31,250, and subsequent yearly maintenance billed at 1.25% of revenues recorded through the system; now, therefore, be it
- RESOLVED,** that the Village Manager is herein authorized to execute a Professional Services Agreement with CivicPlus, Inc., 302 S. 4th Street, Suite 500, Manhattan, KS 66502, in substantially the same form as attached hereto, for the leasing of a new, browser-based Recreation Management System, CivicRec, in the amount of \$46,437 for year one, \$31,250 for year two, and subsequent years billed at 1.25% of revenues collected through the system; and be it further
- RESOLVED,** that the cost of same be charged to FY 17/18 Capital Budget Account # H-1997-961 2018-102 (\$30,000) and FY 18/19 Operating Budget Account # A-1680-MIS-SFTSP-400 409 (\$16,437); and be it further
- RESOLVED,** that the Village Manager is herein authorized to undertake administrative acts as may be required pursuant to the terms of the agreement.

Submitted by: Village Manager
Date: July 03, 2018
For: July 10, 2018

CERTIFICATION
THE ABOVE RESOLUTION WAS
ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF SCARSDALE ON
7-10-2018
DONNA M. CONKLING
VILLAGE CLERK


**RESOLUTION RE: ADOPTION OF A LOCAL LAW AMENDING THE
SCARSDALE VILLAGE CODE CONCERNING
APPOINTMENTS AND TERMS OF OFFICE**

WHEREAS, the Village Board has considered 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

WHEREAS, a duly noticed public hearing was held on this proposed local law on March 12, 2024; now, therefore, be it

RESOLVED, that the Village Board hereby adopts the 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.

Date: March 26, 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

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.

**RESOLUTION RE: ADOPTION OF A LOCAL LAW AMENDING
NEWSPAPER PUBLICATION REQUIREMENTS**

WHEREAS, the Village Board has considered 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

WHEREAS, a duly noticed public hearing was held on this proposed local law on March 12, 2024; now, therefore, be it

RESOLVED, that the Village Board hereby adopts the 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.

Date: March 26, 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 42nd 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

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.

**RESOLUTION RE: ADOPTION OF A LOCAL LAW AMENDING
 CHAPTER 265 CONCERNING PUBLIC
 SIDEWALK PERMITS**

WHEREAS, the Village Board has considered a proposed local law to amend Chapter 256 of the Scarsdale Village Code, entitled “PROPOSED LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE CONCERNING SANDWICH BOARD SIGNS ON STREETS, SIDEWALKS, AND PUBLIC PLACES,” concerning public sidewalk permits; and

WHEREAS, a duly noticed public hearing was held on this proposed local law on March 12, 2024; now, therefore, be it

RESOLVED, that the Village Board hereby adopts the local law to amend Chapter 256 of the Scarsdale Village Code, entitled “PROPOSED LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE CONCERNING SANDWICH BOARD SIGNS ON STREETS, SIDEWALKS, AND PUBLIC PLACES,” concerning public sidewalk permits.

Date: March 26, 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.

RESOLUTION RE: CALLING FOR A PUBLIC HEARING ON THE FISCAL YEAR 2024-2025 TENTATIVE BUDGET

WHEREAS, pursuant to New York State Village Law §5-508 (3), a public hearing must be held on the Fiscal Year 2024-2025 Tentative Budget on or before the fifteenth day of April, with notice of such public hearing published in the official newspaper; and

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

RESOLVED, that a Public Hearing is hereby scheduled by the Scarsdale Village Board of Trustees at 8:00 PM on Tuesday, April 09, 2024, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, NY, and via Zoom video conferencing service, to receive comments on the Fiscal Year 2024-2025 Tentative Budget filed on March 20, 2024; 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.

Date: March 26, 2024

**RESOLUTION RE: ESTABLISHING FISCAL YEAR 2024-25
VILLAGE-WIDE FEES AND CHARGES**

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

WHEREAS, for Fiscal Year 2024-25, fee modifications are provided for:

Water:

- Scarsdale Quarterly Accounts
- Scarsdale Monthly Accounts
- Eastchester Water District Quarterly Accounts
- Eastchester Water District Quarterly Accounts
- Quarterly Accounts Served Outside the Village and Eastchester Water District
- Service Charges per Quarter
- Special Bills for a Portion of a Quarterly Period

DPW & Village Engineer

- Inspection (Streets, Sidewalks & ROW)
- Stormwater Permit

Planning Board, BOA, BAR & CHP:

- Watercourse Diversion Permit
- Adjoining Property Buffer

now, therefore, be it

RESOLVED, that the FY 2024-25 Village-Wide Fees & Charges Schedule dated February 16, 2024, attached hereto and made a part hereof, is herein adopted, effective June 01, 2024; and be it further

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

Date: March 26, 2024

To: Alex Marshall, Acting Village Manager

From: Thomas C. Morzello, Assistant to the Village Manager

Date: Tuesday, February 20, 2024

RE: FY 24/25 Village-Wide Fees and Charges Schedule

MEMORANDUM
Village Manager's Office

The attached Table 1, titled 'FY 2024-25 Proposed Village-Wide Fees and Charges Schedule' ("Schedule"), identifies fees and charges levied for Village licenses, permits, and services, excluding the Department of Parks, Recreation, and Conservation, which utilizes a separate fee schedule. The Schedule details all current fees in black, as well as any proposed fee modifications in red. Such proposed changes must be adopted by resolution of the Village Board, pursuant to the Village Code.

The criteria and objectives for changing or creating fees were to:

- Cover material and staff costs, which increase annually.
- Support intended policies and operational outcomes.
- Comply with statutory regulations.

Staff reviewed the Schedule relative to current operating costs and the chronology of previous increases while conducting municipal surveys as deemed necessary. Our current fees and charges structure has remained relatively stable, in contrast to the previous fiscal year. Following last year's more significant overhaul, Department Heads generally opted against further adjustments at this time. In some cases, however, due to factors such as inflation and increased operational costs, adjustments are necessary to ensure the continued financial health of the Village.

The following key modifications have been made for FY 2024-25 to ensure our fees remain relevant and equitable:

- **Water Department:**
 - Service Charges per Quarter (Page 7)
 - Reason: These fees are being increased based on the recommendation of Westchester Joint Water Works to align them with fees in similar communities
 - Special Bills for a Portion of a Quarterly Period (Page 8)
 - Reason: Being raised to remain consistent with comparable communities
- **Department of Public Works (DPW) & Village Engineer:**
 - NEW: Re-inspection Fee for Streets, Sidewalks & Right-of-Way (ROW) (Page 11)
 - Reason: Being introduced to disincentivize repeat inspections
 - NEW: Inspection and Reinspection fees for Stormwater Permit (Page 11)
 - Reason: Being introduced to recoup staff visitation costs, as well as to disincentivize repeat inspections
- **Planning Board, Board of Appeals (BOA), Board of Architectural Review (BAR), & Committee for Historic Preservation (CHP):**
 - NEW: Adjoining Property Buffer Fee (Page 17)
 - Reason: Reflects implementation of recent Village Law, 254-10

Please refer to Table 2, titled 'Fees and Charges Revenues and Estimates,' which illustrates the estimate general fund year-end revenue totals of fees and charges. Of note is the column titled, 'Additional Revenue from Proposed Fee Changes' which details the expected added returns from the proposed fee changes indicated in the Schedule.

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

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

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	Multi-Day Event	10% of Permit Fee, times the number of subsequent days of the event after the first day			Feb 2021
Filming Permit Fees	Student	No fee			Mar 2013
	Nonprofit	No fee + Exp			Mar 2013
	For-Profit	\$500/hr +Exp			Mar 2013
*All filming productions must provide insurance					

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

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

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

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

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
A320-16	Water Meter Replacement	\$360.00		5/8" meter	Mar 2023
		\$440.00		3/4" meter	Mar 2023
		\$500.00		1" meter	Mar 2023
		\$920.00		1 1/2" meter	Mar 2023
		\$1,120.00		2" meter	Mar 2023
A320-18	Testing Water Meters for Meter Test Reading < 103%	\$200.00		5/8"	Mar 2012
		\$200.00		3/4"	Mar 2012
		\$200.00		1"	Mar 2012
		\$275.00		1 1/2"	Mar 2012
		\$275.00		2"	Mar 2012
		all associated costs		>2"	
A320-21	Temporary Discontinuance of Water Service	\$200.00			Mar 2023
A320-21	Abandonment of Existing Service Line	\$300.00			Mar 2023
A320-22	Fire Hydrant Use Permits Tree Spraying-Hydrant Permit (annual) retained	\$500.00		Permit	Mar 2023
A320-22	Fire Hydrant Fee for Areas Outside of Water District Tree Spraying & other Hydrant Use Water Charge	\$500.00		ea.	Mar 2023
		\$450.00 + \$65.00 each		25,000 gal.max. 1,000 gal over 25,000 gal.	Mar 2023 Mar 2023
A320-23	Water Use Charges				

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Scarsdale Quarterly Accounts					
	Base Rate	\$3.76	\$3.87	Per 1 CCF up to 50 CCF per quarter	Mar 2023
	Excess Rate Tier 1	3.0 x Base Rate			Feb 2018
	Excess Rate Tier 2	3.5 x Base Rate			
Scarsdale Monthly Accounts					
	Base Rate	\$3.76	\$3.87	Per 1 CCF up to 500 CCF per month	Mar 2023
	Excess Rate Tier 1	3.0 x Base Rate			Feb 2018
Eastchester Water District Quarterly Accounts					
	Base Rate	\$5.15	\$5.31	Per 1 CCF up to 50 CCF per quarter	Mar 2023
	Excess Rate Tier 1	3.0 x Base Rate for Use above 50 CCF to 125 CCF per Quarter			Feb 2019
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per Quarter			

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Eastchester Water District Monthly Accounts					
	Base Rate	\$5.15	\$5.31	Per 1 CCF up to 500 CCF per month 1 CCF = appx. 749 gallons	Mar 2023
	Excess Rate Tier 1	3.0 x Base Rate			Feb 2018
Quarterly Accounts Served Outside the Village and Eastchester Water District					
	Base Rate	\$5.15	\$5.31	Per 1 CCF up to 50 CCF per quarter 1 CCF = appx. 749 gallons	Mar 2023
	Excess Rate Tier 1	3.0 x Base Rate for Use above 50 CCF to 125 CCF			Feb 2019
	Excess Rate Tier 2	3.5 x Base Rate for Use Above 125 CCF per			
A320-23	Service Charges per Quarter	\$24.00	\$30.00	5/8" meter	Mar 2022
		\$36.00	\$45.00	3/4" meter	Mar 2022
		\$48.00	\$60.00	1" meter	Mar 2022
		\$120.00	\$150.00	1 1/2" meter	Mar 2022
		\$156.00	\$195.00	2" meter	Mar 2022
		\$288.00	\$360.00	3" meter	Mar 2022
		\$480.00	\$600.00	4" meter	Mar 2022
		\$960.00	\$1,200.00	6" meter	Mar 2022
A320-	Water Charge - Construction Purposes (Prior to installation of meter)	\$900.00		per year	Mar 2012

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
A320-25	Special Bills for a Portion of a Quarterly Period	\$70.00	\$100.00		Feb 2014
		\$24.00		5/8" meter	Mar 2022
		\$36.00		3/4" meter	Mar 2022
		\$48.00		1" meter	Mar 2022
		\$120.00		1 1/2" meter	Mar 2022
		\$156.00		2" meter	Mar 2022
		\$288.00		3" meter	Mar 2022
		\$480.00		4" meter	Mar 2022
		\$960.00		6" meter	Mar 2022
A320-26	Penalties for unpaid water bills			After 1 mo. and up to 2 mo. 5%. Thereafter, an add 1% per mo.	
A320-26	Unpaid Water Bill Penalty (service restoration after 3 month shutoff)			Additional Charge	Mar 2005
Sanitary Sewer Rent Charge					
244-4	Scarsdale Water Accounts	\$0.95		Per unit of water	Mar 2023

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Alarms					
107-5	License Fees - Alarm User Permit	\$85.00			Mar 2010
107-13	False Alarm Charges (Monitored Privately)				
	First False Alarm per year	No Charge			Mar 2010
	Second False Alarm per year	\$75.00			Mar 2023
	Third False Alarm per year	\$150.00			Mar 2023
	Four to Six Alarms per year	\$200.00			Mar 2023
	Each Additional up to ten per yr.	\$250.00			Mar 2023
	Eleven or more per year (ea.)	\$300.00			Mar 2023
	Nonlicensed False Alarm	\$150.00			Mar 2023
107-13	Suspended Permit False Alarm	\$160.00		plus Applicable False Alarm Charge Per Schedule	Mar 2023

