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MAYOR

**SAMEER AHUJA**

**KAREN L. BREW**

**JEREMY A. GANS**

**DARA B. GRUENBERG**

**KENNETH L. MAZER**

**JEREMY WISE**

TRUSTEES



**ALEXANDRA H. MARSHALL**  
ACTING VILLAGE MANAGER

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## Village Board of Trustees Agenda

May 28, 2024

Village Board of Trustees Meeting - 8:00 PM

### Meeting Information

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

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

### Roll Call

### Pledge of Allegiance

### Mayor's Comments

### Manager's Comments

### Public Comment

### Public Hearings

- Public Hearing on Proposed Local Law Amending Village Land Use Regulations - Trustee Gans

### Trustee Liaison Reports

### Bills

### Minutes

- Minutes for the May 14, 2024 Village Board Regular Meeting

#### Agenda Items

- Authorizing Purchase of Glock45 MOS7 Handguns - Trustee Brew
- Awarding a Contract for the Replacement of the Playground Apparatus and Safety Surface at the Greenacres Playground - Trustee Gans
- Acceptance of Tables and Double Recycling/Trash Cans Gifted from the Scarsdale Business Alliance - Deputy Mayor Gruenberg
- Authorizing the Purchase of HP Desktops and Monitors - Trustee Mazer
- Approval of an Intermunicipal Agreement with the City of New Rochelle for Assistance with the Implementation of the City of New Rochelle's Stream and Culvert Maintenance 2024 Project - Trustee Wise

#### Written Communications

- Public Comments Received between May 08, 2024 and May 22, 2028

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

#### Future Meeting Schedule

- Tuesday, June 11, 2024
  - 7:30 PM - Village Board Agenda Committee
  - 8:00 PM- Village Board of Trustees

#### Motion to Adjourn



**Date:** Tuesday, May 28, 2024

**Re:** Public Hearing on Proposed Local Law Amending Village  
Land Use Regulations - Trustee Gans

**COVER PAGE**

***Village Manager's Office***

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**ATTACHMENT(S):**

- [Public Hearing Notice - Zoning Code Amendment](#)
- [05-28-24 BFJ Presentation.pdf](#)
- [05-23-24 Planning Board Report](#)
- [05-09-24 Village Planner Memo](#)
- [05-09-24 BFJ Summary Memo](#)
- [05-09-24 BFJ Memo](#)
- [Draft Local Law - Land Use Regulations and Zoning](#)
- [05-14-24 BFJ Presentation](#)
- [Signed EAF Part 1](#)

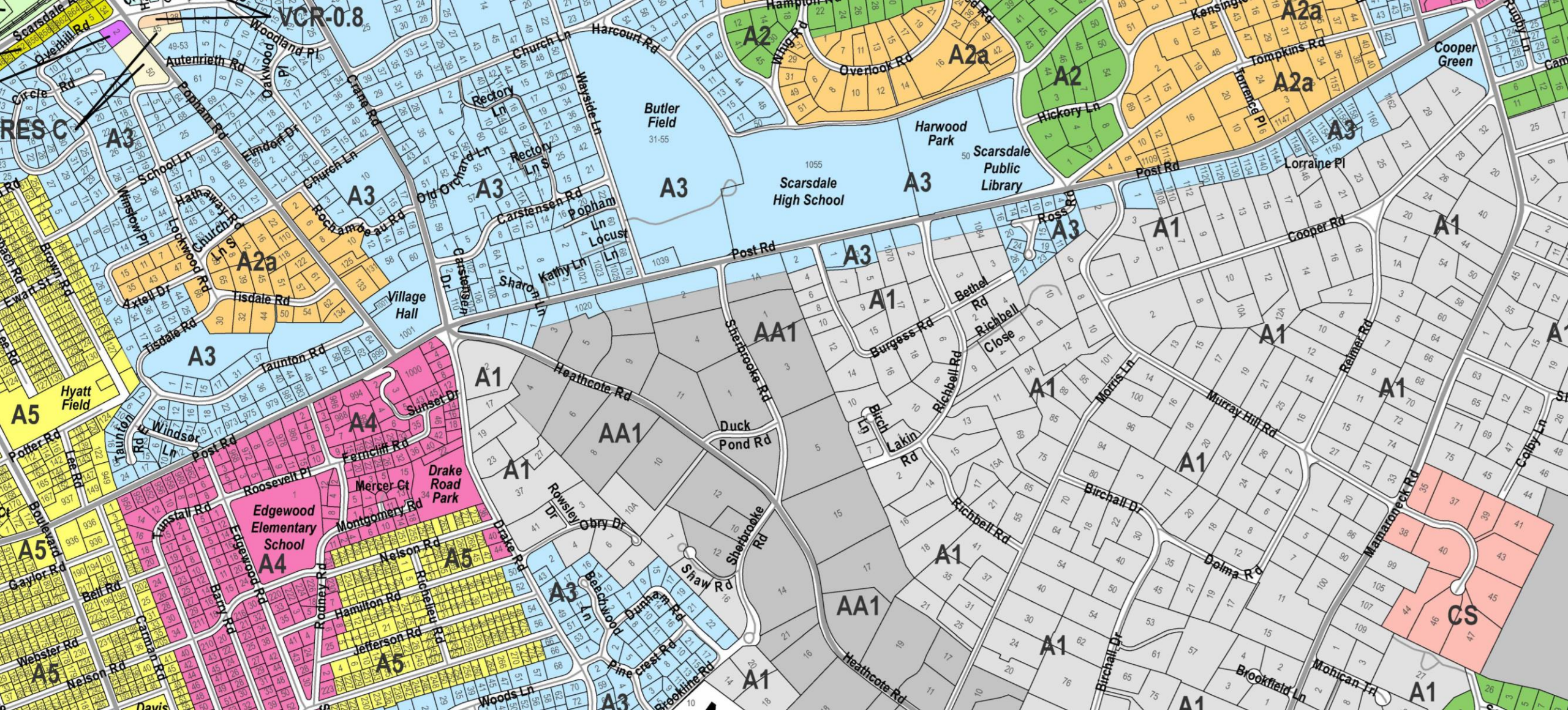
## **PUBLIC HEARING**

### 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, May 28, 2024, 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 consider a proposed local law amending Village Land Use Regulations.

Taylor C. Emanuel  
Village Clerk

05/14/2024



# Village of Scarsdale Draft Zoning Recommendations – May 28, 2024

# Agenda

- I. Introduction/Timeline**
- II. Site Plan Review**
- III. Open Space Requirement**
- IV. Setbacks**
- V. Floor Area Ratio (FAR)**
- VI. Impervious Surfaces**
- VII. Coverage**
- VIII. Height in the AA-1 District**
- IX. Illustrative Lot (Comparison)**
- X. Summary of Zoning Recommendations**
- XI. Next Steps**

# I. Introduction

- BFJ has met with Village Staff, Mayor Justin Arest, members of the Board of Trustees, and representatives of the Planning and Zoning Boards to develop specific zoning changes.
- Each recommendation alone is not drastic; however, when combined, they address the two main issues described in the moratorium: the appearance of bulk and stormwater impact.
- The memorandum identifies seven areas for potential changes:
  1. Site Plan Review
  2. Open Space Requirement
  3. Setbacks
  4. Floor Area Ratio (FAR)
  5. Impervious Surfaces
  6. Coverage
  7. Height in the AA-I District

# I. Introduction

- Zoning changes will only apply to new residential building permit applications or land use applications submitted after the date of adoption of the local law.
- The local law takes effect immediately for new applications, but also includes provisions for applications in process as of the adoption of the Local Law, which will have until **December 31, 2024**, to receive all required land use approvals. After that date, conformance with the amended law will be required for any applications that were pending when the amendments were adopted.

## II. Site Plan Review: Overview

### Site Plan Review Requirements:

#### 1. Site Disturbance Thresholds for Triggering Site Plan Review

- Site disturbance definition

*“Any change to land including, but not limited to, clearing, grading, excavating, transporting, and filling of land. This includes any change to land which may result in soil erosion from water or wind and the movement of soil into water or onto lands, alteration of a drainage system, or increased runoff of waters.”*

- Select exemptions

#### 2. Flood Hazard Areas

#### 3. Corner Lots

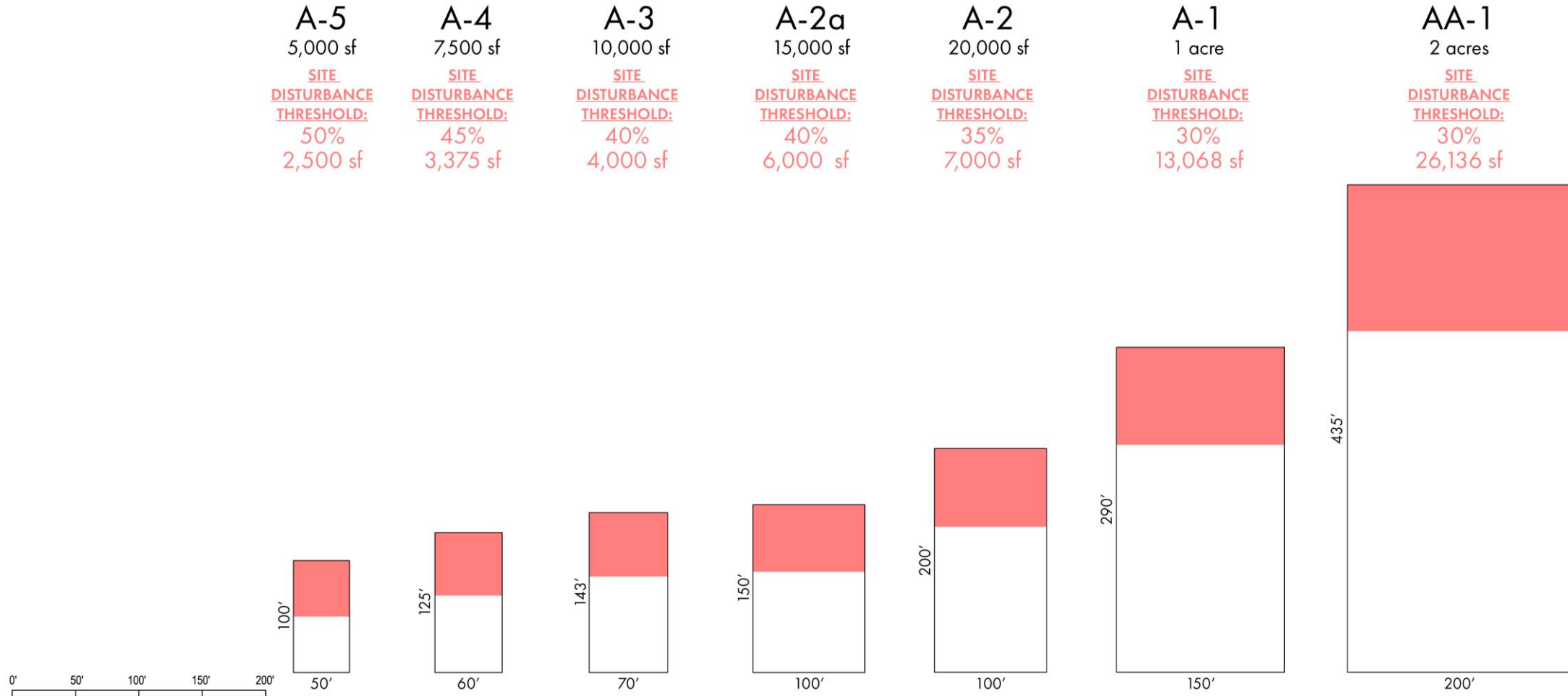
## II. Site Plan Review: Site Disturbance

**Table 1: Proposed Site Disturbance Thresholds for Triggering Site Plan Review**

Zoning District	Proposed Site Disturbance Thresholds
A-5: 5,000 sf min.	50%
A-4: 7,500 sf min.	45%
A-3: 10,000 sf min.	40%
A-2a: 15,000 sf min.	40%
A-2: 20,000 sf min.	35%
A-1: 1 acre	30%
AA-1: 2 acres	30%

## II. Site Plan Review: Site Disturbance

Figure 1: Proposed Site Disturbance Thresholds for Triggering Site Plan Review



## II. Site Plan Review Standards

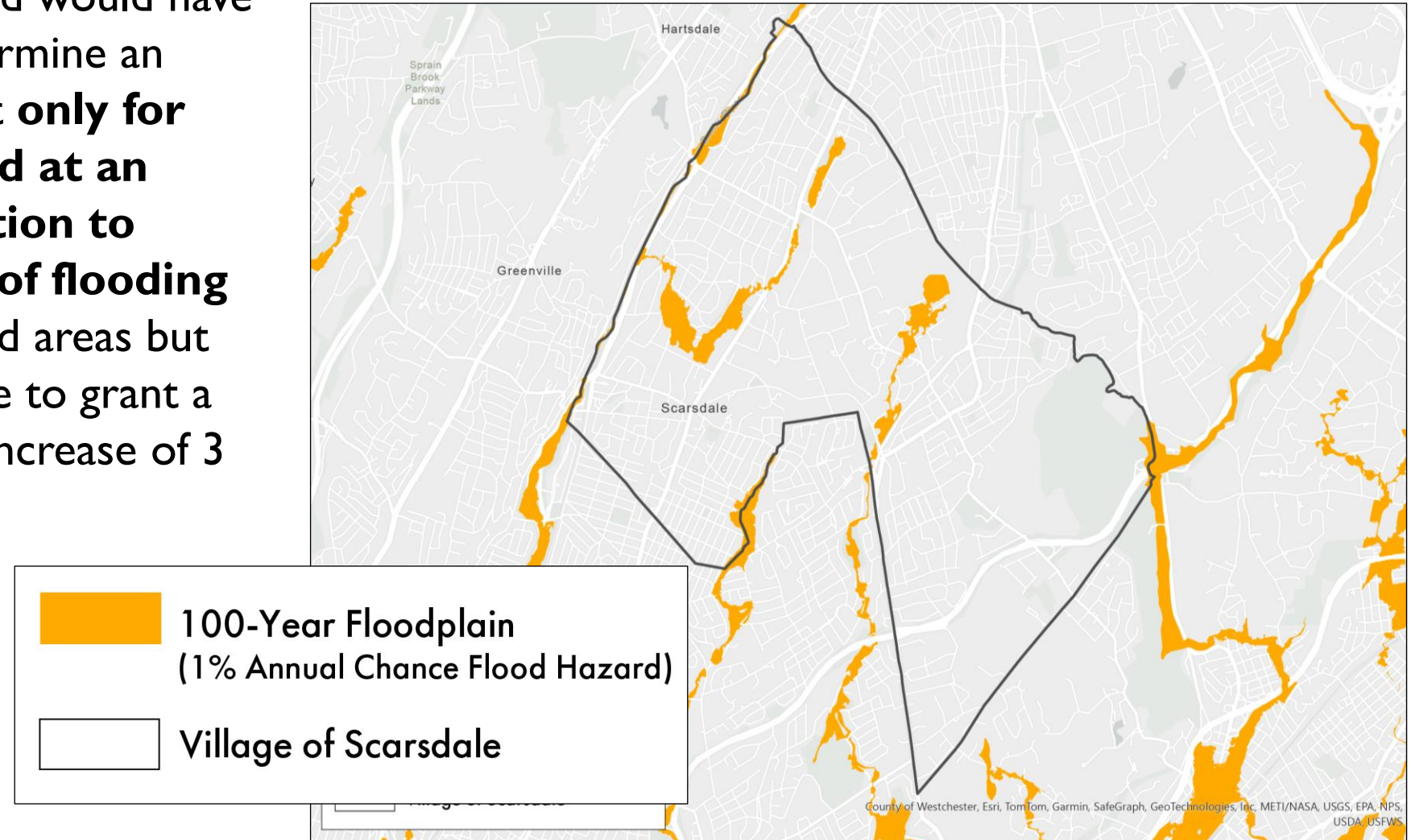
### Examples of Site Plan Review Standards for the Planning Board:

- A. Landscape and environment
- B. Relationship of structures and open space
- C. Circulation and parking
- D. Protection of neighbors
- E. Surface water drainage
- F. Application to accessory uses
- G. Construction Management Plan

## II. Site Plan Review: Flood Hazard Areas

- The Planning Board would have discretion to determine an appropriate height **only for homes that build at an increased elevation to reduce the risk of flooding** within flood hazard areas but would only be able to grant a maximum height increase of 3 feet.

Figure 2: FEMA 100-Year Floodplain



### III. Open Space Requirement

#### Proposed definition of Open Space:

*“The percentage of the surface area of a lot that is unoccupied by any structure, building, parking, paving, or other surface deemed to be impervious, and which is vegetated and open to the sky, either in its natural unimproved state or landscaped with lawn, trees, other plants, natural rock outcroppings, natural water features, or wetlands. Artificial turf, driveways, parking areas, patios, and walkways, regardless of surface composition, are deemed not to be open space.”*

# III. Open Space Requirement

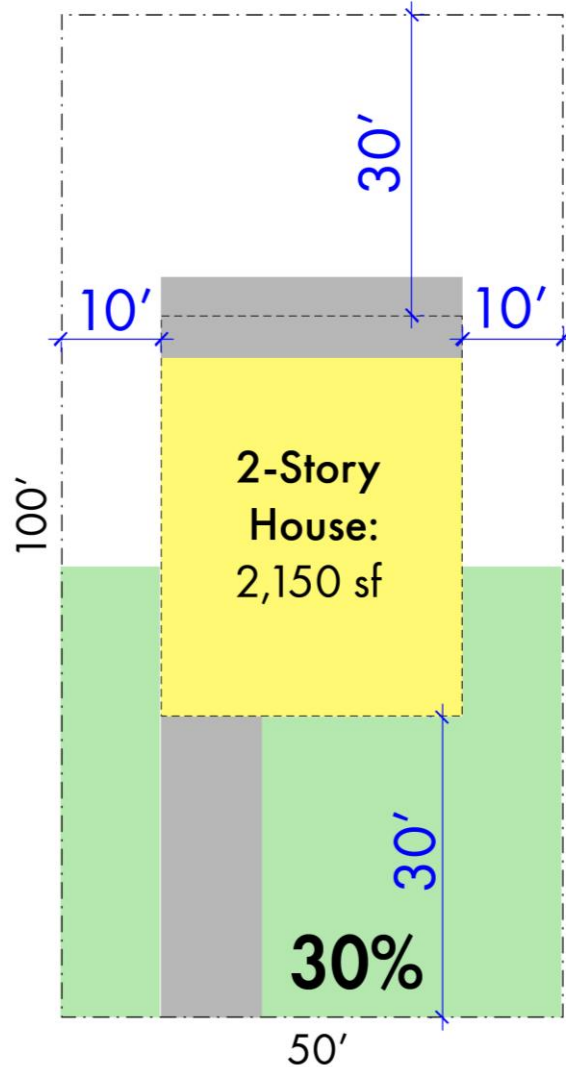
**Table 2: Proposed Open Space Requirement**

Zoning District	Proposed Open Space Requirement
A-5: 5,000 sf min.	<b>30%</b>
A-4: 7,500 sf min.	<b>35%</b>
A-3: 10,000 sf min.	<b>40%</b>
A-2a: 15,000 sf min.	<b>45%</b>
A-2: 20,000 sf min.	<b>50%</b>
A-1: 1 acre	<b>55%</b>
AA-1: 2 acres	<b>65%</b>

# III. Open Space Requirement

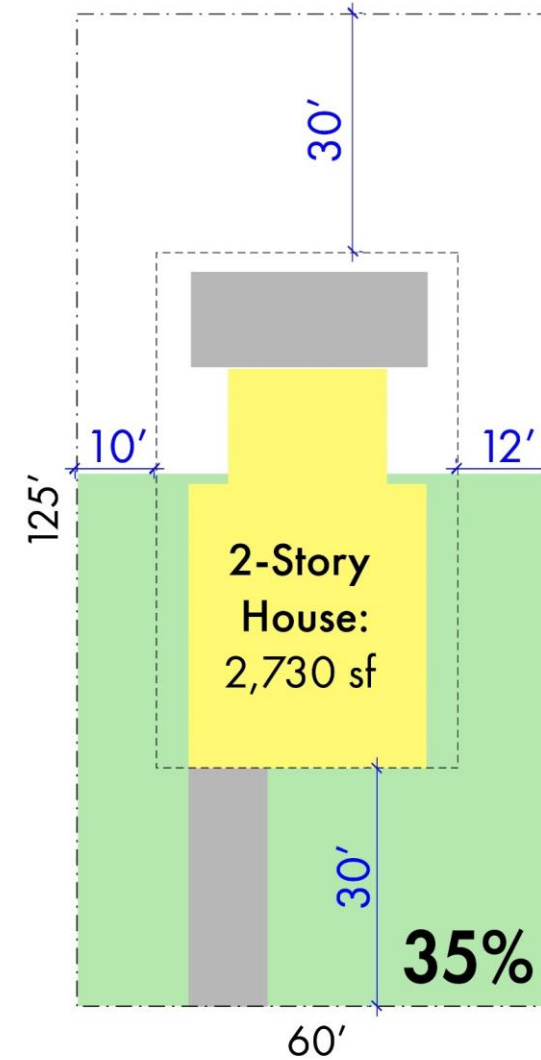
**A-5**  
5,000 sf

- Open Space: 1,500 sf
- 2-Story House: 2,150 sf
- Building Coverage: 21.5%
- Lot Coverage: 32.3%
- Patio: 240 sf (30' x 8')
- Driveway: 300 sf (10' x 30')
- Side Yard Setback: 10'/20'



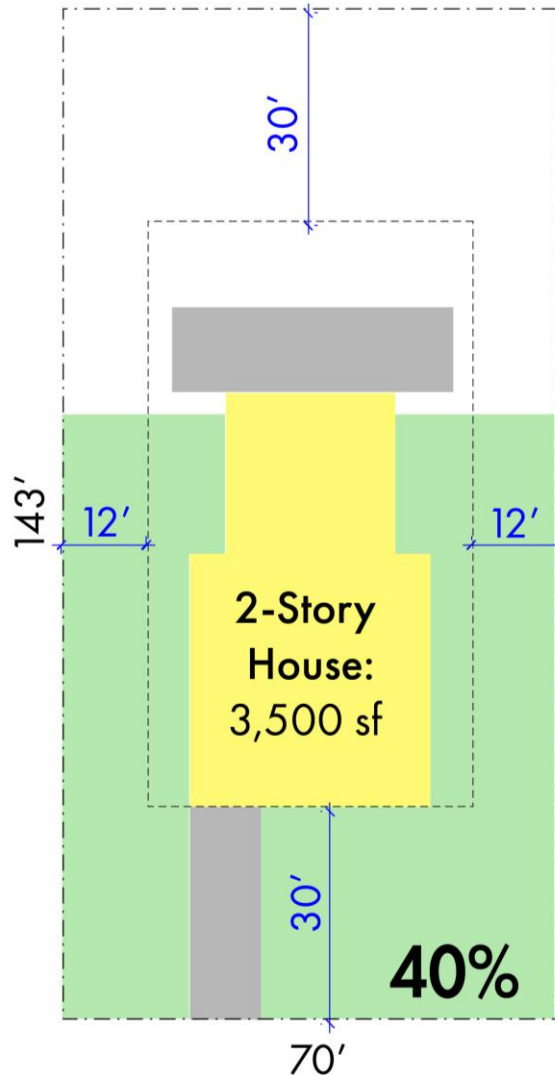
**A-4**  
7,500 sf

- Open Space: 2,625 sf
- 2-Story House: 2,730 sf
- Building Coverage: 18.2%
- Lot Coverage: 27%
- Patio: 360 sf (30' x 12')
- Driveway: 300 sf (10' x 30')
- Side Yard Setback: 10'/22'

