

**JUSTIN K. AREST**

MAYOR

**SAMEER AHUJA**

**KAREN L. BREW**

**JEREMY A. GANS**

**DARA B. GRUENBERG**

**KENNETH L. MAZER**

**JEREMY WISE**

TRUSTEES



**ALEXANDRA H. MARSHALL**

ACTING VILLAGE MANAGER

**OFFICE OF THE  
VILLAGE MANAGER**

VILLAGE HALL

1001 POST ROAD

SCARSDALE, NY 10583

914.722.1110

WWW.SCARSDALE.COM

Village Board Agenda

April 9, 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

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Pledge of Allegiance

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Mayor’s Comments

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Manager’s Comments

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Public Hearings

Trustee Ahuja

➤ Public Hearing on the Fiscal Year 2024-2025 Tentative Budget

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Public Comment

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Trustee Liaison Reports

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Bills

➤ Trustee Ahuja

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Agenda Items

- Approval of Minutes from March 26, 2024 Village Board Meeting

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- Annual Meeting Resolutions

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Trustee Brew

- Resolution re: Resolution re: Award of Contract for the Purchase of a New Elgin Pelican Sweeper

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Trustee Mazer

- Resolution re: Awarding VM Contract #1308 - Furnish and Deliver Police Uniforms

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Town Board Agenda

April 9, 2024  
Town Board Meeting

Roll Call

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Minutes

- Town Board Meeting of March 12, 2024

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Resolutions

- Annual Town Resolutions

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Reports

- Report of the Custodian of Taxes as of March 31, 2024

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

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Written Communications (5)

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- M. Eppenstein – Development in Scarsdale
- A. Hintermeister – Budget
- A. Hintermeister – Term Limits
- J. Rose – Innis Road Safety
- Scarsdale Residents – School Tax Penalty

Future Meeting Schedule

Tuesday, April 30, 2024

➤ 7:30 PM Agenda Committee – Trustees Room

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➤ 8:00 PM – Village Board Regular Meeting – Rutherford Hall

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Motion to Adjourn

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## **PUBLIC HEARING**

### Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, April 9, 2023, at 8:00 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to receive comments on the Fiscal Year 2024-2025 Tentative Budget filed on March 20, 2024.

Taylor C. Emanuel  
Village Clerk

03/26/2024



**To:** Mayor and Village Board of Trustees  
**From:** Alexandra H. Marshall, Acting Village Manager  
**Date:** Thursday, April 04, 2024  
**RE:** Tentative Village Budget for Fiscal Year 2024-2025

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MEMORANDUM  
Village Manager's Office

I am pleased to present the tentative Village Budget for Fiscal Year 2024-2025 which was filed with the Village of Scarsdale Village Clerk on March 20, 2024. The [Tentative Budget in PDF format](#) is available to the public at [www.scarsdale.com](http://www.scarsdale.com) on the Treasurer's Department webpage. This is the second year that the Village has generated a Digital Budget Book using the ClearGov platform. The [Digital Budget Book](#) for the 2024-25 is also available on the Treasurer's Department webpage.

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &  
Video Conference  
Via Zoom  
March 26, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, March 26, 2024, at Rutherford Hall and via video conference at 8:07 PM.

Present in person were Mayor Arest and Trustees Ahuja, Gans, Mazer, and Whitestone. Trustee Brew joined the meeting via videoconference (Zoom) at 8:08 pm. Trustee Gruenberg was absent. Also present were Acting Village Manager Marshall, Village Treasurer Scaglione, Village Counsel Ward-Willis, and Village Clerk Emanuel.

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Mayors Comments

Mayor Arest provided the following comments:

I just really have one brief comment for Mayor's comments before we all have the privilege of paying tribute to one of our colleagues who is leaving us. I just want to mention to everyone who is following the 2023 school tax collection matter that we are still actively working with Assemblymember Paulin's office. Counsel has been reviewing some information and working with the treasurer's office, and we do hope or expect to have something for a Home Rule law request in April. Either the first or second meeting. That's our expectation at this point, but one thing I do want to point out that is important is that in order to be eligible, one of the criteria will be that the taxes owed, and the penalties were paid before the end of March. I just wanted to make sure that that is said to the public at this meeting. With that we will move into our colleague and friend, Deputy Mayor Whitestone.

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Mayor Arest shared the following sentiments regarding Deputy Mayor Whitestone:

Randy, your financial insight, unwavering commitment to public safety and quality of life, remarkable knack for navigating through complex issues to highlight critical information, and your relentless pursuit of community betterment have been invaluable. You stand as a testament to the effectiveness of our governance model, showcasing the profound impact dedicated individuals can have on our community. Reflecting on our journey since the 2020 Village

Election, where you would eventually embark on your inaugural term, and Trustee Lena Crandall and I on our second, it's astonishing to consider the unique circumstances that brought us together - the unprecedented decision by the Governor to delay the election due to the pandemic, leading to what must have been the longest electoral period in Scarsdale's history. Despite these challenges, your engagement and contributions through virtual meetings were instrumental from the outset. Getting to know you, and collaborating with you post-election, has been a genuine pleasure. The CNC's discernment in recognizing your capabilities and potential was spot on. I am especially grateful for the friendship that has grown between us throughout your tenure on the board, a friendship I anticipate will endure beyond your official duties. This experience underscores what makes our system truly exceptional. It's not merely about acquaintances endorsing one another, but about community members with a shared passion for Scarsdale nominating leaders to run, who often grow to become friends through their mutual dedication and contributions. Your service has embodied this spirit magnificently and for that I am thankful. Thank you.

Trustee Mazer shared the following sentiments regarding Deputy Mayor Whitestone:

I shared my comments privately among the board already, so I'm not going repeat myself, except to say it has been an honor to serve by your side and to let you know how much I appreciated your thoughtful and patient wisdom to help steer our board and our village into a better direction. Thank you and I look forward to our paths crossing many times.

Trustee Ahuja shared the following sentiments regarding Deputy Mayor Whitestone:

I'm sure we'll all agree with everything that our colleagues have said. I certainly want to acknowledge what the Mayor and Trustee Mazer said that I certainly wholeheartedly agree with. On a personal level I tend to find a lot of positivity in thinking about someone that I've worked with or interacted with, in the form of trying to remember what I learned from them. Usually someone I've had a good relationship with, I can always recollect that they changed me, or influenced me in a way through some of their own characteristics or their experiences, or efforts. In 3 years of working with Randy in this forum, I've learned a lot from you. These are the types of forums, whether it's amongst ourselves, or the staff of the village, or residents, or even other stakeholders, there's a lot of emotion depending on the issue. It might just be a few people, it might be a lot of people, and especially being someone who kind of wears my emotions on my sleeve, I've learned a lot from Randy in terms of a steadiness of reactivity in crisis. We haven't had a lot of true crises. You certainly experienced some of those, as the Mayor said with, Covid 19 at the beginning, but there was always steadiness. Perhaps that comes from your work, perhaps that comes from just who you are, perhaps it comes from your better half and that would not surprise me. So, I don't know if I'll be good at it, but it's one thing of yours that I'm going to try to emulate. I also have found that people who are very effective in these roles, of the people that I've known on these boards the last few years, are excellent listeners, and you very much are. You let all of us interrupt you all the time, more so than others when everyone else is trying to get their words in. I think the mark of a good leader is being a good listener. The last thing I think is patience. The work of government is not easy. It requires collaboration with numerous stakeholders. Even if we live in a relatively small place, there are a lot of people with a lot of vested interest. That's a good thing, and I think you have the patience to see things through and to understand that there's a process around government. All characteristics that I would like

to emulate better so, thank you for sharing your experiences and your capabilities with all of us, and I look forward to being your friend for a long time. Good luck with whatever you do.

Trustee Gans read the following statement on Trustee Gruenberg's behalf:

Randy, I'm so sorry to miss your last meeting. It has been a privilege to serve alongside you on the Village Board. Your grace under pressure and unwavering dedication to this community are truly admirable. Your capacity to analyze a situation with precision, and then offer a fresh perspective is so impressive, and has helped steer so many of our decisions. You have a unique ability to cut to the core of an issue with brevity, while also managing to be eloquent. That is a talent that will be sorely missed. Your passion for, and deep knowledge of Scarsdale's history infused so many of our discussions, giving broader context to issues the Village has faced before, and is helping us navigate where we go next. Randy, thank you for 4 years of service to our beloved Village, and for always being of good cheer. Scarsdale is a better place because of you. I wish you all good things in your next chapter.

Trustee Brew shared the following sentiments regarding Deputy Mayor Whitestone:

Randy, you've been on the Board with me from the day I started 3 years ago. While I did not know you before our time together as trustees, I really came to know, respect, and really like you through our work together on behalf of Scarsdale. In my first year we worked together on personnel, with me as chair, and you as vice chair. As you had chaired personnel the year before, you provided strong guidance when asked, but also let me run with things my own way. But you never shied away from taking on half the work as we split making all the calls and vetting the applications. Throughout our time on the Board, I've admired your approach. In every situation, you're always calm, fair, well thought out, and always communicate with straightforwardness and polish. We oftentimes agreed, but even when we didn't, you explained your position without being overbearing or pedantic, but also not backing down. You also always showed a willingness to change your stance as you truly listen to all points of view and were willing to have additional input sway you. Most recently, your work as Deputy Mayor, Vice Chair on the Finance and Budget Committee, and Chair of the Public Safety Committee have all been insightful and impactful. I will miss your kindness and warm presence in the chair to my right. I wish I could be there tonight. And I wish you and Lisa enjoyment in reclaiming your Tuesday evenings, and so much other board work time back. You'll be truly missed.

Trustee Gans shared the following sentiments regarding Deputy Mayor Whitestone:

Randy, I want to begin by thanking you for your service to the Village and this Board, and, as everyone else has said, you've been a tremendous asset during my 2 years on the board, and we will miss your wisdom and guidance. We ran together with Trustee Mazer in 2022. You reached out immediately upon hearing that I had been nominated and even though our election was uncontested, it's still stressful for a first-time candidate. Your guidance and advice helped keep me calm along the way. It's been similar during my time on the Board. In 2 years, I have never once seen you get angry or emotional on any topic. You are someone I, and I think all of us turn to when we're looking for a calm and measured opinion on a subject. And going last, I think it's somewhat remarkable that all of us have said the same thing. That is a real asset. Your guidance and ability to steady our ship will be missed. I thank you for all of the advice you've

provided to me during the past 2 years. I hope that you can continue your service to our village. Best of luck.

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Deputy Mayor Whitestone shared the following sentiments of his own:

Thank you everyone. It's been my pleasure to serve alongside three mayors and 11 different trustees, all of whom performed with dedication and purpose and made a positive difference in the life of our community.

Before I thank my fellow trustees, I want to make sure to commend the efforts of the folks who keep the lights on. I appreciate the dedication of these more than 200 individuals, from the sanitation workers making their rounds in snow and rain to the DPW workers clearing storm drains to our police officers and firefighters ready to spring into emergency action at a moment's notice. The same goes for David Raizen and the independent and tireless Scarsdale Volunteer Ambulance Corps.

Now to my fellow trustees.