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
DPW & Village Engineer					
163-3	Permit for Blasting	\$2,500.00			Mar 2008
179-7	Fee for Dumping at Village at Disposal Site	\$17.50		per 200lbs	Feb 2019
		No Charge for -residents only-		first 200lbs/day	
	Recyclable Yard Organic Bags	\$4.00		5 Bags	Mar 2009
	Small Starter Kit (Food Waste)	\$20.00		per kit	Feb 2019
	Large Starter Kit (Food Waste)	\$25.00		per kit	Feb 2019
	Large Wheeled Bin (13gal)	\$15.00		per bin	Feb 2019
	Food Waste Composting 3 Gallon Bags (25/Roll)	\$2.00		per roll	Feb 2017
	Food Waste Composting 13 Gallon Bags (25/Roll)	\$5.00		per roll	Feb 2017
	Food Waste Composting 23 Gallon Bags (25/Roll)	\$9.00		per roll	Feb 2019
245-3	Sidewalk Café	\$5.00		per square foot/yearly	Feb 2014
	Right of Way Deposit	\$10.00		per square foot	Feb 2021
256-1	Right-of-Way License Agreement/Permit	\$1,250.00			Feb 2017
	Right-of-Way Annual Maintenance Fee	\$150.00			Feb 2018
256-4	Street and/or Sidewalk Opening Permit Fee	\$250.00		per opening (4 sq yard)	Feb 2021
	Street Restoration (Deposit)				
	Dirt Roads/Paper Street	\$300.00			Mar 2008
	Scenario "A"	\$2,000.00			Mar 2023
	Scenario "B"	\$4,000.00			Mar 2023
	Scenario "C"	\$4,000.00			Mar 2023
	Scenario "D"	\$5,000.00			Jun 2016
	Scenario "E"	\$5000 DEPOSIT			Jun 2016
	Scenario "F"	\$10000 DEPOSIT			Jun 2016

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
256-4	Street Opening without permit				
	1st Event	\$500.00			Feb 2021
	2nd Event	\$1,000.00			Feb 2021
	3rd Event	\$1,500.00		plus \$1/\$1,000	Feb 2021
	4th Event	\$2,000.00			Feb 2021
	(The fees identified per Event are exclusive of the \$250.00 Street Opening Base Permit Fee. The accrual of each event is calculated on a 24 month rolling basis.)				Feb 2021
256-11	Inspection (Streets, Sidewalks & ROW)	\$150.00		per inspection	Feb 2019
	Re-inspection Fee		\$150.00	per inspection	NEW
	Hourly Inspection Fee - Construction, Engineering	\$100.00		per hour	Feb 2021
	Temp. Parking Permit at a metered space	\$50.00		per day	Feb 2021
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00			Mar 2007
	b) All pipes	\$350.00			Mar 2007
254-7	Stormwater Permit				Feb 2021
	a) Existing Residential Property Improvements	\$900.00			Feb 2021
	b) New Home Construction	\$1,600.00			Feb 2021
	c) Non-Residential	\$900.00		Plus \$1 per \$1,000 of estimated construction costs	Feb 2021
	d) Revisions to stormwater permit	\$500.00			Feb 2021
	e) Inspection		\$600.00	flat fee to cover up to four basic inspections	NEW
	e) Reinspection		\$150.00	Per reinspection	NEW
256-11H	Utility connection to sanitary sewer system				
	a) Catch basins/Manholes	\$500.00			Mar 2007
	b) All pipes	\$350.00			Mar 2007
277-8	Excavations & Removals of Topsoil				

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	a) Excavation - Minimum	\$1,500 for 20,000 cubic yards		plus 10 cents a yard over 20,000 yards	Mar 2001
	b) Removal of Topsoil	\$500 for an area of 5,000 square feet		plus 10 cents a yard over 20,000 yards	Mar 2001
281-4E	Tree Removal Permit Application	\$50/Tree		1 - 4 Trees **	Jun 2018
		\$60/Tree		5-17 Trees	Jun 2018
		\$75/Tree		18 or more trees	Jun 2018
		*** Two "As of Right" Trees as per Village Code 281-3D do not require fee			
	Donation Tree Preservation Fund in lieu of replacement trees	\$500.00		1 Tree	Mar 2023
		\$600/Tree		2 to 4 Trees	Mar 2023
		\$700/Tree		5 to 10 Trees	Mar 2023
		\$800/Tree		Greater than 10 Trees	Mar 2023
	General Site Restoration Deposit for Crane or Heavy Equipment	\$1,000.00		Refund upon stump removal and final site restoration	Jun 2018
	Replacement Tree Deposit	\$500/ Tree		Per 1 Tree	Mar 2023
281-8C	Tree Removal Permit Extension	\$50.00		1 or 2 trees (Trees #3 & #4)	Mar 2009
		\$100.00		3 or more trees (Trees #5+)	Mar 2009

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Building Department					
132-6	Plumbing Permit Fees: Up to 4 Fixtures	\$150.00			Feb 2021
	More than 4 Fixtures-per Fixture	\$25.00		per fixture	Feb 2021
	Fuel Oil Tank Removal/Installation	\$150.00			Mar 2023
	Oil/Gas Burner Installation/Removal	\$150.00			Mar 2023
	Electrical Inspection Fee	\$100.00			Feb 2018
132-33	Building Permit Fees				
	Estimate Cost of Work Up to \$1,000	\$100.00			Mar 2023
	\$1,000 to \$4,999,999	\$100.00		Plus \$18 for each \$1,000 or fraction thereof over \$1,001	Feb 2021
	Over \$5,000,000	\$91,000.00		Plus a fee to be set by resolution of the Village Board	Feb 2021
	Reinspection	\$100.00			Mar 2023
132-25	Extension of Expired Building Permit	\$500.00		1/24 of original Building Permit Fee multiplied by # of months extended, but in no case less than \$500	Mar 2008
132-32	Demolition Permit	\$1,000.00		\$2.00 per sq. ft. >750 sq. ft.	Mar 2023
132-33C	Review Amended Plans	\$150.00		Not to exceed 50% of the original permit fee	Mar 2023

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
133-2C	Multiple Plan Review	\$100.00		per plan review after the first review	Feb 2021
132-2C	Work done without a Building Permit	Prior to 1995 1995 to present		two times the cost of a permit three times the cost of a permit	Mar 2002 Mar 2002
132-34	Public Property Damage Deposit				
	a) Disturbance			Per linear ft.	Mar 2001
	b) Minor Disturbance	\$600.00		Lump sum payment	Jan 2006
132-51	Certificate of Use or Occupancy	\$150.00			Feb 2021
132-55A/B	Pre-Date Letter	\$300.00			Feb 2021
	First 2 Temporary CO's	\$150.00		Each	Feb 2021
	For Temporary CO's thereafter	\$300.00		Each	Feb 2021
	Request for Copies/Micro Film	\$20.00		Copy	Feb 2021
317-16	CO for building permits over 5 yr	\$200.00			Feb 2021
	Filing Fee for Appeals to the Board of Architectural Review on Rulings of Building Inspect.	\$200.00			Feb 2021
317-21	Filing Fee for Hardship Variances	\$100.00			

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

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

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	New Fixed Location	\$1,000.00		per new tower, support structure, or base station	Mar 2022
(306-22)	Annual Registration Fee	\$270.00		per small cell wireless facility	Mar 2022
(306-6, -9, -22)	Other Fees	Plus all objectively reasonable consulting engineering and legal costs to the Village related to a single application			Mar 2022
310-67	Special Use Permit: Non Conformity - Residential	\$50.00			Mar 2008
310-67	Special Use Permit: Non Conformity - Non Residential	\$75.00			Mar 2008
310-70C	Parking Waivers	\$500.00			Mar 2013
310-75A	Registration - Home Occupation	\$100.00			Mar 2023
310-88	Special Use Permit - Residential	\$800.00			Mar 2023
310-89	Special Use Permit - Non Residential	\$750.00			Mar 2023
310-98	Legal Review Fee - Planning, Zoning Board	\$550.00		per application (determined by Planning Board upon consultation of Village Planning and Village Attorney)	Mar 2023
310-98A	Application for re-hearing/BOA	\$350.00			Mar 2023
310-98B	Application for a Change of Zoning	\$1,500.00			Mar 2023
310-87	Application for Variance	\$550.00			Mar 2023
A316-9	Appeal Building Inspector Decision to BOA	\$550.00			Mar 2023
A319-17	Planning Board - App. Fee Wetlands	\$550.00			Mar 2023

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	Variance from Flood Damage Prevention	\$500.00			Mar 2013
A319-17	Subdivisions - Preliminary	\$1,500.00		plus	Mar 2016
		\$250.00		per new lot created	Mar 2013
A319-17	Subdivisions - Final	\$1,500.00		plus	Mar 2016
		\$350.00		per new lot created	Mar 2013
A319-17	Approved Subdivision Extension App.	\$100.00			Mar 2013
A319-17	Site Plans - Non Residential	\$1,100.00		plus	Mar 2023
	Up to 25 spaces	\$40.00		per parking space	Mar 2004
	Over 25 spaces			Fee set via Village Board resolution	Mar 2004
A319-17	Site Plans - Residential				
	New Houses	\$500.00			Mar 2013
	Addition	\$300.00			Mar 2013
254-10	Adjoining Property Buffer		\$500.00		NEW
A319-39	Pre-Application Conference Review	\$300.00			Mar 2023
	Neighbor Notification Fee	\$100.00		Per List (required for all applications to Land Use Boards)	Feb 2021

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

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

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	Christie Place Resident Semi-Annual	\$900.00			Aug 2021
	Christie Place Non-Resident Annual	\$2,475.00			Aug 2021
	Christie Place Non-Resident Semi-Annual	\$1,300.00			Aug 2021
290-85	East Parkway Outdoor Lot Annual	\$2,200.00			Aug 2021
290-85	Freightway Non-Resident Semi-Annual	\$880.00			Feb 2020
290-85	Freightway Non-Resident Annual	\$1,650.00			Feb 2020
290-85	Freightway Resident Semi-Annual	\$605.00			Feb 2020
290-85	Freightway Resident Annual	\$1,100.00			Feb 2020
290-85	Freightway Resident Summer Seasonal	\$350.00			Feb 2017
290-85	Freightway Merchant Rooftop Annual	\$500.00			Aug 2021
290-85	Freightway Merchant Rooftop Semi-Annual	\$300.00			Aug 2021
290-85	Freightway Garth Road Annual	\$1,300.00			Aug 2021
290-85	Freightway Garth Road Semi-Annual	\$725.00			Aug 2021
290-85	Scarsdale Meter Permit (Annual)	\$125.00			Aug 2021
290-85	Merchant's Permit (Annual)	\$1,200.00			Aug 2021
	Merchant's Permit (Semi Annual)	\$700.00			Aug 2021
290-86	6-Month Village Hall Parking Permit	\$170.00			Jun 2006

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
	12-Month Village Hall Parking Permit	\$330.00			Jun 2006
	Motorcycle/Scooter Parking Permit	\$200.00			Mar 2011
	Quarterly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage			One-Third (1/3) of Annual Permit Pricing	Mar 2022
	Monthly Parking Permits				
	Merchant Lot, Station Premium Lot, Christie Garage, Freightway Garage			One Tenth (1/10) of Annual Permit Pricing	Mar 2022

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Police					
192-4	Fingerprinting	\$30.00		Per Card	Mar 2010
	Digital Photo Fees	\$30.00		Per CD	Mar 2001
		\$15.00		Per Sheet Photos	Mar 2001
		\$10.00		Digital copy of Polaroid	Feb 2015
	Preparation of good conduct letters	\$25.00		Per letter	Mar 2004
290-64	Vehicle Towing	\$75.00		Plus storage fee	Mar 2012
290-67	Vehicle Storage	\$45.00		Per day	Mar 2023

TABLE 1: FY 2024-25 DRAFT FEES & CHARGES SCHEDULE

Section	Subject	Adopted Fee	New Fee	Per Unit	Latest Revision
Fire					
132-66E	Installation, removal and abandonment of storage tanks intended to contain flammable liquids Class I or II	\$150.00		Plus \$100 per inspection for every hour over one.	Mar 2000
132-66	Storage, handling and use of flammable liquid	\$100.00		Plus \$75 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00		Plus \$75 per inspection for every hour over one.	Mar 2000
132-66	Storage of Toxic and Flammable fumigants	\$100.00		Plus \$75 per inspection for every hour over one.	Mar 2000
	Annual Renewal	\$75.00		Plus \$75 per inspection for every hour over one.	Mar 2000
132-66	Permit for Installation and maintenance of liquid propane gass, tanks, piping, applicances and equipment	\$200.00		Plus \$100 per inspection for every hour over one.	Mar 2005
132-66	Establishing a public garage and/or gas/oil storage filling station	\$300.00		Plus \$100 per inspection for every hour over one.	Mar 2001
132-66	Annual Renewal for Gasoline/Oil storage filing station	\$150.00		Plus \$75 per inspection for every hour over one.	
132-66G	To establish and maintain or use a place of assembly	\$175.00		Plus \$100 per inspection for every hour over one.	Feb 2014
132-66H	To establish and maintain a dry cleaning plant	\$250.00			Mar 2000
	Annual Renewal	\$100.00			Mar 2000
132-66I	To erect a temporary tent or booth to which the public has access	\$125.00			Mar 2005
132-66J	Storage and Display of Holiday Trees	\$60.00			Mar 2000
132-66K	Public Display of Fireworks	\$125.00			Mar 2002
247-5	Handling and Storage of Commerical Signs confiscated from Village Property	\$50.00			Mar 2002

TABLE 1: FY 2024-25 **DRAFT FEES & CHARGES SCHEDULE**

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

TABLE 1: FY 2024-25 **DRAFT** FEES & CHARGES SCHEDULE

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



To: Alex Marshall, Acting Village Manager

From: Charles Hessler, Assistant Village Manager

Date: Wednesday, March 20, 2024

RE: Public Comments Received between March 06, 2024 and March 20, 2024

MEMORANDUM
Village Manager's Office

Attached, please find the public comments received between March 06, 2024 and March 20, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

Christine Sciandra

From: Robert Reiffel <rsreiffel@gmail.com>
Sent: Tuesday, March 12, 2024 5:17 PM
To: Planning; Mayor Justin Arest; Public Comments; Taylor Emanuel
Subject: Please distribute to the Planning Board and Trustees
Attachments: Planning Board 2024.doc; Hudson Engineering).pdf; NJ Stormwater Best Practices.pdf

CAUTION: External sender.