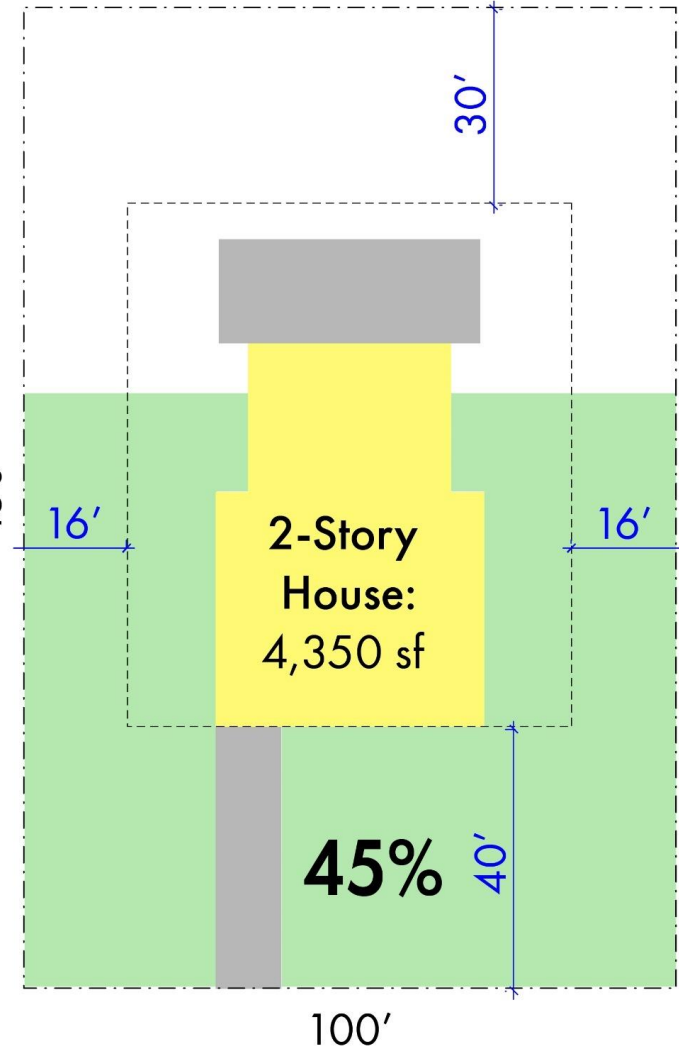


# III. Open Space Requirement

**A-3**  
 10,000 sf  
 Open Space: 4,000 sf  
 2-Story House: 3,500 sf  
 Building Coverage: 17.5%  
 Lot Coverage: 25.3%  
 Patio: 480 sf (40' x 12')  
 Driveway: 300 sf (10' x 30')  
 Side Yard Setback: 12'/24'



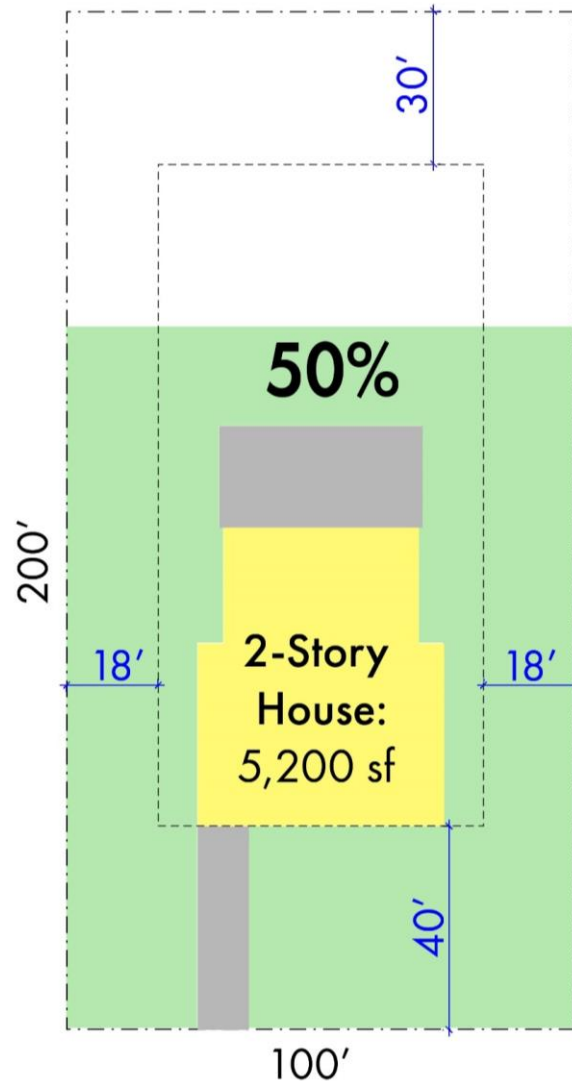
**A-2a**  
 15,000 sf  
 Open Space: 6,750 sf  
 2-Story House: 4,350 sf  
 Building Coverage: 14.5%  
 Lot Coverage: 21.4%  
 Patio: 640 sf (40' x 16')  
 Driveway: 400 sf (10' x 40')  
 Side Yard Setback: 16'/32'



# III. Open Space Requirement

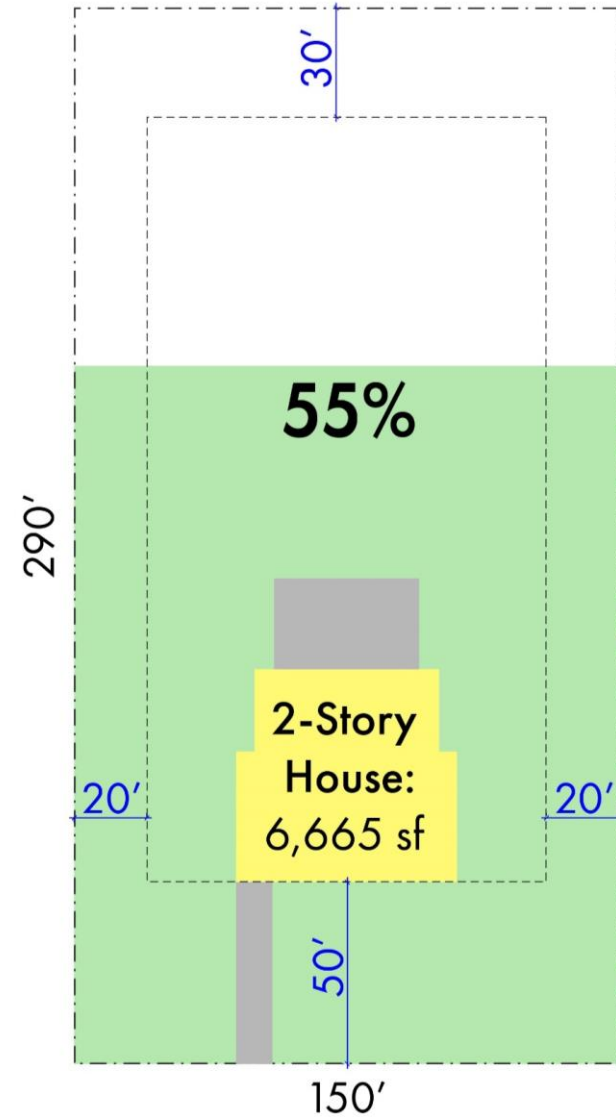
**A-2**  
20,000 sf

Open Space: 10,000  
 2-Story House: 5,200 sf  
 Building Coverage: 13%  
 Lot Coverage: 19%  
 Patio: 800 sf (40' x 20')  
 Driveway: 400 sf (10' x 40')  
 Side Yard Setback: 18'/36'



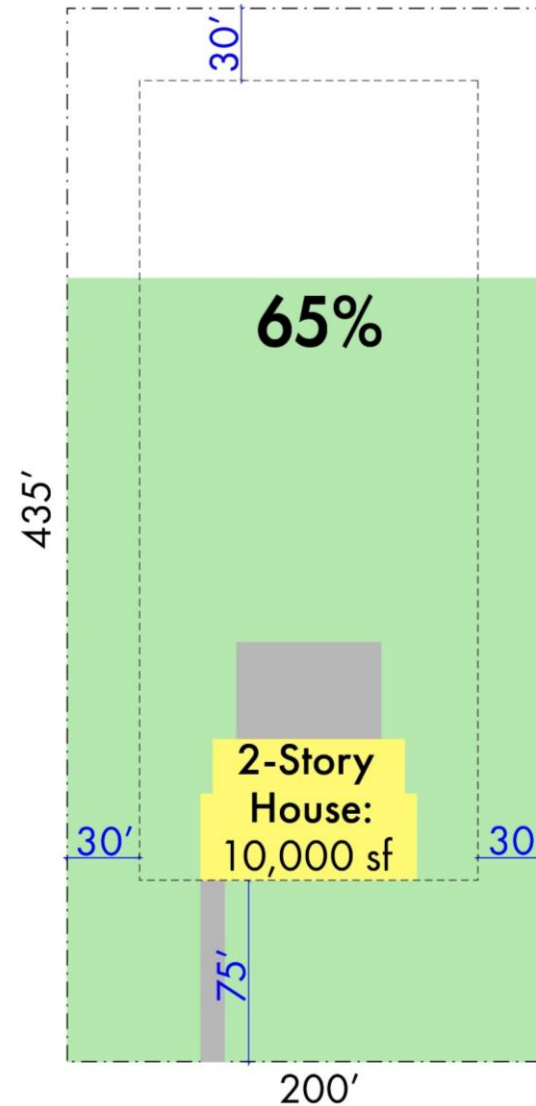
**A-1**  
1 acre

Open Space: 23,958 sf  
 2-Story House: 6,665 sf  
 Building Coverage: 7.7%  
 Lot Coverage: 11.1%  
 Patio: 1,000 sf (40' x 25')  
 Driveway: 500 sf (10' x 50')  
 Side Yard Setback: 20'/40'



# III. Open Space Requirement

**AA-1**  
2 acres  
Open Space: 56,628 sf  
2-Story House: 10,000 sf  
Building Coverage: 5.7%  
Lot Coverage: 18.7%  
Patio: 2,400 sf (40' x 60')  
Driveway: 750 sf (10' x 75')  
Side Yard Setback: 30' / 60'



## IV. Setbacks: Overview

### Setbacks and Accessory Buildings:

1. Increase Side Yard Setbacks in the A-4, A-3, A-2a, and A-2 Districts.
2. Increase Rear Yard Setbacks for Accessory Buildings in the A-5 and A-4 Districts.
3. Increase Side Yard Setbacks for Accessory Buildings in the A-5, A-4, A-3, A-2a, A-2, and A-1 Districts.
4. Treat private garages the same as other accessory buildings that require side and rear setbacks.
5. Clarify changes in Accessory Building Use.
  - Add a clarifying line: “A change in the use of an Accessory Structure may require a Building Permit, but shall not require approvals or permits from land use boards provided the new use is not inhabited or used for dwelling purposes and the footprint and height of the accessory structure is not increased.”

## IV. Proposed Side Yard Setbacks

**Table 3: Proposed Side Yard Setbacks**

Zoning District	Existing Side Yard Setbacks (min. / total)	Proposed Side Yard Setbacks (min. / total)
A-5: 5,000 sf min.	10 feet / 20 feet	(no change)
A-4: 7,500 sf min.	10 feet / 20 feet	10 feet / 22 feet
A-3: 10,000 sf min.	10 feet / 20 feet	12 feet / 24 feet
A-2a: 15,000 sf min.	15 feet / 30 feet	16 feet / 32 feet
A-2: 20,000 sf min.	15 feet / 30 feet	18 feet / 36 feet
A-1: 1 acre	20 feet / 40 feet	(no change)
AA-1: 2 acres	30 feet / 60 feet	(no change)

## IV. Accessory Building Setbacks

Table 4: Proposed Rear and Side Yard Setbacks for Accessory Buildings

Zoning District	Existing Rear Yard Setbacks for Accessory Buildings	Existing Side Yard Setbacks for Accessory Buildings	Proposed Rear Yard Setbacks for Accessory Buildings	Proposed Side Yard Setbacks for Accessory Buildings
A-5: 5,000 sf min.	3 feet (but not less than 4 feet if the walls have a combustible surface)	3 feet (but not less than 4 feet if the walls have a combustible surface)	4 feet	4 feet
A-4: 7,500 sf min.	3 feet (but not less than 4 feet if the walls have a combustible surface)	3 feet (but not less than 4 feet if the walls have a combustible surface)	4 feet	6 feet
A-3: 10,000 sf min.	5 feet	5 feet	(no change)	8 feet
A-2a: 15,000 sf min.	5 feet	10 feet	(no change)	10 feet
A-2: 20,000 sf min.	5 feet	10 feet	(no change)	12 feet
A-1: 1 acre	10 feet	10 feet	(no change)	14 feet
AA-1: 2 acres	15 feet	20 feet	(no change)	(no change)

## V. Floor Area Ratio (FAR): Overview

1. Round down the maximum FAR.
2. Extend maximum FAR through lot sizes of 88,000+ SF.
3. Reduce the Side Yard Setback FAR Incentive (§ 310-104).
  - Determined by comparing Scarsdale's maximum allowed square footage with surrounding communities.

## V. Floor Area Ratio (FAR)

**Table 5: Proposed Side Yard Setback FAR Incentive**

Zoning District	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Incentive (SF)
A-5: 5,000 sf min.	280	100
A-4: 7,500 sf min.	280	200
A-3: 10,000 sf min.	490	200
A-2a: 15,000 sf min.	490	400
A-2: 20,000 sf min.	490	400
A-1: 1 acre	840	800
AA-1: 2 acres	Incentive does not apply in the AA-1 zone	

## VI. Impervious Surfaces

- Driveways composed of gravel and porous asphalt would be counted as lot coverage.
- An alternative material, such as permeable pavers could count as a pervious surface.



## VII. Building Coverage in All Residence A Districts

1. Suggest listing the permitted building coverages as percentages for each zoning district.
2. Recommend rounding down any maximum permitted coverage percentages with decimals to simplify the process and decrease permitted coverage slightly.

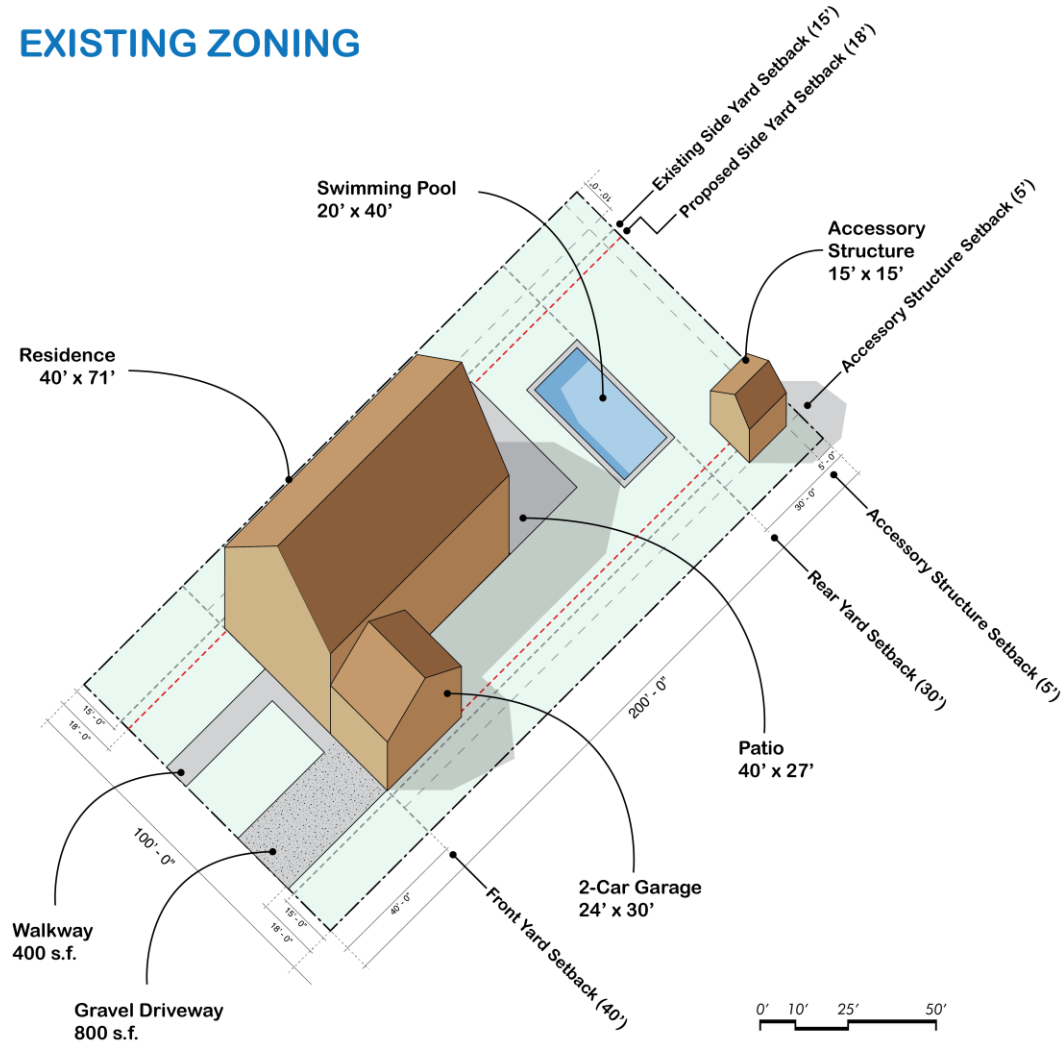
**Table 6: Proposed Maximum Permitted Building Coverage**

Zoning District	Existing Max. Permitted Building Coverage	Proposed Max. Permitted Building Coverage
A-5: 5,000 sf min.	30.00%	(no change)
A-4: 7,500 sf min.	28.00%	(no change)
A-3: 10,000 sf min.	25.00%	(no change)
A-2a: 15,000 sf min.	20.67%	20%*
A-2: 20,000 sf min.	18.50%	18%*
A-1: 1 acre	10.66%	10%*
AA-1: 2 acres	7.33%	7%*

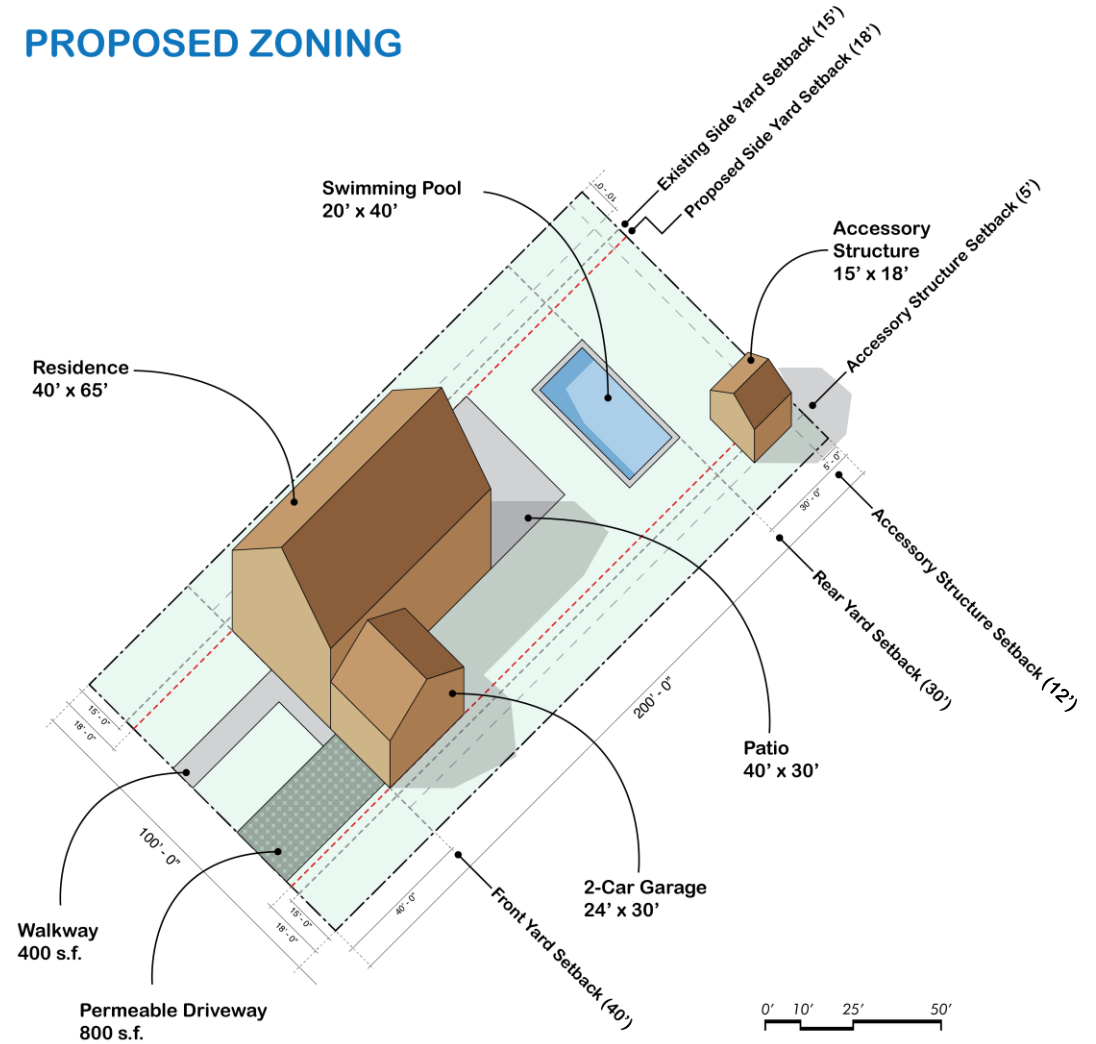
*\*All percentages should be multiplied by the actual lot size to determine maximum permitted coverage*