- Dara. I'm sorry you couldn't be here. I've so enjoyed working with you over the years. We share philosophies on public transparency and proactive communications, and you have done so much with the ACC and on the board to put those philosophies into practice. Your open and candid way of expressing yourself – informed by your pragmatic, commonsense approach to issues – has enlivened and enriched our discussions. We're a better board because of your hard work and insight, not to mention your sense of humor and can-do attitude.
- Jeremy. You bring to bear on pressing village matters an organized legal mind and perceptive views on land use. I enjoy learning from your deep digs into code and your understanding of process. You take a step back and a hard look at whatever crosses your plate, and often arrive at an independent point of view that advances and shifts our collective thinking. You're good-natured and low-key, but with an intensity and analytical ability that greatly benefits the board and the community. And I'd be remiss in not saying thanks for pushing your chair in!
- Ken. Your humanity is admirable. Serving the community is nothing new given your extensive work as a volunteer firefighter. I value your dedication to our golden resource, Scarsdale's seniors, and your partnership on public safety. You ask excellent questions, rightly viewing yourself as speaking on behalf of the proverbial average resident, adding facts and insights to our public discourse. You always say hello with a smile which brightens what can otherwise be routine and serious work – thanks for your pleasant demeanor, good cheer, and warmth.
- Sameer. I always enjoy our healthy give and take and our shared experience of juggling corporate and community service lives. You bring to our board duties the added burden of frequent travel and management of a dynamic, fast-growing technology company.

Your insights on HR, organizational structure, communications, and technology enhance our operations and strategy considerations – you’re yet another example of the community benefiting from a high-level business talent for no pay. Your work on the pool and on telecom gives new meaning to the term “sweat equity.” I look forward to seeing you carry all of these initiatives forward; just let my fellow trustees know when you’ll be out of town so they can expect good dinners.

- Karen. I’ve enjoyed being your seatmate the past three years, as well as our work together on personnel and quality of life. On all issues before us – both thorny and straightforward – you bring to bear your practical experience in business coupled with your time as a community volunteer and a keen understanding of how our decisions impact our neighbors. You’re open-minded and truly take the time to research issues before coming to a conclusion. I have great respect for your views, and you have in fact changed my mind on occasion after hearing your well thought out arguments. I’m thankful the village will continue to benefit from your clear-eyed wisdom, and an Edgewood perspective. Go Rangers!
- Justin. We really came to know each other during that crazy 2020 election campaign. During our seven-month shared journey, we bonded and became mutual sounding boards. I’ve learned a lot from you and admire your deep knowledge of municipal code and finance. The value you’ve provided to the board, the staff, and the community stems from your drive to deeply research issues to gain a full understanding and a command of details: you’re a quick study but not a superficial study. We don’t always agree, but I find we have a healthy ability to exchange views and arrive at better outcomes. I also value your dedication and desire to serve the entire community, and your ability to filter out loud voices to get to an optimal conclusion. Plus, a dry sense of humor and a twinkle in your eye. I’ll try to be a respectful constituent during the second half of your term.
- To my board colleagues collectively: thank you for the culture we’ve developed. You are a fearless, patient, and honorable bunch dedicated to doing the right thing. I’m proud to have served alongside you.
- Lastly, I want to say a word about my personal journey. As some of you know, my grandparents moved to Scarsdale in 1928, and my mother, at the age of 100, is perhaps the senior-most graduate of Scarsdale High School, Class of 1941, and likes to keep tabs on her home town.
- I grew up in Chappaqua, and my late father spent many nights during my childhood serving as president of the Town Club and the elected Library Board. No one was more responsible for building a new Chappaqua Library in the 1970s – a well-loved library that still serves that community to this day. His example inspired me to dedicate time to public service.
- I hope I have carried on both of my parents’ sense of mission and tradition. And I thank you for the opportunity to serve the people and the community of Scarsdale.

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The following members of the public provided comments in honor of Deputy Mayor Whitestone's last Village Board meeting:

Heedan Chung; 46 Woods Lane, spoke on behalf of the LWVS Board of Directors

Sarah Bell; 368 Heathcote Road, spoke as President of the Scarsdale Forum

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Manager's Comments

Acting Village Manager Marshall provided the following comments:

Earlier this evening at the Boards 6PM Work Session, we presented the Tentative Budget for Fiscal Year 2024-2025, which was filed with the Village Clerk on March 20. Members of the public can find the Tentative Budget at [www.scarsdale.com](http://www.scarsdale.com) on the Village Treasurer's webpage in PDF form and in our financial transparency tool, ClearGov. The board has on their agenda this evening a resolution to set the public hearing on the tentative budget at their meeting on April 9. The public is welcome to participate at that meeting and share any comments or questions about the budget.

I also wanted to remind residents that Scarsdale has entered a contract with National Metering Services, Inc. to install water meters in accounts with outdated technology. Both the Scarsdale Water Department and the contractor have sent multiple letters to all properties affected by this contract. However, there is still a larger percentage of impacted properties that have not yet scheduled an appointment with National Metering Services to replace their old touch pad water meter with a new radio meter. If you are one of the affected properties that received a letter, but have not yet scheduled replacement of your meter, we urge you to contact National Metering Services Inc. at 1-888-448-0009. Please feel free to contact the Scarsdale Water Department with any questions or concerns at 914-722-1138.

Lastly, I wanted to remind the community that gas-powered leaf blowers are not permitted in Scarsdale from January 1 to September 30. They are only allowed October 1 through December 31, Tuesday – Friday, during the hours of 8AM to 6PM for fall cleanup. Please be aware of this rule, and remind any of your contractors about this important local law.

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Public Comment

None.

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## Trustee Liaison Reports

Trustee Mazer reported that on Saturday, April 6<sup>th</sup> at 3 pm there will be bingo at the Library. Members of the community interested in participating can RSVP by calling the Library at 358-6079. Trustee Mazer also reported that tomorrow, March 27<sup>th</sup> from 1 to 2 pm at the Girl Scout House, there will be a spring book preview where a librarian will introduce new books of 2024 with recommendations of insight. Those interested can RSVP to [msilver@scarsdale.com](mailto:msilver@scarsdale.com). Seniors of the community concerned about memory impairment issues can attend a program where a professional will come to where you live to develop exercises with you to strengthen your memory. Those interested can contact Stacey Cook at the Scarsdale Edgemont Family Counseling Service or visit [www.agingsmartseniors.com](http://www.agingsmartseniors.com).

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Trustee Ahuja reported that on March 30<sup>th</sup> at 1 pm, episode one of “Young Scarsdalian Around the World Exploring China” will air. Join Scarsdale teens as they share their adventures and insights about travel in China. You’ll learn about architecture, famous landmarks, history, geography, cuisines, fascinating street life, and more. All ages are welcome and snack will be provided. Trustee Ahuja reported that on April 13<sup>th</sup> at 10:30 am, there will be an MTA Safety story time. Caroline from the Metro North Railroad will visit the Library for this fun and interactive story time and attendees will hear a train story and learn how to be safe when riding the train. This is for ages 3 to 7. Finally, the Library will be hosting a blood drive on Friday, April 19<sup>th</sup> from 10 am to 4 pm. Those interested in donating blood can stop by the Scott Room of the Library to donate blood with the New York Blood Center. Blood can only be stored for 42 days, so there is a continuous need for the generosity of donors. Walk-ins are possible, but registering is strongly recommended to ensure a time slot that is convenient for you.

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Trustee Brew reported that this Sunday, March 31<sup>st</sup>, Friends to the Park, spearheaded by Elaine Weir will be going out and doing vine cutting and cutting invasive vines throughout the Village. This Sunday they are attacking the Village owned land, south of Davis Park, at the end of Tunstall Road. It's from 1 pm to 3 pm and they will train and teach volunteers how to do what needs to be done. Volunteers are encouraged to bring gloves and wear long sleeves and closed toe footwear. Boots are required, and if you have pruning shears and safety glasses, bring those as well, but they do have equipment to lend if you do not have.

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Deputy Mayor Whitestone reported that earlier this morning the Mayor, Trustee Mazer, Acting Manager Marshall, and himself met with the public safety officials for a quarterly updated. They provided information on how the first quarter was trending and discussed important coordination efforts on n issues such as flooding and regional crime issues. Public Safety attendees included David Raizen, President of SVAC, Chief Mytych, Fire Chief, and Chief Matturro, Chief of Police, as well as other members of their staffs.

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Bills

Deputy Mayor Whitestone reported that he had audited the Abstract of Claims dated March 26, 2024, in the amount of \$725,518.16 which includes \$19,512.52 in Library Claims previously audited by a Trustee of the Library Board.

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

RESOLVED, that the Abstract of Claims dated March 26, 2024, in the amount of \$725,518.16 is hereby approved.

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Consent Agenda

Upon motion entered by Trustee Brew, and seconded by Trustee Gans, and carried unanimously, the Minutes for the March 12, 2024 Village Board Meeting were approved.

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Trustee Ahuja

Upon motion entered by Trustee Ahuja and seconded by Trustee Mazer; the following resolution regarding Authorization to Extend Recreation Management Software Master Service Agreement; was approved unanimously:

WHEREAS, 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 4<sup>th</sup> Street, Suite 500, Manhattan, KS 66502 for leasing of a new browser based 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, over the past five years (including COVID), 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 annually; and

WHEREAS, annual pricing for the Village of Scarsdale has not changed with CivicPlus since the original contract was entered in 2018; and

WHEREAS, on February 14, 2024 the Village received notice the CivicPlus will be increasing their pricing by 16% and a 5% increase to each renewal term thereafter; and

WHEREAS, the aforementioned 16% increase would increase the Village of Scarsdale's annual fee by \$4,937 to \$36,187, and

WHEREAS, upon receipt of the pricing increase, Assistant Village Manager, Charles Hessler, entered negotiations with CivicPlus, and

WHEREAS, understanding the Village has not received a pricing increase since 2018, the 16% increase was not negotiable, however future pricing increases per renewal term were decreased from 5% to 3%, 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 Acting 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.

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Trustee Gans

Upon motion entered by Trustee Gans and seconded by Deputy Mayor Whitestone; the following resolution regarding Adoption of a Local Law Amending the Scarsdale Village Code Entitled Appointments and Terms of Office; was approved by the vote indicated below:

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.

AYES

NAYS

ABSENT

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

Trustee Gruenberg

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Upon motion entered by Trustee Gans and seconded by Deputy Mayor Whitestone; the following resolution regarding Adoption of a Local Law Amending Newspaper Publication Requirements; was approved by the vote indicated below:

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.

AYES

NAYS

ABSENT

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

Trustee Gruenberg

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Trustee Mazer

Upon motion entered by Trustee Mazer and seconded by Trustee Gans; the following resolution regarding Adoption of a Local Law Amending the Scarsdale Village Code Regarding Public Sidewalk Permits; was approved by the vote indicated below:

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 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 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 signs.

AYES

NAYS

ABSENT

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

Trustee Gruenberg

\* \* \* \* \*

Deputy Mayor Whitestone

Upon motion entered by Deputy Mayor Whitestone and seconded by Trustee Mazer; the following resolution Calling for a Public Hearing on the Fiscal Year 2024-2025 Tentative Budget; was approved unanimously:

WHEREAS, pursuant to New York State Village Law §5-508 (3), a public hearing must be held on the Fiscal Year 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](http://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.

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Due to the way the calendar falls, I won't have a vote on this new budget, though I've been involved in discussions about it since last summer. So I'll be brief and make three main points:

1. Each year, the village budget process is a quest for a delicate equilibrium, made more challenging this time by extra cost pressures from non-discretionary items such as insurance premiums and pensions.
2. Fund balance is not a piggy bank to be tapped at will – it's an important resource and tool for the village to utilize thoughtfully and in ways that don't leave future budgets starved for important investments in capital and services.
3. The Board, representing the community, helps staff set priorities and tries to interpret, and make, the hard choices that must be made. Some years those choices are harder than others, but the important thing in any budgeting exercise is to clearly present those choices to the community.

I do believe that staff and the board have achieved a good, if slightly uncomfortable, balance in this year's budget process. I think our proposed use of fund balance is thoughtful and sustainable for future boards. And I do believe this process, and the new budget document, makes clear the spending choices we are making. So, while I won't be voting, I am supportive.

Upon motion entered by Deputy Mayor Whitestone and seconded by Trustee Mazer; the following resolution Establishing Fiscal Year 2024-25 Village-Wide Fees and Charges; was approved unanimously:

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.