Please distribute the attached to the Planning Board and the Trustees in advance of the meeting on March 20.

Thank you very much.

Robert Reiffel

March 12, 2024

To: Members of the Planning Board

This letter is regarding the proposed development at 80 Garden Road. There will be several components, which I am sending now so that there will be ample time to review them before the meeting of March 20. I understand this is quite a lengthy document. However, this issue has come up many times and I want to be certain that the current members of the Board have all the information you need to put it to rest once and for all.

First is a copy of a letter I sent on August 11, 2021:

August 11, 2021

To: Members of the Planning Board

I have lived at 15 Cayuga Road since 1985. The Sheldrake River runs through our back yard and we built a bridge across it soon after we moved in. During conversations with the Village Engineer at the time, Richard Haggblad, he told us that he had informed the Village that the infrastructure that had been built during creation of our neighborhood was inadequate. In fact, the square footage of clearance under our bridge, as determined by Gabriel E. Senior, PC., was 55.29 sq. ft, whereas the clearance under Oneida Road, only 25 yards upstream, was only 12.6 sq. ft. Since the area was first developed, there have been many more homes built and, until recently, there has been little infrastructure improvement made to rectify the situation, which was, as mentioned, inadequate from the beginning.

In 2007, there was a major flood, causing millions of dollars of damage to 100 homes in our community, which was roped off because of flooding, meaning that ambulances could not access the area at a time when one person suffered a broken leg and another suffered an electrical injury because of the flooding. Soon after that, because preliminary work had been done and because the Fox Meadow region caused flooding on the Bronx River Parkway, work was done along the Post Road area to mitigate flooding in that part of Scarsdale. However, the portion of Scarsdale that drains into the Long Island Sound in Mamaroneck was not addressed. It took many additional years to repair the dam at the outflow of the Cayuga Pond and enlarge the culvert flowing under Cayuga Road, but nothing else major was done to improve the situation in the 700-plus acres that had already suffered from rainwater and sewage backup in the Sheldrake River area.

The Village did engage the services of Dvirka & Bartillucci, which was budgeted at approximately \$250,000.00 and cost approximately twice that amount, to study storm water management and flooding in all of Scarsdale. That report identified Garden Road as SR-2, one of six critical sub-drainage areas in the Village. The premise for storm water management is that water is to be stored upstream and released slowly downstream so as not to cause too much flooding on its way down to the Long Island Sound in Mamaroneck. In order for water to be stored, there must be areas of sufficient capacity to retain such water, meaning they must be empty before a storm. In addition, vegetation and trees must be plentiful in order to dry out the area as much as possible. Impervious structures such as driveways, roads, houses, walkways, and swimming pools all prevent such absorption and storage and divert floodwaters elsewhere, meaning into neighboring houses.

The proposed storm water management system for the 80 Garden Road development is that an underground storage system will be built to detain such water at the time of a rain event and then let it out slowly into the surrounding soil. However, the very reason this is a wetlands is that the soil is more clay-based and not absorptive. Trying to build a detention basin in a wetlands is like trying to build one on the shores of a lake – while the sand might look dry, if you dig down a few feet you will find water flows into your pit and not out of it. The same thing will happen to a drywell in a wetlands. The surrounding soil, with its high water table and constant wetness, will just leak water into the drywell instead of allowing water to leak out of the drywell slowly. Adding a few feet of dirt to the area will not change the nature of the soil beneath it.

In addition, replacing what little absorptive capacity the area currently has (with some of it already removed) with impervious structures will only serve to increase the danger this project poses to all areas downstream.

This entire project was contemplated a number of years ago and abandoned because it was not feasible. I will read you a portion of the letter I wrote to the Planning Board on December 4, 2009 regarding the issue and have attached it hereto for your reference.

The studies as to ground water elevation were done in the summer, when the ground is dry and not in April, when it is wet. That is like studying the number of toll lanes needed on the George Washington Bridge at 3:00 in the morning instead of rush hour. Any such studies must be done at the right time of year and be independently verified by an impartial reviewer and the impression of the developer's engineer not relied upon as the sole source of the data. I am certain other individuals have stressed that fact in this regard.

In summary, as US Supreme Court Justice Oliver Wendell Holmes put it, "Your Liberty To Swing Your Fist Ends Just Where My Nose Begins." That means that the rights of the proposed developer of this property must be weighed against the rights of all of us who would be put in danger because of it. We have elected and employed individuals as part of the Scarsdale Village Board and its committees and Village Officials whose duty it is to protect all the citizens. Allowing this development to proceed in the face of clear and concise knowledge that the existing infrastructure is already inadequate would be an irresponsible act. If we lived on the banks of the Hudson River and all storm water could be quickly and easily dealt with, we would not be having this conversation. However, that is not the case. Therefore, since simply maintaining the current inadequate situation is already insufficient, allowing further development in an area that has already been documented as "critical" by a study paid for by the Village at considerable expense would be improper.

Robert S. Reiffel, M.D.
15 Cayuga Road
Scarsdale, NY 10583

Residents of our neighborhood were encouraged last Fall when David Goessl expressed interest in possibly rerouting water from Wheelock Road directly to Catherine Road, bypassing the artificial diversion that had been created when our neighborhood was developed in the 1960's and that now adds to the increased unnecessary flooding in our area. Although I sent the following letter to him and to the Mayor and members of the Board of Trustees, I have not received a reply:

Dear David,

Unfortunately, I was out of town at the time of the recent meeting regarding flooding in Scarsdale. However, I am given to understand that a number of the Trustees did not seem to understand the history, scope, or magnitude of the problem, so I am copying them on this letter.

As you and I discussed, Richard Haggblad was the Village Engineer when the Leatherstocking/Seneca/Oneida/Cayuga Road area was developed in the 1960's. He told me that he advised the Village that the stormwater drainage system was inadequate for the area at the time, especially since the area is a natural wetlands to begin with. Of course, the amount of development and impervious surface construction has increased significantly since then, creating the crisis situation that now exists. This is analogous to building a 10 story building on a foundation that will only support 2 stories – something bad is going to happen.

I am a 75-year resident of Scarsdale and have lived in my house at 15 Cayuga Road since 1985. Since then, not only have we witnessed the progressive construction of more impervious surfaces, but also Fenway Golf Club was permitted to dig a number of wells, which actually bring more aquifer water to the surface, thereby increasing the amount of groundwater and increasing the risk of flooding.

We witnessed our first major flood in 2007, when virtually every home in our neighborhood was severely damaged. One neighbor suffered a broken leg and another suffered an electrical injury. Unfortunately, the area was roped off due to the flooding, so ambulances could not enter.





Two years later, the Village spent approximately \$250,000.00 to hire D&B to study the area and they concluded that our 750-acre area is one of the most flood-prone in the Village. That was almost 15 years ago. True, the culvert under Cayuga Road was enlarged and Benny Salanitro found that a small connecting pipe was supposed to connect two culverts when the area was developed but was omitted, so he had that constructed. However, these remedial effects are totally inadequate to solve the problem that exists, not to mention keeping up with the ongoing construction of houses, swimming pools, etc.

As you and I discussed, basically all 750 acres, as well as additional areas whose water is diverted/piped into our area are forced ultimately to drain through one, single culvert that runs lengthwise under Canterbury Road before exiting above ground on Catherine Road near the Middle School. This is clearly untenable.

While I understand that the residents of Barry Road suffer from raw sewage that comes out from the sanitary sewer system into their houses during rain events, our area suffers from the same problem. Here is a photograph of the source of the 30 inches of raw sewage that entered my house during the 2021 storm. Please note that this was 12 years after the D&B study,



I would like to note that, when we moved into our house, I noted that the sump pump was connected to the sanitary sewer pipe – clearly a violation and most certainly a major contributor to the above problem throughout the Village. Therefore, I had a new pipe run out of the house and connected to the outside gutter downspout. Clearly, I am in the minority here. I strongly suggest that the Village inspect every house for this issue as the recently-passed legislation regarding televising the sewers at the time of sale or remodeling will take too long to have an effect. While there may be legal issues regarding inspection, I am sure that there is some way to accomplish this legally.

I read the Memorandum written by Robert Cole that was presented at the recent work session. Please note that it is more than a year and a half old. In it, he discusses a workshop that was held almost 2 years ago. He describes the Hanover/Wheelock water that, as you and I discussed, drains artificially down to Cayuga before ultimately entering the bottleneck under Canterbury. The suggestion that it may not be worth diverting that directly to Catherine makes no sense, because it goes there eventually, meaning that it is downhill. Allowing it to go directly to Catherine by excavating a short distance will still be, ultimately, downhill and will alleviate some of the excess water impacting Cayuga Road.

What I want the Trustees to understand is that this problem was created by the Village a long time ago. While some have said our area should not have been developed, or our houses should be on stilts, that is clearly not a solution. We have seen study after study, workshop after workshop, meeting after meeting and promise after promise over decades. The Village has collected our taxes, received payment for building permits, etc., yet the problem still exists and is getting worse. This is not an issue that the residents, ourselves, can solve.

As you can see, therefore, there is a substantial problem that affects the health and safety of numerous Scarsdale residents that has not been remedied and should not be allowed to worsen by permitting additional development.

Regarding the proposed development and the apparent plan for storm water management, in 2013, Hudson Engineering sent a comprehensive report regarding the area. One particularly relevant section of that report stated the following:

“As described in the second bullet in our February 20, 2013 Memorandum, it remains our professional opinion that the Applicant has not adequately demonstrated the historic high groundwater levels at the Project Site, as required by Village Code Section 254-9. As explained previously, such historic high groundwater levels is the most critical determining factor when subsurface exfiltration devices are utilized in a stormwater design, as proposed here. The failure to account for the historic high groundwater levels, or in this instance, a fluctuating water table, has the real potential to cause groundwater to usurp the storage volume of the exfiltration devices. This could cause an increase in the volume of overland stormwater flows exiting the Project Site. Such an unanticipated increase in overland flows would compromise the downstream receiving waters.”

I will send the entire document under separate cover.

This becomes important because, as can be seen in the New Jersey Stormwater Best Practices Manual, which I will send under separate cover, the depth of seasonal high groundwater level relative to the proposed drywell is a critical factor. Furthermore, adding 4 feet of topsoil will not be enough to meet the design criteria in that document, because of the necessary clearance below the drywells and the lack of permeability of the soil beneath that added layer. It is, after all, already a wetlands.

In summary, while past mistakes, such as allowing development with inadequate infrastructure, artificially diverting water into susceptible neighborhoods and allowing further unrestrained development without consideration as to deleterious effects already sustained cannot be undone, there comes a time when the health and safety of many Scarsdale residents must be placed before the financial desires of a few individuals. Please, therefore, do the right thing and put this proposal to rest, once and for all.

Yours Sincerely,

Robert Reiffel
15 Cayuga Road



HUDSON
ENGINEERING
&
CONSULTING, P.C.