# VIII. Zoning – A-2 District Illustrative Lot (Comparison)

## EXISTING ZONING



## PROPOSED ZONING

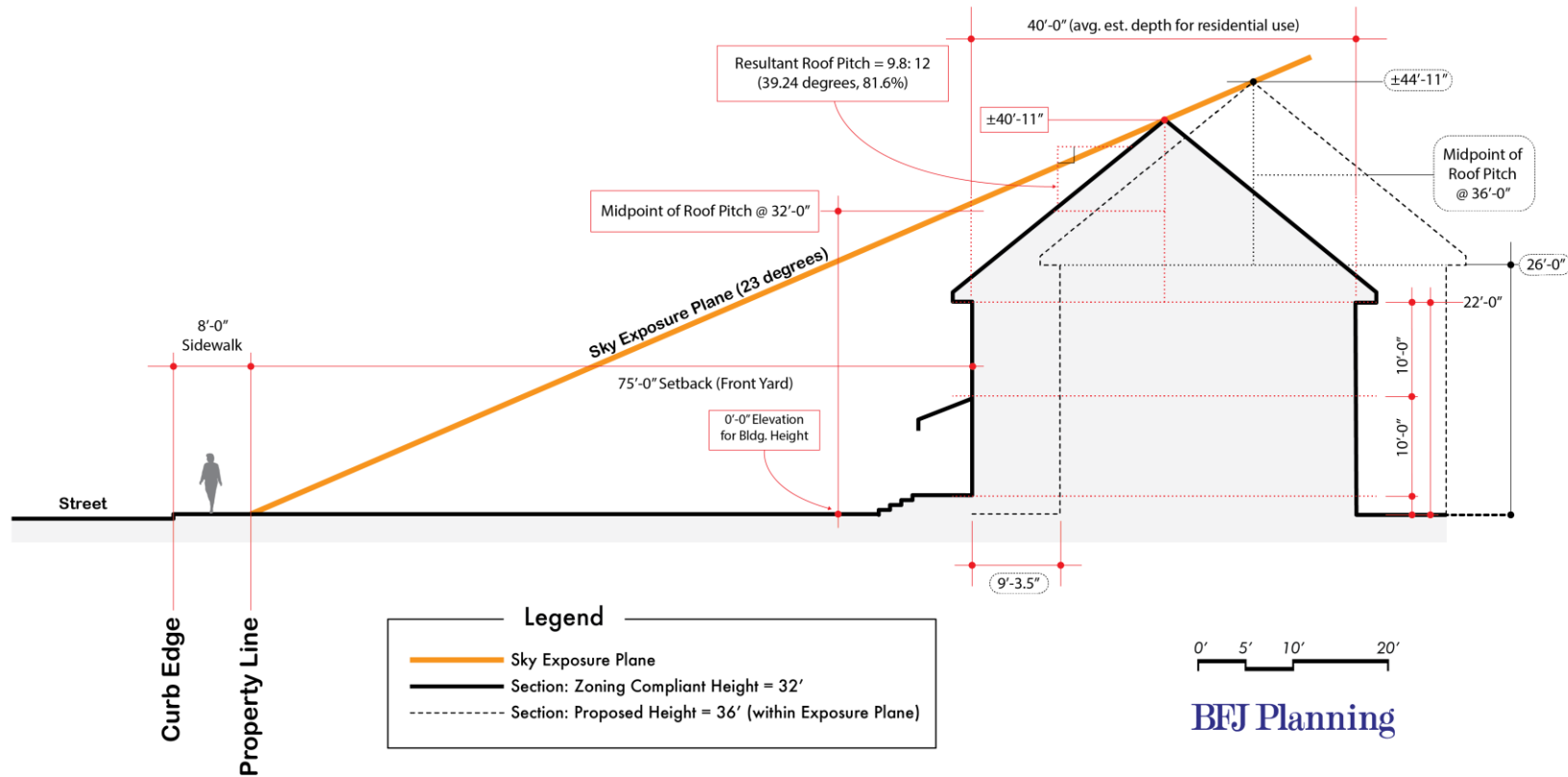


## IX. Height – Controlling Frontages (Sky Exposure Plane)

1. The Sky Exposure Plane approach would incentivize setting houses back farther from the property line by allowing a slightly higher maximum height only in the **AA-I district**.
2. The maximum height in the AA-I district would be 36 feet.
3. In all cases, the minimum front yard setback requirement of 75 feet must be met in the AA-I district.

# IX. Height – Controlling Frontages (Sky Exposure Plane)

(Fig. 1) Village of Scarsdale | Residential Sky Exposure Plane Analysis  
(AA-1 Zoning District) – Level Site



# X. Summary of Zoning Recommendations

## Site Plan Review

- Site Disturbance thresholds and exemptions
- Flood Hazard Areas
- Corner Lots
- Site Plan Review standards and requirements

## Open Space Requirement

- Require a percentage of each lot to be vegetated and open to the sky

## Setbacks

- Increase Side Yard Setbacks (A-4, A-3, A-2a, A-2 Districts)
- Increase Rear Yard Setbacks for Accessory Buildings in the A-5 and A-4 Districts
- Increase Side Yard Setbacks for Accessory Buildings in the A-5, A-4, A-3, A-2a, A-2, and A-1 Districts
- Treat private garages the same as other accessory buildings that require side and rear setbacks
- Clarify changes in accessory building use

## Floor Area Ratio (FAR)

- Round down the maximum FAR for lots with decimal points in the ten thousandths place
- Reduce the Side Yard Setback FAR Incentive
- Extend FAR table to 88,000+ SF

## Impervious Surfaces

- Driveways composed of gravel and porous asphalt would be counted as lot coverage

## Coverage

- Round down any maximum permitted building coverage percentages with decimals in Residence A districts
- Simplify permitted impervious surface coverage in all Residence A districts and in wetland areas

## Height

- Sky Exposure Plane (max. height of 36 feet in the AA-1 district).

## XI. Next Steps

- June 11, 2024: Board work session with revised Local Law
- June 25, 2024: Second public hearing
  - After the hearing, the Board will discuss any further edits to the Local Law
- July 9, 2024: SEQR determination and potential adoption of the Local Law
- July 19, 2024: Moratorium expires

**To:** Mayor Justin Arest and the Village Board of Trustees

**From:** Planning Board Chairman John Clapp, on behalf of the Planning Board

**Date:** Thursday, May 23, 2024

**RE:** Review and Comments on Proposed Amendments to Zoning Code

**MEMORANDUM**  
*Planning Department*

**Background.** On January 9, 2024, the Board of Trustees adopted Local Law No. 1 of 2024 (the “**Moratorium Law**”) to establish a temporary moratorium on certain land use applications within the Village of Scarsdale. Subsequently, the Village retained BFJ Planning to consult on proposed zoning recommendations to address “concerns regarding recent adverse impacts associated with improvements, subdivisions, and redevelopments on single-family residential properties”<sup>1</sup>. The BFJ recommendations were presented in a memorandum dated May 9, 2024 titled “Village of Scarsdale Draft Zoning Recommendations” (the “**BFJ Memorandum**”). On May 14, 2024 the Board of Trustees introduced a proposed local law (the “**Proposed Zoning Amendments**”) to put into effect the BFJ Planning recommendations and resolved to convene a public hearing on May 28, 2024 to consider the Proposed Zoning Amendments. At the same time the Board of Trustees resolved, pursuant to Section 77-1 of the Village Code, to refer the Proposed Zoning Amendments to the Planning Board for review and recommendations. The Planning Board reviewed the Proposed Zoning Amendments at its May 22, 2024 meeting.<sup>2</sup> This memorandum will serve to provide the Board of Trustees with the recommendations of the Planning Board on the BFJ Memorandum and the Proposed Zoning Amendments.

**Introduction.** The Planning Board commends the Village Board for putting land use, development, zoning and related issues onto the public agenda. We thank BFJ Planning and the working group<sup>3</sup> for producing a set of land use and zoning proposals that should, if properly implemented, mitigate some of the bulk and stormwater issues set out in the findings in the Moratorium Law. We have the following general comments on the Proposed Zoning Amendments:

- The BFJ Memorandum states that “[each] recommendation alone would not be drastic; however, when combined, they address the two main issues described in the moratorium: the appearance of bulk and stormwater impact.”<sup>4</sup> An earlier version of the BFJ Memorandum included an illustrative example of the combined effects of the Proposed Zoning

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<sup>1</sup> BFJ Memorandum page 1.

<sup>2</sup> We thank Mr. Frank Fish of BFJ Planning and Mr. Jeff Watiker, Chair of the Zoning Board of Appeals (the “ZBA Chair”), for the valuable input that they provided at this meeting.

<sup>3</sup> The working group consisted of Mayor Justin Arest, Trustees Karen Brew and Jeremy Gans, who have oversight of land use issues, Acting Village Manager Alexandra Marshall, Village Planner Kellan Cantrell, and other members of Village Staff with responsibility for various aspects of land use.

<sup>4</sup> BFJ Memorandum page 1.

Amendments.<sup>5</sup> While helpful, this example did not provide sufficient information to demonstrate whether the combined effect of the Proposed Zoning Amendments will adequately address the bulk and stormwater issues that were the driving issues leading to adoption of the Moratorium Law.

- The Proposed Zoning Amendments will likely lead to non-conformity for a significant number of existing structures. While this is a necessary consequence of many zoning amendments, we believe that non-conformity should only be contemplated for well-considered amendments that advance the Village’s overall interest in mitigating bulk and stormwater issues.
- As with any proposed legislation, care should be taken to avoid unintended adverse consequences. We note that past efforts to amend land use code provisions have gone through multiple rounds of review.<sup>6</sup> Given the timing constraints of the expiring moratorium, we recommend that a drafting committee be convened tasked with accurately implementing the recommendations, harmonizing them with the existing Village Code and identifying and addressing any unintended consequences. We further recommend that consideration be given to setting up a process to review the impact of the Proposed Zoning Amendments after a set period of time and to pass any necessary correcting legislation.
- A significant part of the Village’s housing stock was constructed during the 1920s and 1930s. It is therefore reasonable to expect that redevelopment trends witnessed in recent years will continue and possibly accelerate. In addition, the effects of climate change will likely require increased sustainability and resilience measures to be incorporated into best practices for construction and redevelopment. The Board of Trustees should therefore expect that future amendments to the Village Code will be necessary to address these issues, and that the Proposed Zoning Amendments should be viewed as a first step in this direction, not as the final word.
- The Proposed Zoning Amendments do not address many of the broader review recommendations listed in the Planning Board’s November 30, 2023 memorandum on the Moratorium Law.<sup>7</sup>

## **Comments to Proposed Zoning Amendments**

### **1. Site Plan Review**

#### **Site Plan Review for Land Disturbance.**

In early 2023 the Board of Trustees adopted Local Law No. 2-2023 introducing the requirement for site plan review for land-disturbing activities in the adjoining property buffer. This resulted in a steady flow of new applications for Planning Board review. During this review process, we have successfully encouraged several applicants to modify their proposals to reflect our concerns. Informally, we have heard from Village Staff that some applicants have modified or abandoned

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<sup>5</sup> See March 26, 2024 draft of the BFJ Memorandum pages 21-22.

<sup>6</sup> For example, it took more than one year (during 2014-15) to review zoning code amendments to regulate gravel surfaces as lot area coverage, and more than two years of study to implement the so-called “Bulk Amendments” in 2021

<sup>7</sup> Those review recommendations included: Comprehensive Plan update; Committee for Historic Preservation and Board of Architectural Review jurisdiction and review criteria; wetland and watercourse permit criteria and review process; streamlining and coordinating the land use board and committee review and permitting process; modernizing building code sustainability requirements; enforcement; and providing adequate resources to the land use boards and village staff.

proposals, rather than subject them to Planning Board review. Based on this experience, we support the proposed expansion of the requirement for site plan approval to all land disturbance that exceeds a certain threshold, whether or not in the adjoining property buffer. We offer the following comments on this part of the proposal:

- Without further analysis, we were not able to determine whether the proposed site disturbance thresholds are sufficient to trigger site plan review for those developments that raise bulk and stormwater issues of the type that led to adoption of the Moratorium Law. We recommend that the proposed site disturbance thresholds be measured against recent development projects so that the likely impact of this proposal can be assessed. We recognize that a balance needs to be struck on this point between, on the one hand, providing for the possibility of site plan review on a meaningful proportion of development projects and, on the other hand, triggering site plan review for numerous applications that do not warrant it.
- Consistent with other zoning requirements, we recommend that the site disturbance thresholds be based on lot size rather than zoning district. Further, rather than a specified percentage of lot area for each category, we recommend a specified square footage of land disturbance. This would be similar to the methodology used for stormwater management and erosion and sediment control permits.<sup>8</sup>
- The Proposed Zoning Amendment should cover both temporary and permanent land disturbance and should include anti-avoidance provisions to prevent applicants from, for example, arbitrarily breaking down projects into pieces or “staging” different phases of projects to avoid triggering site plan review.
- The exemptions should be consistent with the exceptions for stormwater management and erosion and sediment control permits.<sup>9</sup>

### FEMA 100-Year Floodplain

In addition to federal and state regulation, the Village Code already regulates areas of special flood hazard (also referred to as the 100-year floodplain) in several ways, including:

- The flood damage prevention provisions of the Village Code<sup>10</sup> regulate development within the FEMA 100-year floodplain, including the requirement for a floodplain development permit,<sup>11</sup> construction standards,<sup>12</sup> elevation of certain residential structures,<sup>13</sup> and appeals to the Planning Board.<sup>14</sup>
- The freshwater wetlands provisions of the Village Code<sup>15</sup> prohibit controlled activities within the 25-foot freshwater wetlands/watercourse buffer adjacent to areas of special flood hazard unless the Planning Board makes a determination that the impacts are “necessary and unavoidable” and “have been minimized to the maximum extent practicable.”<sup>16</sup>

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<sup>8</sup> Village Code §254-7.

<sup>9</sup> Village Code §254-5-B.

<sup>10</sup> Village Code Chapter 167.

<sup>11</sup> Village Code §167-11.

<sup>12</sup> Village Code §167-14 et seq.

<sup>13</sup> Village Code §167-16.

<sup>14</sup> Village Code §167-19.

<sup>15</sup> Village Code Chapter 171.

<sup>16</sup> Village Code §171-7E.

- The stormwater management provisions of the Village Code<sup>17</sup> include more stringent requirements for obtaining stormwater management and erosion and sediment control permits in sensitive drainage areas, which include areas of special flood hazard.

In light of these existing regulations, we question whether it is necessary to add a requirement for site plan review by the Planning Board for development within areas of special flood hazard. We understand from Village Staff that there are currently very few applications for construction activity within areas of special flood hazard. If this proposal is adopted, it should be harmonized with the existing Village regulation of the floodplain to avoid unnecessary duplication.

We have concerns about the proposal to grant the Planning Board discretion to permit additional height to those structures built at a higher elevation above the floodplain. Below-grade construction in the floodplain is already restricted<sup>18</sup> and, in our view, introducing the possibility of additional height would likely be seen as encouraging development within the floodplain. If, notwithstanding our concerns, this proposal is pursued, we recommend that it be limited to construction that replaces already existing below-grade construction within the floodplain.

We recommend that flood damage and stormwater management issues be reviewed more broadly. Possible areas of inquiry might include:

- Updating the Village's Freshwater Wetlands Map.<sup>19</sup>
- Updating the Village Code provisions on stormwater management, flood damage prevention and freshwater wetlands to reflect current best practices, including consideration of height bonuses more generally for avoiding below-grade construction.
- Modernizing the sustainability and resilience provisions of the Village's building code.
- Further investment in the public stormwater infrastructure.

### Corner Lots

The BFJ Memorandum recommends that site plan review be required for all newly constructed homes on corner lots due to their unique sight lines and high visibility. We understand that this requirement would apply regardless of the amount of land disturbance and is aimed more at aesthetics than the typical site plan review. We note that, under the current zoning code, the owner of a corner lot effectively has the right to choose the front lot line<sup>20</sup> and that specific minimum setbacks are required for the side street line.<sup>21</sup> We question what function site plan review would serve if it is not coupled with the authority to require structures to be reoriented or repositioned. If this proposal is adopted, we recommend that it apply not only to newly constructed homes, but also to substantial improvements, alterations and additions, the exact scope of which will need to be defined. We support the recommendation received from the ZBA Chair that this proposal also apply to any projects where driveway access is being relocated to another street.

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<sup>17</sup> Village Code Chapter 254.

<sup>18</sup> Village Code §167-16.

<sup>19</sup> Last updated by Evans Associates April 5, 2011.

<sup>20</sup> Village Code §310-2, definition of "line, front lot".

<sup>21</sup> Village Code §310-53.

## Site Plan Criteria

The proposed amendments to the site plan provisions of the Village Code should be considered a work in progress. The detailed site plan and construction management plan content requirements should be reviewed and commented on by Village Staff. The review standards in proposed §251-7 are overly detailed, possibly impractical and likely to lead to effort wasted on extraneous issues. Compare this to the approach to site plan review taken by the current Village Code.<sup>22</sup> We support the proposal that the Planning Board be granted authority to refer matters to other land use boards for review and reporting, and to require performance bonds or other security sufficient to cover the cost of compliance.

### 2. Open Space Requirement

This appears to be a “failsafe” provision that may, in some cases, be more restrictive than current lot coverage requirements. In most cases, however, the open space percentages proposed would be less restrictive than current lot coverage requirements. None of the examples in the BFJ Memorandum show an instance where the open space requirement would be a limiting factor on development projects. If this proposal is pursued, we recommend that, consistent with other zoning requirements, the open space percentages be based on lot size rather than zoning district. Further, attention will need to be given to the methodology by which non-contiguous open spaces are aggregated and exceptions may be needed for spaces that cannot be vegetated due to steep grades, poor lighting or other factors.

### 3. Setbacks

#### Side Yard Setbacks

We agree with the statement in the BFJ Memorandum that increasing side yard setbacks is a key mechanism for decreasing the appearance of area and bulk. We therefore generally support the recommendation to increase the minimum side yard setback for homes within the A-2, A-2a, A-3, and A-4 districts. Nevertheless, we are concerned about some of the consequences of this proposal and offer the following comments and recommended modifications:

- The proposal will result in non-conformity for a significant number of lots. Currently, many houses in these zoning districts are built out to the side yard setback on one side in order to leave space for a driveway on the other side.
- Homeowners seeking to build a second story above an existing single-story that extends out to the existing side yard setback may be required either to seek a variance or modify their plans.
- If enacted, this proposal would solidify the trend toward attached garages at the front or side of houses, as opposed to detached garages in the rear yard. If the side yard setbacks are increased in these districts, there may not be space on some lots to accommodate a driveway leading to the back yard.

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<sup>22</sup> Village Code §251-1-C: “In considering and approving site plans, the Planning Board shall hold public hearings and may impose appropriate conditions and safeguards with respect to parking, means of access, impact on streets and traffic, screening, signs, landscaping, architectural features, location and dimensions of buildings, setbacks, impact of the proposed use on adjacent land uses, conformity with the Village's Comprehensive Plan and such other elements as may reasonably be related to the health, safety and general welfare of the community.”

- Currently, the Village Code only specifies side yard setbacks from each side, not a combination of both sides. We note that the Proposed Zoning Amendments introduce flexibility for the A-4 zoning district that would permit the existing 10-foot setback to be preserved on one side as long as the combined setbacks add up to 22 feet. To address some of the issues raised above, we recommend that this flexibility be introduced for all of the affected zoning districts as follows:

A-2 District: 15 feet, with a combined side yard setback of 36 feet.

A-2a District: 15 feet, with a combined side yard setback of 32 feet.

A-3 District: 10 feet, with a combined side yard setback of 24 feet.

A-4 District: 10 feet, with a combined side yard setback of 22 feet.

### Accessory Buildings

We question whether amending rear and side yard setbacks for accessory buildings should be considered in the context of concerns about bulk and stormwater. As previously mentioned, there is a trend away from constructing rear yard garages, so this proposal would have minimal application to new construction proposals while generating substantial non-conformity for existing structures. If there is a concern about pool houses, cabanas and similar structures, we suggest that this proposal only applies to accessory structures on lots in the larger zoning districts (A-2a and larger).

Accessory building use is already regulated by the Village Code.<sup>23</sup> We recommend that amending current use restrictions not be raised for public debate in the context of amendments primarily addressing bulk and stormwater concerns.

#### 4. Floor Area Ratio (FAR)

The ZBA Chair has provided the following statement<sup>24</sup>:

*“I am not convinced that it is advantageous to amend the FAR requirements. My comments are:*

*“a. The rounding down of the FAR requirements seems like a change without a real purpose. Having the ratio go out three decimal places rather than four is just change for change’s sake. It is really no harder math. If the purpose is to round down, then this is no real justification rather than less is better. That is not a good enough reason in my view.*

*“b. The reduction in the side set back bonus would be impactful. But it comes in the wake of a 30% reduction to that bonus that occurred just a few years ago and it is not at all clear a further reduction is warranted. Further, as proposed, the change would disproportionately affect smaller lots.*

*“c. The proposal to specify an FAR for lots above 77,000 square feet is a meaningless change. It is impossible to build a house that exceeds the FAR on those lots and still comply with the building and lot coverage limits. For that reason, no FAR was applied to those lots to minimize the burden (on applicants, staff and the land use boards) of worrying about the FAR requirement on those lots. The*

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<sup>23</sup> Village Code §310-7-I states in part: “No part of any accessory building shall be used for sleeping or living quarters except by members of the family occupying the principal building on the lot or full-time employees of such family and members of the immediate families of such employees. No part of any accessory building shall be used for the preparation of meals.”

<sup>24</sup> The Planning Board does not have extensive experience administering FAR compliance and requests for variances. Accordingly, we defer to the expertise of the Zoning Board of Appeals on this issue.

*same logic still applies. To make the suggested change would only give the appearance of doing something.”*

#### 5. Impervious Surfaces

We support the Proposed Zoning Amendment expanding the definition of impervious surfaces to include porous asphalt and gravel. In recent years we have seen development proposals that include gravel driveways with the clear intent of exempting the driveway from the lot area coverage calculation. We note that a similar amendment to the Village Code was proposed in the 2014-15 timeframe and ultimately withdrawn in the face of opposition from the developer community.

#### 6. Building and Lot Coverages

Further work is needed on the proposal that would scrap the existing building and lot coverage formulas based on sliding percentages of square footage<sup>25</sup> and substitute a flat percentage for each zoning district. Based on our preliminary calculations, this proposal would result in increases in permitted coverages for many lots that are oversized relative to their zoning districts. This runs counter to the overall objective of reducing bulk and lot coverage. We understand that BFJ Planning is reworking this proposal to address these concerns.

More generally, any proposal to amend the existing coverage requirements should include an articulated rationale that goes beyond a general desire for simplification or rounding down percentages.

#### 7. Height

The proposed sky exposure plane height increase to 36 feet will only be applicable to the AA-1 zoning district, which consists of approximately 60 properties. We understand from Village Staff that the vast majority of the houses in that zoning district are set back at least 150 feet where 75 feet is required. If we understand this proposal correctly, the increase in permitted height would most likely be minimal for houses set back that far from the front lot line. We therefore question whether it is worthwhile pursuing this proposal given its limited applicability.