\* \* \* \* \*

Written Communications

Village Clerk Emanuel reported that three (3) communications have been received since the last Board of Trustees meeting:

- An email from Robert Reiffel regarding planned development at 80 Garden Road.
- An email from Cynthia Roberts regarding term limits for certain land use boards.
- An email from Village residents regarding 2023 school tax penalties.

\* \* \* \* \*

Future Meeting Schedule

- Tuesday, April 9, 2024 – 6:00 PM – Work Session
- Tuesday, April 9, 2024 – 7:30 PM – Agenda Committee
- Tuesday, April 9, 2024 – 8:00 PM – Village Board Regular Meeting

\* \* \* \* \*

There being no further business to come before the Board, the meeting was adjourned at 8:53 pm on a motion entered by Deputy Mayor Whitestone, seconded by Trustee Ahuja, and carried unanimously.

Respectfully submitted,

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Taylor C. Emanuel  
Village Clerk

ANNUAL MEETING RESOLUTIONS

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I. APPOINTMENTS TO THE VILLAGE MANAGER’S OFFICE

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

\* \* \* \* \*

2. Pursuant to the provisions of Section 57-3 of the Village Code, the Mayor hereby appoints Assistant Village Manager Alexandra Marshall to be the acting Village Manager until such time as the Village Manager is appointed.
- 

II. APPOINTMENTS BY THE MAYOR

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

Brew: Public Safety (Chair); Pool Project (ad hoc) (Chair); Planning and Development (Vice Chair).

Ahuja: Governance and Administration (Vice Chair); Finance and Budget (Chair).

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

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

Gruenberg: Governance and Administration (Chair); Pool Project (ad hoc) (Vice Chair).

Wise: Finance and Budget (Vice Chair); Public Works and Infrastructure (Chair).

3. The Mayor announces the following liaison assignments:

Brew: Scarsdale Edgemont Family Counseling Service; Advisory Council on Youth; Board of Ethics; Judicial Qualifications Advisory Committee; Scarsdale League of Women Voters.

Ahuja: Library Board; Scarsdale Chinese Association; Advisory Council on Human Relations.

Mazer: Scarsdale Friends of the Parks; Advisory Council on Scarsdale Senior Citizens; Advisory Council on Technology; Scarsdale Volunteer Ambulance Corp; Board of Architectural Review.

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

Gruenberg: Advisory Council on Communications; Arts Advisory Council; Scarsdale Business Alliance; Scarsdale Junior League; Scouts.

Wise: Town Board of Assessment Review; Village Historian; Council on People with Disabilities; Conservation Advisory Council.

4. The Mayor announces the following Neighborhood Association assignments:

Arest: SNAP

Brew: Crane Berkely-in-Scarsdale; Drake-Edgewood; Old Scarsdale; Arthur Manor.

Ahuja: East Heathcote; Murray Hill/Middle Heathcote; West Quaker Ridge.

Mazer: Bramlee Heights; Heathcote; Scarsdale Meadows.

Gans: Greenacres; Quaker Ridge; Overhill.

Gruenberg: Fox Meadow; and Sherbrooke Park.

Wise: Colonial Acres; Secor Farms.

*Village Historian*

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

*Vacancies (filled by Mayor)*

7. The Mayor hereby appoints Jack Miller to the Committee on Historic Preservation for the unexpired portion of a term ending April 7, 2025.
8. The Mayor hereby appoints Michael Kass as an alternate member of the Zoning Board of Appeals for the unexpired portion of a term ending April 5, 2027.
9. The Mayor hereby appoints Lesley Shearer as an alternate member of the Board of Architectural Review for the unexpired portion of a term ending April 6, 2026.

*Judicial Qualifications Advisory Committee*

10. The Mayor hereby appoints Omer Wiczuk as Chair of the Judicial Qualifications Advisory Committee for a term ending April 7, 2025.

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

*Village Clerk's Office*

1. RESOLVED, that pursuant to Sections 3-301(3) and 3-302(3) of Village Law, the Board of Trustees hereby approves the Mayor's appointment of Taylor C. Emanuel as Village Clerk for the statutory term of two official years; and be it further
2. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of Village Law, the Board of Trustees hereby approves the Mayor's appointment of Melissa Vasami as Deputy Village Clerk for the current official year.

\* \* \* \* \*

*Village Treasurer's Office*

3. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(3) of the Village Law, the Board of Trustees hereby approves the Mayor's appointment of Ann Scaglione as Village Treasurer for the statutory term of two official years; and be it further
4. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of the Village Law, the Board of Trustees hereby approves the Mayor's appointment of Maria Colotti as Deputy Village Treasurer for the current official year.

\* \* \* \* \*

*Village Attorney*

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

\* \* \* \* \*

*Associate Justice*

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

\* \* \* \* \*

*Zoning Board of Appeals*

7. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Jeffrey Watiker to the Zoning Board of Appeals for a term ending April 2, 2029; and be it further
8. RESOLVED, that Jeffrey Watiker is hereby re-appointed as Chair of the Zoning Board of Appeals for a term of one official year, or until such time as a successor is appointed.

\* \* \* \* \*

*Committee For Historic Preservation*

9. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Lauren Bender, Meredith Kent, and Talaiya Safdar as members of the Committee for Historic Preservation to terms coinciding with such initial members having staggered terms ending April 5, 2027; and be it further
10. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Jonathan Lerner and Kevin Reed, as members of the Committee for Historic Preservation to terms coinciding with such initial members having staggered terms ending April 6, 2026; and be it further
11. RESOLVED, that the Board of Trustees hereby approves the Mayor’s appointment of Kevin Reed as Chair of said Committee for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Planning Board*

12. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Lynn Brooks Avni to the Planning Board for a term ending April 2, 2029; and be it further
13. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of John Clapp as Chair of the Planning Board for a term of one official year, or until such time as a successor is appointed.

\* \* \* \* \*

*Board Of Architectural Review*

14. RESOLVED, that the Board of Trustees hereby approves the Mayor’s appointment of Marsha Morton as a member of the Board of Architectural Review for a term ending April 5, 2027; and be it further
15. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Brad Cetron, Raul Mayta, and Tamara Zgonjanin-Li as members of the Board of Architectural Review for terms ending April 5, 2027; and be it further
16. RESOLVED, that the Board of Trustees hereby approves the Mayor’s appointment of Randi Culang as an alternate member of the Board of Architectural Review for a term ending April 5, 2027; and be it further
17. RESOLVED, that the Board of Trustees hereby approves the Mayor’s re-appointment of Brad Cetron to serve as Chair of the Board of Architectural Review for a term ending April 7, 2025, or until such time as a successor is appointed.

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IV. APPOINTMENTS BY THE BOARD OF TRUSTEES

*Marriage Officer*

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

\* \* \* \* \*

*Board Of Ethics*

3. RESOLVED, that Karen Brew is hereby appointed to the Board of Ethics until such time as a successor is appointed; and be it further
4. RESOLVED, that Sunil Subbakrishna is hereby re-appointed to the Board of Ethics until such time as a successor is appointed; and be it further
5. RESOLVED, that Evelyn Stock is hereby re-appointed to serve as Chair of the board of Ethics until such time as a successor is appointed.

\* \* \* \* \*

*Library Board*

6. RESOLVED, that Jennifer Fischman, Scott Gerwin, and Erika Rublin are hereby appointed by the Board of Trustees to the Library Board for terms ending April 2, 2029, or until such time as successors are appointed.

\* \* \* \* \*

*Advisory Council on Human Relations*

7. RESOLVED, that Leah Dembitzer, Meera Kymal, and Doris Pechman are hereby appointed to the Advisory Council on Human Relations for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
8. RESOLVED, that Leah Dembitzer is hereby appointed as Chair of the Advisory Council for Human Relations for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Advisory Council on Technology*

9. RESOLVED, that Andrew Blum, Apurva Mathad, Michael Nirshal, and David Raizen are hereby appointed as members of the Advisory Council on Technology for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
10. RESOLVED, that Beth Drohan, Susan Ross, David Stemerman, and Russell White are hereby re-appointed as members of the Advisory Council on Technology for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
11. RESOLVED, that Scott Rompala is hereby re-appointed as Chair of the Advisory Council on Technology for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Advisory Council on Scarsdale Senior Citizens*

12. RESOLVED, that Georgann Callaghan is hereby appointed to the Advisory Council on Scarsdale Senior Citizens for a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
13. RESOLVED, that Robert Groban, Carole Henry, Naomi Lipman, Terry Kessler Schwarz, and Tama Seife are hereby re-appointed to the Advisory Council on Scarsdale Senior Citizens for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
14. RESOLVED, that Carol Silverman is hereby re-appointed to serve as Chair of the Advisory Council on Scarsdale Senior Citizens for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Conservation Advisory Council*

15. RESOLVED, that Jason Kofman is hereby appointed to the Conservation Advisory Council for the unexpired portion of a term ending April 7, 2025, or until such time as a successor is appointed; and be it further
16. RESOLVED, that Midori Im, Steven Goldstein, Julia Schonfeld, Ron Schulhof, and Joan Weissman are hereby re-appointed to the Conservation Advisory Council for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
17. RESOLVED, that Michelle Sterling is hereby re-appointed as Chair of the Conservation Advisory Council for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Council On People with Disabilities*

18. RESOLVED, that Marian Green, Ronny Hersch, Carol Kadanoff, Mary Leptak, and Nancy Meyers Silverman are hereby re-appointed to the Council on People with Disabilities for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
19. RESOLVED, that Marian Green is hereby re-appointed to serve as Chair of the Council on People with Disabilities for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Cable Television Commission*

- 20. RESOLVED, that Raphael Abada, Steven Bochner, and Christopher Marvin are hereby re-appointed to the Cable Television Commission for terms ending April 2, 2029, or until such time as successors are appointed; and be it further
- 21. RESOLVED, that Michael Rubin is hereby re-appointed to serve as Chair of the Cable Television Commission for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Advisory Council on Communications*

- 22. RESOLVED, that Amy Nadasdi is hereby re-appointed to the Advisory Council on Communications for a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
- 23. RESOLVED, that Casey Klurfeld is hereby appointed to serve as Chair of the Advisory Council for Communications for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Advisory Council on Youth*

- 24. RESOLVED, that Mark Mathias and Deborah Tessler are hereby re-appointed to the Advisory Council on Youth for terms ending April 6, 2026, or until such time as successors are appointed; and be it further
- 25. RESOLVED, that Mark Mathias is hereby re-appointed as Chair of the Advisory Council on Youth for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Arts Advisory Council*

- 26. RESOLVED, that Erin Gitlin is hereby appointed to the Arts Advisory Council for a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
- 27. RESOLVED, that Dena Setzer is hereby appointed to the Arts Advisory Council for a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
- 28. RESOLVED, that Amy Nadasdi is hereby re-appointed as Chair of the Arts Advisory Council for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

*Advisory Council on Parks, Recreation and Conservation*

29. RESOLVED Karin Garvey is hereby re-appointed to the Advisory Council on Parks, Recreation, and Conservation for a term ending April 6, 2026, or until such time as a successor is appointed; and be it further
30. RESOLVED, Kristin Burrows and Joe Zakierski are hereby appointed to the Advisory Council on Parks, Recreation, and Conservation for a term ending April 6, 2026, or until such time as a successor is appointed.
31. RESOLVED, that Larry Medvinsky is hereby re-appointed as Chair of the Advisory Council on Parks and Recreation for a term ending April 7, 2025, or until such time as a successor is appointed.