May 14, 2013

Seth Ross, Chairman
Members of the Planning Board
Village of Scarsdale
Village Hall
1001 Post Road
Scarsdale, New York 10583

Re: Woodland Close Subdivision
Scarsdale (T/V)

Dear Chairman Ross & Members of the Planning Board:

Hudson Engineering & Consulting, P.C. represents Mr. Robert H. Falk, the owner of 3 Willow Lane, Scarsdale. We have been asked to evaluate the potential drainage, stormwater and flooding impacts to the Falk Property as a result of the proposed Woodland Close 6-lot subdivision.

In addition to all of the materials previously reviewed and referenced in our prior reports, we have reviewed the following new material submitted by the Applicant:

- Stormwater Pollution Prevention Plan, dated (revised) April 25, 2013, prepared by Eliot Senor P.E. & L.S. (the "SWPPP");
- Plans consisting of 3 sheets entitled (i) "Site Plan & Stormwater Pollution Prevention and Erosion Control Plan" (sheet 4 of 5), dated April 8, 2013, (ii) "Drainage Plan" (sheet 5 of 5), dated April 8, 2013, and (iii) "Plan Showing Cross Section and Deep Test Pit Locations," dated April 25, 2013 each prepared by Eliot Senor P.E. & L.S. for the proposed Woodland Close Subdivision.

As described in the second bullet in our February 20, 2013 Memorandum, it remains our professional opinion that the Applicant has not adequately demonstrated the historic high groundwater levels at the Project Site, as required by Village Code Section 254-9. As explained previously, such historic high groundwater levels is the most critical determining factor when subsurface exfiltration devices are utilized in a stormwater design, as proposed here. The failure to account for the historic high groundwater levels, or in this instance, a fluctuating water table, has the real potential to cause groundwater to usurp the storage volume of the exfiltration devices. This could cause an increase in the volume of overland stormwater flows exiting the Project Site. Such an unanticipated increase in overland flows would compromise the downstream



HUDSON
ENGINEERING
&
CONSULTING, P.C.

Seth Ross, Chair
Members of the Planning Board
May 14, 2013
Page 2 of 4

receiving waters, including the stream running through Mr. Falk's backyard just 100 yards down gradient from the Project Site.

As also explained in our February 20th Memorandum, the presence of "soil mottling," or the lack thereof, is the primary indicator of historic high groundwater levels. We noted that the prior SWPPP did not contain any information regarding soil mottling. Nor did the Applicant provide the daily field logs, which should have contained notes regarding mottling in accordance with standard engineering practices. It is also customary to provide those field logs as part of the SWPPP. This has not been done here. Instead, the current revised SWPPP has been amended to add the words "no mottling" (SWPPP, pp. 6-7). There is no explanation for the basis of now including "no mottling" in the current SWPPP, when such language was not contained anywhere in the prior versions of the SWPPP.

The only way to properly determine the historic high groundwater levels is to perform a forensic analysis to observe the soils for mottling based upon new deep hole tests. The previous forensic examination that was performed by the Village's consultant, Beth Evans Associates, and whose results are contained within a memorandum dated December 20, 2007, revealed high groundwater levels at the Site (and levels higher than what was represented by the Applicant at that time). Although the proposed exfiltration devices would be located in a different area of the Site, the same soils are present throughout the Site, and thus the same type of forensic analysis is required.

As also described in the second bullet in our February 20th Memorandum, while the groundwater monitoring that occurred between October 2012 and April 2013 is indicative of *current* groundwater levels, it does not take into account the *fluctuations* in groundwater levels that occur year to year. The monitoring of groundwater over a seven (7)-month period is a "blip" in time when one considers the 50+ year life span of subsurface exfiltration devices, such as the proposed Cultec® chambers specified on the design plans. Observing the soils for mottling would reveal historic information about the fluctuations in the groundwater levels over time. The stormwater system must be designed to account for the historic seasonal high levels.

To further illustrate the importance of observing the Site's soils for the presence of mottling, we have examined the annual rainfall for the past eleven years based on data available at a White Plains measuring station. The information is contained below and is also available through the following web site.



Seth Ross, Chair
Members of the Planning Board
May 14, 2013
Page 3 of 4

http://www.wunderground.com/history/airport/KHPN/2009/5/1/CustomHistory.html?dayend=1&monthend=5&yearend=2010&req_city=NA&req_state=NA&req_statename=NA

May 1 st to May 1 st	Inches of Rainfall
2012-2013	33.47
2011-2012	55.46
2010-2011	46.89
2009-2010	27.29
2008-2009	40.14
2007-2008	40.15
2006-2007	63.93
2005-2006	50.68
2004-2005	52.84
2003-2004	53.59
2002-2003	51.89

Groundwater levels can fluctuate from year to year depending on rainfall amounts and we have experienced a particularly dry period since October 2012, resulting in a low rainfall volume for the period from May 2012 to May 2013. Thus, it is very important to perform new deep hole tests and observe the soils for mottling to determine the historic high groundwater levels and not rely on current groundwater monitoring results.

The current revised SWPPP continues to omit the information necessary to conclude whether the proposed system is suitable to assure protection of the downstream receiving waters, including the stream on Mr. Falk's property. In addition to historic high groundwater levels, the revised SWPPP also does not contain the Watershed Maps described in the first bullet of our February 20th Memorandum. The SWPPP and accompanying drawings also continue to leave out any information regarding the treatment for the lawns and landscaped areas. Given that the Project Site is located in a Village designated Local Critical Sub-Drainage Basin, and given the known flooding conditions downstream of this Site, all of this information is critical in evaluating the proposed stormwater mitigation plan.

Furthermore, the statement contained on page 15 of the SWPPP, Section 5.2, that "the area in the vicinity of the Premises is not and will not be prone to flooding," is misleading. The Village-Wide Comprehensive Storm Water Management Plan



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&
CONSULTING, P.C.

Seth Ross, Chair
Members of the Planning Board
May 14, 2013
Page 4 of 4

recognizes that properties directly adjacent to the stream, such as the Falk property, are prone to flooding (p. 2-2). None of the proposed corrective actions by the Village referred to in section 5.2 of the SWPPP, if they were to be implemented at some time in the future, apply to the area where the Falk property is located. This project has the potential to exacerbate the frequency of flooding if the stormwater management mitigation measures are not designed, installed and maintained properly. Moreover, the stormwater conditions in the vicinity of the Project Site as documented by the Plan warrant an extremely careful and conservative approach to gathering and interpreting data with respect to seasonal high ground water levels.

In our professional opinion, the SWPPP remains deficient as described in this report and in our February 20th Memorandum. Therefore, it is still premature to review and comment upon the drainage calculations or other information contained in the SWPPP until the threshold data is provided.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to be 'MFS', written over a circular stamp.

Michael F. Stein, P.E.
President

A large, stylized handwritten signature in black ink, appearing to be 'WEL', written over a circular stamp.

William E. Laehenauer
Project Coordinator

C: Mr. Robert Falk

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May 14, 2013

By Hand Delivery

Hon. Seth Ross
Chairman of the Village of Scarsdale Planning Board
and Members of the Planning Board
Village Hall
1001 Post Road
Scarsdale, New York 10583

**Re: KOS Building Group LLC
Woodland Close 6-lot Subdivision (the "Project")
Comments on Applicant's April 2013 Submission, and D&B's Review**

Dear Chairman Ross and Members of the Planning Board:

We represent Robert Falk, the owner of 3 Willow Lane. This letter comments upon the Applicant's recent submission, including the once-again deficient Stormwater Pollution Prevention Plan, last revised April 25, 2013 (the "SWPPP"). This letter also comments upon the review letter submitted by D&B Engineers and Architects, P.C. ("D&B"), dated May 10, 2013.

Mr. Falk has previously raised serious concerns, substantiated by the expert opinion and testimony of Hudson Engineering & Consulting, P.C. ("Hudson Engineering"), about the Project's potential significant adverse stormwater impacts to his property, where his family has lived for almost 45 years.¹ Mr. Falk continues to have such concerns because the Applicant still has not provided the requisite information pertaining to the seasonal high water table levels. Mr. Falk has no objections to the Project in concept, but has serious objections to the Applicant's unproven stormwater mitigation practices.

¹ It is our understanding from the Village Planner that new Board Members Blum and Longman have been provided copies of the Record in the current proceedings. Our firm submitted comment letters dated October 22, 2012, October 26, 2012, January 28, 2013, February 20, 2013, and April 1, 2013, including various Exhibits annexed to most of those letters. In addition, Hudson Engineering submitted a technical report dated February 20, 2013. For the convenience of the new Board Members, we are submitting a separate package for them containing copies of these materials.

In sum, the proposed infiltration system depends entirely upon accurate seasonal high groundwater measurements. If it fails because of incorrect data, overflow water would enter the municipal system and discharge directly into the stream on Mr. Falk's property. The chances of flooding and other drainage-related impacts would be significantly increased. The same level of diligence that the Planning Board took in evaluating the proposed system and soil conditions in the prior proceedings is required here, including an independent forensic analysis of the seasonal high groundwater level in accordance with best stormwater engineering practices. Until this occurs, a major gap will remain in the Board's Administrative Record, and any favorable determination on this Application would be arbitrary and unsupported by the technical evidence in the Record.

We respectfully refer the Planning Board to our prior submission materials for Mr. Falk's full comments on the proposed SWPPP and Project, including, but not limited to, this firm's letter dated April 1, 2013 (the "April 1st Letter"), and the report of Hudson Engineering dated February 20, 2013. Enclosed is a new report prepared by Hudson Engineering, dated May 14, 2013 (collectively, the "Hudson Reports"). These materials elaborate upon all of the critical stormwater issues relating to the Planning Board's review of the SWPPP and Project pursuant to Village and State requirements, none of which have been adequately addressed in the Applicant's current materials. We do not repeat each and every prior comment herein. All of our and Hudson Engineering's prior comments remain valid, and are incorporated herein by reference.

Major Gap In Administrative Record

A major gap remains in the Board's Administrative Record in this proceeding because the Applicant continues to submit a SWPPP that completely lacks the necessary threshold data regarding the "*depth to seasonal high water*" as required by Village Code Section 254-9C(3). (See April 1st Letter at 1-2; see generally Hudson Reports). With such critical information missing, the SWPPP cannot lawfully support a rational determination on this subdivision application, or allow the Board to satisfy its "hard look" obligation under SEQRA. (See April 1st Letter at 4). While the lengthy SWPPP and its over 300 pages of computer-generated calculations may look impressive to the casual observer, it means absolutely nothing from a technical stormwater design perspective if the depth to seasonal high groundwater level is wrong. See County of Orange v. Vill. of Kiryas Joel, 815 N.Y.S.2d 494 (Sup. Ct. Orange Cty. 2005) ("One cannot presume that the requisite 'hard look' was taken based on the thickness of the DEIS [or SWPPP] or because the consultants were highly regarded in their fields.").

The Applicant refuses to conduct a forensic analysis by performing new deep hole tests, and carefully examining the soils for evidence of "mottling" (i.e., damp or more tightly compacted soils), in order to obtain accurate seasonal high groundwater levels. This type of forensic analysis – which was performed independently by Evans Associates on behalf of the Planning Board during the prior proceedings – is the *only way* to accurately determine the seasonal high groundwater level. (See April 1st Letter at 2). The current groundwater monitoring wells have been backfilled, and cannot be observed for evidence of mottling. New test holes are required. (See generally Hudson Reports).

Without such test holes and examination of the soils for mottling, the Applicant will not have fulfilled its burden to submit factual objective evidence to this Board demonstrating that no adverse stormwater impacts would occur to downstream properties, such as the Falk Property, Village Code § 254-7C. The Code provides that “[i]t is the *responsibility of the applicant* to include sufficient information in the stormwater management . . . plan in order to evaluate . . . the effectiveness and acceptability of those measures proposed by the applicant for reducing or mitigating adverse impacts.” *Id.* (emphasis added). The effectiveness and acceptability of the proposed stormwater mitigation measures for the Project cannot be evaluated when they have not been designed in accordance with proper methodologies and best stormwater engineering practices.

It is anyone’s guess as to the basis for the Applicant’s sudden representations in the current SWPPP that the test pits performed years ago, on December 21, 2010, contained “no mottling.” (SWPPP at 7). *Where did this representation come from?* This language was not contained in any prior version of the SWPPP submitted to this Board that relied upon those same test pits. (Compare SWPPP dated December 18, 2012 at 7). There is not one iota of evidence in the Record demonstrating that the Applicant actually observed the soils for mottling when it conducted deep hole tests in December 2010. For example, the Record does not include the daily field logs that would contain notes regarding the licensed professional’s observations about soil conditions, or any other evidence that the deep pit testing was conducted in accordance with proper forensic soil testing procedures. As explained in the Hudson Reports, the groundwater monitoring conducted by the Applicant is not a valid indicator of the longer term fluctuations in groundwater levels over the 40-50 year life of the proposed stormwater mitigation measures.