### **Conclusion**

We again commend the working group for producing a worthwhile set of land use and zoning proposals. As previously noted, we have not determined whether the combined effect of the Proposed Zoning Amendments will adequately address the bulk and stormwater issues that were the driving issues leading to adoption of the Moratorium Law. Members of the public who will be reviewing the Proposed Zoning Amendments on a compressed timetable may be similarly concerned that their issues are being addressed.

As should be clear from our detailed comments, certain of the individual proposed amendments are more significant and far reaching than others. We recommend that the Board of Trustees narrow down the proposed amendments to those that truly address the community's concerns with bulk and stormwater issues and leave other proposed amendments for a more thorough process over the next year or so. Specifically, we suggest that during the period between now and the expiration of the Moratorium Law the Board of Trustees focus on modifying and finalizing the proposed amendments

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<sup>25</sup> Village Code §310-22.

covering: site plan review for land disturbance; open space requirement; side yard setbacks; and impervious surfaces.

We are available as needed to respond to any questions and to elaborate on any of the matters discussed in this memorandum. If any or all of the Proposed Zoning Amendments move forward either as proposed in the BFJ Memorandum or in some modified form, we will welcome the opportunity to participate in discussions and to review further drafts of proposed amendments to the Village Code.

Cc: Alexandra Marshall, Acting Village Manager  
Kellan D. Cantrell, AICP, Village Planner  
Donna Myers, Planning Secretary  
David Goessl, PE, Village Engineer  
Nicholas Ward Willis, Esq., Keane & Beane P.C.  
Robert Zitt, Esq., Keane & Beane P.C.  
Frank Fish, FAICP, BFJ Planning  
Jeff Watiker, Chair, Zoning Board of Appeals

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

**To:** Mayor Justin Arest and the Board of Trustees

**From:** Kellan Cantrell, AICP, Village Planner 

**Date:** Thursday, May 09, 2024

**RE:** Proposed Village Code Changes

**MEMORANDUM**  
**Planning Department**

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In December of 2023 the Village enacted a limited moratorium and retained the services of the Planning Consulting Firm Buckhurst, Fish and Jacquemart (BFJ) to study and recommend zoning code changes. Over the last five months, BFJ has worked with my office, the Building Inspector, Village Engineer, Village Attorney, the Mayor and certain Trustees to propose amendments to the Village Code. Those recommendations are outlined in the two memorandums from BFJ as well as the draft local law, attached. In consideration of the State Environmental Quality Review Act (SEQRA) Part 1 of the Environmental Assessment Form is also attached. Once the draft local law is introduced it will be referred to the Westchester County Planning Board and Scarsdale Planning Board for review and a report and recommendation. If referred, the Scarsdale Planning Board will consider the draft Local Law at its next meeting on May 22<sup>nd</sup>. I also request the Village Board consider scheduling the public hearing on the Local Law for the Board's May 28<sup>th</sup> meeting.

Find the following documents for your consideration:

- Two-page memorandum from BFJ dated May 9, 2024
- Detailed summary memorandum from BFJ dated May 9, 2024
- The Draft Local Law
- Part 1 of the Environmental Assessment Form

ecc: Alexandra Marshall, Acting Village Manager

Nicholas Ward Willis, Esq., Keane & Beane P.C.

To: Mayor Justin Arest; Scarsdale Board of Trustees; Village Planner Kallen Cantrell

From: Frank Fish, Principal; Susan Favate, Principal; Suzanne Goldberg, Planner

Subject: Proposed Village of Scarsdale Zoning Text

Date: May 9, 2024

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**Introduction and Legislative Intent**

In recent years, the improvements and subdivisions occurring on single-family residential properties in Scarsdale have led to residents expressing concern about pervasive adverse impacts, including the loss of the defining architectural and historic quality and scale and negative environmental impacts such as increased flooding and the destruction of mature trees and natural habitats. These concerns arise from, among other things, the rapid pace of demolitions and replacement of older homes, additions to existing homes, the construction of new accessory structures, and the subdivision and redevelopment of residential lots. Such development activities create new impervious surfaces, diminishing the natural drainage and flood mitigation provided by mature trees and open space. Moreover, new single-family homes are increasingly being built at the limits of dimensional requirements, while maximizing and, at times seeking variances to exceed the limits of floor area ratios, lot coverages, and other bulk requirements. These trends place greater challenges on the Board of Architectural Review and Committee for Historic Preservation, which are responsible for protecting aesthetic and architectural resources.

In response to these concerns, the Board of Trustees determined that it was in the best interest of the Village to enact a temporary moratorium on certain development within the single-family residence districts, to allow adequate time to identify and implement zoning code amendments to mitigate or avoid the deleterious impacts of development activities. During the six-month moratorium, adopted January 9, 2024, BFJ has met with Village Staff, Mayor Justin Arest, and members of the Board of Trustees to develop specific zoning changes that effectively address the community's concerns, while balancing the ability of property owners to undertake reasonable improvements and development activities. This memorandum outlines the draft zoning recommendations under consideration. Each recommendation alone would not be drastic; however, when combined, they address the two main issues described in the moratorium: the appearance of bulk and stormwater impact.

The following memo identifies the specific proposed zoning text changes that incorporate recommendations previously discussed and summarized in a BFJ memo dated April 26, 2024. Like that memo, the zoning changes are identified by topic area.

## 1. Site Plan Review

- New §251-1(C) establishes site disturbance thresholds to require site plan review by the Planning Board, together with exempted activities. “Site Disturbance” is defined in §310-2.
- New §251-1(D) states that properties within in flood hazard areas, identified in the Flood Hazard Boundary Map (FHBM) and Flood Insurance Rate Map (FIRM), including the Special Flood Hazard Area (SFHA), are subject to site plan review by the Planning Board.
- New §251-1(E) states that corner lots within residential zoning districts are subject to site plan review by the Planning Board.
- Existing §251-1(C) is renumbered to §251-1(F).
- New §251-5 describes the required content of the Site Plan.
- New §251-6 describes the required content of the Construction Management Plan.
- New §251-7 describes Planning Board review standards for development applications.
- New §251-8 describes conditions attached to the approval of site plans.
- New §251-9 describes the expiration of site plan approval.
- New §251-10 describes conflicts with other provisions.
- “Site Disturbance” is defined in §310-2.
- New §132-60.1 states that for residential site plan approval, the Final Certificate of Occupancy shall not be issued until the Village Engineer and Building Inspector have reviewed and approved the As Built Survey.

## 2. Open Space Requirement

- New §310-23.1 establishes required open space percentages for each residential zoning district.
- “Required Open Space” is defined in §310-2.

## 3. Setbacks

### Side Yard Setbacks

- §310-51(A) is revised to reflect the proposed side yard setbacks for the A-4, A-3, A-2a, A-2, A-1, and AA-1 districts.

### Accessory Buildings

- §310-51(B) and §310-47 are revised to reflect the proposed side and rear yard setbacks for accessory buildings in the A Residence districts.

#### Change in Accessory Building Use

- §310-7(I) is revised to confirm that a change in the use of an accessory structure may require a building permit but will not require land use approvals, provided the new use is not inhabited or used for dwelling purposes and the footprint and height of the accessory structure is not increased.

#### **4. Floor Area Ratio (FAR)**

- Within §310-102, Table XVI-1 is revised to reflect new maximum FAR ratios for lots ranging from 5,000 sf to 88,000+ sf. §310-102(A) through §310-102(I) are deleted based on the new ratios.
- Within §310-102, Table XVI-1 is revised to reflect that the maximum FAR of 0.142 will apply to all lot sizes equal to or greater than 88,000 sf.
- §310-104 is revised to reduce the maximum side yard setback FAR incentive allowed in all A Residence districts except the AA-1 zone.

#### **5. Lot and Building Coverage**

- The definition of impervious surface in §310-21(B) is revised to include porous asphalt and gravel.
- §310-22 is revised to reflect new maximum percentages for both building and impervious coverage. Note that the percentages for impervious coverage are identical to those calculated by Village staff in background documents provided to BFJ. The revised table in §310-22 simply uses those percentages rather than the existing formulas. For building coverage, the revised table rounds the previously provided percentages, as discussed during this planning process.
- §310-23 includes simplified percentages for “Permitted coverages in freshwater wetlands and freshwater wetlands controlled areas.” The proposed percentages decrease gradually as lot size increases and are intended to be slightly more restrictive than those listed in the previous section.

#### **6. Building Height**

- A new §310-25(D) is added to provide for the use of the sky exposure plane in the AA-1 district. This addition includes a diagram to illustrate the concept. It could allow up to 36 feet in height in the AA-1 district.
- A definition of “Sky Exposure Plane” is added to §310-2.
- A new §310-25(E) is added to allow the Planning Board to consider, as part of site plan review, increased building height of up to 3 feet in flood hazard areas, identified in the Flood Hazard

Boundary Map (FHBM) and Flood Insurance Rate Map (FIRM), including the Special Flood Hazard Area (SFHA), to provide for constructing the building at a higher elevation, for mitigation of flooding impacts.

- §310-25(A) is revised to reflect the new subsections.

## **7. Escrow Fees**

- §310-98 is revised to allow the Planning Board to use technical staff in site plan applications, and Village staff to also use technical staff in determination of zoning compliance or other technical findings. The existing text in this section should provide for the use of escrow fees for this purpose.
- §310-98 is revised to include a section on applicability of the local law.

cc: Nicholas Ward-Willis, Keane & Beane, P.C., Village Attorney

# BFJ Planning

*Via email*

**To:** Mayor of Scarsdale, Justin Arest  
Village of Scarsdale Board of Trustees  
Village Planner, Kellan Cantrell

**Cc:** Nicholas Ward-Willis  
*Keane & Beane P.C.*

**Date:** May 9, 2024

**From:** Frank Fish FAICP, Principal  
Susan Favate AICP, PP, Principal  
Jonathan Martin, Ph.D., AICP, Associate Principal  
Suzanne Goldberg, Planner  
*BFJ Planning*

**Subject:** Village of Scarsdale Draft Zoning Recommendations

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## Introduction

This memorandum outlines draft zoning recommendations for the Village of Scarsdale based on meetings with Village Staff, Mayor Justin Arest, and members of the Board of Trustees. The Trustees enacted a temporary six-month moratorium to address concerns regarding recent adverse impacts associated with improvements, subdivisions, and redevelopments on single-family residential properties. This study is intended to assist the Village in identifying and implementing adjustments to the Zoning Code to address these issues. The Board of Trustees has noted that single-family developments are increasingly being built to maximize area and bulk requirements. This has led to concerns over environmental impacts, such as increased flooding and the destruction of natural habitats, as well as the loss of architectural and historic qualities of neighborhoods.

The following recommendations are intended to balance the need for zoning adjustments without placing undue burden on property owners. The memorandum identifies seven areas for potential changes:

1. Site Plan Review
2. Open Space Requirement
3. Setbacks
4. Floor Area Ratio (FAR)
5. Impervious Surfaces
6. Coverage
7. Height

Each recommendation alone would not be drastic; however, when combined, they address the two main issues described in the moratorium: the appearance of bulk and stormwater impact.

# BFJ Planning

## 1. Site Plan Review

### Site Disturbance

Site plan approval from the Planning Board is currently required for any land-disturbing activity within the adjoining property buffer area (defined in § 254-4). We recommend building upon this requirement by requiring site plan approval for disturbance of land that exceeds a certain percentage of the entire lot area. The following definition of disturbance could be added to the Zoning chapter:

*“Any change to land including, but not limited to, clearing, grading, excavating, transporting, and filling of land. This includes any change to land which may result in soil erosion from water or wind and the movement of soil into water or onto lands, alteration of a drainage system, or increased runoff of waters.”*

By increasing the threshold for site plan review by the Planning Board, aspects of stormwater management, coverage, area, and bulk can be examined and mitigated early in the development application process. The Town of Mamaroneck is an example of a comparable community that requires site plan review for all construction in which the area of site disturbance exceeds a certain percentage of the parcel area. Table 1 demonstrates a proposed threshold for site disturbance that would trigger site plan review. These thresholds are modified for the Village of Scarsdale based on Mamaroneck’s regulations. Figures 1 and 2 also demonstrate the concept by illustrating site disturbance thresholds by zoning district.

**Table 1: Proposed Site Disturbance Thresholds for Scarsdale**

Zoning District	Proposed Site Disturbance Thresholds
A-5: 5,000 sf min.	50%
A-4: 7,500 sf min.	45%
A-3: 10,000 sf min.	40%
A-2a: 15,000 sf min.	40%
A-2: 20,000 sf min.	35%
A-1: 1 acre	30%
AA-1: 2 acres	30%

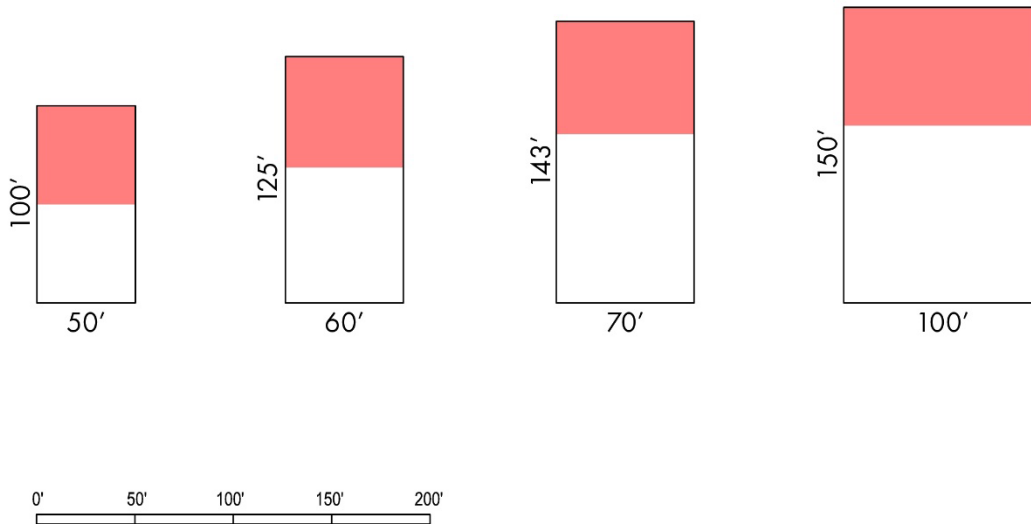
We recommend the following activities are exempt from site disturbance thresholds. These exemptions are based on the Town of Mamaroneck’s regulations and modified for Scarsdale:

1. Repairs to any stormwater management practice or facility deemed necessary by the Village Engineer.
2. Routine landscaping maintenance activity in areas that already have been cultivated.
3. Repair in-kind or repaving of existing walls, driveways, patios, walkways, tennis courts and swimming pools, provided the parcel is not regraded in the process.
4. Emergency activity necessary to protect life, property, or natural resources.

# BFJ Planning

Figure 1: Site Disturbance Threshold Concept Diagram (A-5, A-4, A-3, A-2a Districts)

<b>A-5</b> 5,000 sf <u>SITE</u> <u>DISTURBANCE</u> <u>THRESHOLD:</u> 50% 2,500 sf	<b>A-4</b> 7,500 sf <u>SITE</u> <u>DISTURBANCE</u> <u>THRESHOLD:</u> 45% 3,375 sf	<b>A-3</b> 10,000 sf <u>SITE</u> <u>DISTURBANCE</u> <u>THRESHOLD:</u> 40% 4,000 sf	<b>A-2a</b> 15,000 sf <u>SITE</u> <u>DISTURBANCE</u> <u>THRESHOLD:</u> 40% 6,000 sf
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# BFJ Planning

Figure 2: Site Disturbance Threshold Concept Diagram (A-2, A-1, AA-1 Districts)



# BFJ Planning

## FEMA 100-Year Floodplain

FEMA identifies flood hazard areas in the Flood Hazard Boundary Map (FHBM) and Flood Insurance Rate Map (FIRM), including the Special Flood Hazard Area (SFHA). Properties located within the SFHA, also referred to as the 100-year floodplain, have a 1% chance of the area being inundated each year. The map in Appendix A shows the SFHA in Scarsdale, identifying which areas are at a higher risk of flooding. Due to recent flooding events and stormwater management issues in Scarsdale, we recommend that all lots identified as flood hazard areas within the FHBM or SFHA undergo site plan review. The Planning Board should review each application to determine its impact on flood risks and stormwater management. We also recommend that, as part of the Planning Board's site plan review, they can determine if any additional height will be granted to only those building at a higher elevation to reduce the risk of flooding. The Planning Board would have discretion to determine an appropriate height for homes that build at an increased elevation but would only be able to grant a maximum height increase of 3 feet. The Town of Harrison, for example, is a comparable community in which the building height can be increased from 30 feet to 33 feet in the 100-year floodplain as part of their flood plain development permitting process.

## Corner Lots

Lastly, we recommend that site plan review is required for all newly constructed homes on corner lots due to their unique sight lines and high visibility.

## Trees

In addition to the site plan approval requirements described above, we also recommend that site plans must describe the location and characteristics of the different areas of vegetation, including the identification of all individual trees 6 inches or more in diameter at breast height ("DBH"), protected trees of any size, as well as stands of trees and wooded areas, within areas of proposed disturbance. This should also include extensive landscaping and planting along the property line or within the Adjacent Property Buffer. This is critical for understanding the effects of regrading and surface water runoff diversion. To supplement environmental features into adjacent properties, we also recommend requiring mature trees in such areas to be identified on the plan.

## **2. Open Space Requirement**

Trends in the increasing redevelopment of single-family residential properties have expanded the quantity of impervious surfaces. The addition of an Open Space Requirement is a useful tool for ensuring that lots have sufficient landscaped or vegetated areas that can help absorb stormwater runoff and reduce flooding. The following is a proposed definition of Open Space:

*"The percentage of the surface area of a lot that is unoccupied by any structure, building, parking, paving, or other surface deemed to be impervious, and which is vegetated and open to the sky, either in its natural unimproved state or landscaped with lawn, trees, other plants, natural rock outcroppings, natural water features, or wetlands. Artificial turf, driveways, parking areas, patios, and walkways, regardless of surface composition, are deemed not to be open space."*

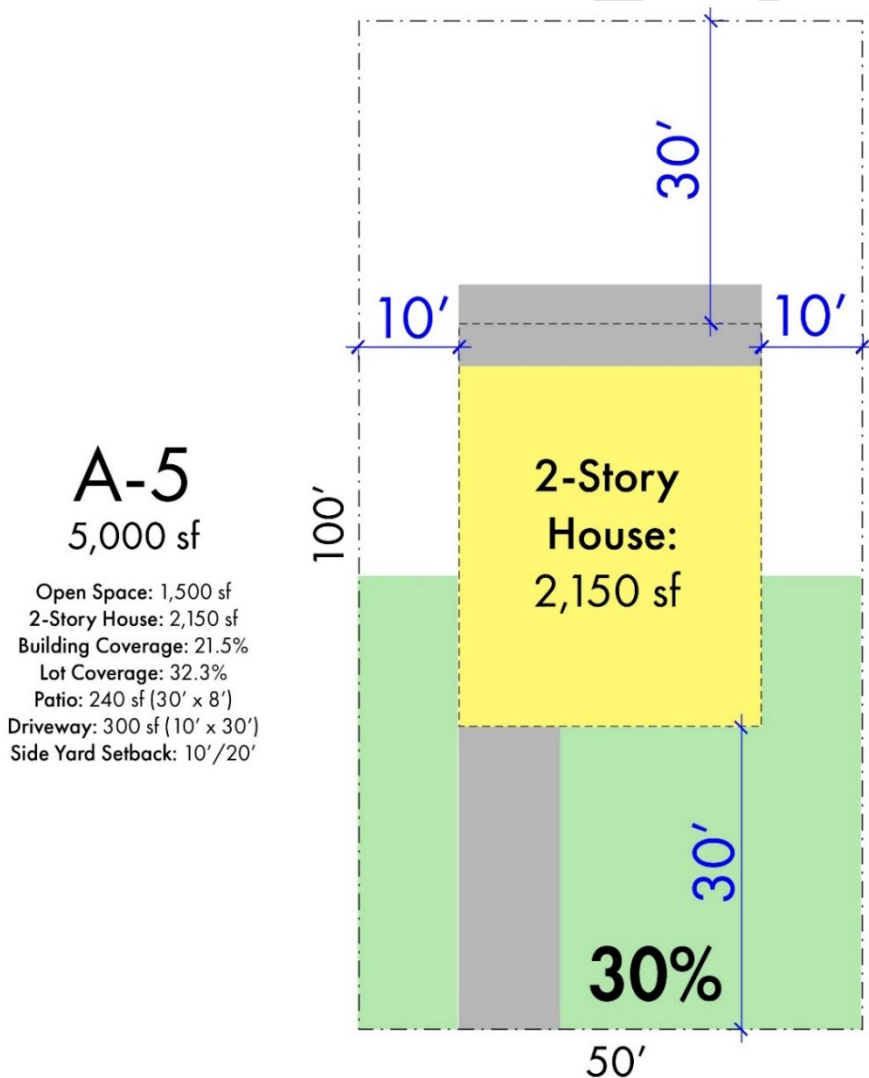
# BFJ Planning

Table 2 shows proposed percentages required as open space by zoning district. Figures 3-9 demonstrate examples of how developed lots in each of the zoning districts could meet the Open Space Requirement while meeting FAR, coverage, and setback requirements.