\* \* \* \* \*

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

1. RESOLVED, that the regular meetings of the Board of Trustees of the Village of Scarsdale for 2024-2025, be held at 8:00 P.M. in Rutherford Hall in Village Hall, located on Post Road, between Crane and Popham Roads, on the second and fourth Tuesdays of each month at 8:00 P.M. except during the months of July, August, and December 2024, and March 2025, as identified below, and that special meetings may be called by the Mayor as necessary:

April 30, 2024	8:00 P.M.	(In Lieu of April 23, 2024)
July 23, 2024	8:30 A.M.	(Limited Agenda) (Time Change)
August 27, 2024	8:30 A.M.	(Limited Agenda) (Time Change)
December 23, 2024	8:30 A.M.	(Limited Agenda) (in Lieu of December 24, 2024)
March 25, 2025	8:30 P.M.	(Time Change)

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

2. RESOLVED, that The Journal News is hereby designated as the official Village newspaper; and be it further

Board of Trustees Meeting – April 09, 2024 - Annual Resolutions

- 3 RESOLVED, that JP Morgan Chase, M & T Bank, Flagstar Bank, US Bank, the Cooperative Liquid Assets Security System (CLASS administered by Public Trust Advisors) and the New York Liquid Asset Fund (NYLAF administered by PMA) are hereby designated as official depositories of the funds of the Village of Scarsdale; and be it further
- 4 RESOLVED, that the Board of Trustees hereby adopts the 2024 Rules and & Procedures annexed hereto.

\* \* \* \* \*

**RESOLUTION RE:     AWARD OF A CONTRACT FOR THE PURCHASE  
OF A NEW ELGIN PELICAN SWEEPER**

**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 #093021-ELG from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of a new Elgin Pelican three-wheel mechanical broom sweeper; now, therefore, be it

**RESOLVED,**         that the Village Board of Trustees authorize the Village Manager to utilize Sourcewell Contract #093021-ELG to purchase the aforementioned new Elgin Pelican three-wheel mechanical broom sweeper vehicle, in substantially the same form and terms as the underlying Sourcewell Contract #093021-ELG as attached hereto, from Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 30120, in the amount of \$318,602.50; and be it further

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

Date:                   April 09, 2024

**SCARSDALE**  
1701  
**NEW YORK**

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

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

**Date:** Thursday, March 28, 2024

**RE:** Sourcewell Elgin Pelican Three-Wheel Mechanical Broom Sweeper

**MEMORANDUM**  
Department of Public Works

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In accordance with fleet maintenance standards, the Villages vehicle & equipment retirement schedule program and the adopted FY 23/24 budget, the purchase of a new Elgin Pelican three-wheel mechanical broom sweeper is needed. Once the Village receives the new sweeper, the old one will be put up for auction pursuant to Village Policy #202.

The Elgin Pelican sweeper will be purchased from Long Island Sanitation Equipment Company which is an authorized dealer under Sourcewell Contract # 093021-ELG at a price of \$318,602.50. The Village Board has adopted local law chapter 19 of the Village Code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. Staff recommends approval of this purchase on the basis of best value due to pricing and availability.

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Elgin Sweeper Company

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:  
*David Panizzi*  
By: 67407721F3A64A7...  
David Panizzi  
Title: Business Development Manager  
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/22/2021 | 10:11 AM CST

# RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

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## Vendor Details

Company Name: Elgin Sweeper Co.  
Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal signal  
Address: 1300 W Bartlett Rd  
Elgin, IL 60120  
Contact: David Panizzi  
Email: dpanizzi@elginsweeper.com  
Phone: 847-622-7153 402385  
HST#: 36-2351764

## Submission Details

Created On: Monday September 13, 2021 13:04:04  
Submitted On: Wednesday September 29, 2021 16:49:19  
Submitted By: David Panizzi  
Email: dpanizzi@elginsweeper.com  
Transaction #: cd6ff737-3555-439f-821b-fc3b047a5759  
Submitter's IP Address: 50.238.226.126

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120
5	Proposer website address (or addresses):	www.elginsweeper.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

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

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. <a href="https://www.federalsignal.com/annual-quarterly-reports">https://www.federalsignal.com/annual-quarterly-reports</a>
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

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

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication.  2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group).  Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

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

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

Line Item	Question	Response *
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMS, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that is now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to single-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.

**Table 9: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.

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

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcwell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcwell Sales (using the provided Sourcwell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcwell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcwell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcwell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcwell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcwell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcwell Sales increases. I am also charged with ensuring compliance to requirements.
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.

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

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

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eight different models with optional variations for specific sweeping applications.
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Service parts are not offered.

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

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- [Financial Strength and Stability](#) - fss\_2020\_10k.pdf - Friday September 24, 2021 14:17:07
- [Marketing Plan/Samples](#) - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Street_Sweepers_RFP_093021</b> Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Street_Sweepers_RFP_093021</b> Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2



<https://www.sourcewell-mn.gov/cooperative-purchasing/090321-ELG>

MODEL: ECOINFUSED PELICAN NP 55KW  
**EFFECTIVE DATE: 12/04/2023**  
 SUPERCEDES ALL PREVIOUS PRICE LISTS  
 DEALER PRICE LIST (U.S. DOLLARS)

QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
0	1120933	<b>PELICAN P SINGLE, TIER 4F, 74hp, USA AND CANADA</b>  Single steer & gutter broom, right side hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.	\$253,910	\$0.00
0	1120847	<b>PELICAN P DUAL, TIER 4F, 74hp, USA AND CANADA</b>  Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.	\$268,180	\$0.00
0	SPECIAL	<b>PELICAN DIESEL-HYBRID OPTION</b>  Must choose a TOP LEVEL with this option. Contact Inside Sales to confirm options and compatibility	\$304,470	\$0.00

**NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.**

**STANDARD FEATURES**

1	701443	PELICAN P OPERATORS MANUAL	STANDARD	\$0.00
1	702261	PELICAN P PARTS BOOK	STANDARD	\$0.00
1	704046	JOHN DEERE OPERATORS MANUAL	STANDARD	\$0.00
1	704047	JOHN DEERE PARTS BOOK	STANDARD	\$0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	\$0.00
1	0701708	MACHINE DELIVERY PACKET	STANDARD	\$0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	\$0.00

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Air cleaner, two-stage, dry type with restriction indicator</li> <li>Air conditioner</li> <li>Alternator, 120 amp</li> <li>Anti siphon water fill</li> <li>Automatic engine shutdown (oil pressure/engine temperature)</li> <li>Automatic pickup in reverse</li> <li>B20 biodiesel compatible</li> <li>Back up alarm, electric</li> <li>Battery, maintenance free</li> <li>Brakes, power</li> <li>Broom, main, hydraulically suspended</li> <li>Broom, main, in cab pressure control</li> <li>Broom, main, prefab, disposable</li> <li>Broom, side broom, hydraulically suspended</li> <li>Broom, side broom, in cab pressure control</li> <li>Bumper pads, front jack</li> <li>Coolant recovery system</li> <li>Doors, see through glass, prop-able</li> <li>Electronic Throttle</li> <li>Engine, hour meter</li> <li>Gauges &amp; Warning lights:             <ul style="list-style-type: none"> <li>engine coolant temperature</li> <li>engine oil pressure</li> <li>fuel level</li> <li>speedometer &amp; odometer w/trip set</li> </ul> </li> <li>Fenders, over front wheels</li> <li>Flushing system for hopper/conveyor</li> <li>Fuel tank, 35 gallons</li> <li>Fuel Water separator with indicator light</li> <li>Heater, pressurizer with filtered air, defroster</li> <li>Hose, hydrant fill, 16' 8" with coupling</li> </ul> | <ul style="list-style-type: none"> <li>Light, spotlight, adjustable, one per side broom</li> <li>Lights, 2 combination, tail/stop lights</li> <li>Lights, headlights, multiple beam</li> <li>Lights, low water light</li> <li>Low Hydraulic Warning</li> <li>Main broom controls in cab</li> <li>Manuals, operator and parts</li> <li>Mirror, inside rear view</li> <li>Mirrors, outside, front mounted 6" fish eyes</li> <li>Mirrors, outside, front post mounted, west coast type, one each</li> <li>Parking brake with interlock</li> <li>Rear Camera &amp; in cab monitor</li> <li>Return to sweep feature</li> <li>Seat Belts (both sides for dual)</li> <li>Seats, extra wide cordura suspension seats with arm rests</li> <li>Signals, self-canceling directional with hazard switch</li> <li>Sprung guide wheel, heavy duty</li> <li>Steering wheel, tilt and telescoping</li> <li>Sun visors</li> <li>Tachometer, diesel engine</li> <li>Tires, tubeless radials</li> <li>Tow loops, four</li> <li>Water tank, fill gauge</li> <li>Water tank, molded polyethylene: 220 gallon total nominal cap</li> <li>Wheels, dual guide</li> <li>Wheels painted grey</li> <li>Window, opening front opera</li> <li>Windshield washer</li> <li>Windshield wipers with intermittent setting</li> <li>Windshield, tinted</li> </ul> |
|--|--|

**----ADDITIONAL MANUALS----**

0	701443	PELICAN OPERATORS MANUAL	\$65	\$0.00
0	702261	PELICAN PARTS BOOK	\$115	\$0.00
1	702453	PELICAN SERVICE	\$120	\$120.00
0	704046	JOHN DEERE OPERATORS MANUAL	\$65	\$0.00
0	704047	JOHN DEERE PARTS BOOK	\$135	\$0.00
1	704048	JOHN DEERE SERVICE	\$230	\$230.00

**-----ALARMS-----**

0	1089728	GROTE LOUD MOUTH BACKUP ALARM	\$375	\$0.00
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**-----AUTOLUBE-----**

1	1140380	MIDWEST AUTOLUBE - SINGLE	\$7,575	\$7,575.00
0	1140381	MIDWEST AUTOLUBE - DUAL	\$8,455	\$0.00
0	1089040	VOGEL AUTOLUBE - SINGLE	\$8,915	\$0.00
0	1089041	VOGEL AUTOLUBE - DUAL	\$9,595	\$0.00
0	1107312	VOGEL AUTOLUBE - DUAL (USE W/GREASABLE DIRT SHOES)	\$11,690	\$0.00
0	1140383	MIDWEST AUTOLUBE - DUAL (USE W/GREASABLE DIRT SHOES)	\$9,500	\$0.00
0	1140385	MIDWEST AUTOLUBE - SINGLE (USE W/GREASABLE DIRT SHOES)	\$8,985	\$0.00

**-----AUTO SHUTDOWN-----**

0	1087563	HYDRAULIC LEVEL SHUTDOWN	\$260	\$0.00
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MODEL: ECOINFUSED PELICAN NP 55KW  
 EFFECTIVE DATE: 12/04/2023  
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 DEALER PRICE LIST (U.S. DOLLARS)

QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
1	1089429	HYDRAULIC LEVEL & TEMPERATURE SHUTDOWN	\$510	\$510.00
0	1120654	HYDRAULIC TEMPERATURE SHUTDOWN	\$260	\$0.00

-----BROOMS-----

0	1015558	EXTRA SET SIDE BROOM SEGMENT, FILLED	\$365	\$0.00
1	1087976	STRIP BROOM 66" URB	\$1,110	\$1,110.00
0	1088008	MAIN BROOM CORE ONLY	-\$90	\$0.00
0	1088800	50/50 POLY/WIRE MAINBROOM	\$1,110	\$0.00
0	1089518	DEDUCT MAIN BROOM & CORE	-\$255	\$0.00
0	1091361	URB STRIP BROOM - CENTER SWEEP	\$1,245	\$0.00
0	1094877	ALUMINUM SIDE BROOM SEGMENT PER SIDE	\$2,090	\$0.00
0	1094878	POLY/POLY SIDE BROOM SET	\$170	\$0.00
0	1095342	DEDUCT SIDE BROOM SEGMENT (PER SIDE)	-\$125	\$0.00