To the extent the Applicant may have conducted some sort of haphazard, post-hoc examination of the soil for mottling, it has no evidentiary value. This kind of “analysis-as-an-afterthought” is not a substitute for careful forensic analysis conducted in accordance with best stormwater engineering practices. In addition to the foregoing, there is reason to believe that the Applicant’s representations with respect to seasonal high groundwater levels are wrong or, at best, misleading.

We remind the Planning Board that the SWPPP submitted in the prior proceedings, which was prepared by the same professional who prepared the current SWPPP, utilized incorrect groundwater levels, which he *represented were accurate*. (See April 1st Letter at 2). Evans Associates opined that its forensic analysis revealed a significantly higher seasonal water table level than what the Applicant had represented to the Board. (See Evans Associates’ Memorandum, dated December 20, 2007, attached as Exhibit “A” to our January 28, 2013 letter). Evans Associates concluded, for example, that all four test holes conducted on November 2, 2007, contained “*mottles* indicat[ing] the presence of a water table.” *Id.* Evans Associates further concluded that the “results of the test pit evaluation show that the soil on the property is *not suitable* for the proposed infiltration system.” *Id.* While the proposed infiltration practices would now be located in a different area of the site, the *entire site contains Woodbridge loam soils, which were found not suitable for an infiltration system* in 2007. The Applicant now proposes a similar infiltration system in 2013.

The Record evidence submitted to date does not provide the necessary objective factual foundation to support such an infiltration system. See, e.g., *Halperin v. City of New Rochelle*, 809 N.Y.S.2d 98, 105 (2d Dep't 2005) (holding that an administrative "determination will be deemed rational [only] if it has some *objective factual basis*") (emphasis added). Moreover, as the Hudson Reports point out, the stormwater drainage conditions in the vicinity of the Property as documented in the Village-Wide Comprehensive Stormwater Management Plan dictate an extremely careful and conservative approach to gathering and interpreting data with respect to seasonal high groundwater levels. The statement appearing in section 5.2 on page 15 of the SWPPP that "the area in the vicinity of the Premises is not and will not be prone to flooding" is untrue and misleading. The corrective actions by the Village referred to in section 5.2 of the SWPPP have not been taken. To our knowledge, the plan to implement these actions has not been finalized or approved by the Village, and the funding for the project has yet to be appropriated. Importantly, none of the corrective actions apply to the area north of the Fenway golf course, where a number of properties, including the Falk property, would be threatened by unmitigated runoff from the Project.

Mr. Falk Proposes To Fund New Deep Hole Tests

As detailed above, it is clearly the responsibility of the Applicant to bear the costs of the requisite soil testing to evaluate the effectiveness of the proposed stormwater management measures. Nevertheless, the need for accurate seasonal high groundwater levels is so fundamental to the proper design of any stormwater management system for this Site, and the concomitant protection of Mr. Falk's property against flooding and other significant adverse stormwater impacts, that Mr. Falk is willing to pay for new deep hole tests using proper forensic analysis procedures, and to be performed by an independent professional consultant agreed upon by Mr. Falk, the Planning Board, and the Applicant, if those tests do not show that the seasonal high groundwater levels are materially higher than the levels represented in the SWPPP. We request the Applicant's consent to such offer and access to the Site for these purposes, unless the Planning Board determines to require the Applicant to close the gap in your Record and conduct the requisite forensics analysis itself, exactly like in the prior proceedings.

Again, Mr. Falk does not necessarily oppose the Project, or the potential residential development of the Site. However, given the Record in this and the prior proceedings, and the precarious drainage conditions in the area of the Project, he is understandably concerned that his property and home may be adversely impacted as a result of poor stormwater design based upon inaccurate assumptions regarding seasonal high groundwater levels. It is the responsibility of the Board to reach an *informed conclusion* based upon objective factual data that Mr. Falk's property (and other properties down gradient from the Project) will not be so impacted. As indicated above, the Record evidence compiled to date cannot support such a conclusion. The independent performance of new deep hole tests, and observing the soils for mottling, would bring closure to this fundamental threshold issue. (See April 1st Letter at 4).

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D&B Misses Most Critical Issue

We are in receipt of the May 10, 2013 letter from D&B. D&B once again does not address the single most important issue in this proceeding, *i.e.*, “depth to seasonal high water” as required by Village Code Section 254-9C(3). (See April 1st Letter at 1). To reiterate, groundwater levels fluctuate from time to time depending on the volume, intensity and patterns of rainfall, as well as other factors. The requested information is required to determine whether the proposed system is suitable for the Site, and to assess whether the design of the system will be effective to mitigate runoff (per the calculations in the SWPPP) under the groundwater conditions that are likely to occur over the 40-50 year life of the system. There is no rational basis for D&B (or this Board) to make these determinations without this information (together with supporting data), which is *expressly required by the Village Code* and is normally provided for sites of this kind (*i.e.*, located in a sensitive drainage area with a documented high groundwater table) pursuant to standard engineering practices. As explained in the Hudson Reports, the Applicant also has failed to provide other important information, such as Watershed Maps and a proposal for treating runoff in the Project’s lawn and landscaped areas. It is impossible for D&B or anyone else to meaningfully evaluate the SWPPP until it is revised to include this information and reliable information with respect to the depth to seasonal high groundwater on the Site. We do not understand how D&B could have essentially signed off on the stormwater management system under these circumstances.

For example, while D&B references the groundwater elevations taken by the Applicant from October 2012-April 2013, Hudson Engineering has explained that such groundwater monitoring is not a reliable indicator of the historic high groundwater levels. Indeed, as Hudson Engineering points out, the very low rainfall during the 5-6 month test period (for example, 33.47” in the 2012-2013 period is approximately one-half of the 63.93” in the 2006-2007 period) *underscores* the need for a forensic analysis of the soil composition, which provides evidence of historic high groundwater levels. In contrast to forensic analysis, groundwater monitoring as carried out by the Applicant provides only a snapshot of groundwater levels during a relatively brief moment in time and, therefore, has little predictive value with respect to such levels over the long haul. (Hudson Report, dated May 14, 2013, at 4).

We also do not understand the process established by the Board to review the SWPPP. We were told by former Chairperson Veron that this process was designed specifically to expedite comments from interested parties and assure that they received careful consideration as part of an orderly public hearing process. Accordingly, we wonder why the Board would ask Mr. Falk and other interested parties to submit their comments with respect to deficiencies in the SWPPP in writing and on an expedited basis (which we did on multiple occasions), and summon those same parties to attend an urgent “Engineers’ Meeting” to discuss the SWPPP in advance of the Board’s February meeting (which we did on February 14, 2013 – together with D&B), only to have the key deficiency raised at the Engineers’ Meeting and in our written comments totally ignored by the Board’s engineering consultant. D&B’s May 10th letter does not refer to or address in any way the issues around the omission of reliable information with respect to historic high groundwater levels, which is absolutely fundamental to assessing performance of the

proposed system *over its useful life*. The words "depth to seasonal high water" are not even mentioned in D&B's letter. Did D&B read our prior submissions, including the Hudson Reports? Is D&B familiar with Village Code Section 254-9C(3), which mandates that every SWPPP shall require "[a]n analysis of site limitations and development constraints, including such factors as . . . depth to seasonal high water"? Given the procedure laid out by the Board (with which Mr. Falk has complied in good faith), at a minimum, Mr. Falk is entitled to have his key comment (which is supported by letters from a well-respected engineering firm with extensive experience in stormwater management) addressed in a substantive manner by D&B and the Planning Board with their positions set forth in writing and included in the Administrative Record.

We respectfully submit that the best way to address Mr. Falk's comment regarding seasonal high groundwater and ensure that the proposed system will perform effectively over its useful life (per the calculations in the SWPPP) is for the Board to require new deep pit tests using best forensic soil analysis practices. As indicated above, Mr. Falk is willing to underwrite the cost of these tests, if necessary. Without the information gleaned from new deep pit tests, we believe that there is a glaring omission in the Administrative Record. In case there is any question with respect to the foregoing, we request that the Board require that the D&B associate who reviewed the SWPPP and wrote the May 10th letter attend the continuation of the Public Hearing on May 22 (D&B has not attended any regularly scheduled meeting or Hearing of the Planning Board during these current proceedings.)

Conclusion

Thank you for your Board's continued attention. We look forward to attending the continuation of the Hearing on May 22. Please do not hesitate to contact me should you have any questions.

Respectfully submitted,

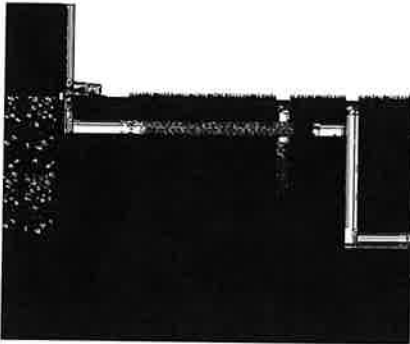
ZARIN & STEINMETZ

By: 
Brad K. Schwartz





Encls.

cc: Mr. Robert H. Falk
Hudson Engineering & Consulting, P.C.
Elizabeth Marrinan, AICP, Village Planner
Richard M. Gardella, Esq., Planning Board Attorney
Nunzio Pietrosanti, P.E., Village Engineer
Jason Tonne, Associate, D&B Engineers and Architects, P.C. (via regular mail)
Lucia Chiochio, Esq., Attorney for the Applicant (via regular mail)
Thomas Whyatt, Esq. (via regular mail)

9.3 DRY WELLS



Dry wells are subsurface stormwater facilities that are used to collect and temporarily store runoff from clean rooftops; runoff is discharged through infiltration into the subsoil. Dry wells may be used to comply with the groundwater recharge design and performance standard of the Stormwater Management rules. Additionally, they may also be used to reduce the volume of clean, roof runoff.

	Nonstructural Strategies	Assist with Strategy #2; See Page 3
	Water Quantity	Not Allowed
	Groundwater Recharge	Yes
	Water Quality	Not Allowed

Maximum Drainage Area	1 acre
Maximum Design Volume	Water Quality Design Storm Volume
Maximum Drain Time	72 hours, Using Slowest Design Permeability Rate
Permeability Rate Factor of Safety	2
Minimum Design Permeability Rate of the Subsoil	0.5 inches/hour
Maximum Design Permeability Rate	10 inches/hour
Soil Testing Consistent with <i>Appendix E</i>	Required
Minimum Distance between Dry Well Bottom and Seasonal High Water Table	2 feet

Introduction

A dry well is a subsurface storage facility, consisting of either a structural chamber or an excavated vault that is only used to collect and temporarily store stormwater runoff from rooftops; treatment of runoff from all other surfaces is prohibited. For more information and design criteria for other types of subsurface infiltration facilities that may be used to treat runoff from other surfaces, see *Chapter 9.5: Infiltration Basins*. Dry wells do not have a structural outlet; instead, outflow from the system is through infiltration into the subsoil. Dry wells may be used to meet the groundwater recharge design standard at N.J.A.C. 7:8-5.4(a)2. Additionally, dry wells may be used to reduce the volume of clean, roof runoff generated by the Water Quality Design Storm.

In dry wells, the rate of infiltration is affected by the permeability of the underlying soil, the distance separating the dry well bottom from the seasonal high water table (SHWT) and the area of the dry well bottom. While loss of subsoil permeability through soil compaction is a concern, transport of dissolved pollutants by highly permeable subsoils is of equal concern. Although, in general, rooftops may not be a significant source of total suspended solids (TSS), they may be a source of nutrients and other contaminants. For example, in areas where birds tend to congregate, roofs may be a significant source of nutrients and bacteria; therefore, dry wells should not be sited in areas where there is a likelihood of high levels of rooftop pollutants. Additionally, due to the potential for groundwater contamination, the use of dry wells, and all stormwater infiltration best management practices (BMPs), is prohibited in areas where high pollutant or sediment loading is anticipated. For more information regarding stormwater runoff that may not be infiltrated, refer to N.J.A.C. 7:8-5.4(a)2.iii. However, this prohibition is limited only to areas onsite where this type of loading is expected. Therefore, because dry wells collect only clean, roof runoff, they may be used on these types of sites provided the location of the dry well is not inconsistent with an NJDEP-approved remedial action work plan or landfill closure plan.

Discharge from a dry well occurs through infiltration into the subsoil; therefore, they may not be used where their installation would create a significant risk of adverse hydraulic impacts. These impacts may include exacerbating a naturally or seasonally high water table so as to cause surficial ponding, flooding of basements, or interference with the proper operation of a subsurface sewage disposal system or other subsurface structure, or where their construction will compact the subsoil. Hydraulic impacts on the groundwater table must be assessed. For more information on groundwater mounding analysis, refer to the *USGS Paper on Assessment of Impacts* link on the *Additional Guidance Documents* page at www.njstormwater.org.