**Table 2: Proposed Open Space Requirement**

Zoning District	Proposed Open Space Requirement
A-5: 5,000 sf min.	30%
A-4: 7,500 sf min.	35%
A-3: 10,000 sf min.	40%
A-2a: 15,000 sf min.	45%
A-2: 20,000 sf min.	50%
A-1: 1 acre	55%
AA-1: 2 acres	65%

**Figure 3: Open Space Requirement Diagram (A-5 District)**

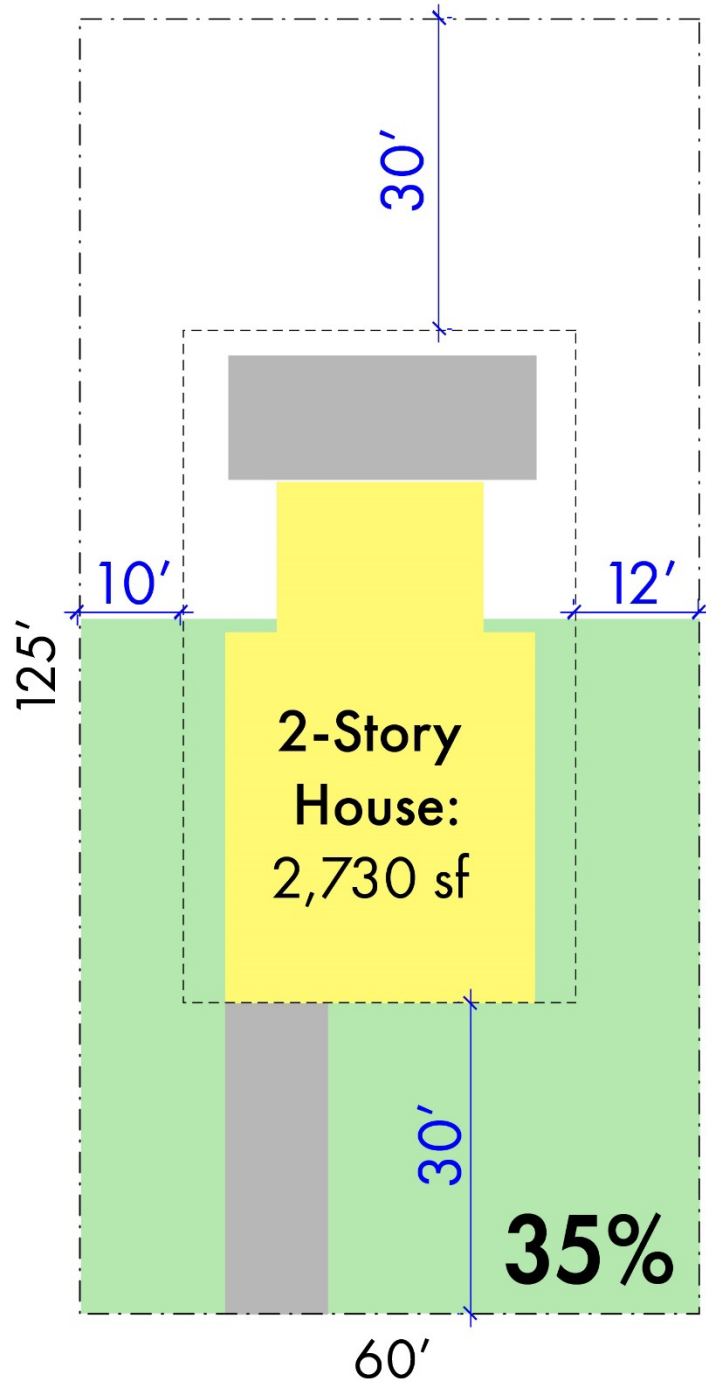


# BFJ Planning

Figure 4: Open Space Requirement Diagram (A-4 District)

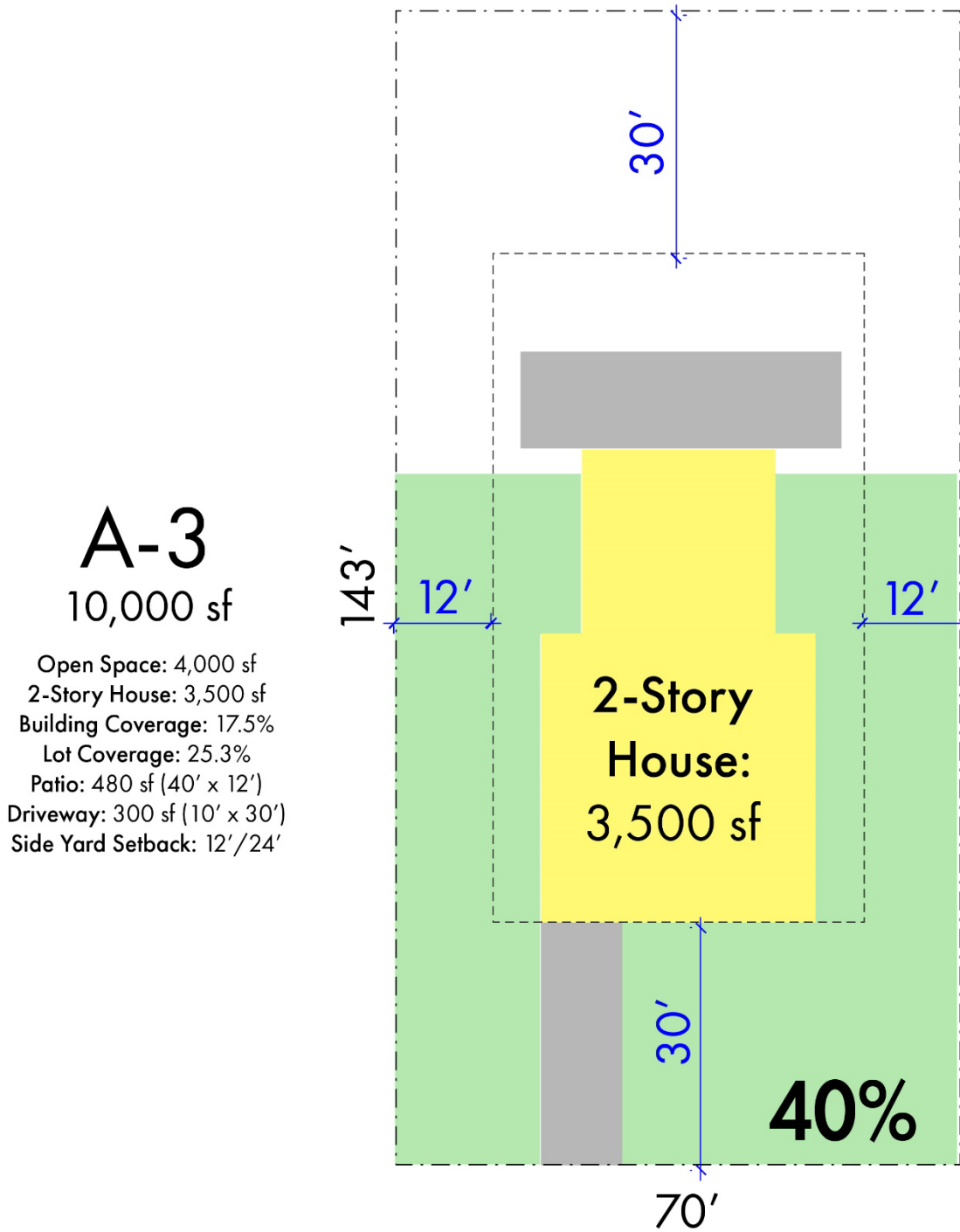
**A-4**  
7,500 sf

Open Space: 2,625 sf  
2-Story House: 2,730 sf  
Building Coverage: 18.2%  
Lot Coverage: 27%  
Patio: 360 sf (30' x 12')  
Driveway: 300 sf (10' x 30')  
Side Yard Setback: 10'/22'



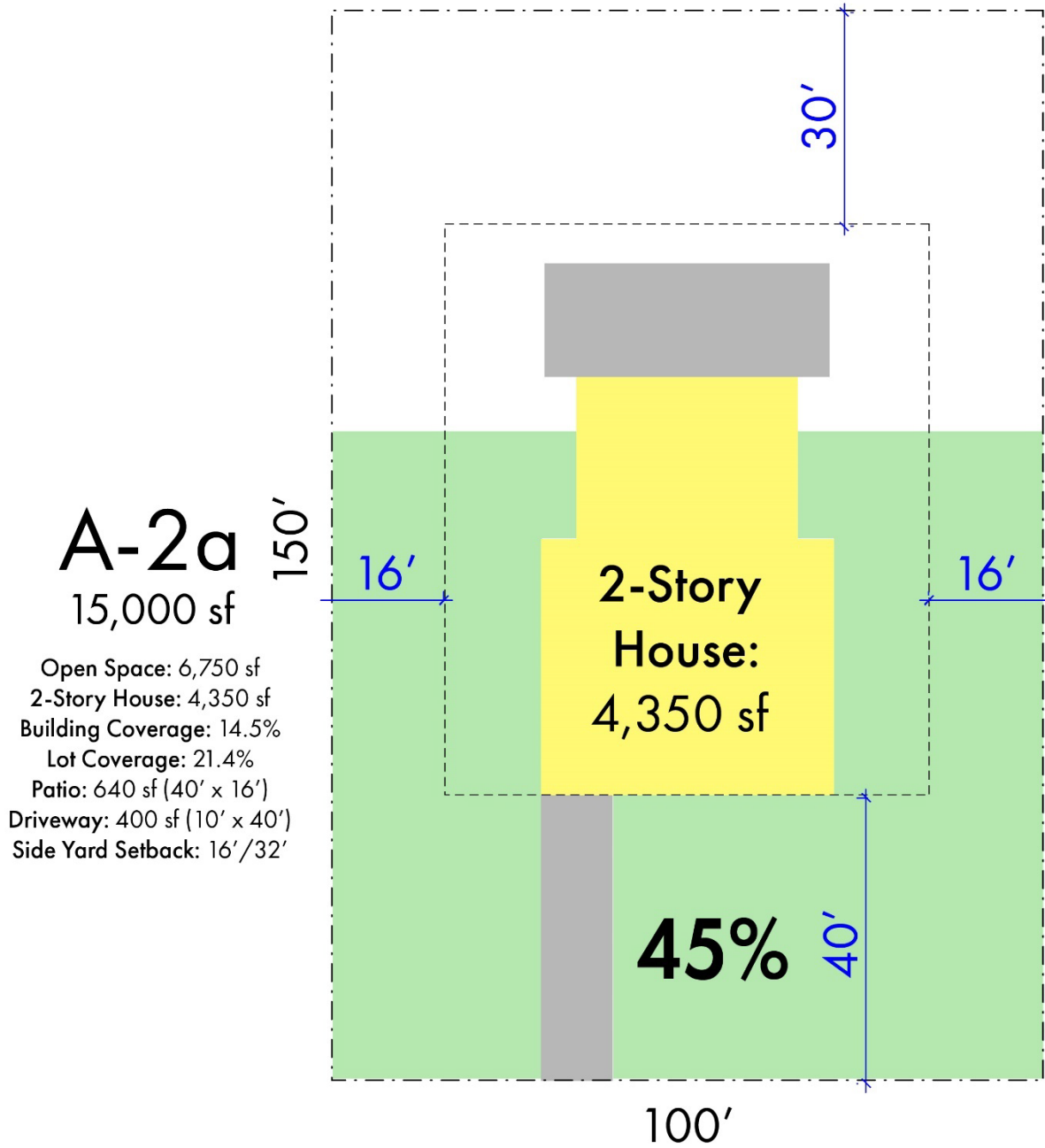
# BFJ Planning

Figure 5: Open Space Requirement Diagram (A-3 District)



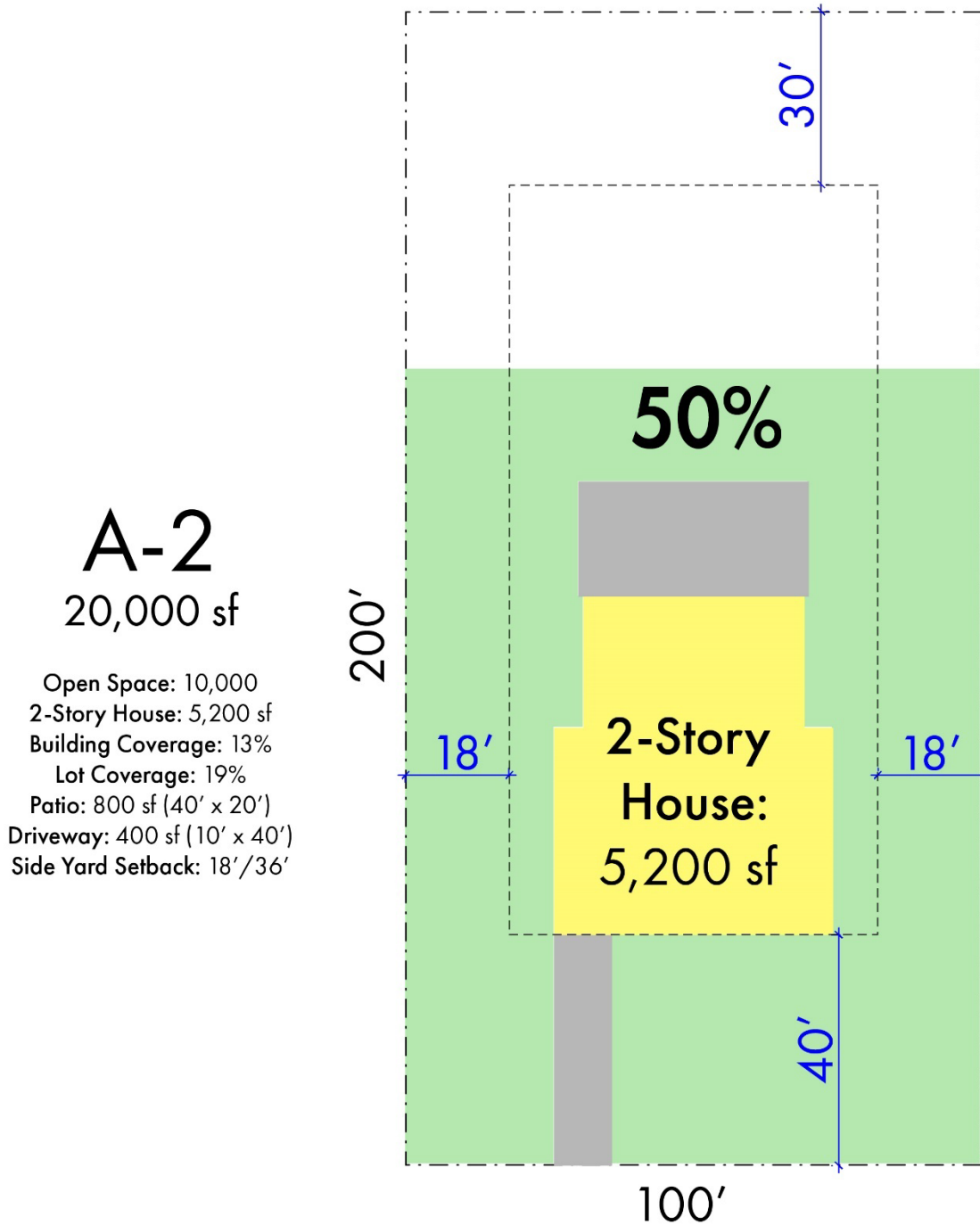
# BFJ Planning

Figure 6: Open Space Requirement Diagram (A-2a District)



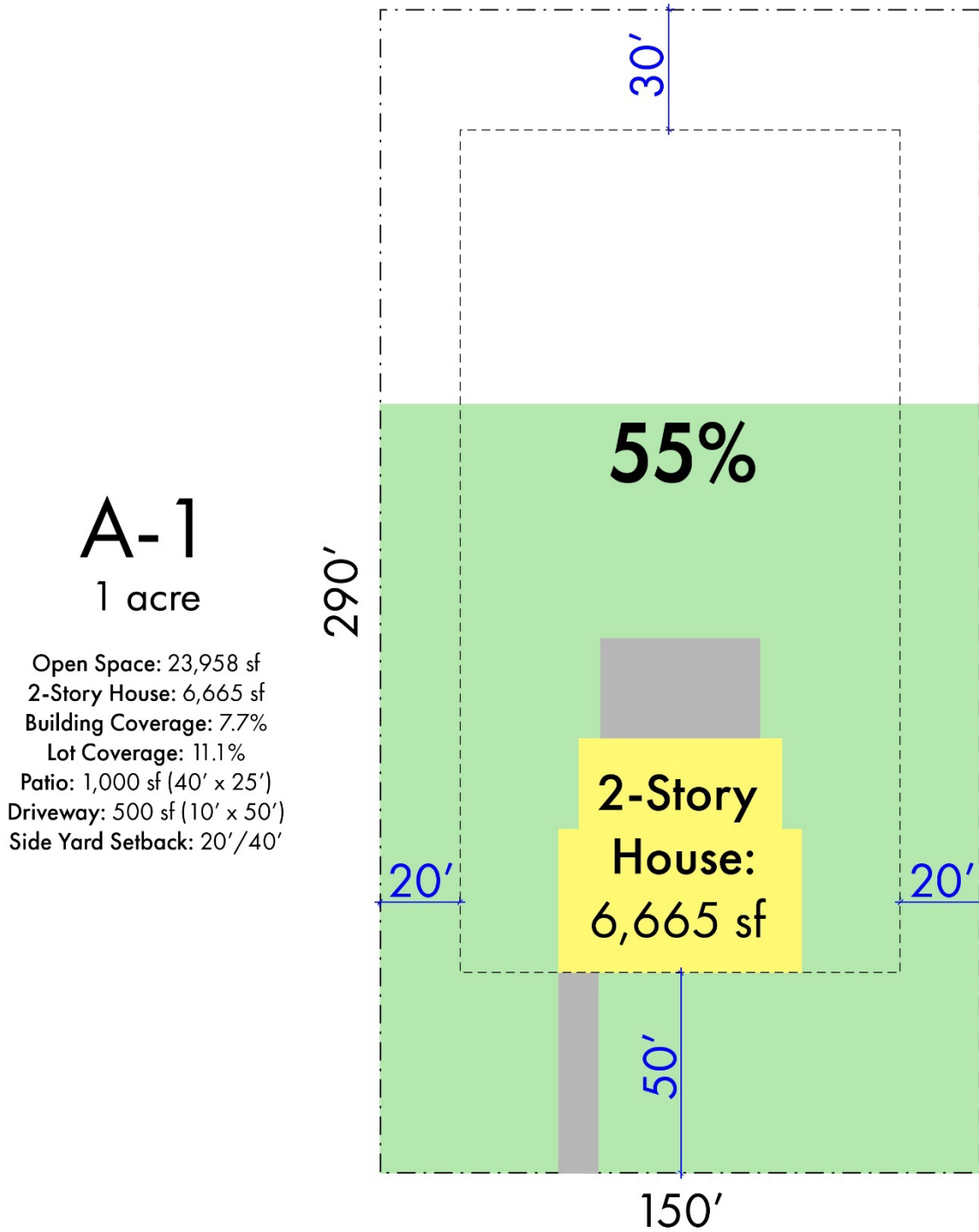
# BFJ Planning

Figure 7: Open Space Requirement Diagram (A-2 District)



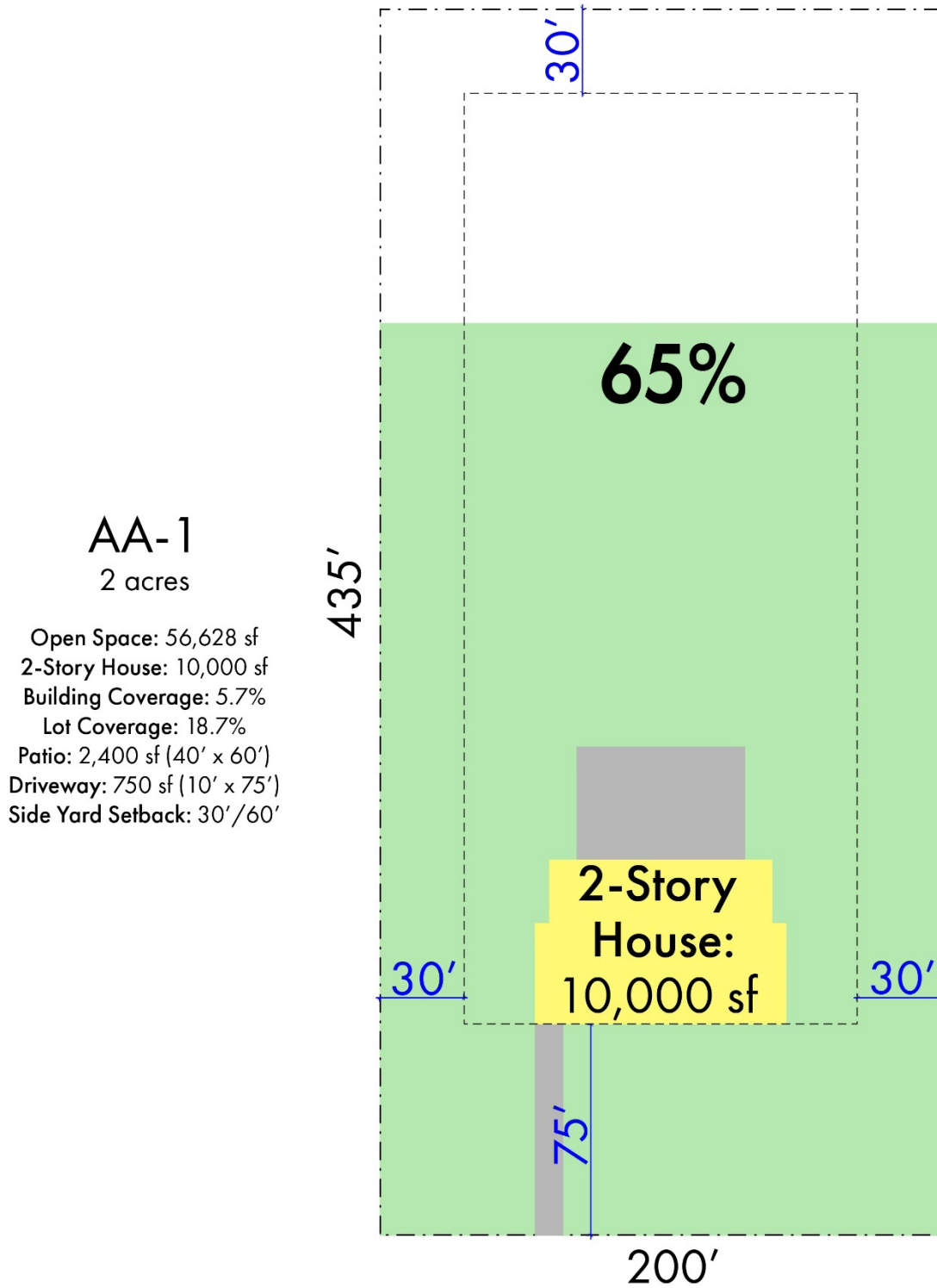
# BFJ Planning

Figure 8: Open Space Requirement Diagram (A-1 District)



# BFJ Planning

Figure 9: Open Space Requirement Diagram (AA-1 District)



# BFJ Planning

## 3. Setbacks

### Side Yard Setbacks

Increasing side yard setbacks is a key mechanism for both increasing open space and decreasing the appearance of area and bulk. Therefore, we recommend increasing the minimum side yard setback for homes within the A-2, A-2a, A-3, and A-4 districts. The required setback would remain the same for the A-5 district due to the limited availability of space on these lots, while the setbacks in the A-1 and AA-1 districts would also remain the same due to the already restrictive distances in place.