---CONVEYOR/ELEVATOR---

1	1124786	CONVEYOR STALL ALARM	\$965	\$965.00
0	1087575	LOWER ROLLER DEFLECTOR	\$655	\$0.00
1	1120820	CONVEYOR CLEANOUT	\$695	\$695.00

-----GAUGES-----

0	1088858	LOOSE CHARGE PRESSURE GAUGE	\$395	\$0.00
1	1120827	IN CAB AIR RESTRICTION GAUGE	\$600	\$600.00

----LIFELINER SYSTEM / EPOXY COATING----

1	1092236	LIFELINER HOPPER SYSTEM W/WARRANTY	\$5,340	\$5,340.00
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-----LIGHTS-----

1	1087873	LED CLEARANCE LIGHTS	\$385	\$385.00
1	1120770	LED ALTERNATING & FLASHING LIGHTS IN BATTERY COVER	\$1,590	\$1,590.00
1	1120744	(2) LED REAR FLOODS & BACKUP LIGHTS	\$1,005	\$1,005.00
0	1114404	(2) CAB FORWARD FACING LED FLOOD LIGHTS WITH LIGHT BAR	\$1,580	\$0.00
1	1114405	(2) CAB FORWARD FACING LED FLOOD LIGHTS WITHOUT LIGHT BAR	\$1,960	\$1,960.00
0	1101273	LED STOP/TAIL/TURN	\$450	\$0.00
0	1101318	PACKAGE 5: ONE LED STROBE W/ GUARD	\$1,230	\$0.00
0	1101319	PACKAGE 6: TWO LED STROBES W/ GUARD	\$2,255	\$0.00
1	1101320	PACKAGE 7: PACKAGE 6 + FOUR ROOF MOUNTED SWEEP FLASHERS LED STOP/TAIL/TURN MUST BE ORDERED WITH THIS PACKAGE	\$2,970	\$2,970.00
0	1101322	PACKAGE 9: REAR LIGHT MOUNTING RAIL ONLY	\$855	\$0.00
0	1101323	PACKAGE 10: FRONT LIGHT MOUNTING RAIL ONLY	\$855	\$0.00
0	1101324	PACKAGE 11: REAR LIGHT MOUNTING RAIL AND WIRE/MOUNT/GUARD FOR 1 LIGHT	\$955	\$0.00
0	1101325	PACKAGE 12: REAR LIGHT MOUNTING RAIL AND WIRE/MOUNT/GUARD FOR 2 LIGHTS	\$1,675	\$0.00
0	1125795	PACKAGE 13: LED ARROWSTICK (ONLY)	\$1,975	\$0.00
0	1125796	PACKAGE 14: LED ARROWSTICK (USE WITH PACKAGE'S 1, 2, 3, 5, 6, 7)	\$2,160	\$0.00

-----PELICAN OPTIONS-----

0	1042010	WATER FILL HOSE QUICK DISCONNECT	\$700	\$0.00
1	1125550	LICENSE PLATE HOLDER - FRONT & REAR	\$315	\$315.00
0	1087541	LOCKING ENGINE COMPARTMENT	\$295	\$0.00
0	1087605	CARBIDE DIRT SHOES	\$1,400	\$0.00
1	1087981	RED LOGO/SWOOSH	\$0	\$0.00
0	1087982	WHITE LOGO/SWOOSH	\$0	\$0.00
0	1122929	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	\$0	\$0.00
1	1087995	25' WATER FILL HOSE (ILO 16' 8")	\$260	\$260.00
1	1097387	GREASABLE DIRT SHOES	\$135	\$135.00
0	1123319	SLIDING REAR WINDOW	\$1,340	\$0.00
0	1123322	STEEL RIGHT HAND DOOR W/ SLIDING WINDOW	\$4,200	\$0.00
0	1123320	STEEL RIGHT & LEFT HAND DOOR W/ SLIDING WINDOW	\$7,420	\$0.00
0	1123323	STEEL RIGHT HAND DOOR	\$2,635	\$0.00
0	1123321	STEEL RIGHT & LEFT HAND DOOR	\$5,215	\$0.00
0	1100256	RADIO INSTALL PACKAGE W/O RADIO	\$565	\$0.00
1	1101017	LEFT HAND AND RIGHT HAND "WEST COAST" STYLE MIRRORS HEATED & MOTORIZED. (DOES NOT HEAT OR MOTORIZED HOPPER CONVEX MIRRORS)	\$1,615	\$1,615.00
1	1124183	HD DUAL LIMB GUARDS	\$2,985	\$2,985.00
0	1124182	HEAVY DUTY LIMB GUARD LEFTHAND ONLY	\$1,660	\$0.00



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QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
0	1124181	HEAVY DUTY LIMB GUARD RIGHT HAND ONLY	\$1,660	\$0.00
1	1101244	AM/FM RADIO WITH CD & 2 MAP LIGHTS	\$745	\$745.00
0	1106698	GREASABLE CARBIDE DIRT SHOES	\$1,690	\$0.00
0	6063004	ADDITIONAL IGNITION KEY	\$60	\$0.00
0	1120655	25' WASHDOWN SYSTEM	\$1,310	\$0.00

-----REFLECTORS-----

0	1087538	REFLECTOR (ARMoured) , SET OF 6	\$210	\$0.00
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-----SIDE BROOM TILT-----

0	1089502	LEFT HAND SIDEROOM TILT WITH INDICATOR	\$2,420	\$0.00
1	1089503	RIGHT HAND SIDEROOM TILT WITH INDICATOR	\$2,420	\$2,420.00

-----SEATS-----

0	1087555	RIGHT HAND BOSTROM AIR RIDE MID BACK CLOTH	\$1,270	\$0.00
0	1087556	LEFT HAND BOSTROM AIR RIDE MID BACK CLOTH	\$1,270	\$0.00
0	1087677	ALL VINYL STD SEAT	\$65	\$0.00
1	1088301	RIGHT HAND BOSTROM AIR RIDE HI BACK CLOTH	\$1,270	\$1,270.00
0	1088302	LEFT HAND BOSTROM AIR RIDE HI BACK CLOTH	\$1,270	\$0.00
0	1089316	RIGHT HAND BOSTROM AIR RIDE MID BACK -VINYL	\$1,270	\$0.00
0	1089317	LEFT HAND BOSTROM AIR RIDE MID BACK - VINYL	\$1,270	\$0.00
0	1089510	LEFT HAND MAGNUM STANDARD SEAT	\$1,325	\$0.00
0	1093157	HEADREST FOR MAGNUM STD SEAT	\$570	\$0.00

-----SAFETY-----

0	1087559	(1) 2 1/2 LB. FIRE EXTINGUISHER	\$285	\$0.00
0	1088661	(2) 2 1/2 LB. FIRE EXTINGUISHER	\$565	\$0.00
0	1092020	REMOVE REAR CAMERA	\$0	\$0.00
0	1101067	LEFT HAND SIDE CAMERA	\$745	\$0.00
0	1122587	RIGHT HAND SIDE CAMERA	\$745	\$0.00
0	9306848	TRIANGLE REFLECTIVE FLARES (3)	\$125	\$0.00

-----SWEEPER ENGINE-----

0	1120838	PREMIUM RADIATOR/HEATER HOSES	\$360	\$0.00
0	1127329	EXTREME COLD PACKAGE	\$725	\$0.00
0	1087562	ENGINE PRE-CLEANER	\$600	\$0.00
1	1087675	BATTERY DISCONNECT SWITCH	\$260	\$260.00
1	1089774	MAGNETIC DRAIN PLUG	\$225	\$225.00
1	1120874	ENGINE COOLANT FILTER	\$660	\$660.00

-----TIRES/WHEELS-----

0	1101068	SPARE DRIVE WHEEL PAINTED GREY	\$920	\$0.00
0	1101069	SPARE GUIDE WHEEL PAINTED GREY	\$815	\$0.00
0	1103546	SPARE DRIVE WHEEL PAINTED GREY & TIRE (16 PLY)	\$1,865	\$0.00
0	1120585	SPARE GUIDE WHEEL PAINTED GREY & TIRE (16 PLY)	\$1,290	\$0.00

-----TOOLS-----

0	1036150	HYDRANT WRENCH	\$155	\$0.00
0	1049145	LUG WRENCH	\$490	\$0.00
0	1089549	RIGHT HAND LOCKABLE TOOLBOX WITH BASKET W/O WASHDOWN SYSTEM	\$1,340	\$0.00
0	1121064	LEFT HAND LOCKABLE TOOL BOX	\$1,340	\$0.00
0	1090342	TOOL KIT (NO TOOL BOX)	\$1,045	\$0.00
0	1090584	MECHANICAL JACK RATCHET	\$1,875	\$0.00

-----PAINT-----

1	4810001	STANDARD WHITE	\$0	\$0.00
0	4811018	RAL 1018 ZINC YELLOW	\$625	\$0.00
0	4811023	RAL 1023 TRAFFIC YELLOW	\$670	\$0.00
0	4811037	RAL 1037 SUN YELLOW	\$670	\$0.00
0	4813020	RAL 3020 TRAFFIC RED	\$625	\$0.00
0	SPECIAL	PAINT SWEEPER ANY OTHER RAL COLOR	CONTACT INSIDE SALES	\$0.00
0	SPECIAL	WHEELS PAINTED SAME COLOR AS BODY	CONTACT INSIDE SALES	\$0.00
0	SPECIAL	PAINT SWEEPER NON RAL COLOR	CONTACT INSIDE SALES	\$0.00
0	1118326	CUSTOM COLOR BODY PANELS	\$0	\$0.00

-----FREIGHT RATES-----

EFFECTIVE DATE: 09/02/2022

0	FRT-101-001	SELF SHIPPING DOCK CHARGE	\$985	\$0.00
0	FRT-101-002	FREIGHT-IL,WI,IA,IN,MI,MN,KY	\$2,100	\$0.00
0	FRT-101-003	FREIGHT-TN,WV,PA,NY	\$4,145	\$0.00
0	FRT-101-004	FREIGHT-NH,VT,ME	\$4,855	\$0.00
1	FRT-101-005	FREIGHT-NEW YORK CITY	\$5,415	\$5,415.00
0	FRT-101-006	FREIGHT-ND,SD,NE,OK,KS,AR,AL,MO	\$3,665	\$0.00
0	FRT-101-007	FREIGHT-AZ,UT	\$6,710	\$0.00
0	FRT-101-008	FREIGHT-CA,NV,ID,OR,WA	\$7,685	\$0.00
0	FRT-101-009	FREIGHT- CHICAGO/MILWAUKEE	\$1,140	\$0.00
0	FRT-101-010	FREIGHT-FL,LA,TX,NM,CO,WY,MT	\$5,450	\$0.00
0	FRT-101-011	FREIGHT-OH,ST. LOUIS METRO	\$2,200	\$0.00
0	FRT-101-012	FREIGHT,MS,GA,SC,NC,VA,MD	\$4,425	\$0.00
0	FRT-101-013	FREIGHT - RI,DE,CT,NJ,MA	\$4,030	\$0.00
0	FRT-101-014	FREIGHT - LAREDO, TX	\$8,030	\$0.00



<https://www.sourcewell-mn.gov/cooperative-purchasing/090321-ELG>

MODEL: ECOINFUSED PELICAN NP 55KW  
**EFFECTIVE DATE: 12/04/2023**  
 SUPERCEDES ALL PREVIOUS PRICE LISTS  
 DEALER PRICE LIST (U.S. DOLLARS)

QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
0	FRT-101-015	SPECIALIZED TRANSPORT EQUIPMENT	\$1,290	\$0.00

-----WARRANTY-----

0	EW-NP-NA-2PL	PELICAN NP 2ND YEAR PARTS/LABOR	\$4,180	\$0.00
0	EW-NP-NA-3PL	PELICAN NP 3RD YEAR PARTS/LABOR	\$6,125	\$0.00
0	EW-NP-NA-4PL	PELICAN NP 4TH YEAR PARTS/LABOR	\$10,025	\$0.00
0	EW-NP-NA-5PL	PELICAN NP 5TH YEAR PARTS/LABOR	\$14,385	\$0.00