Finally, a dry well must have a maintenance plan and, if privately owned, must be protected by easement, deed restriction, ordinance, or other legal measures that prevent its neglect, adverse alteration, or removal.

Applications



The nonstructural stormwater management strategies design standard in the Stormwater Management rules must be addressed for all major development, pursuant to N.J.A.C. 7:8-5.3(a). The site evaluation for nonstructural strategies should consider all nine strategies. The design of a dry well can assist in maximizing the following strategy:

- Strategy #2: The minimization of impervious surfaces and breaking up or disconnection of the flow of runoff over impervious surfaces.



Dry wells may be used to meet the groundwater recharge requirements of the Stormwater Management rules. For more information on computing groundwater recharge, see *Chapter 6: Groundwater Recharge*.



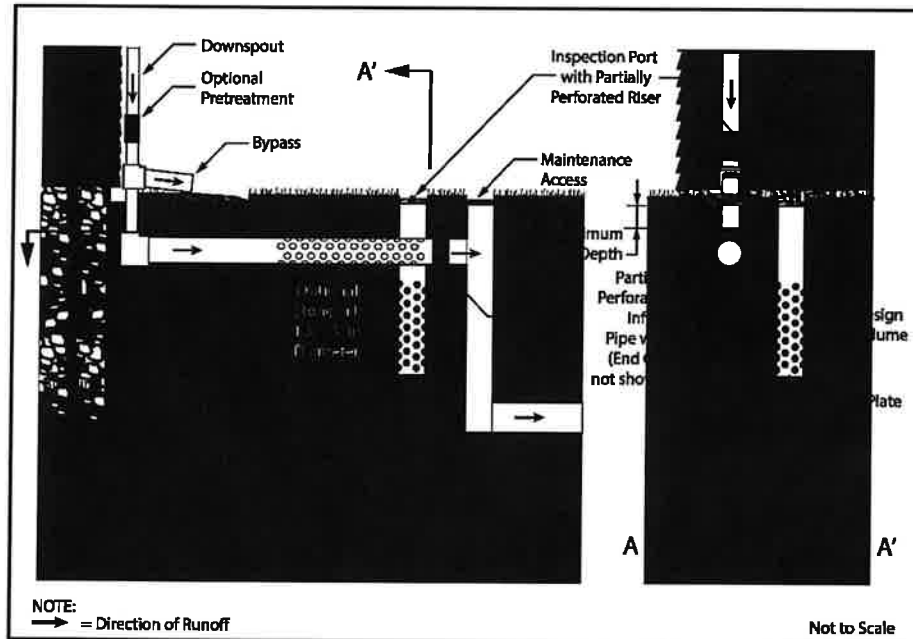
Dry wells may be used reduce the volume of clean, roof runoff generated by the Water Quality Design Storm. For more information on calculating the water quality volume reduction, refer to page 7.

Design Criteria

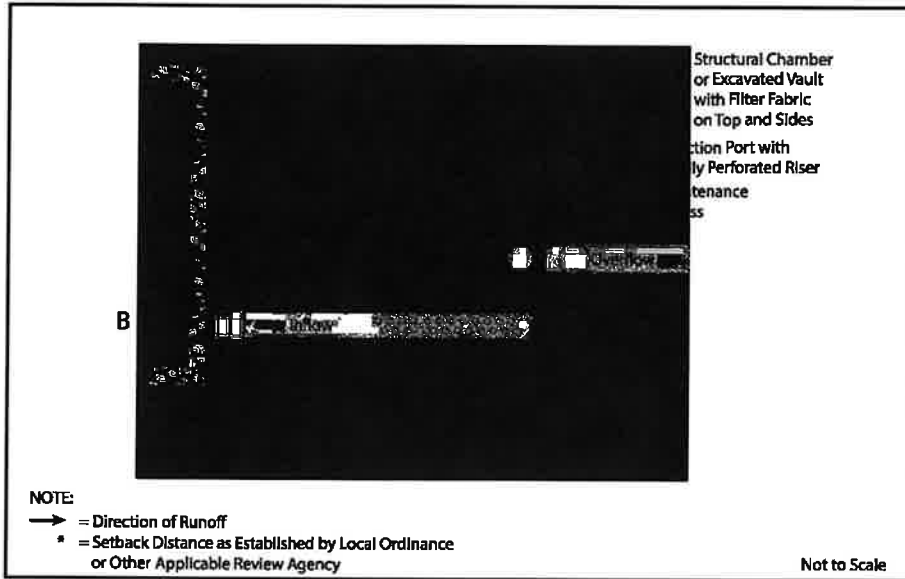
Basic Requirements

The following illustrations show the basic design criteria required for dry wells. The illustrations show possible configurations and flow paths and are not intended to limit the design. Additional information is provided on pages 5 through 8.

Dry Well Basics - Profile and Cross-Section Views



Dry Well Basics – Plan View Section through Inflow Pipe



Inflow

- The use of dry wells is limited to the collection of clean, roof runoff and is prohibited in areas where high pollutant or sediment loading is anticipated.
- Maximum inflow drainage area: 1 acre.

Storage Volume

- Dry wells are intended for small storm events; therefore, the maximum design volume is the volume generated by the Water Quality Design Storm.
- All runoff volume in excess of the maximum design volume must be directed around the dry well by a diversion structure or device.
- No standing water may remain in the dry well 72 hours after a rain event in order to allow for sufficient storage for the next rain event. Additionally, storage in excess of 72 hours may render the dry well ineffective and may result in anaerobic conditions, odor, and both water quality and mosquito breeding issues.
- Infiltration may not be included in routing calculations for quantity control. Infiltration is defined as any discharge of runoff from the system into the subsoil and is sometimes referred to as exfiltration.

Physical Components

- The sides and top of the dry well must be completely lined with filter fabric in order to prohibit the migration of fines from the surrounding soil into the dry well, unless a structural chamber is provided.
- The bottom of the dry well must be as level as possible in order to provide a uniform surface for infiltration.
- The seasonal high water table (SHWT) and bedrock must be at least 2 feet below the bottom of the dry well.
- Any stone fill within the dry well must be clean, washed aggregate between 1.5 and 3.0 inches in diameter.
- Perforated pipes must be anchored; a rebar anchor and a foot plate are required for vertical pipes.
- The first 12 inches of the perforated inflow pipe must be solid to facilitate the dispersion of runoff in the dry well.
- The horizontal inflow pipe must be disconnected from any overflow or outflow pipe or riser.
- An inspection port with removable cap is required to allow for inspection and maintenance.

Permeability Rates

- The use of dry wells for stormwater management is only feasible where the subsoil is sufficiently permeable to meet the minimum permeability rate below.
- Soil tests are required at the exact location of the proposed system in order to confirm its ability to function as designed. The location of all soil testing must be consistent with *Appendix E: Soil Testing Criteria* in this manual. Take note that permits may be required for soil testing in regulated areas, such as areas regulated under the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13), the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A), the Coastal Zone Management Rules (N.J.A.C. 7:7), and the Highlands Water Protection and Planning Rules (N.J.A.C. 7:38).
- For dry wells associated with single-family residential development, only one soil boring is required per dry well.
- The testing of all permeability rates must be consistent with *Appendix E: Soil Testing Criteria* in this manual, including the required information to be included in the soil logs, which can be found in section 3.b *Soil Logs*. In accordance with N.J.A.C. 7:9A-6.2(j)1, *Standards for Individual Subsurface Sewage Disposal Systems*, the slowest tested permeability must be used for design purposes.
- Since the actual permeability rate may vary from soil testing results and may decrease over time, a factor of safety of 2 must be applied to the slowest tested permeability rate to determine the design permeability rate. The design permeability rate would then be used to

compute the system's drain time for the maximum design volume. The drain time is defined as the time it takes to fully infiltrate the maximum design storm runoff volume through the most hydraulically restrictive layer.

- The maximum design permeability rate of the subsoil is 10 inches/hour for any tested permeability of 20 inches/hour or more.
- The minimum design permeability rate of the subsoil 0.5 inches/hour, which equates to a minimum tested permeability rate of 1.0 inch/hour.
- As with any infiltration BMP, groundwater mounding impacts must be assessed, as required by N.J.A.C. 7:8-5.4(a)2.iv. This includes an analysis of the reduction in permeability rate when groundwater mounding is present. Where the mounding analysis identifies adverse impacts, the dry well must be redesigned or relocated, as appropriate. The mounding analysis must provide details and supporting documentation on the methods used and assumptions made, including values used in calculations.

Safety

- Dry wells must be designed to safely convey overflows to downstream drainage systems. The design of the overflow structure must be sufficient to provide safe, stable discharge of stormwater in the event of an overflow. Safe and stable discharge minimizes the possibility of adverse impacts, including erosion and flooding in down-gradient areas. Therefore, discharge in the event of an overflow must be consistent with the *Standards for Off-Site Stability* found in the *Standards for Soil Erosion and Sediment Control in New Jersey*.
- Blind connections to downstream facilities are prohibited. Any connection to downstream stormwater management facilities must include access points such as inspections ports and manholes, for visual inspection and maintenance, as appropriate, to prevent blockage of flow and ensure operation as intended. All entrance points must adhere to all Federal, State, County and municipal safety standards such as those for confined space entry.

Construction Requirements

- During clearing and grading of the site, measures must be taken to eliminate soil compaction at the location of a proposed dry well.
- The location of the proposed dry well must be cordoned off during construction to prevent compaction of the subsoil by construction equipment or stockpiles.
- The use of the location proposed for a dry well to provide sediment control during construction is discouraged; however, when unavoidable, the bottom of the sediment control basin should be at least 2 feet above the final design elevation of the bottom of the dry well.
- Excavation and construction of a dry well must be performed using equipment placed outside the limits of the dry well.
- The excavation to the final design elevation of the dry well bottom may only occur after all construction within its drainage area is completed and the drainage area is stabilized. If construction of the dry well cannot be delayed, berms must be placed around the perimeter of

the dry well during all phases of construction to divert all flows away from the dry well. The berms may not be removed until all construction within the drainage area is completed and the area is stabilized.

- If included, stone aggregate fill should be placed in lifts and compacted using plate compactors. A maximum loose lift thickness of 12 inches is recommended.
- Post-construction testing must be performed on the as-built dry well to ensure that the as-built permeability rate is equal to or greater than the design permeability rate. Where as-built testing results in a longer drain time, corrective action must be taken. The drain time is defined as the time it takes to fully infiltrate the maximum design storm runoff volume through the most hydraulically restrictive layer.

Access Requirements

- At least one inspection port that extends into the subsoil must be provided in the area of the dry well to monitor the functionality of the dry well. The inspection port exterior must be covered in such a way as to prevent the migration of material into the structure. The location of the inspection port must be shown in the maintenance plan. Additionally, the depth of stormwater in the dry well resulting from the maximum design storm must be marked on the structure and its level included in the design report and maintenance plan.
- All points of access must also be covered in such a way as to prevent sediment or other material from entering the system and to prevent the accumulation of standing water, which could lead to mosquito breeding.
- Access provisions must be included in the design to facilitate monitoring and maintenance.

Volume Reduction

In addition to meeting the groundwater recharge requirement at N.J.A.C. 7:8-5.4(a)2, dry wells may be used to reduce the size of downstream facilities by managing the clean, roof runoff that would otherwise have been discharged into a downstream basin. The volume reduction provided by a dry well equals the volume generated by the Water Quality Design Storm that is captured by a dry well. In some cases, it may not be possible to size a dry well for the total volume of the Water Quality Design Storm due to site constraints, such as low-permeability soils, insufficient separation from SHWT, or limited area. In cases where a dry well cannot collect the entire Water Quality Design Storm runoff volume and stormwater quantity control is required pursuant to N.J.A.C. 7:8-5.4(a)3, it may be necessary to collect overflow from the dry well and detain it in a downstream facility. Additionally, any overflow during the Water Quality Design Storm of clean roof runoff that mixes with runoff that is subject to the stormwater quality standards pursuant to N.J.A.C. 7:8-5.5 must also be treated in a downstream facility.

Designing a Dry Well

The following examples illustrate how to use a dry well to reduce the volume generated by the Water Quality Design Storm. Example 1 features a dry well capable of collecting all of the rooftop runoff generated, whereas Example 2 depicts a dry well that captures only a portion. The examples show possible configurations and flow paths and are not intended to limit the design.