**Table 3: Proposed Side Yard Setbacks for Homes**

Zoning District	Existing Side Yard Setbacks (min. / total)	Proposed Side Yard Setbacks (min. / total)
A-5: 5,000 sf min.	10 feet / 20 feet	(no change)
A-4: 7,500 sf min.	10 feet / 20 feet	10 feet / 22 feet
A-3: 10,000 sf min.	10 feet / 20 feet	12 feet / 24 feet
A-2a: 15,000 sf min.	15 feet / 30 feet	16 feet / 32 feet
A-2: 20,000 sf min.	15 feet / 30 feet	18 feet / 36 feet
A-1: 1 acre	20 feet / 40 feet	(no change)
AA-1: 2 acres	30 feet / 60 feet	(no change)

### Accessory Buildings

We recommend increasing the rear yard setback for accessory buildings within the A-5 and A-4 districts to 4 feet, and creating a gradual increase in side yard setbacks for accessory buildings within the A-5, A-4, A-3, A-2a, A-2, and A-1 districts. We also recommend removing the clause “other than a private garage” from § 310-47, and replacing it with the line: “Any accessory building, except as set forth in § 310-48, shall be set back from the rear lot line at least...” This change would mean that private garages would be treated the same as other accessory buildings and require side and rear setbacks. The existing and proposed side and rear yard setbacks for accessory buildings in the Residence A Districts are shown in Table 4 (§ 310-47 and § 310-51).

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**Table 4: Proposed Rear and Side Yard Setbacks for Accessory Buildings**

Zoning District	Existing Rear Setbacks for Accessory Buildings	Existing Side Yard Setbacks for Accessory Buildings	Proposed Rear Yard Setbacks for Accessory Buildings	Proposed Side Yard Setbacks for Accessory Buildings
A-5: 5,000 sf min.	3 feet (but not less than 4 feet if the walls have a combustibile surface)	3 feet (but not less than 4 feet if the walls have a combustibile surface)	4 feet	4 feet
A-4: 7,500 sf min.	3 feet (but not less than 4 feet if the walls have a combustibile surface)	3 feet (but not less than 4 feet if the walls have a combustibile surface)	4 feet	6 feet
A-3: 10,000 sf min.	5 feet	5 feet	(no change)	8 feet
A-2a: 15,000 sf min.	5 feet	10 feet	(no change)	10 feet
A-2: 20,000 sf min.	5 feet	10 feet	(no change)	12 feet
A-1: 1 acre	10 feet	10 feet	(no change)	14 feet
AA-1: 2 acres	15 feet	20 feet	(no change)	(no change)

## Change in Accessory Building Use

In recent years, some property owners have changed existing accessory structures into a more intensive use, i.e., from a garage to a pool house, which does not require additional approvals. The Village has received some complaints on this issue. We recommend adding a clarifying line to the Zoning Ordinance: “A change in the use of an Accessory Structure may require a Building Permit but shall not require approvals or permits from land use boards provided the new use is not inhabited or used for dwelling purposes and the footprint and height of the accessory structure is not increased.”

## **4. Floor Area Ratio (FAR)**

We recommend slightly decreasing the maximum FAR for lots with decimal points in the ten thousandths place. This would both simplify the FAR calculations, as well as slightly lower the maximum residential gross floor area permitted. The study has previously discussed alternative approaches to reducing FAR, such as including all basements as residential floor area. However, we are not recommending any definitional changes to FAR, as it could have unintended consequences, such as expanding building footprints and creating significant numbers of nonconforming structures. We also recommend continuing the FAR table through lot sizes of 88,000 SF to capture 2-acre lots in the AA-1 Zoning District. Based on these calculations, we recommend applying the FAR of 0.142 for all lots equal to or greater than 88,000 SF. Table 5 shows a comparison between existing maximum FAR and proposed maximum FAR across lot sizes.

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**Table 5: Proposed Table of Maximum Floor Area Ratio (FAR)**

Lot Size (SF)	Maximum FAR	Resulting Gross Residential Floor Area (SF)	Proposed Maximum FAR	Proposed New Gross Residential Floor Area (SF)
3,000	0.4300	1,290	0.430	1,290
4,000	0.4300	1,720	0.430	1,720
5,000	0.4300	2,150	0.430	2,150
6,000	0.4140	2,484	0.410	2,460
7,000	0.3980	2,786	0.390	2,730
8,000	0.3820	3,056	0.380	3,040
9,000	0.3660	3,294	0.360	3,240
10,000	0.3500	3,500	0.350	3,500
11,000	0.3380	3,718	0.330	3,630
12,000	0.3260	3,912	0.320	3,840
13,000	0.3140	4,082	0.310	4,030
14,000	0.3020	4,228	0.300	4,200
15,000	0.2900	4,350	0.290	4,350
16,000	0.2840	4,544	0.280	4,480
17,000	0.2780	4,726	0.270	4,590
18,000	0.2720	4,896	0.270	4,860
19,000	0.2660	5,054	0.260	4,940
20,000	0.2600	5,200	0.260	5,200
21,000	0.2540	5,334	0.250	5,250
22,000	0.2480	5,456	0.240	5,280
23,000	0.2420	5,566	0.240	5,520
24,000	0.2360	5,664	0.230	5,520
25,000	0.2300	5,750	0.225	5,625
26,000	0.2240	5,824	0.220	5,720
27,000	0.2180	5,886	0.215	5,805
28,000	0.2120	5,936	0.210	5,880
29,000	0.2060	5,974	0.205	5,945
30,000	0.2000	6,000	0.200	6,000
31,000	0.1955	6,061	0.195	6,045
32,000	0.1910	6,112	0.190	6,080

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Lot Size (SF)	Maximum FAR	Resulting Gross Residential Floor Area (SF)	Proposed Maximum FAR	Proposed New Gross Residential Floor Area (SF)
33,000	0.1865	6,155	0.185	6,105
34,000	0.1820	6,188	0.180	6,120
35,000	0.1775	6,213	0.175	6,125
36,000	0.1745	6,282	0.173	6,228
37,000	0.1715	6,346	0.170	6,290
38,000	0.1685	6,403	0.167	6,346
39,000	0.1655	6,455	0.163	6,357
40,000	0.1625	6,500	0.160	6,400
41,000	0.1605	6,581	0.160	6,560
42,000	0.1585	6,657	0.157	6,594
43,000	0.1565	6,730	0.155	6,665
44,000	0.1545	6,798	0.153	6,732
45,000	0.1525	6,863	0.150	6,750
46,000	0.1510	6,946	0.150	6,900
47,000	0.1495	7,027	0.147	6,909
48,000	0.1480	7,104	0.145	6,960
49,000	0.1465	7,179	0.143	7,007
50,000	0.1450	7,250	0.143	7,150
51,000	0.1450	7,395	0.143	7,293
52,000	0.1450	7,540	0.143	7,436
53,000	0.1450	7,685	0.143	7,579
54,000	0.1450	7,830	0.143	7,722
55,000	0.1450	7,975	0.143	7,865
56,000	0.1450	8,120	0.143	8,008
57,000	0.1450	8,265	0.143	8,151
58,000	0.1450	8,410	0.143	8,294
59,000	0.1450	8,555	0.143	8,437
60,000	0.1450	8,700	0.143	8,580
61,000	0.1450	8,845	0.143	8,723
62,000	0.1450	8,990	0.143	8,866
63,000	0.1450	9,135	0.143	9,009
64,000	0.1450	9,280	0.143	9,152

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Lot Size (SF)	Maximum FAR	Resulting Gross Residential Floor Area (SF)	Proposed Maximum FAR	Proposed New Gross Residential Floor Area (SF)
65,000	0.1450	9,425	0.143	9,295
66,000	0.1450	9,570	0.143	9,438
67,000	0.1450	9,715	0.143	9,581
68,000	0.1450	9,860	0.143	9,724
69,000	0.1450	10,005	0.143	9,867
70,000	0.1450	10,150	0.143	10,010
71,000	0.1450	10,295	0.143	10,153
72,000	0.1450	10,440	0.143	10,296
73,000	0.1450	10,585	0.143	10,439
74,000	0.1450	10,730	0.143	10,582
75,000	0.1450	10,875	0.143	10,725
76,000	0.1450	11,020	0.143	10,868
76,230	0.1450	11,053	0.143	10,901
76,000	0.145	11,020	0.143	10,868
77,000	No Maximum	No Maximum	0.143	11,011
78,000	No Maximum	No Maximum	0.143	11,154
79,000	No Maximum	No Maximum	0.142	11,218
80,000	No Maximum	No Maximum	0.142	11,360
81,000	No Maximum	No Maximum	0.142	11,502
82,000	No Maximum	No Maximum	0.142	11,644
83,000	No Maximum	No Maximum	0.142	11,786
84,000	No Maximum	No Maximum	0.142	11,928
85,000	No Maximum	No Maximum	0.142	12,070
86,000	No Maximum	No Maximum	0.142	12,212
87,000	No Maximum	No Maximum	0.142	12,354
88,000+	No Maximum	No Maximum	0.142	As per calculation

# BFJ Planning

## Reduce FAR Incentive

The existing Zoning Ordinance allows a side yard setback FAR incentive (§ 310-104):

- A. *“In all Residence A Zones, except the AA-1 Zone, for each additional foot that a house is set back beyond the minimum required side yard setback, an additional 100 square feet of floor area above the maximum permitted FAR on that lot as per § 310-102 shall be permitted.*
- B. *The maximum bonus shall be 280 square feet for lots located in the A-4 and A-5 Residential Zones, 490 square feet for lots located in the A-2, A-2a, and A-3 Residential Zones and 840 square feet for lots located in the A-1 Residential Zone.”*

We recommend slightly reducing this side yard setback FAR incentive to both minimize the appearance of bulk as well as decrease the amount of impervious surfaces. The proposed FAR incentive was determined by comparing Scarsdale’s maximum allowed square footage with surrounding communities. Table 6 shows the proposed FARs in Scarsdale by district, the existing maximum FAR incentive, and the proposed maximum FAR incentive.

**Table 6: Scarsdale Proposed Side Yard Setback FAR Incentive**

Zoning District	Lot Size (SF)	Proposed Max. FAR	Proposed Max. Gross Residential Floor Area without Incentive (SF)	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Existing Incentive (SF)	Scarsdale Proposed Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)
A-5	5,000	0.430	2,150	280	2,430	100	2,250
A-4	7,500	0.390	2,925	280	3,205	200	3,125
A-3	10,000	0.350	3,500	490	3,990	200	3,700
A-2a	15,000	0.290	4,350	490	4,840	400	4,750
A-2	20,000	0.260	5,200	490	5,690	400	5,600
A-1	43,560 (1 acre)	0.155	6,752	840	7,592	800	7,552
AA-1	8,7120 (2 acres)	Incentive does not apply in the AA-1 zone					

### Data from surrounding communities.

The floor area definition and ratios in the Village of Bronxville, the City of Rye, and the Town of Mamaroneck were examined to provide guidance on selecting the side yard setback FAR incentive. See Appendix B for these comparisons.

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## 5. Impervious Surfaces

According to § 310-21, lot area coverage is defined as:

*“The percentage of the area of a lot, as defined in § 310-14, which may be covered by structures, buildings and impervious surfaces.”*

The definition of impervious surfaces (§ 310-21) currently includes paved driveways and paved patios. We suggest expanding the definition of impervious surfaces to include porous asphalt and gravel. Both materials require frequent maintenance to ensure their permeability, and typically become impervious over time. Therefore, we suggest that driveways composed of gravel and porous asphalt should be counted as lot coverage. There is an option to use an alternative material, such as permeable pavers, that could count as a pervious surface (see Figure 10). We defer to the Building Inspector and Village Engineer to determine which porous pavers are deemed pervious for this definition.

**Figure 10: Example of Permeable Pavers**



## 6. Coverage

In the current Zoning Ordinance, the maximum permitted impervious surface and building coverage is listed in a table as a formula of square footage based on lot area (§ 310-22). To make this information more easily understandable, we suggest listing the permitted impervious surface and building coverage as percentages for each zoning district instead of a formula. The existing coverage percentages listed in Table 7 were calculated by the Village’s Planning Department. We recommend rounding down any maximum permitted building coverage percentages with decimals to simplify the process and decrease permitted coverage slightly. We also recommend multiplying each percentage per zoning district by the actual square footage of the lot to produce a maximum permitted coverage amount proportional to each lot size.

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**Table 7: Proposed Maximum Permitted Coverage**

The existing coverage percentages listed in Table 7 were calculated by the Village’s Planning Department.

Zoning District	Existing Max. Coverage Permitted for All Structures and Impervious Surfaces on the Lot	Existing Max. Permitted Coverage for All Buildings on the Lot	Proposed Max. Permitted Coverage for All Buildings on the Lot
A-5: 5,000 sf min.	45%*	30.00%	(no change)*
A-4: 7,500 sf min.	40%*	28.00%	(no change)*
A-3: 10,000 sf min.	40%*	25.00%	(no change)*
A-2a: 15,000 sf min.	35%*	20.67%	20%*
A-2: 20,000 sf min.	30%*	18.50%	18%*
A-1: 1 acre	30%*	10.66%	10%*
AA-1: 2 acres	20%*	7.33%	7%*

*\*All percentages should be multiplied by the actual lot size to determine maximum permitted coverage*

Chapter 310, Section 23, “Permitted coverages in freshwater wetlands and freshwater wetlands controlled areas,” defines the maximum coverage ratio permitted for residential purposes in any Residence A Districts. This section similarly lists maximum coverage by formula, rather than percentages for each zoning district. We recommend simplifying this table to include percentages for each zoning district. The proposed percentages decrease gradually as lot size increases and are intended to be more restrictive than those listed in the previous section. Once again, all percentages should be multiplied by the actual lot size to determine the maximum permitted coverage for each lot.

**Table 8: Proposed Maximum Coverage in Freshwater Wetlands and Freshwater Wetlands Controlled Areas**

Zoning District	Existing Max. Coverage Permitted for All Structures and Impervious Surfaces on the Lot	Proposed Maximum Coverage Permitted for All Structures and Impervious Surfaces on the Lot
A-5: 5,000 sf min.	30%	30%*
A-4: 7,500 sf min.	30%	28%*
A-3: 10,000 sf min.	2,250 square feet, plus 16.7% of lot area in excess of 7,500 square feet	26%*
A-2a: 15,000 sf min.	2,670 square feet, plus 16.7% of lot area in excess of 10,000 square feet	23%*
A-2: 20,000 sf min.	3,500 square feet, plus 10% of lot area in excess of 15,000 square feet	20%*
A-1: 1 acre	4,000 square feet, plus 20% of lot area in excess of 20,000 square feet	16%*
AA-1: 2 acres	8,750 square feet, plus 6.7% of lot area in excess of 43,560 square feet	12%*

*\*All percentages should be multiplied by the actual lot size to determine maximum permitted coverage*

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## 7. Height in the AA-1 District

According to § 310-25, “no residential building shall exceed 32 feet in height.” Due to this height requirement, homes in larger zoning districts may be unable to create proper pitched roofs in proportion to the size of the home. This can lead to a loss of architectural quality with a “squat” roof. To address this issue, we recommend using a “Sky Exposure Plane” approach for the largest zoning district, AA-1 (2 acres). The maximum height in all other districts would stay the same at 32 feet.

The Sky Exposure Plane approach would incentivize setting houses back farther from the property line by allowing a slightly higher maximum height. The maximum height in the AA-1 would be 36 feet. Figure 11 demonstrates a potential home on level ground with a setback of 75 feet and a height of 36 feet in the AA-1 district. In this case, due to the level ground, the property owner would have to set back their home approximately an additional 9 feet to reach the maximum height. Figure 12 demonstrates the sky exposure plane if the ground level declines from the street by 14 feet. In this case, the 36 feet could be achieved with no additional setback beyond the required 75 feet. However, Figure 13 demonstrates a scenario in which the ground level increases toward the home (i.e., the building is set on a hillside). In this case, the house would need to be set back an additional 18 feet to reach the maximum height of 36 feet. In all cases, the front yard setback of 75 feet requirement must be met. We also recommend that the Planning Board, in the review of any Sky Exposure Plane application, may refer any such application to technical professionals for review if deemed appropriate.

Figure 11: AA-1 District Sky Exposure Plan Analysis- Level Site

## Village of Scarsdale | Residential Sky Exposure Plane Analysis (AA-1 Zoning District) – Level Site

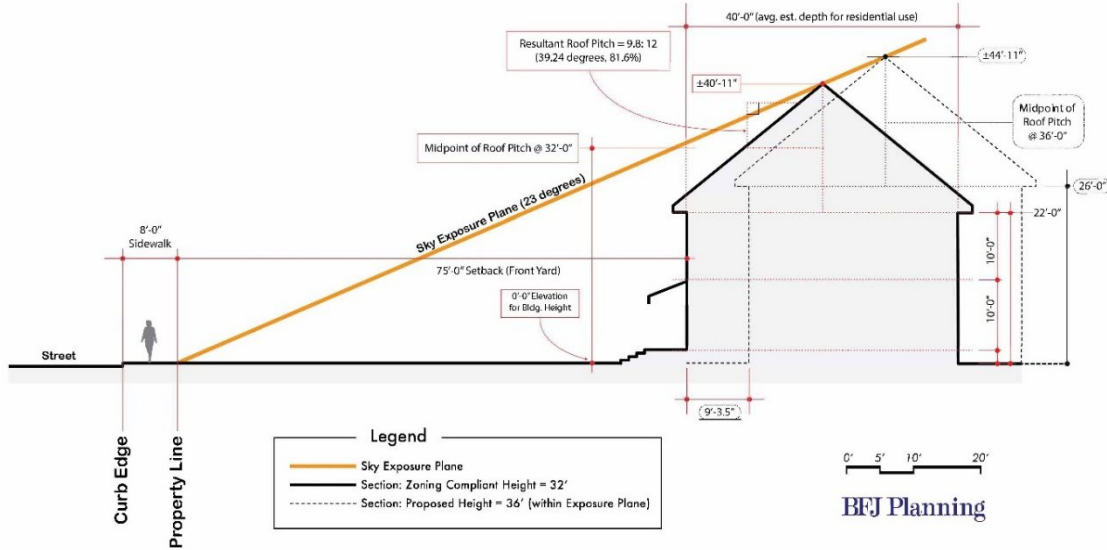


Figure 12: AA-1 District Sky Exposure Plan Analysis- Elevation Decline

## Village of Scarsdale | Residential Sky Exposure Plane Analysis (AA-1 Zoning District) – Site with 4'- 0" elevation decline

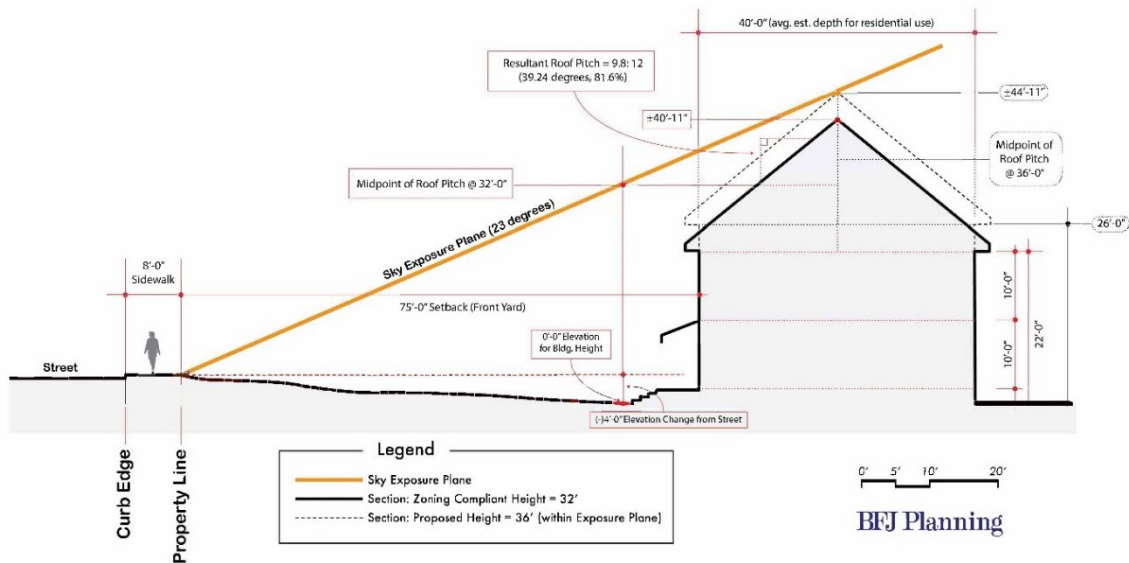
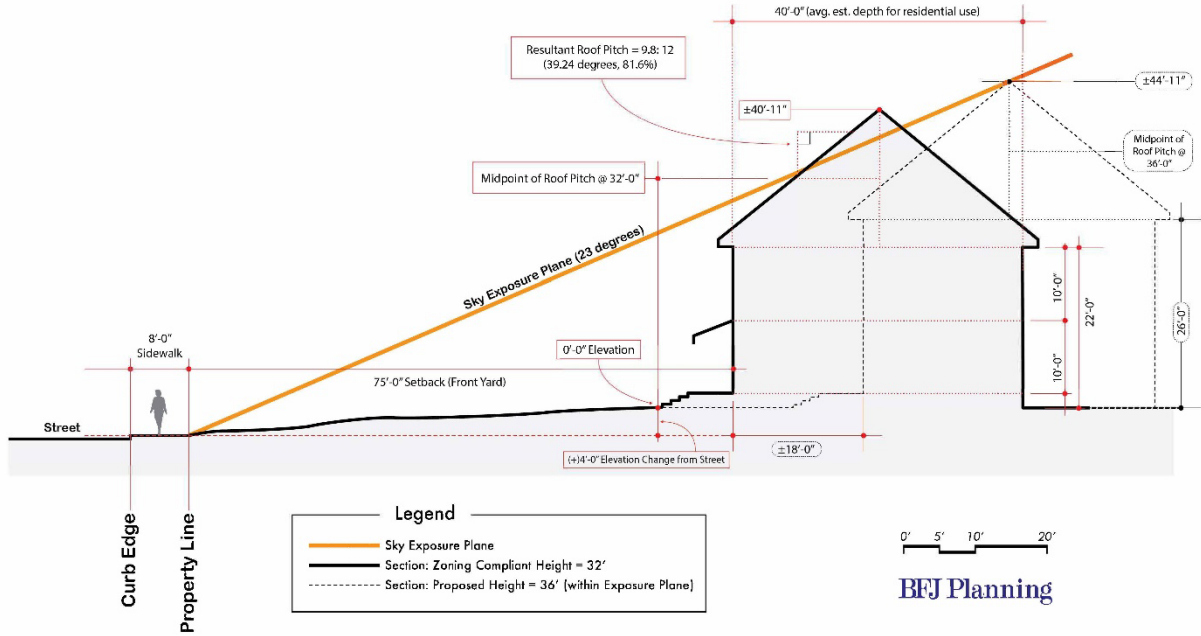