<b>SUB TOTAL</b>	<b>\$41,360.00</b>
------------------	--------------------

----DISCOUNTS----

0	DISC-101-ADDL	SOURCEWELL DISCOUNT	\$1,240.80	-\$1,240.80
---	---------------	---------------------	------------	-------------

SPECIAL RFQ OPTIONS / OTHER DESCRIPTIONS

1	1138609	SERIES NP JD 99 HP, T4F	\$286,890.00	\$286,890.00
1		LOCAL PREP AND DELIVERY	\$1,200.00	\$1,200.00
	DISC-101-ADDL	SOURCEWELL DISCOUNT FOR SPECIAL RFQ OPTIONS	\$8,606.70	-\$8,606.70
1		DEMO DISCOUNT	\$1,000.000	-\$1,000.00

<b>GRAND TOTAL</b>	<b>\$318,602.50</b>
--------------------	---------------------









## Long Island Sanitation Equipment Co.

---

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-93



Village of Scarsdale  
1001 Post Rd  
Scarsdale, NY 10583  
Sourcewell Member # 92002

3/25/24

Mr. Coleman and Mr. Seifert

We are pleased to submit to you the following Sourcewell Contract quote for an Elgin Pelican:

**NEW ELGIN PELICAN P THREE WHEEL  
MECHANICAL BROOM SWEEPER 99 HP JD Engine**

**PELICAN SERIES P, DUAL** with dual steer & gutter brooms, hydraulically driven, Tier 4F John Deere 99 HP low emissions diesel engine, hydrostatic drive and steering, chassis and wheels powder coated and including the standard features below:

- Air cleaner, two-stage, dry type with restriction indicator
- Alternator, 120amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup it reverse, Return to sweep feature
- B20 Biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom hydraulically suspended
- Broom, side broom, in cab pressure control
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights for engine oil temperature, pressure & fuel level  
speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor

## Long Island Sanitation Equipment Co.

---

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-93



- Fuel tank 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16'8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Mirror inside rear view
- Mirrors, outside, front mounted 6" fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220-gallon total nominal capacity
- Wheels dual, guide
- Wheels painted grey
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield

Also to include the following upgraded options:

- 99 HP John Deere Option
- Battery Disconnect Switch
- Engine Coolant Filter
- Magnetic Drain Plug

## Long Island Sanitation Equipment Co.

---

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-93



- In-cab Air Restriction Indicator
- Conveyor Stall Alarm
- Conveyor Cleanout
- Strip Broom
- LifeLiner Hopper System w/Warranty
- Hydraulic Level & High Temperature Shutdown
- LED Clearance Lights
- LED Strobes in battery box (rear of machine)
- (2) LED rear flood/back up lights
- (2) LED forward facing flood lights
- License Plate Holder Front & Rear
- Left & Right Hand "West Coast Style Mirrors Heated & Motorized"
- Dual Limb Guards HD
- Greaseable Dirt Shoes
- 25' Fill Hose
- Auto Lube System for Dual Brooms
- AM/FM Radio with CD & 2 Map Lights
- Right Bostrom Air Ride Cloth Seat
- Right Hand Side Broom Tilt w/ Indicator
- Parts, Operator, & Service Manuals - Elgin
- Parts, Operator, & Service Manuals - John Deere
- Painted White
- Worklights (LED) for Sidebrooms
- Dual Beacons
- Operator and Mechanic Training
- Shipping/Freight
- Prep /Delivery
- 1 Year Factory Limited Warranty
- Access to in person factory training and online service cloud

**Sourcewell Contract # 093021-ELG**

**Total Delivered Price \$318,602.50**

**\*Includes Demo Discount of \$1,000.00\***

Respectfully,

John Jordan  
Long Island Sanitation Equipment Company  
(516)361-0247

**RESOLUTION RE:     AWARDING VM CONTRACT #1308 – FURNISH  
                                  AND DELIVER POLICE UNIFORMS**

**WHEREAS,**           on February 28, 2024, the Village Manager publicly advertised for the receipt of bids under VM Contract #1308 – Furnish and Deliver Police Uniforms, and sent notices to five vendors and posted the same on bidnetdirect.com; and

**WHEREAS,**           on the bid opening date of Thursday, March 28, 2024, three sealed bids were opened, which met contract specifications, received from Harris Uniforms of 69 Wesley Street, Unit 7, South Hackensack, NJ 07600, at a bid price of \$24,680.00, Galls, LLC, of 1340 Russell Cove Road, Lexington, KY 40505, at a bid price of \$23,831.86, and Municipal Emergency Services of 12 Turnberry Lane, Sandy Hook, CT 06482, at a bid price of \$23,068.45; and

**WHEREAS,**           Municipal Emergency Services, is the lowest responsible bidder and has provided evidence that they are normally engaged in purveying of police uniforms; now, therefore, be it

**RESOLVED,**         that VM Contract #1308 – Furnish and Deliver Police Uniforms be awarded Municipal Emergency Services of 12 Turnberry Lane, Sandy Hook, CT 06482, at a bid price of \$23,068.45; and be it further

**RESOLVED,**         that the Village Manager is herein authorized to execute VM Contract #1308 – Furnish and Deliver Police Uniforms with Municipal Emergency Services of 12 Turnberry Lane, Sandy Hook, CT 06482, at a bid price of \$23,068.45, and is herein authorized to undertake all administrative acts required pursuant to the terms of the Agreement.

Date:                     April 09, 2024

**SCARSDALE**  
1701  
**NEW YORK**

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

**From:** Lt. Steven DelBene

**Date:** Wednesday, April 03, 2024

**RE:** Awarding VM Contract #1308 Furnish and Deliver Police Uniforms

**MEMORANDUM**  
Police Department

---

The Police Department is looking for approval to enter into an agreement with Municipal Emergency Services (MES) to furnish and deliver our police uniforms.

As per the collective bargaining agreement between the Scarsdale PBA and the Village of Scarsdale, all sworn officers in the department receive replacement uniforms on a bi-annual basis. VM #1308 was publicly advertised on February 28, 2024, for the furnishing and delivery of police uniforms. The Village received three sealed bids which were opened on Thursday, March 28, 2024. Municipal Emergency Services was the lowest responsible bidder. I have included the signed bid opening for Contract VM #1308 which shows that MES was the lowest responsible bidder.

I have completed a resolution for the Village Board and am requesting it be put in front of them for a vote at the next Village Board Meeting.

Thank you,

Lt. Steven DelBene

VILLAGE OF SCARSDALE  
 BID OPENING FOR CONTRACT VM#1308

Name:		Proposal for		Galls, LLC		Harris Uniforms		Municipal Emergency Services, Inc.	
Date:		Furnishing and Delivering Police Uniforms		1340 Russell Cave Road		69 Wesley Street, Unit 7		12 Turnberry Lane	
Time:		Thursday, March 28, 2024		Lexington, KY 40505		South Hackinsack, NJ 07606		Sandy Hook, CT 06482	
		2:00 PM							
ITEM	DESCRIPTION	Color	Unit Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Uniform Trousers - Elbeco E3424R (M)	Midnight Navy	45	\$ 61.59	\$ 2,771.55	\$ 78.00	\$ 3,510.00	\$ 66.49	\$ 2,992.05
1	Uniform Trousers - Elbeco E3434LC (W)	Midnight Navy	45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Uniform Cargo Pants - E3464R (M)	Midnight Navy	90	\$ 61.59	\$ 5,543.10	\$ 72.00	\$ 6,480.00	\$ 66.50	\$ 5,985.00
2	Uniform Cargo Pants - E3474LC (W)	Midnight Navy	90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Long Sleeve Shirts - Elbeco E3524 (M)	Midnight Navy	100	\$ 68.04	\$ 6,804.00	\$ 64.00	\$ 6,400.00	\$ 60.75	\$ 6,075.00
3	Long Sleeve Shirts - Elbeco E3534LC (W)	Midnight Navy	100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Short Sleeve Shirts - Elbeco E3554LC (W)	Midnight Navy	72	\$ 64.43	\$ 4,638.96	\$ 61.00	\$ 4,392.00	\$ 58.50	\$ 4,212.00
5	Summer Hat	Keystone - L3	24	\$ 67.61	\$ 1,622.64	\$ 42.00	\$ 1,008.00	\$ 49.75	\$ 1,194.00
6	Clip on Tie	Broome - Black	90	\$ 5.00	\$ 450.00	\$ 6.00	\$ 540.00	\$ 5.64	\$ 507.60
7	Mock Turtle Neck	Black	45	\$ 20.93	\$ 941.85	\$ 30.00	\$ 1,350.00	\$ 28.00	\$ 1,260.00
8	Short Sleeve Shirts - CX360	White	8	\$ 64.43	\$ 515.44	\$ 61.00	\$ 488.00	\$ 49.71	\$ 397.68
9	Short Sleeve Shirts - CX360	White	8	\$ 68.04	\$ 544.32	\$ 64.00	\$ 512.00	\$ 55.64	\$ 445.12
<b>Total Cost</b>					\$ 23,831.86		\$ 24,680.00		\$ 23,068.45
				Certified Check/ Bid Bond/Cash not less than 5% of total bid		2141234		Bid Bond	
						\$ 1,234.00		5%	

I, Maria Colotti, do hereby certify that the above is a true and complete listing of all bids received on this date for VM No. 1308

*Maria Colotti*  
 Signature

3/28/2024  
 Date

TOWN BOARD MEETING

Rutherford Hall & Video Conference  
Town of Scarsdale  
March 12, 2024

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, March 12, 2024, at 10:00 p.m.

Present were Ms. Gruenberg, and Messrs. Arest, Gans, Mazer and Whitestone. Mr. Ahuja and Ms. Brew were present via videoconference (Zoom). Also present were Acting Village Manager Marshall, Town Clerk Emanuel, and Town Counsel Ward-Willis.

Mr. Arest presided.

\* \* \* \* \*

Report of the Custodian of Taxes

- As of February 29, 2024, 98% of the School tax levy for 2023 has been collected. As of the date of this report, March 7, 2024, 98.25% was collected.
- Notices of Unpaid Taxes were mailed certified, return receipt requested to all parcels with unpaid balances on March 7, 2024.
- A representative from our Tax Software company was in the office on March 7, 2024, to discuss enhancements to our current system and to address staff questions.
- The Treasurer's office is working on preparing the County Tax Bills, which will be mailed on April 1st, with payment due by April 30th.
- We encourage taxpayers to contact the Treasurer with questions at 914-772-1170.

\* \* \* \* \*

Minutes

Upon a motion entered by Ms. Gruenberg, seconded by Mr. Mazer, the minutes of the Town Board Meeting of February 13, 2024, were approved unanimously.

\* \* \* \* \*

There being no further business to come before the Board, the meeting was adjourned at 10:03 PM on a motion entered by Mr. Gans, seconded by Ms. Gruenberg.

Respectfully submitted,

---

Taylor C. Emanuel

Town Board Meeting Minutes 03/12/2024

Town Clerk

**APPOINTMENTS TO THE TOWN BOARD OF ASSESSMENT REVIEW**

**WHEREAS**, pursuant to NYS Real Property Tax Law Section 523, the Town Board of Assessment Review consists of three to five members appointed by the Town Board for five-year terms, and there are currently four (4) vacancies; and

**WHEREAS**, the Town Board, at their meeting on April 1, 2024, reviewed and discussed the applications of Ralph Geer and Jessica Weiss to fill two of said four vacancies and herein recommends that Ralph Geer and Jessica Weiss be appointed as members of the Town Board of Assessment Review for the unexpired portion of terms ending on September 30, 2027; now, therefore, be it

**RESOLVED**, that Ralph Geer, 38 Greenacres Avenue, and Jessica Weiss, 48 Chesterfield Road, are hereby appointed as members of the Town Board of Assessment Review for terms ending on September 30, 2027, or until such time a successors is appointed.