Example 1: An undeveloped, 1-acre site is zoned for commercial use. On this site, the proposed development will consist of the following:

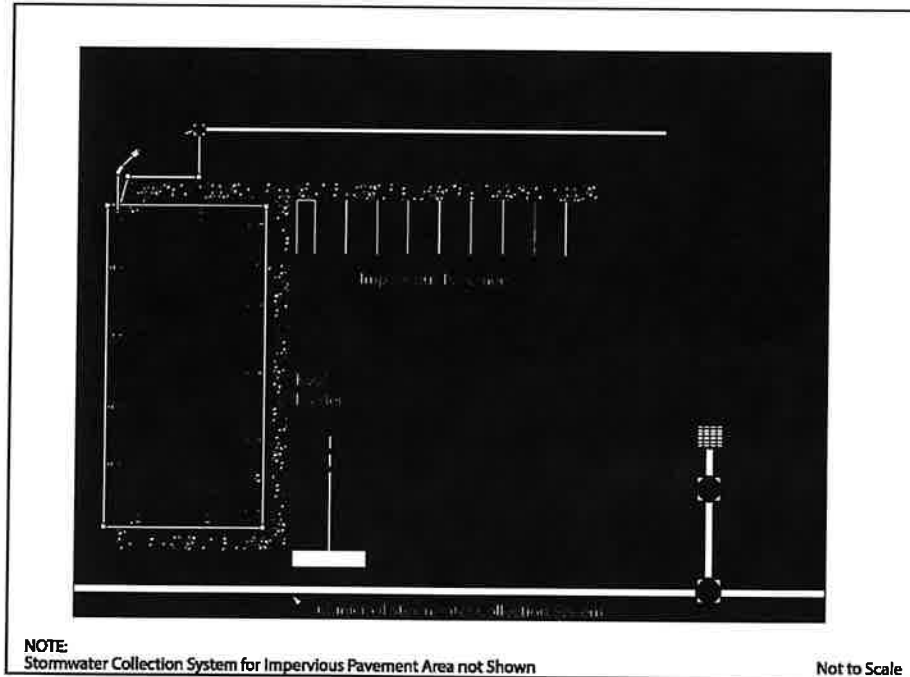
Office Building, 50 ft x 100 ft	5,000 sf
Impervious Paving	7,600 sf
Lawn, Vegetative Filter Strip and Bioretention System	30,960 sf

The following parameters apply:

Depth to the Seasonal High Water Table	10 ft
Tested Permeability of Subsoil =	4 inches/hour

Design a structural chamber dry well containing stone fill that will meet the criteria for the water quality volume reduction if all of the rooftop runoff is directed to it, as shown in the illustration below.

Example 1 - Plan View



Step #1: Runoff Calculations

Using the runoff calculation method described in *Technical Release 55 – Urban Hydrology for Small Watersheds* (TR-55) and discussed in the NRCS Methodology section of *Chapter 5: Computing Stormwater Runoff Rates and Volumes*, the Water Quality Design Storm runoff volume from the 5,000 sf roof was calculated to be 431 cf. If site conditions allow, the anticipated volume reduction of this dry well is 431 cf.

Step #2: Determine the Required Volume of the Dry Well

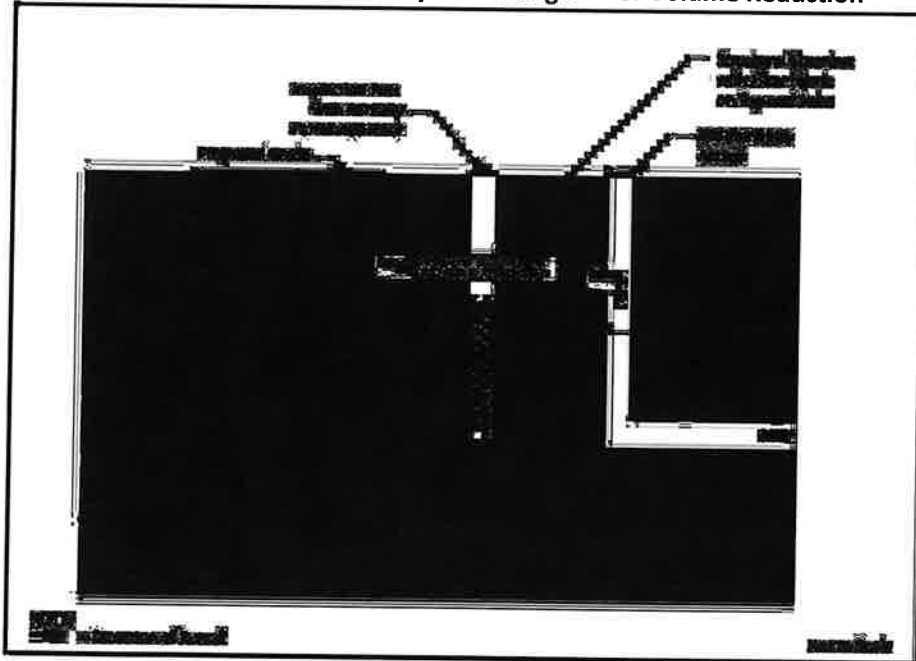
The next step is to determine the required total volume of the dry well. The void space of the crushed stone fill is approximately 40%. The total volume, V , is calculated as follows:

$$\text{Total Volume} = \frac{431 \text{ cf}}{0.40} = 1,078 \text{ cf}$$

Step #3: Sizing the Dry Well

In order to receive full credit for volume reduction, the dimensions must be sufficient to contain the entire volume of rooftop runoff generated by the Water Quality Design Storm below the overflow. The following graphic illustrates key elements of the design for this site.

Example 1 - Structural Chamber Dry Well Designed for Volume Reduction



In this example, the depth to the seasonal high water table is 10 feet. Assuming 1-foot depth of cover, the structural chamber depth, H , is calculated as follows, excluding any thickness of the top of the structural chamber and the required filter fabric:

$$\begin{aligned} H &= \text{SHWT Depth} - (\text{SHWT Separation} + \text{Cover}) \\ &= 10 \text{ ft} - (2 \text{ ft} + 1 \text{ ft}) = 7 \text{ ft} \end{aligned}$$

As shown above, the invert of the overflow pipe is 8 inches below the top of the dry well; therefore, the depth, h , to which the runoff can rise with the stone fill in place is

$$h = 7 \text{ ft} - 0.67 \text{ ft} = 6.33 \text{ ft}$$

For this example, a circular chamber has been selected for the drywell. With h known, the diameter of the structural chamber, D , is calculated using the total volume, V , calculated in Step #2.

$$V = \pi \frac{D^2}{4} h, \text{ which is rewritten as}$$

$$D = \sqrt{\frac{4V}{\pi h}} = \sqrt{\frac{4 \times 1,078 \text{ cf}}{\pi \times 6.33 \text{ ft}}} = 14.7 \text{ ft}$$

A structural chamber 7 feet in depth and 15 feet in diameter will provide sufficient volume to contain the Water Quality Design Storm volume below the invert of the overflow.

Step #4: Estimated Drain Time Calculations

Calculate the drain time of the dry well to ensure that the subsoil permeability does not limit the design. The design permeability rate must be half of the tested permeability rate; therefore, the design permeability rate is 2 inches/hour. An initial estimate is calculated as follows:

$$\text{Outflow Rate} = \text{Subsoil Design Permeability Rate} \times \text{Cross Sectional Area}$$

$$= \frac{2 \text{ inches}}{\text{hour}} \times \frac{1 \text{ foot}}{12 \text{ inches}} \times \frac{\pi(15)^2}{4} = 29.45 \text{ cf/hr}$$

$$\text{Drain Time} = \frac{\text{Runoff Volume}}{\text{Outflow Rate}} = \frac{431 \text{ cf}}{29.45 \text{ cf/hr}} = 14.63 \text{ hours}$$

Since this is less than the allowable maximum drain time of 72 hours, the dry well meets the drain time requirement. *As-built testing must be conducted to confirm the design permeability rate of the subsoil and memorialize the design drain time of the dry well in the maintenance plan.*

Step #5: Groundwater Mounding Analysis

Calculate the height of the groundwater mound caused by infiltration to ensure that it will neither prevent infiltration nor damage nearby structures. For information on conducting a groundwater mounding analysis, please see *Chapter 6: Groundwater Recharge*. For this example, it is assumed that the design meets the necessary groundwater mound requirements.

RESULTS

Because the dry well was designed to contain the entire volume of rooftop runoff generated by the Water Quality Design Storm, the volume reduction is 431 cf. Therefore, the area to be treated for water quality by the other stormwater BMPs on the site is reduced from 43,560 to 38,560 sf, which is an 11.5% reduction in area to be treated.

Example 2: A 1.5-acre site is zoned for commercial use. On this site, the proposed development will consist of the following:

Office Building, 200 ft x 100 ft	20,000 sf
Impervious Pavement	27,000 sf
Bioretention System w/ Extended Detention	4,450 sf
Lawn	35,670 sf

The following parameters apply:

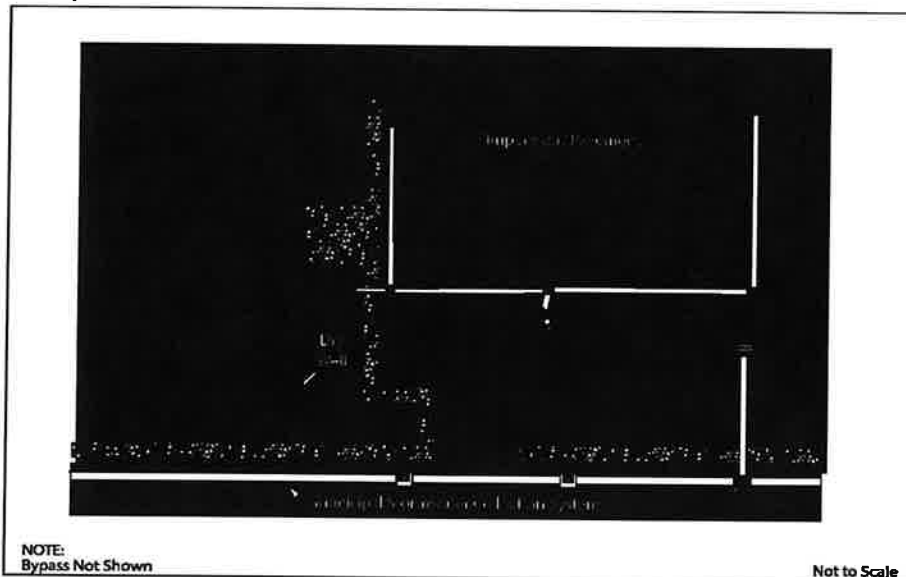
Depth to the seasonal high water table	7 ft
Tested soil permeability	2 inches/hour

The preferred locations are the two lawn areas next to the building, as shown below.

Available Length of Dry Well	40 ft
Available Width of Dry Well	20 ft

Calculate the maximum water quality volume reduction that can be achieved by an excavated vault dry well designed to meet the above parameters, assuming the dry well contains stone fill.

Example 2 - Plan View



Step #1: Check Separation from SHWT

The first limiting factor in this design is the depth to the seasonal high water table. In this example, the depth is 7 feet. Assuming a depth of cover of 1 foot, the excavated vault depth, *H*, is calculated as follows, excluding any thickness of the top of the excavated vault and the required filter fabric:

$$\begin{aligned}
 H &= \text{SHWT Depth} - (\text{SHWT Separation} + \text{Cover}) \\
 &= 7 \text{ ft} - (2 \text{ ft} + 1 \text{ ft}) = 4 \text{ ft}
 \end{aligned}$$

Assuming the invert of the overflow pipe is 8 inches below the top of the dry well, the depth, h , to which the runoff can rise with the stone fill in place, is calculated as follows:

$$h = 4 \text{ ft} - 0.67 \text{ ft} = 3.33 \text{ ft}$$

Step #2: Calculate the Available Capacity to Store Runoff

The second limiting factor is the available area. Using the runoff depth, h , the available dimensions specified, and the void space of the stone fill, which is approximately 40%, the total volume of runoff, V , is calculated below. The volume reduction equals V , in this case.

$$V = 3.33 \text{ ft} \times 40 \text{ ft} \times 20 \text{ ft} \times 0.4 = 1,066 \text{ cf}$$

Step #3: Estimated Drain Time Calculation

Calculate the drain time of the dry well to ensure that the subsoil permeability does not limit the design. The design permeability rate must be half of the tested permeability rate; therefore, the design permeability rate is 1 inch/hour.

$$\text{Outflow Rate} = \text{Subsoil Design Permeability Rate} \times \text{Cross Sectional Area}$$

$$= \frac{1 \text{ inch}}{\text{hour}} \times \frac{1 \text{ foot}}{12 \text{ inches}} \times 20 \text{ feet} \times 40 \text{ feet} = 66.66 \text{ cf/hr}$$

$$\text{Drain Time} = \frac{\text{Runoff Volume}}{\text{Outflow Rate}} = \frac{1,066 \text{ cf}}{66.66 \text{ cf/hr}} = 16 \text{ hours}$$

Since this is less than the allowable maximum drain time of 72 hours, the dry well meets the drain time requirement. *As-built testing must be conducted to confirm the design permeability rate of the subsoil and memorialize the design drain time of the dry well in the maintenance plan.*

Step #4: Calculate the Rooftop Areas Captured and not Captured

For the Water Quality Design Storm, 1.25 inches of rain will fall uniformly on the 20,000 sf rooftop. Using the NRCS methodology with a curve number of 98, the calculated runoff depth is 1.03 inches. The rooftop area that can be directed to this dry well is calculated as follows:

$$\text{Rooftop Area} = \frac{\text{Runoff Volume}}{\text{Runoff Depth}} = \frac{1,066 \text{ cf}}{1.03 \text{ inches}} \times \frac{12 \text{ inches}}{1 \text{ foot}} = 12,419 \text{ sf}$$

Excess Rooftop

$$\text{Runoff Area} = 20,000 \text{ sf} - 12,419 \text{ sf} = 7,581 \text{ sf}$$

Step #5: Groundwater Mounding Analysis

Calculate the height of the groundwater mound caused by infiltration to ensure that it will neither prevent infiltration nor damage nearby structures. For information on conducting a groundwater mounding analysis, please see *Chapter 6: Groundwater Recharge*. For this example, it is assumed that the design meets the necessary groundwater mound requirements.