Figure 13: AA-1 District Sky Exposure Plan Analysis- Elevation Incline

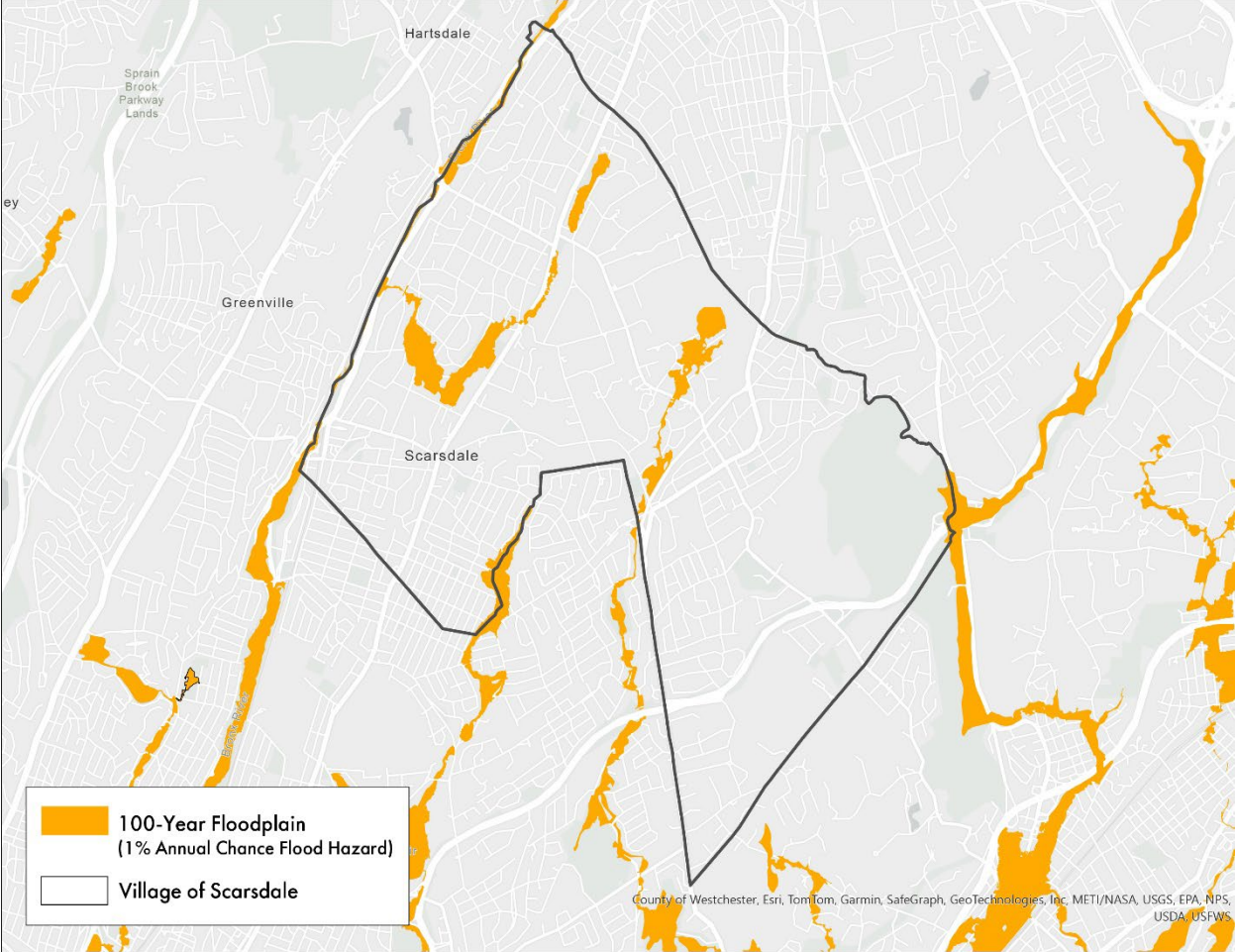
## Village of Scarsdale | Residential Sky Exposure Plane Analysis (AA-1 Zoning District) – Site with 4'-0" elevation incline



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## Appendix A: FEMA Special Flood Hazard Area (SFHA) in Scarsdale



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## Appendix B: FAR Comparison

The surrounding communities selected for comparison are the Village of Bronxville, City of Rye, and Town of Mamaroneck. It is important to note that each community's zoning code defines floor area slightly differently. These three comparison communities were selected due to similar provisions on the exclusion of basements from FAR. Each comparison table notes the community's specific exemptions. Scarsdale's Zoning Code § 310-103 exempts the following from FAR in Residence A Zones:

- A. *Decks, patios, unenclosed porches and porticoes.*
  - (1) *All space in unroofed structures such as decks and patios shall be excluded from the calculation of FAR.*
  - (2) *All space in unenclosed porches and porticoes shall be excluded from the calculation of FAR. For the purpose of FAR calculation, "unenclosed" shall mean those porches or porticoes that are open and not permanently, seasonally or temporarily enclosed as defined in § 310-101.*
- B. *Basements, cellars and basement garages. That portion of the floor area of the basement, cellar or basement garage where the exposed exterior wall or walls facing the front yard is less than three feet as measured from the existing or proposed grade, whichever is lower, shall be excluded from the calculation of FAR. All the remaining portions of the floor area of basements, cellars or basement garages, where the height of the exterior exposed wall or walls facing the front yard is three feet or more as measured from the existing or proposed grade, whichever is lower, shall be included in the FAR.*
- C. *Attics or space under a sloping roof.*
  - (1) *All unfinished or finished space in an attic or under a sloping roof which has no dormers facing the front, side, or rear yards, or which has dormers or dormered porticoes that do not exceed the following dimensions, shall be excluded from the calculation of FAR:*
    - (1) *For dormers facing the front or side yards, where the exterior width of such dormers does not exceed 30% of the exterior linear width of the roof upon which they are situated. The exterior linear width of the roof shall be measured from end to end at the widest point of the roof.*
    - (2) *For each of those dormers which face the rear yard, where the distance between the side walls of the underlying story and the side wall of the dormer is greater than five feet.*
  - (2) *Where the dimensions of one or more dormers exceed one or both of the standards under § 310-103C above, the total area in the attic or under the sloping roof shall be included in calculation of FAR, except as provided for in § 310-103C(3) below.*
  - (3) *That portion of unfinished or finished space in an attic or under a sloping roof where the distance between the floor and ceiling is less than four feet shall be excluded from the calculation of FAR.*
- D. *Garages.*
  - (1) *On lots measuring 9,999 square feet or less, the lesser of a) 250 square feet or b) the total floor area within garages (measured only on the level of the garages where cars are to be parked), either detached or attached to the principal structure, shall be excluded from the calculation of the FAR.*
  - (2) *On lots measuring 10,000 square feet or more, the lesser of a) 400 square feet or b) the total floor area within garages (measured only on the level of the garages where cars are to be parked), either detached or attached to the principal structure, shall be excluded from the calculation of the FAR.*
  - (3) *Notwithstanding the above, this Subsection D shall not apply to basement garages.*

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**Table 7: Scarsdale and Village of Bronxville<sup>1</sup> FAR Comparison**

Lot Size (SF)	Scarsdale Proposed Max. FAR	Scarsdale Proposed Max. Gross Residential Floor Area (SF)	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)	Bronxville Max. FAR	Bronxville Max. Gross Residential Floor Area (SF)	Scarsdale Proposed Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)
5,000	0.430	2,150	280	2,430	0.470	2,350	100	2,250
7,500	0.390	2,925	280	3,205	0.430	3,225	200	3,125
10,000	0.350	3,500	490	3,990	0.37	3,700	200	3,700
15,000	0.290	4,350	490	4,840	0.320	4,800	400	4,750
20,000	0.260	5,200	490	5,690	0.270	5,400	400	5,600
43,560 (1 acre)	0.155	6,752	840	7,592	0.190	8,276.4	800	7,552

**Table 8: Scarsdale and City of Rye<sup>2</sup> FAR Comparison**

Lot Size (SF)	Scarsdale Proposed Max. FAR	Scarsdale Proposed Max. Gross Residential Floor Area (SF)	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)	Rye Max. FAR	Rye Max. Gross Residential Floor Area (SF)	Scarsdale Proposed Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)
5,000	0.430	2,150	280	2,430	0.450	2,250	100	2,250
7,500	0.390	2,925	280	3,205	0.350	2,625	200	3,125
10,000	0.350	3,500	490	3,990	0.300	3,000	200	3,700
15,000	0.290	4,350	490	4,840	0.250	3,750	400	4,750
20,000	0.260	5,200	490	5,690	0.250	5,000	400	5,600
43,560 (1 acre)	0.155	6,752	840	7,592	0.150	6,534	800	7,552

<sup>1</sup> Village of Bronxville Zoning Code § 310-22(E):

*“The following shall be excluded from the calculation of floor area:*

- a) *The aggregate area of all unroofed structures such as decks and patios and all spaces in unenclosed porches and porticos, except that existing unenclosed porches may be enclosed and the enclosed area excluded from the FAR calculation, provided that the exterior walls of the unenclosed porch and the walls of the dwelling to which the porch is attached are not relocated closer to the lot lines of the subject property than the existing unenclosed porch.*
- b) *The aggregate area of any cellar, regardless of its use, unless it is defined as a "story," or of any basement unless it is defined as a "story." See "basement" definition.*
- c) *The aggregate area, up to a maximum of 400 square feet, of grade-level garage parking (whether attached or detached) or basement-level parking.”*

<sup>2</sup> City of Rye Zoning Code § 197-43.2(C)

*“Twenty-five percent of the basement floor area shall be included in the computation of gross floor area only where the preexisting grade (as defined in § 197-1) abutting the exterior of the basement wall has been reduced by more than three feet to create an exposed wall more than seven feet in height and five feet in width.”*

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**Table 9: Scarsdale and Town of Mamaroneck<sup>3</sup> FAR Comparison**

Lot Size (SF)	Scarsdale Proposed Max. FAR	Scarsdale Proposed Max. Gross Residential Floor Area (SF)	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)	Mamaroneck Max. FAR	Mamaroneck Max. Gross Residential Floor Area (SF)	Scarsdale Proposed Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)
5,000	0.430	2,150	280	2,430	0.550	2,750	100	2,250
7,500	0.390	2,925	280	3,205	0.520	3,900	200	3,125
10,000	0.350	3,500	490	3,990	0.430	4,300	200	3,700
15,000	0.290	4,350	490	4,840	0.334	5,010	400	4,750
20,000	0.260	5,200	490	5,690	0.281	5,620	400	5,600
43,560 (1 acre)	0.155	6,752	840	7,592	.19695	8,579.14	800	7,552

**Table 10: Summary of Scarsdale FAR Comparison**

Lot Size (SF)	Existing Scarsdale Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)	Bronxville Max. FAR	Bronxville Max. Gross Residential Floor Area (SF)	Rye Max. FAR	Rye Max. Gross Residential Floor Area (SF)	Mamaroneck Max. FAR	Mamaroneck Max. Gross Residential Floor Area (SF)	Scarsdale Proposed Max. Incentive (SF)	Scarsdale Proposed Max. Gross Residential Floor Area + Incentive (SF)
5,000	280	2,430	0.470	2,350	0.450	2,250	0.550	2,750	100	2,250
7,500	280	3,205	0.430	3,225	0.350	2,625	0.520	3,900	200	3,125
10,000	490	3,990	0.37	3,700	0.3	3,000	0.43	4,300	200	3,700
15,000	490	4,840	0.320	4,800	0.250	3,750	0.334	5,010	400	4,750
20,000	490	5,690	0.270	5,400	0.250	5,000	0.281	5,620	400	5,600
43,560 (1 acre)	840	7,592	0.190	8,276	0.150	6,534	.19695	8,579.14	800	7,552

<sup>3</sup>Town of Mamaroneck Zoning Code § 240-59.1 (A)

Definition of Total Square Footage:

*“The aggregate floor area of all of the buildings on a lot, exclusive of the aggregate floor area of any basements, regardless of their use.”*

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

**VILLAGE OF SCARSDALE  
BOARD OF TRUSTEES**

**A LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE  
CONCERNING LAND USE REGULATIONS**

A LOCAL LAW to amend Scarsdale Village Code Chapters 132, 251 and 310 concerning Building Construction and Fire Prevention, Site Plan Review and Zoning, respectively.

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

**Section 1.** Legislative Intent.

On January 9, 2024, the Scarsdale Board of Trustees enacted a six-month moratorium on the acceptance, consideration, and approval of certain land use applications, such as applications for subdivisions, demolitions, building permits, site plan approval, and special permits. The moratorium was enacted due to the pervasive adverse impacts caused by new single-family developments, including but not limited to the loss of the architectural and historic qualities and scale that helps define the fabric of the Village's residential neighborhoods as well as concerns about negative environmental impacts such as increased flooding, and the destruction of mature trees and natural habitat.

This local law is the result of months of the Village identifying and studying possible ways to mitigate or avoid the deleterious impacts of the aforementioned development activities.

**Section 2.** Authority.

The Scarsdale Board of Trustees is authorized and empowered to adopt this local law pursuant to Article IX of the New York State Constitution, New York State Municipal Home Rule Law and the authority conferred upon the Board of Trustees under Article 7 of the New York State Village Law to regulate land use and zoning within its jurisdiction.

**Section 3.** Chapter 132 of the Code of the Village of Scarsdale, Article VI – Certificate of Use and Occupancy, is hereby amended as follows:

Article VI **Certificate of Use and Occupancy**

...

§ 132-60.1 Required for residential site plan approval.

No certificate of occupancy shall be issued for any residential construction which received site plan approval from the Planning Board unless a final survey prepared by a New York State licensed surveyor including topography, has been provided, along with a certification signed by the licensed architect or engineer and property owner, that all construction was performed in accordance with the approved site plan. To the extent there are any modifications from the approved site plan, justification must be provided along with written verification from the Village staff that the modification did not require site plan amendment and was approved by the Village Engineer or Building Inspector. The Final Certificate of Occupancy shall not be issued until the Village Engineer and Building Inspector have reviewed and approved the final survey.

**Section 4.** Chapter 251 entitled “Site Plan Review” of the Code of the Village of Scarsdale, is hereby amended as follows:

§ 251-1 ~~Site plan and approval required; review procedures.~~

- A. Whenever any nonresidential building or any multifamily dwelling is proposed to be erected or enlarged or altered or whenever any dwelling or other structure is proposed to be erected, enlarged or altered on a lot at a distance from the street or on a lot approved by the Planning Board under the provisions of § 7-738 of the Village Law, a site plan for such building shall be submitted to the Planning Board for review and approval, approval with modifications or disapproval. No building permit shall be issued except in conformity with a site plan approved by the Planning Board.
- B. Whenever any land-disturbing activity within the adjoining property buffer area, as defined in § 254-4, is proposed, a site plan shall be submitted to the Planning Board pursuant to § 254-10.1 for review and approval, approval with modifications or disapproval. No building permit shall be issued except in conformity with a site plan approved by the Planning Board.
- ~~C. In considering and approving site plans, the Planning Board shall hold public hearings and may impose appropriate conditions and safeguards with respect to parking, means of access, impact on streets and traffic, screening, signs, landscaping, architectural features, location and dimensions of buildings, setbacks, impact of the proposed use on adjacent land uses, conformity with the Village's Comprehensive Plan and such other elements as may reasonably be related to the health, safety and general welfare of~~

the community. Whenever any site disturbance, as defined in § 310-2 of this Code, exceeds the thresholds set forth in § 251-1C(1) below, a site plan shall be submitted to the Planning Board for review and approval, approval with modifications or disapproval. No building permit shall be issued except in conformity with a site plan approved by the Planning Board.

(1) Site disturbance thresholds for site plan review in the following zoning districts shall be as follows:

<u>Zoning District</u>	<u>Thresholds for Site Plan Review</u>
<u>A-5: 5,000 sf min.</u>	<u>50%</u>
<u>A-4: 7,500 sf min.</u>	<u>45%</u>
<u>A-3: 10,000 sf min.</u>	<u>40%</u>
<u>A-2a: 15,000 sf min.</u>	<u>40%</u>
<u>A-2: 20,000 sf min.</u>	<u>35%</u>
<u>A-1: 1 acre</u>	<u>30%</u>
<u>AA-1: 2 acres</u>	<u>30%</u>

(2) The following activities are exempt from the site disturbance thresholds set forth in § 215-1C(1) above.

- (a) Repairs to any stormwater management practice or facility deemed necessary by the Village Engineer;
- (b) Routine landscaping maintenance activity in areas that have already been cultivated;
- (c) Repair in-kind or repaving of existing walls, driveways, patios, walkways, tennis courts, and swimming pools, provided the parcel is not regraded in the process; and
- (d) Emergency activity necessary to protect life, property, or natural resources.

D. For any property located within a Special Flood Hazard Area (SFHA), as identified in Flood Insurance Rate Maps (FIRMs) and/or Flood Hazard Boundary Maps (FHBM) published by the Federal Emergency Management Agency (FEMA), a site plan shall be submitted to the Planning Board for review and approval, approval with modifications

or disapproval. No building permit shall be issued except in conformity with a site plan approved by the Planning Board.

E. For any corner lot within a residential zoning district, where a newly constructed home is proposed, a site plan shall be submitted to the Planning Board for review and approval, approval with modifications or disapproval. No building permit shall be issued except in conformity with a site plan approved by the Planning Board.

F. The construction or enlargement of any residential property in a Residence A Zoning District with a proposed gross floor area of 15,000 square feet or more shall require site plan approval from the Planning Board.

...

§ 251-5 Content of sSite plan approval for certain residential construction.

~~A. The construction or enlargement of any residential property in a Residence A Zoning District with a proposed gross floor area of 15,000 square feet or more shall require site plan approval from the Planning Board.~~

~~B. All applications for site plan approval under this section shall be accompanied by plans and sketches of the lot(s), premises and buildings in question, showing the location and architectural elevations of the present and proposed buildings or construction. In addition, the application shall be accompanied by such additional information as may be required by the Building Inspector and by the Planning Board rules and regulations, as contained in Chapter A319 of this Code. The provisions of Chapter A319-43 pertaining to application requirements for site plans and special use permits for a nonresidential building or multifamily dwelling shall also be applicable, as appropriate, to site plan applications under this section.~~

The site plan shall be accompanied by the following:

A. A narrative statement detailing the proposed project and site drawing showing the location and dimensions of principal and accessory structures, parking areas, signs (with descriptions), existing and proposed vegetation and other planned features; anticipated changes in the existing topography and natural features; and, where applicable, measures and features to comply with flood hazard and flood insurance regulations and other environmental matters.

B. A sketch map of the area which clearly shows the location of the site with respect to nearby streets, rights-of-way, properties, easements and other pertinent features.

C. Site plan checklist:

(1) Legal data.

- (a) Section, block and lot numbers of the property taken from the latest tax records along with a copy of the most recent property card on file with the Assessor's office.
- (b) Title of the drawing, including the name and address of the applicant and person responsible for preparation of such drawing and the date, and date of revision, if any.
- (c) North arrow, scale and location map drawn to a scale of not less than one inch equals 1,000 feet.
- (d) Survey map accurately reflecting existing conditions and defining precisely the boundaries of the property, setbacks of all structures, location of easements and such other information as required by the Building Inspector or Village Engineer, including a topographical survey. Such survey shall be certified by a New York State licensed land surveyor no more than one year prior to the date of the application.
- (e) The locations, names, and existing widths of adjacent streets, including curblines.
- (f) The location and owners of all adjoining lands as shown on the latest tax records.
- (g) Copies of:
  - i. The deed to the property;
  - ii. All easements; and
  - iii. All existing and proposed deed restrictions or covenants applying to the property, including, but not limited to, covenants and agreements restricting the use and establishing future ownership and maintenance responsibilities for all private roads, recreation, and open space areas.
- (h) Existing and proposed zoning compliance table.
- (i) Any prior land use approvals with respect to the subject property.
- (a)(j) Any other legal agreements, documents or information required by the Planning Board.

(2) Natural features.

- (a) The location of all existing watercourses, intermittent streams, wetland areas and springs.
- (b) Topographic data at a minimum contour interval of two feet, showing existing and proposed contours on the property and a minimum of 25 feet into all adjacent properties.
- (c) Approximate boundaries of any areas subject to flooding or stormwater overflows, including areas of special flood hazard and coastal high-hazard areas.
- (d) Rock outcroppings and areas of steep slope.
- (e) The location and characteristics of the different areas of vegetation, including the identification of all individual trees 6 or more inches in diameter at breast height (“DBH”), protected trees of any size, as well as stands of trees and wooded areas, within areas of proposed disturbance.

(3) Existing structures and utilities.

- (a) Location of all buildings and structures on the premises and approximate location of all neighboring buildings or structures within 100 feet of the lot line.
- (b) Location of all existing public and private roads, paved areas and sidewalks.
- (c) Locations, dimensions, grades and flow direction of existing sewers, culverts, waterlines as well as other underground utilities within and adjacent to the property.
- (d) Other existing site improvements, including, but not limited to, fences, landscape walls, retaining walls, landscaping, and screening.
- (e) Location of all existing drainage infrastructure, including but not limited to, swales, drainage easements, dry wells, and basins.

(4) Proposed development.

- (a) Grading and drainage plan, showing existing and proposed contours, new grades indicating clearly how such grades will meet existing grades of adjacent properties or the street and calculations of expected storm drain loads to be accommodated by the proposed drainage system.

- (b) Location, design, type of construction, proposed use and exterior dimensions, including length, width, ground floor elevation and height, of all buildings.
- (c) Location, design and type of construction of all parking and truck loading areas, showing access and egress.
- (d) Provision for pedestrian access.
- (e) Location, size and proposed screening of outdoor storage areas, if any.
- (f) Location, design and construction material of all existing or proposed site improvements, including drains, culverts, retaining walls, landscape walls and fences.
- (g) Description of the method of sewage disposal and storm drainage location, design and construction material of such facilities.
- (h) Description of the method of securing public water and location, design and construction material of such facilities.
- (i) Location of fire and other emergency zones, including the location of fire hydrants.
- (j) Location, design and construction materials of all energy distribution facilities, including electrical, gas and solar energy.
- (k) Location, size, wording, design, color, illumination and type of construction of all proposed signs.
- (l) Location and proposed development of all buffer areas, including existing vegetative cover.
- (m) Location, type, design, shielding and hours of operation of outdoor lighting facilities.
- (n) Identification of the location and amount of building area proposed for retail sales or similar commercial activity.
- (o) Landscape plan with a plant schedule that includes the common name, scientific name, height and/or spread, nursery condition, and quantities of all plant material proposed and specifications and details for plant installation and post planting maintenance.
- (p) Landscape plan shall include all plantings within 5 feet of the subject property line and/or within the Adjoining Property Buffer, as defined

in § 254-4 of this Code. The landscape plan shall also show all mature trees on neighboring properties that are within 10 feet of the subject property line and have a diameter at breast height (“DBH”) of 12 or more inches.

(q) Estimate of earthwork showing the quantity of any material to be imported to and/or removed from the site.

(r) Description of measures planned to assure proper erosion and sedimentation control.

(s) An estimated project construction schedule.

(t) Record of application for and approval status of all necessary permits from state and county officials and local utility companies.