\*\*\*\*\*

**WHEREAS**, pursuant to NYS Real Property Tax Law Section 523, the Town Board of Assessment Review consists of three to five members appointed by the Town Board for five-year terms, and there are currently four (4) vacancies; and

**WHEREAS**, the Town Board, at their meeting on April 1, 2024, reviewed and discussed the application of Brian Culang to fill one of said four vacancies and herein recommends that Brian Culang be appointed as a member of the Town Board of Assessment Review for the unexpired portion of a term ending on September 30, 2024; now, therefore, be it

**RESOLVED**, that Brian Culang, 7 Berwick Road, is hereby appointed as a member of the Town Board of Assessment Review for a term ending on September 30, 2024, or until such time a successor is appointed.

\*\*\*\*\*

**WHEREAS**, pursuant to NYS Real Property Tax Law Section 523, the Town Board of Assessment Review consists of three to five members appointed by the Town Board for five-year terms, and there are currently four (4) vacancies; and

**WHEREAS**, the Town Board, at their meeting on April 1, 2024, reviewed and discussed the application of Jon Leslie to fill one of said four vacancies and herein recommends that Jon Leslie be appointed as a member of the Town Board of Assessment Review for the unexpired portion of a term ending on September 30, 2028; now, therefore, be it

**RESOLVED**, that Jon Leslie, 43 Greenacres Avenue, is hereby appointed as a member of the Town Board of Assessment Review for a term ending on September 30, 2028, or until such time a successor is appointed.

\*\*\*\*\*

**APPOINTMENT OF THE DEPUTY TOWN CLERK**

**RESOLVED**, that pursuant to Town Law, Article 3, §30(10b), the Town Board hereby appoints Melissa Vasami to serve as Deputy Town Clerk for a term ending December 31, 2024.

\*\*\*\*\*

**DESIGNATION OF OFFICIAL TOWN PAPER**

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



**To:** Alexandra Marshall, Acting Village Manager  
**From:** Ann Scaglione, Village Treasurer  
**Date:** Thursday, April 4, 2024  
**RE:** Report of the Custodian of Taxes – Town of Scarsdale

**MEMORANDUM**  
*Treasurer's Office*

---

Attached please find the following financial reports for the Town of Scarsdale as of March 31, 2024

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

As of March 31, 2024, 99.63% of 2023 County Tax Levy has been collected.

The 2024 County Tax bills were issued on April 1<sup>st</sup>, the total Levy to be collected by the Town is \$39,480,420, which comprises of 5,960 bills. County tax is due in full by April 30<sup>th</sup>.

As of March 31, 2024, 99.16% of 2023 School Tax Levy has been collected. The Town of Scarsdale will be remitting the balance of the levy to the Scarsdale School District on April 15, in the amount to \$6,038,731.

The Treasurer's office continues efforts to communicate with taxpayers with outstanding 2023 School Tax balances. At this point we have 52 parcels with outstanding 2023 School Tax balances; of which 40 have open balances on other tax warrants.

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

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

**TOWN OF SCARSDALE**  
**REPORT OF THE CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF MARCH 31, 2024 (UNAUDITED)**

**BALANCE SHEET**

<b>Assets</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Cash	18,586,082	2,514,491	814,315									
Money Market/Investments	-											
Taxes Receivable Current*	13,977,769	3,285,611	1,435,249									
Taxes Receivable Overdue	657,407	542,318	439,749									
Other receivables/assets	382											
Temporary Investments	42,151,112	15,035,313	7,345,717									
<b>Total Assets</b>	<b>75,372,752</b>	<b>21,377,733</b>	<b>10,035,030</b>	-	-	-	-	-	-	-	-	-
<b>Liabilities and Fund Equity</b>												
<b>Liabilities</b>												
Due To Cty of Westchester												
Due To School Dist No 1	(72,038,731)	(17,038,731)	(6,038,731)									
Allowance For Receivables	(266,978)	(266,978)	(266,978)									
Overpayments of Taxes	(16,727)	(855)	(852)									
Due to Other Funds												
Deferred Rev Pr Yrs Delinq	(340,284)	(225,195)	(122,626)									
<b>Total Liabilities</b>	<b>(72,662,721)</b>	<b>(17,531,758)</b>	<b>(6,429,187)</b>	-	-	-	-	-	-	-	-	-
<b>Fund Equity</b>												
Fund Balance	(2,710,031)	(3,845,975)	(3,605,843)									
<b>Total Liabilities &amp; Equity</b>	<b>(75,372,752)</b>	<b>(21,377,733)</b>	<b>(10,035,030)</b>	-	-	-	-	-	-	-	-	-
<b>* Taxes Receivable Current Year</b>												
County	211,219	166,664	134,209									
School	13,766,549	3,118,948	1,301,040									
<b>Total Current Year Receivable</b>	<b>13,977,769</b>	<b>3,285,611</b>	<b>1,435,249</b>	-	-	-	-	-	-	-	-	-

**TOWN OF SCARSDALE**  
**REPORT OF CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF MARCH 31, 2024 (UNAUDITED)**

**CASH RECEIPTS & DISBURSEMENTS**

<b>Cash Receipts</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Year to Date</b>
Taxes & Penalties (Pilot Payment)	45,760,023	11,769,751	2,150,934										59,680,709
Town Clerk Fees	180	250	190										620
Mortgage Payment/State Aid													-
Interest Earnings	102,542	74,945	35,224										212,711
Overpayments			7,075										7,075
Net Temporary Investments	(26,844,698)	27,115,799	7,689,596										7,960,696
<b>Total Cash Receipts</b>	<b>19,018,046</b>	<b>38,960,745</b>	<b>9,883,020</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>67,861,812</b>

**Cash Disbursements**

Westchester County:													
Current Tax Collections													-
Scarsdale School District:													-
Current Tax Collections		55,000,000	11,000,000										66,000,000
NY State Health Dept:													-
Marriage License Fees	544	68	48										659
Village of Scarsdale:													-
Tax Penalties	125,904	32,041	22,336										180,281
Town Clerk Fees	113	228	145										485
State Aid - Mortgage Tax			560,668										560,668
Refund Overpayment													-
<b>Total Cash Disbursements</b>	<b>126,560</b>	<b>55,032,336</b>	<b>11,583,197</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>66,742,093</b>

**Cash Reconciliation**

Beginning Balance	(305,404)	18,586,082	2,514,491	814,315	814,315	814,315	814,315	814,315	814,315	814,315	814,315	814,315	814,315
Cash Receipts	19,018,046	38,960,745	9,883,020	-	-	-	-	-	-	-	-	-	-
Disbursements	(126,560)	(55,032,336)	(11,583,197)	-	-	-	-	-	-	-	-	-	-
<b>Balance End of Month</b>	<b>18,586,082</b>	<b>2,514,491</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>	<b>814,315</b>

**Town of Scarsdale  
Real Property Tax Collection at March 31, 2024**

<b>County Tax</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Total Levied	36,740,082	34,265,401	35,745,463	37,215,202	38,478,980
Amount Collected	36,605,873	34,224,741	35,621,007	36,917,774	38,373,217
Uncollected	134,209	40,660	124,456	297,428	105,763
<b>Percent Collected</b>	<b>99.63%</b>	<b>99.88%</b>	<b>99.65%</b>	<b>99.20%</b>	<b>99.73%</b>
Uncollected	0.37%	0.12%	0.35%	0.80%	0.27%
<b>Five year collection average</b>					<b>99.62%</b>

*County Tax billed April 1st*

**Town of Scarsdale**  
**Real Property Tax Collection at March 31, 2024**

<b>School Tax</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 *</b>	<b>2019</b>
Total Levied	155,043,831	151,010,547	151,335,636	142,885,159	140,335,035
Amount Collected	153,742,791	149,844,968	149,806,461	141,125,070	139,237,192
Uncollected	1,301,040	1,165,579	1,529,175	1,760,089	1,097,843
<b>Percent Collected</b>	<b>99.16%</b>	<b>99.23%</b>	<b>98.99%</b>	<b>98.77%</b>	<b>99.22%</b>
Uncollected	0.84%	0.77%	1.01%	1.23%	0.78%
<b>Five year collection average</b>					<b>99.07%</b>

*School Tax billed September 1st*

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

**Village of Scarsdale  
Real Property Tax Collection at March 31, 2024**

<b>Village Tax</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 *</b>	<b>2019</b>
Total Levied	46,867,041	44,907,299	43,060,000	41,829,112	41,421,739
Amount Collected	46,589,365	44,674,870	42,684,231	40,902,836	41,287,938
Uncollected	277,676	232,429	375,769	926,275	133,801
<b>Percent Collected</b>	<b>99.41%</b>	<b>99.48%</b>	<b>99.13%</b>	<b>97.79%</b>	<b>99.68%</b>
Uncollected	0.59%	0.52%	0.87%	2.21%	0.32%
<b>Five year collection average</b>					<b>99.10%</b>

*Village Tax billed July 1st*

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



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

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

**Date:** Thursday, April 04, 2024

**RE:** Public Comments Received between March 20, 2024 and April 03, 2024

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

Attached, please find the public comments received between March 20, 2024 and April 03, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

## Christine Sciandra

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**From:** meppenstein <meppenstein@eppenstein.com>  
**Sent:** Sunday, March 24, 2024 10:05 AM  
**To:** Mayor Justin Arest; Public Comments  
**Subject:** Development in Scarsdale

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**CAUTION:** External sender.

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Dear Mayor Arest,

Regarding proposed “development” on Garden Road referenced in <https://scarsdale10583.com/real-estate-/10776-3-21>: the misguided idea that adding topsoil and hardscape retaining walls, clear cutting a forest of 400+ mature canopy trees, and diverting water elsewhere will solve the complicated issues related to building in inundated, saturated areas—whether or not they are designated wetlands—may also be violative of numerous Code provisions.

Some in Village government may not wish to appear opposed to such projects broadly. But the ongoing destruction of Village ecosystems, its tree canopy, and the little open space that’s left is already exacerbating flooding and overwhelming stormwater infrastructure. In this era of climate change, prioritizing construction of a few luxury homes while abandoning the rest will continue to have a negative impact on what should be by now established Village goals of environmental protection, conservation and sustainability.

A proposal decades ago to construct a major public facility somewhere in the Village, which would have included grading and fill in at least one wetland area possibly similar to the Garden Road proposal, was, appropriately, rejected. The context was the wetland buffer between SHS and the Library campus—Harwood Park—one of over half a dozen sites being considered for the project at that time. Instead, the NYSDEC-grant restoration project begun ten years ago by Friends of Scarsdale Parks in collaboration with the Village included planting (by community volunteers) over 1,000 native trees and shrubs that literally stopped flooding in that multi-acreage area, while the adjacent impervious concrete and gravel student parking lot regularly continues to flood downstream along the Fox Meadow Brook.

With respect to the proposal that hundreds of mature canopy trees could be sacrificed on Garden Road, cited in the Scarsdale Forum’s recent environmental protection report (<https://www.scarsdaleforum.com/Reports/download/1277>) are EPA data and other sources regarding the superior water uptake capability of canopy trees. An article that wasn’t cited in that report addresses the relatively poor absorption of grass compared

with trees, at <https://ecosystems.psu.edu/research/centers/private-forests/news/for-water-quality-creating-woods-instead-of-lawns>—another false claim asserted publicly by some Scarsdale developers. See also <https://extension.psu.edu/the-role-of-trees-and-forests-in-healthy-watersheds>.