RESULTS

The largest rooftop area for which the dry well can be sized is 12,419 sf, which leaves 7,581 sf to be directed into other BMPs for treatment. The proposed bioretention system with extended detention must be designed to treat this area, as well as the runoff from the other disturbed areas.

Considerations

When planning a dry well, consideration should be given to soil characteristics, depth to the groundwater table, sensitivity of the region, and inflow water quality. It is also important to note that the use of dry wells is recommended in this manual only for the Water Quality Design Storm or smaller storm events. Use of dry wells to infiltrate larger volumes, should only be considered when another applicable rule or regulation requires the infiltration of a larger storm event. In such a case, the dry well should be designed to infiltrate the minimum storm event required to address that rule or regulation.

In addition to the prohibition of recharge in the areas with high pollutant loading or with runoff exposed to source material as defined in N.J.A.C. 7:8-5.4(a)2iii, the utilization of dry wells should consider the impact of infiltration on subsurface sewage disposal systems, water supply wells, groundwater recharge areas protected under the Ground Water Quality Standards rules at N.J.A.C 7:9C, streams under antidegradation protection by the Surface Water Quality Standards rules at N.J.A.C. 7:9B, or similar facilities or areas geologically and ecologically sensitive to pollutants or hydrological changes. Furthermore, the location and minimum distance of the dry well from other facilities or systems shall also comply with all applicable laws and rules adopted by Federal, State, and local government entities.

Pretreatment

As with all other best management practices, pretreatment can extend the functional life of a dry well. Gutter guards, sumps, or traps with maintenance access must be included, wherever practical, to minimize the amount of coarse particles and vegetation that may enter the dry well.

Soil Characteristics

Soils are perhaps the most important consideration for site suitability. In general, County Soil Surveys can be used to obtain necessary soil data for the planning and preliminary design of dry wells; however, for final design and construction, soil tests are required at the location of a proposed dry well in accordance with *Appendix E: Soil Testing Criteria* in this manual. The results of this soil testing must be compared with the County Soil Survey data used in the computation of runoff rates and volumes and the design of BMPs on-site to ensure reasonable data consistency. If significant differences exist between the soil test results and the County Soil Survey data, additional soil tests are recommended to

determine and evaluate the extent of the data inconsistency and whether there is a need for revised site runoff and BMP design computations. All significant inconsistencies should be discussed with the local Soil Conservation District prior to proceeding with such redesign to help ensure that the final site soil data is accurate.

Geology

The presence or absence of Karst topography is an important consideration when designing a dry well; in areas of the State with this type of geology, the bedrock is composed of highly soluble rock. If Karst topography is present, infiltration of runoff may lead to subsidence and sinkholes; therefore, careful consideration must be taken in these areas. For more information on design and remediation in areas of Karst topography, refer to the *Standards for Soil Erosion and Sediment Control in New Jersey: Investigation, Design and Remedial Measures for Areas Underlain by Cavernous Limestone*.

Maintenance

Regular and effective maintenance is crucial to ensure effective dry well performance; in addition, maintenance plans are required for all stormwater management facilities associated with a major development. There are a number of required elements in all maintenance plans, pursuant to N.J.A.C. 7:8-5.8; these are discussed in more detail in *Chapter 8: Maintenance of Stormwater Management Measures*. Furthermore, maintenance activities are required through various regulations, including the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A. Specific maintenance requirements for dry wells are presented below; these requirements must be included in the maintenance plan.

General Maintenance

- All structural components must be inspected, at least once annually, for cracking, subsidence, spalling, erosion and deterioration.
- Components expected to receive and/or trap debris must be inspected for clogging at least four times annually, as well as after every storm exceeding 1 inch of rainfall.
- Disposal of debris, trash and other waste material must be done at suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.
- Access points for maintenance are required on all dry wells; these access points must be clearly identified in the maintenance plan. In addition, any special training required for maintenance personnel to perform specific tasks, such as confined space entry, must be included in the plan.

Drain Time

- The water level in the inspection port is the primary means of measuring the infiltration rate and drain time; therefore, the water level associated with the design storm must be included in the maintenance plan.

- The design drain time for the maximum design storm runoff volume must be indicated in the maintenance plan.
- If the actual drain time is longer than the design drain time, the dry well must be evaluated and appropriate measures must be taken to return the dry well to the as-built condition.
- If the dry well fails to fully drain the Water Quality Design Storm within 72 hours, corrective action must be taken and the maintenance manual revised accordingly to prevent similar failures in the future.

References

- Claytor, R. and T. Schueler. December 1996. Design of Stormwater Filtering Systems. The Center for Watershed Protection. Ellicott City, MD.
- Horner, R.R., J.J. Skupien, E.H. Livingston and H.E. Shaver. August 1994. Fundamentals of Urban Runoff Management: Technical and Institutional Issues. In cooperation with U.S. Environmental Protection Agency. Terrene Institute, Washington, DC.
- Livingston, E.H., H.E. Shaver, J.J. Skupien and R.R. Horner. August 1997. Operation, Maintenance, & Management of Stormwater Management Systems. In cooperation with U.S. Environmental Protection Agency. Watershed Management Institute. Crawfordville, FL.
- Maryland Department of the Environment. 2000. Maryland Stormwater Design Manual – Volume 1 – Stormwater Management Criteria. Water Management Administration. Baltimore, MD.
- New Jersey Department of Agriculture. January 2014. Standards for Soil Erosion and Sediment Control in New Jersey. State Soil Conservation Committee. Trenton, NJ.
- New Jersey Pinelands Commission. September 2014. Pinelands Comprehensive Management Plan. New Lisbon, NJ.
- New Jersey Department of Environmental Protection and Department of Agriculture. December 1994. Stormwater and Nonpoint Source Pollution Control Best Management Practices. Trenton, NJ.
- Ocean County Planning and Engineering Departments and Killam Associates. June 1989. Stormwater Management Facilities Maintenance Manual. New Jersey Department of Environmental Protection. Trenton, NJ.
- Schueler, T.R., P.A. Kumble and M. Heraty. March 1992. A Current Assessment of Urban Best Management Practices. Metropolitan Washington Council of Governments. Washington, DC.

Christine Sciandra

From: Cynthia Roberts <cynthiavroberts@gmail.com>
Sent: Monday, March 18, 2024 10:24 PM
To: Public Comments
Subject: Term Limits for the BAR and CHP

CAUTION: External sender.

March 18, 2024

Dear Mayor Arest and Members of the Board of Trustees,

Many thanks to you all for serving countless hours as volunteers for our community. I listened with great interest to the March 12, 2024 hearing on the proposal to eliminate term limits for the volunteer members of the Board of Architectural Review (BAR) and the Committee on Historic Preservation (CHP) who can currently serve up to two 3-year terms, for a total of six years.

I respectfully write in strong opposition to the proposal to eliminate term limits for the BAR and CHP. Term limits are a hallmark of the democratic process. We must ensure that our positions of power in Scarsdale are open to participation by a resident base that is constantly refreshed with new people and new ideas. Allowing the same persons to stay in power indefinitely serves as a disincentive to resident engagement and sets a dangerous precedent. Scheduled changes of membership, in contrast, enriches these decision-making bodies bringing more diverse perspectives, wisdom and experience.

Your well-intentioned reasons for eliminating term limits include a fear of losing current volunteer members of the BAR and CHP too soon after they have been trained and gained experience. Another rationale you mentioned was addressing the problem of member absence at officially scheduled meetings. Finally, you spoke about the importance of institutional memory.

You know that the first years on the job bring tremendous learning. Yet Trustees stay in office for no more than four years. Our own Mayors serve a maximum of six years on the Board of Trustees. This Trustee turnover helps sustain public trust. Eliminating term limits for the BAR and CHP would mean that members who have already served six full years could serve many more years.

In terms of training, I suggest that volunteers participating in these important governmental roles undergo mandatory training that would at minimum include a review of their statutory mission, all official relevant guidance documents, and all relevant Village codes and procedures. In addition, it would be important for the volunteers to understand the overall land use processes, including the roles of the Planning, Building and Engineering Departments, as well as how the decisions of each volunteer body impacts the other bodies.

Training sessions on Department roles, Village land use procedures and relevant Village codes could be held simultaneously for new members of the Board of Trustees and all other Boards, Councils and Committees where topics are relevant. Sitting members of any body should have the option to attend as a refresher.

You also cited the failure of members to attend official meetings as a rationale for eliminating term limits. If member attendance at meetings is a problem, please deal with this directly. Perhaps the requirement of mandatory attendance at a certain percentage of meetings could be communicated more clearly upfront. This commitment, if violated, could be remedied via a timely meeting of the truant member with body Chair, and if necessary, with the Board of Trustees liaison to that body. Solving an attendance problem by making our system less democratic seems to overshoot the mark.

Finally, the need for maintaining institutional knowledge was also mentioned at the hearing. Institutional knowledge is of great value, and fortunately we have a professional Village staff. There should be a knowledgeable staff person at every BAR meeting who has a comprehensive understanding and familiarity with our Village codes and procedures. This staff member can be called upon to answer questions and can serve as a valuable institutional resource to help these bodies function well.

As you well know, Scarsdale is at a tipping point. The BAR and CHP sit at the epicenter of ongoing struggles that will determine the future physical manifestation of Scarsdale's values. Our residents have opinions about historic preservation, the aesthetics of our housing stock and neighborhoods, and the significant environmental degradation occurring due to tree loss and unprecedented flooding. To ensure ongoing confidence in our governmental bodies, the public must have confidence that they are both accessible and as democratic in structure as possible.

I urge you not to compromise confidence in our local government. Please maintain our current term limits for the BAR and CHP.

Sincerely yours,

Cynthia Roberts

15 Autenrieth Road

Scarsdale, NY 10583

Christine Sciandra

From: Scarsdale Residents <scarsdaletaxpenaltyincident@gmail.com>
Sent: Tuesday, March 12, 2024 10:39 AM
To: Mayor Justin Arest
Cc: PaulinA@nyassembly.gov; Attorney's Office; Clerk's Department; Ann Scaglione; Public Comments
Subject: Re: Urgent! School Tax Penalty Incident in Scarsdale - Attached Letter

CAUTION: External sender.

Dear Mayor Arest and Village Board Members,

Thank you for acknowledging receipt of our email and joint letter regarding the school tax penalties in Scarsdale.

Given the significance of the issue and its impact on our community, we kindly request an update on the next steps that will be taken to address our concerns.

Thank you once again for your attention to this matter. We look forward to your response.

Regards,

Residents Impacted by the 2023 School Tax Penalty Incident

On Thu, Mar 7, 2024 at 11:23 AM Mayor Justin Arest <mayor@scarsdale.com> wrote:
Your e-mail and attachment have been received.

Thank you,

Justin

Justin Arest
Mayor

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

Sign-up for [NotifyMe](#) to receive official news and info
Visit us on the web at www.scarsdale.com

On Mar 5, 2024 at 9:20 AM -0500, Scarsdale Residents <scarsdaletaxpenaltyincident@gmail.com>, wrote:

Dear Mayor Arest and Village Board Members,

We hope this email finds you well.

Attached is a letter regarding a concerning issue affecting over 500 residents in our community – the recent surge of school tax penalties in Scarsdale.

We kindly request your prompt attention and action on this matter. Specifically, we propose:

1. Conducting a thorough investigation into the incident.
2. Exploring all available options to issue full refunds of tax penalties to affected residents.
3. Organizing a town hearing to gather residents' feedback and develop preventive measures.

We appreciate your consideration and look forward to your response.

Respectfully,

Residents Impacted by 2023 School Tax Penalty Incident