Also questionable is the Garden Road landscaper-proponent's statement to the Planning Board, as quoted in the media, that in ten years newly planted trees would reach maturity. Obviously that doesn't include canopy trees that generally take many decades to reach maturity. So many of the trees that would be lost on Garden Road are large diameter heritage trees that took long periods of time to mature, reach their majestic size, and contribute their now substantial ecosystem benefits.

Coincidentally, yesterday there were many flooded roads in Scarsdale, and no doubt flooded basements following heavy showers. Hopefully the Planning Board and the Village will carefully consider avoiding the potential for additional negative environmental consequences for downstream residents and roads from proposed development on Garden Road.

Sincerely,  
Madelaine Eppenstein,  
Scarsdale Resident

## Christine Sciandra

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**From:** Anne Hintermeister <ahintermeister@gmail.com>  
**Sent:** Wednesday, April 3, 2024 9:01 AM  
**To:** Public Comments; Mayor Justin Arest; Ann Scaglione; Alexandra Marshall  
**Subject:** Public Comment for 4/9/24 Agenda- Hearing on Tentative Budget

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**CAUTION:** External sender.

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### **Public Comment on the Tentative Budget. Please include in the agenda for the April 9, 2024 Board of Trustees Meeting**

April 3, 2024

Mayor, Trustees, Acting Village Manager and Village Treasurer:

Thank you all for getting us close to the finish line on the Village budget for 2024-2025. The Tentative Budget filed on March 20, 2024 reflects the substantial work by the Board and staff to assess and balance the needs and wants of the Village government and its residents for the coming budget year.

Unfortunately, the budget process seems to have gone astray in the fourth draft or “pass” of the budget. The “third pass” draft budget increased the property tax levy by 3.56%, the maximum allowed by the NY tax cap legislation. It appropriated fund balance or surplus funds in the amount of \$630,000 for two Village Hall capital projects classified as “non-recurring.” The “third pass” draft set unassigned fund balance at 19.82% of expenses, near the top of, but within, the 15-20% range specified by the Village’s written fund balance policy.

The Village Treasurer’s March 13, 2024 memo (a week before the Tentative Budget was due to be filed) explains that the cost of two Village Hall capital projects would be added to the property tax levy (plus another \$5,000 of in kind expense for SBA events). This change meant a tax levy increase of 4.93%, more than the levy increase allowed by the tax cap. The surplus funds previously designated for these two projects increase unassigned fund balance in the Tentative Budget to 20.72% of expenses, which exceeds the 20% maximum in the Board’s written fund balance policy.

The “third pass” funding of the Village Hall capital projects was reasonable and consistent with sound fiscal management. Exceeding the tax cap by a last-minute decision to instead collect another \$630,000 from residents and keep \$630,000 more of the many millions of dollars in surplus funds, in violation of a Village financial policy, is not.

The tax cap, while not legally binding on the Village, is an important guardrail or speed bump that has been a feature of NY law since 2012. That is likely why most local governments in Westchester County have filed Tentative Budgets with tax-cap compliant levies. There is no reason for Scarsdale to be an outlier; certainly not with millions of dollars in surplus funds at its disposal. The Board can comply with the tax cap and the Village fund balance policy simply by “undoing” the fourth pass misstep and reinstating the third pass tax levy and unassigned fund balance. I urge you to modify the Tentative Budget accordingly before voting on April 30 to adopt a 2024-2025 budget.

Anne Hintermeister  
40 Chase Road

## Christine Sciandra

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**From:** Anne Hintermeister <ahintermeister@gmail.com>  
**Sent:** Wednesday, March 20, 2024 5:25 PM  
**To:** Public Comments  
**Subject:** Term Limits

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**CAUTION:** External sender.

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March 20, 2024

Dear Mayor Arest and Trustees,

I oppose 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 currently serve up to two 3-year terms, for a total of six years, and urge you to reject it.

Term limits are important in fostering a democratic process and public engagement by as many residents as possible. These positions need to turn over to give these Boards the benefit of the knowledge and ideas of other residents as they become available to serve.

Term limits that apply to the Mayor and Trustees are an important element of our Village government that has served us well and has engendered public trust in the system.

Like the Village Board, the BAR and CHP members are supported by staff with considerable institutional knowledge and experience. If they need more support and resources, that should be made available. Comprehensive mandatory training should be provided.

Residents have become so dissatisfied with development activities permitted by land use boards that the Village Board recently imposed a moratorium on further development and has undertaken a comprehensive study of the Village's land use rules and procedures. This is not the time to change the rules to allow existing BAR and CHP members to stay on for a longer and indefinite period and not bring in new faces and new ideas.

I urge you to keep the current term limits for the BAR and CHP members.

Anne Hintermeister  
40 Chase Road

## Christine Sciandra

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**From:** James R <jrose022@gmail.com>  
**Sent:** Friday, March 22, 2024 8:53 AM  
**To:** Public Comments  
**Subject:** Innes Road Safety

CAUTION: External sender.

Good morning,

I wanted to share a concern that's been on my mind as I drop my kids off at Heathcote School each morning, a routine I've followed for several years now.

There is a spot along Innes, particularly around a blind curve after a straight run from the school, where parked vehicles frequently create a risky situation. This area, not ideally suited for standing vehicles, becomes especially precarious during the school rush. The mix of parked cars and active traffic, I fear, sets the stage for potential accidents, including those involving pedestrians.

To address this, I propose making the entire road opposite Heathcote School on Innes a no-standing zone during key times—morning drop-offs and afternoon pick-ups. While we do have some no-standing areas close to the school, extending this restriction around the curve could significantly enhance safety.

If there are already restrictions that apply to this area, they might not be visibly marked (at least from what I have seen) or actively enforced.

Once measures are implemented, consistent enforcement, along with clear signage, would go a long way in maintaining the effectiveness of these measures.

Thank you for taking the time to consider this matter.

Warm regards,

James Rosenman  
48 Carthage Road, Scarsdale

**Christine Sciandra**

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**From:** Scarsdale Residents <scarsdaletaxpenaltyincident@gmail.com>  
**Sent:** Sunday, March 24, 2024 11:09 PM  
**To:** Mayor Justin Arest  
**Cc:** Clerk's Department; Ann Scaglione; PaulinA@nyassembly.gov; Public Comments  
**Subject:** Follow-Up of 2023 School Tax Penalty Incident -Letter Attached  
**Attachments:** Follow-up Letter to Mayor 3-24-24.pdf

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**CAUTION:** External sender.

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Dear Mayor Arest and Village Board Members,

We're reaching out to share our follow-up letter regarding the 2023 School Tax incident as an attachment. We urge you to continue advocating for all affected residents in our community and to keep us updated on the progress regularly.

We appreciate your continuous attention and efforts on this matter. Looking forward to hearing from you soon.

Sincerely,

Residents Impacted by 2023 School Tax Penalty Incident

3-24-2024

# **Residents Impacted by 2023 School**

## **Tax Penalty Incident**

[scarsdaletaxpenaltyincident@gmail.com](mailto:scarsdaletaxpenaltyincident@gmail.com)

March 5, 2024

Mayor Arest and Village Board of Scarsdale

1001 Post Road Scarsdale, NY 10583

Dear Mayor Arest and Village Board of Scarsdale,

Thank you for elevating the 2023 School Tax issue to Assembly Member Amy Paulin on behalf of approximately five hundred affected Scarsdale property owners. Your attention to this matter and related advocacy are greatly appreciated.

We hope that Assembly Member Amy Paulin and New York State Senator Shelley Mayer will focus on this issue in a timely manner. As stated at the March 12, 2024 Scarsdale Board of Trustees meeting, the town of Mount Pleasant was able to enact legislation that allowed remedy of penalties paid due to failure to notify residents of property taxes due. We anticipate that elected officials representing Scarsdale will succeed as well.

We urge you to continue to advocate for full remedy of 2023 School Tax penalty through communication with Amy Paulin and her office.

Thank you again for your time and effort devoted to this matter, and your continued outreach to Amy Paulin and her office.

Sincerely,

Residents Impacted by 2023 School Tax Penalty Incident

[Partial signatures of affected residents]



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Emily Blum  
201 Jackson Rd



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Raymond Zhang  
10 Jackson Rd

Yali Miss and Hongfang Fan  
22 Clapper Rd

Katherine H. Fischman  
9 Dickel Rd

Susan Moran  
5150 Hwy 101  
Crescent Hill, CA

V. Roberts  
3400 Westchester  
Crescent Hill

Fred Ehrenschmeller  
7 Clapper Rd

Anna Zink  
7 Ehrenschmeller Ln

Heidi and Jennifer  
17 Clapper Road

Joseph  
301 Foxington Rd

Jeffery  
11621 Park Rd

Sandra and David  
11621 Park Rd

Debra and Jim  
21 Larkspur Rd

Marilyn and James  
141 Dickel Rd

David S. Deary  
17 Medical Ln.

Raymond Rasmussen  
205 Medical Ln.

David S. Deary  
17 Medical Ln.

Mark and Paula Meakin  
101 Medical Ln.

David S. Deary  
17 Medical Ln.

Holly Goodby  
201 Medical Ln.

David S. Deary  
17 Medical Ln.

Jill Fischer  
20 Cooper Rd.

Raymond and Sandra Tuckstein  
11 Medical Ln.

Wendy and Howard Esz  
101 Medical Ln.

David S. Deary  
17 Medical Ln.

Denis & Nicole Steen  
101 Medical Ln.

*Mahe*

Mahe & Family Leasing  
21000 101 St

*Kro*

Krohn Transport  
64 Church St

*Al Ken*

Al Ken Construction  
21000 101 St

*Lenk*

Lenk Property  
21000 101 St

*Blum*

Blum Construction  
21000 101 St

*Stumpf*

Stumpf Construction  
21000 101 St

*Gallagher*

Gallagher  
43 Edgewood Rd

*Great Paper*

Great Paper and Great Paper  
21000 101 St

*Xin Lin*

Xin Lin  
12000 101 St

*Stumpf*

Stumpf Construction  
21000 101 St

Donna

Donna  
28 [unclear]

Kyler

Kyler  
18 [unclear]

[unclear]

[unclear]  
28 [unclear]

John Mark

John Mark  
10 [unclear]

[unclear]

[unclear]  
28 [unclear]

Tony

Tony  
28 [unclear]

Samuel

Samuel  
18 [unclear]

[unclear]


[unclear]  
28 [unclear]

[unclear]


[unclear]  
28 [unclear]

[unclear]

[unclear]  
28 [unclear]



Shi Dong  
19 Hengsheng Rd




Josefine H. Alan Lopez  
19 Hengsheng Rd




Jinhua Chen  
19 Hengsheng Rd



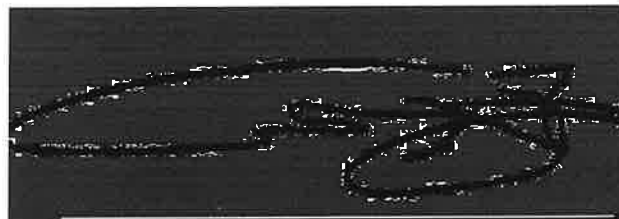
Michaela Katerina Koudelkova  
19 Hengsheng Rd



Qingqing Zhang  
19 Hengsheng Rd




Matt Robinson  
19 Hengsheng Rd



Richard Luo  
19 Hengsheng Rd



Marie Clark  
19 Hengsheng Rd



Alan Johnson  
19 Hengsheng Rd

CC: [PaulinA@nyassembly.gov](mailto:PaulinA@nyassembly.gov) - NYS Assembly Member Amy Paulin

[Attorney@scarsdale.com](mailto:Attorney@scarsdale.com)

[Clerk@scarsdale.com](mailto:Clerk@scarsdale.com)

[Ascaglione@scarsdale.com](mailto:Ascaglione@scarsdale.com)