(u) Identification of any federal, state or county permits required for the project’s execution, including project referrals, if any, and environmental review procedures mandated by Article 8, Environmental Quality Review, of the Environmental Conservation Law (SEQRA).

(v) The outlines of any proposed easements, deed restrictions or covenants.

(w) Details outlining tree removal, protection, and replacement plan(s).

(5) Other elements integral to the proposed development as deemed necessary by the Planning Board.

D. Waiver of requirements. The Planning Board may waive any of the above submissions that it believes to be unnecessary based on the location or scope of the proposed development. The Planning Board may require such other information and exhibits as it deems reasonably necessary to enable it to reach an informed result.

§ 251-6 Construction management plan.

A. Any residential or commercial construction project that is subject to the site plan review and approval of the Planning Board, shall be required to prepare a Construction Management Plan (CMP), unless the Planning Board waives the CMP requirement. The CMP shall be submitted as part of the application for site plan approval and reviewed and approved by the Planning Board and shall be subject to the further and final review and approval by the Building Inspector and the Village Engineer, prior to the issuance of any permit for the project.

B. The CMP shall include the following information:

- (1) Schedule: The applicant shall provide a project schedule.
- (2) Job site, facilities and storage: The CMP shall include the location on the project site of all loading/unloading areas, job box and material storage areas, portable toilet(s), dumpsters and on-site temporary power, any protective fencing around the job site, any trees and vegetation to be preserved and any trees and vegetation to be removed. These and any other construction-related facilities shall not be located in the public right-of-way without the prior approval of the Building Inspector.
- (3) Traffic control plan. The traffic control plan shall identify the path of travel for delivery trucks and emergency vehicles to and from the project site. In addition, all on- and off-site worker parking locations shall be identified, including any carpool pickup and dropoff locations.
- (4) Staging areas. The CMP shall specify construction staging area locations. The CMP shall also address delivery and construction vehicle staging for the duration of the project. The staging plan shall estimate the number of truckloads, number of heavy equipment deliveries, etc., expected and their timing and duration for each stage of the project.
- (5) Stone cutting. If stone cutting is proposed to be done on site, the CMP shall designate the area where stone is to be cut, the approximate number of days of stone cutting, and mitigation measures, including but not limited to noise and dust.
- (6) Excavated materials. The CMP shall describe the estimated quantity of soil being:
  - (a) Excavated;
  - (b) Disposed off site;
  - (c) Stockpiled on site; and
  - (d) How much soils will be, if any, reused on site.

C. Waiver of requirements. The Planning Board may waive any of the above submissions that it believes to be unnecessary based on the location or scope of the proposed development. The Planning Board may require such other information and exhibits as it deems reasonably necessary to enable it to reach an informed result.

§ 251-7 Review Standards.

The following standards, without limitation, shall be used by the Planning Board in reviewing applications for development.

A. Landscape and environment. To prevent the unnecessary destruction of the existing landscape and improvements, particular consideration shall be given to the following:

- (1) Provision for minimal degradation of unique or irreplaceable land types and protection of the water flow of aquifers and other ground watercourses and wetlands;
- (2) Preservation of desirable land characteristics and significant geological and topographic features;
- (3) Examination of any proposed change in the topography of the site;
- (4) Preservation or replacement of existing trees and treescapes, plants, and other vegetation;
- (5) Preservation and protection of historical, archaeological and landmark areas and structures;
- (6) Protection of animal and plant life processes; and
- (7) Underground placement of utility services.

B. Relationship of structures and open space. To assure harmony between development and open spaces in the Village particular consideration shall be given to:

- (1) Siting of buildings and accessory structures and equipment;
- (2) Effects of building height, length, bulk and shadows. This shall include consideration of the visual compatibility of, among other things: height, gross volume, and rhythm of solids to voids created by openings in the facade;
- (3) Landscape design;
- (4) Location and layout of walks, drives and other site features;
- (5) Preservation of views from the site and from adjoining areas;
- (6) Appropriateness of building architectural style and materials (including colors, textures, and patterns) to ensure visual compatibility with the surrounding buildings and environment;

(7) Provisions of screening around and landscape treatment within open parking and service areas;

(8) Relationship and scaling of building design and exterior architectural features to the environment to which it is visually related and to the pedestrian; and

(9) Likelihood of nuisances.

C. Circulation and parking. To determine that the proposal facilitates safe and appropriate pedestrian access, vehicular traffic movement, servicing and parking within the Village, particular consideration shall be given to:

(1) Vehicle sight lines at street and drive intersections;

(2) Provisions for access and movement of fire and emergency vehicles;

(3) Width and alignment of drives and access roads and layout of parking and service areas;

(4) Location and distance of curb cuts in relation to street intersections;

(5) Effect of traffic generated by the proposed development upon surrounding streets, intersections and off-site parking; and

(6) Appropriateness of location, width and layout of internal circulation to the proposed development.

D. Protection of neighbors. To protect owners and users and the Village by providing for such matters as:

(1) Surface water drainage;

(2) Sound and sight buffers;

(3) Natural light and air;

(4) Disposal of solid, liquid and gaseous waste and for avoidance of odors and air pollutants; and

(5) Aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses and the functioning of the Village and its services.

E. Compliance with other laws and regulations. To coordinate compliance with other standards and local, state and federal laws and regulations which affect design:

(1) The Comprehensive Plan;

- (2) This chapter and other local laws related thereto;
- (3) New York State Uniform Fire Prevention and Building Code;
- (4) Utility standards and regulations;
- (5) Environmental protection laws;
- (6) Pollution control standards;
- (7) Noise control standards; and
- (8) Floodplain regulations.

- F. Surface water drainage. Plans involving significant stormwater runoff from land areas and paved, roof and other surfaces shall provide an engineering analysis and design for a method of controlled drainage and/or storm system improvements that will eliminate an adverse discharge into the Village system. The design of the stormwater management system shall be in accordance with good engineering practice and applicable governmental regulations. All costs for the analysis, design and construction of the drainage system or improvements to the Village system shall be paid for by the applicant. Without limiting the generality of the foregoing, where the Planning Board engages experts to review the analysis and design of such stormwater management systems and improvements, the applicant shall reimburse the Village for such costs.
- G. Application to accessory uses. The standards of review prescribed by this section shall also apply to all accessory buildings, structures, freestanding signs and other site features, however related to primary buildings or structures of a site development.
- H. The Planning Board may refer matters to other land use boards for review and reporting, and to require performance bonds or other security sufficient to cover the cost of compliance.

§ 251-8 Conditions attached to the approval of site plans.

The Planning Board shall have the authority to impose reasonable conditions and restrictions as are directly related to and incidental to a proposed site plan. Upon its approval of the site plan, any conditions must be met in connection with the issuance of permits by applicable enforcement agents or officers of the Village.

§ 251-9 Expiration of site plan approval.

At the time of approving the site development plan, the Planning Board may set forth the time period in which construction is to begin and be completed. Otherwise, a building permit must be applied for within 12 months of site plan approval, construction commenced within 18 months of approval and a Certificate of Occupancy obtained by the later of 2 years from site

plan approval or 18 months after issuance of a Building Permit. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.

**§ 251-10 Conflict with other provisions.**

In the event any of the provisions set forth in this Chapter 251 of the Code, concerning Site Plan Review, conflict with any of the provision of site plan review set forth in Chapter A319 of the Code, this Chapter shall control and supersede such inconsistent provision(s).

**Section 5.** Chapter 310 of the Code of the Village of Scarsdale, Article I – General Provisions, is hereby amended as follows:

**Article I General Provisions**

...

**§ 310-2 Definitions.**

...

**REQUIRED OPEN SPACE**

The percentage of the surface area of a lot that is unoccupied by any structure, building, parking, paving, or other surface deemed to be impervious, and which is vegetated and open to the sky, either in its natural unimproved state or landscaped with lawn, trees, other plants, natural rock outcroppings, natural water features, or wetlands. Artificial turf, driveways, parking areas, patios, and walkways, regardless of surface composition, are deemed not to be open space.

...

**SITE DISTURBANCE**

Any change to land, including, but not limited to, clearing, grading, excavating, transporting, and filling of land. This includes any change to land which may result in soil erosion from water or wind and the movement of soil into water or onto lands, alteration of a drainage system, or increased runoff of waters.

**SKY EXPOSURE PLANE**

A virtual sloping plane that begins at the property line fronting the street and extends upward at an angle to meet the maximum required building height for a lot.

**Section 6.** Chapter 310 of the Code of the Village of Scarsdale, Article II – Use Restrictions, is hereby amended as follows:

**Article II Use Restrictions**

§ 310-7 **Residence A Districts.**

In any Residence A District, no building or premises shall be used or maintained for any except the following purposes, and no building shall hereafter be erected, enlarged or altered if, as so erected or as a result of such enlargement or alteration, such building or any part thereof is arranged, designed or intended to be used for any except the following purposes:

...

- I. Uses or buildings customarily incidental or accessory to the uses herein specifically permitted and as permitted in Article **XI**; such uses shall not include any billboard or advertising sign. This provision shall not be deemed to permit any swimming pool nor to permit any driveway or walk giving access to premises used for public purposes or used for purposes not permitted in a Residence A District. No part of any accessory building shall be used for sleeping or living quarters except by members of the family occupying the principal building on the lot or full-time employees of such family and members of the immediate families of such employees. No part of any accessory building shall be used for the preparation of meals. No part of any lot shall be used for the parking or storage of a commercial vehicle, except when necessary to make deliveries or render services to the occupant of the lot and except as permitted by Subsection **K** of this section. A change in the use of an accessory structure may require a building permit, but shall not require approvals or permits from land use boards provided the new use is not inhabited or used for dwelling purposes and the footprint and height of the accessory structure is not increased.

**Section 7.** Chapter 310 of the Code of the Village of Scarsdale, Article II – Use Restrictions, is hereby amended as follows:

**Article II Use Restrictions**

...

§ 310-12 **Village Center Area Districts.**

...

- B. Village Center Area Zones. The following separate zones applying to specific areas are hereby established within the framework of the Village Center Area District for the purposes specified and in accordance with the regulations as set forth for each:

...

(6) Planned Unit Development - 0.8 to 1.4 (PUD - 0.8 to 1.4).

...

- (b) In the Planned Unit Development - 0.8 to 1.4 Zone, no building or premises shall be used or maintained and no building shall hereafter be erected, enlarged or altered if, as so erected or as a result of such enlargement or alteration, such building or any part thereof is arranged, designed or intended to be used for any except the following principal purposes:

...

- [2] All floors: residences, provided that no less than 10% of the residential floor area ratio is devoted to senior citizen housing ~~with priority for Scarsdale residents~~ and, in addition, public parking subject to special permit by the Village Board in accordance with the standards and requirements of Subsection C(3)(a)[6] and § 310-28.1B hereof, and telephone exchanges if permitted by the Planning Board pursuant to § 310-89A(10).

...

(7) In the Planned Unit Development – 1.0 Zone, no building or premises shall be used or maintained and no building shall hereafter be erected, enlarged or altered if, as so erected or as a result of such enlargement or alteration, such building or any part thereof is arranged, designed and intended to be used for any except the following principal purposes:

...

- [2] Residences, provided that no less than 10% of the residential floor area ratio is devoted to senior citizen housing ~~with priority for Scarsdale residents~~. A "senior citizen household" is a household in which at least one resident member has attained the age of 65 years or more on the date that such household initially occupies the dwelling unit.

**Section 8.** Chapter 310 of the Code of the Village of Scarsdale, Article IV – Lot Area Coverage, is hereby amended as follows:

Article IV **Lot Area Coverage**

...

§ 310-21 **Definitions.**

...

**IMPERVIOUS SURFACES**

- A.** Man-made or -assembled surfaces which block the absorption of water by the ground and have a runoff curve number pursuant to the United States Department of Agriculture, Soil Conservation Service, Engineering Division, standards as stated in Technical Release No. 55, ~~dated January 1975~~, as follows:

<b>Soil Class</b>	<b>Runoff Curve Number</b>
Class A	77 and greater
Class B	86 and greater
Class C	90 and greater
Class D	92 and greater

- B.** Impervious surfaces include paved driveways, paved patios, ~~porous asphalt, gravel~~ and other such facilities.

...

§ 310-22 Permitted coverages.

The permitted coverage ratios for residential uses in any Residence A Districts shall be as follows:

<b>Lot Area</b>	<b>Maximum Coverage Permitted for All Structures and ImperVIOUS Surfaces on the Lot</b>	<b>Maximum Coverage Permitted for All Buildings on the Lot</b>
More than 1 acre	13,100 square feet, plus 10% of lot area in excess of 1 acre	4,642 square feet, plus 4% of lot area in excess of 1 acre
20,001 square feet to 1 acre	6,000 square feet, plus 30% of lot area in excess of 20,000 square feet	3,700 square feet, plus 4% of lot area in excess of 20,000 square feet
15,001 to 20,000 square feet	5,250 square feet, plus 15% of lot area in excess of 15,000 square feet	3,100 square feet, plus 12% of lot area in excess of 15,000 square feet
10,001 to 15,000 square feet	4,000 square feet, plus 25% of lot area in excess of 10,000 square feet	2,500 square feet, plus 12% of lot area in excess of 10,000 square feet
7,501 to 10,000 square feet	3,000 square feet, plus 40% of lot area in excess of 7,500 square feet	2,100 square feet, plus 16% of lot area in excess of 7,500 square feet
5,001 to 7,500 square feet	2,250 square feet, plus 30% of lot area in excess of 5,000 square feet	1,500 square feet, plus 24% of lot area in excess of 5,000 square feet
Up to 5,000 square feet	45%	30%

<u>Zoning District</u>	<u>Maximum Coverage Permitted for All Structures and Impervious Surfaces on the Lot</u>	<u>Maximum Coverage Permitted for All Buildings on the Lot</u>
<u>A-5: 5,000 sf min.</u>	<u>45%</u>	<u>30%</u>
<u>A-4: 7,500 sf min.</u>	<u>40%</u>	<u>28%</u>
<u>A-3: 10,000 sf min.</u>	<u>40%</u>	<u>25%</u>
<u>A-2a: 15,000 sf min.</u>	<u>35%</u>	<u>20%</u>
<u>A-2: 20,000 sf min.</u>	<u>30%</u>	<u>18%</u>
<u>A-1: 1 acre</u>	<u>30%</u>	<u>10%</u>
<u>AA-1: 2 acres</u>	<u>20%</u>	<u>7%</u>

§ 310-23 **Permitted coverages in freshwater wetlands and freshwater wetlands controlled areas.**

On any lot in a freshwater wetlands controlled area, as defined in Chapter 171, Freshwater Wetlands, of the Code of the Village of Scarsdale, the maximum coverage ratio permitted for residential purposes in any Residence A Districts shall be such percentages multiplied by the actual lot size as follows:

<u>Lot Area</u>	<u>Maximum Coverage Permitted for All Structures and Impervious Surfaces on the Lot</u>
<u>More than 1 acre</u>	<u>8,750 square feet, plus 6.7% of lot area in excess of 43,560 square feet</u>
<u>20,001 square feet to 1 acre</u>	<u>4,000 square feet, plus 20% of lot area in excess of 20,000 square feet</u>
<u>15,001 to 20,000 square feet</u>	<u>3,500 square feet, plus 10% of lot area in excess of 15,000 square feet</u>
<u>10,001 to 15,000 square feet</u>	<u>2,670 square feet, plus 16.7% of lot area in excess of 10,000 square feet</u>
<u>7,501 to 10,000 square feet</u>	<u>2,250 square feet, plus 16.7% of lot area in excess of 7,500 square feet</u>
<u>5,001 to 7,500 square feet</u>	<u>30%</u>
<u>Up to 5,000 square feet</u>	<u>30%</u>

<u>Zoning District</u>	<u>Maximum Coverage Permitted for All Structures and Impervious Surfaces on the Lot</u>
<u>A-5: 5,000 sf min.</u>	<u>30%</u>
<u>A-4: 7,500 sf min.</u>	<u>28%</u>
<u>A-3: 10,000 sf min.</u>	<u>26%</u>
<u>A-2a: 15,000 sf min.</u>	<u>23%</u>
<u>A-2: 20,000 sf min.</u>	<u>20%</u>
<u>A-1: 1 acre</u>	<u>16%</u>
<u>AA-1: 2 acres</u>	<u>12%</u>

§ 310-23.1 Required open space in Residence A districts.

Subject to the exceptions specified in § 310-67 of this Code, any lot located in a residence district shall have a minimum percentage of required open space, as defined in § 310-2 of this Code, as follows:

<u>Zoning District</u>	<u>Required Open Space</u>
<u>A-5: 5,000 sf min.</u>	<u>30%</u>
<u>A-4: 7,500 sf min.</u>	<u>35%</u>
<u>A-3: 10,000 sf min.</u>	<u>40%</u>
<u>A-2a: 15,000 sf min.</u>	<u>45%</u>
<u>A-2: 20,000 sf min.</u>	<u>50%</u>
<u>A-1: 1 acre</u>	<u>55%</u>
<u>AA-1: 2 acres</u>	<u>65%</u>

**Section 9.** Chapter 310 of the Code of the Village of Scarsdale, Article V – Building Heights and Areas, is hereby amended as follows:

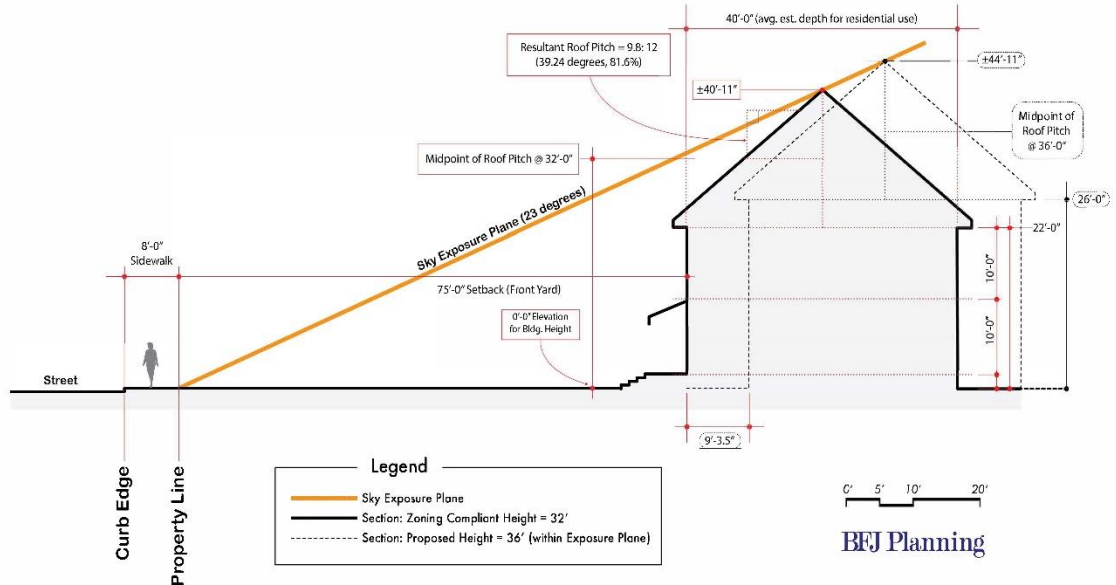
Article V **Building Heights and Areas**

...

§ 310-25 **Residence A Districts.**

- A.** Except as provided in §§ 310-25D or 310-25E below, no residential building shall exceed 32 feet in height. No nonresidential building shall exceed the height as may be prescribed by the Planning Board pursuant to Chapter **251**, Site Plan Review, of this Code, and in no case shall a story of any building be less than nine feet in height.
- B.** The area of any lot occupied by nonresidential buildings, structures and impervious surfaces shall not exceed such percentage of the gross area of such lot as may be prescribed by the Planning Board pursuant to Chapter **251**, Site Plan Review, of this Code.
- C.** No individual nonresidential building on any lot shall exceed such length or width as may be prescribed by the Planning Board pursuant to Chapter **251**, Site Plan Review, of this Code.
- D.** In the AA-1 Residence District only, a house may exceed the maximum building height of 32 feet through use of the sky exposure plane, as defined in § 310-2 of this Code, if the house is set back from the front property line. The diagram below illustrates how a house that is set back farther than the required 75 feet from the front property line can achieve a height of 36 feet by meeting the sky exposure plane. In no case shall the building height exceed 36 feet, and in all cases, the minimum front yard setback shall be 75 feet.

Village of Scarsdale | Residential Sky Exposure Plane Analysis (AA-1  
Zoning District) – Level Site



C.E. For lots located within the Special Flood Hazard Area (SFHA) as defined on Scarsdale’s most current Flood Insurance Rate Map (FIRM) and/or Flood Hazard Boundary Map (FHBM), the Planning Board may allow, as part of its site plan review pursuant to Chapter 251 of this Code, additional building height of up to 3 feet, to facilitate constructing the building at a higher elevation in order to mitigate flooding impacts.

...

§ 310-28.1 Village Center Area Districts.

...

**B.** Incentive density. It is recognized that the PUD zones established within the Village Center Area are unique because they encompass the largest sites and the major portion of the areas future development potential. As such, they represent the most significant opportunity for the achievement of the basic public benefit purposes and objectives of the Village Center Area. Therefore, to provide an incentive which will further encourage the most appropriate use and development of those sites in a manner designed to achieve the Village's adopted planning objectives, the Village Board of Trustees may allow, by special permit and following a public hearing held on notice duly given in the same manner as is required by law for zoning amendments, an increased FAR and/or building height or special uses, within the limits as set forth in Subsection A hereof and subject to the provision of specific public benefit features. It

may also choose not to allow any such change or increase. Village Board action on such an application shall be taken only after review of the proposed plan by the Planning Board and the submission of a report and recommendation by said Board to the Trustees. Final site plan approval by the Planning Board shall not occur until after the special permit determination by the Village Board. The incentive features, and the guidelines for Village Board action, are as described below:

(1) The specific public benefit features for which incentive density increases may be granted in the PUD -- 1.0 to 2.0 Zone are as follows:

...

(b) The provision of housing units specifically designed for, and limited in occupancy to, senior citizens, ~~with priority for Searsdale residents.~~

...

(6) In determining the specific amount of density increase to be granted, if any, the following additional factors, specific to certain benefit features to be provided, will guide the Village Board.

...

(b) Senior citizen housing.

...

[2] The following additional factors will also be taken into consideration by the Village Board in connection with the grant of any density incentive increase for the provision of senior citizen housing:

...

[d] The ~~effectiveness and fairness of the proposed priority arrangement for Searsdale residents and the~~ consistency of the proposed pricing of the senior citizen units with the special nature and restrictions applicable to such units and the needs of the ~~Searsdale~~ senior citizen market which they are intended to serve.

...

**Section 10.** Chapter 310 of the Code of the Village of Scarsdale, Article VII – Rear Yard Setbacks, is hereby amended as follows:

Article VII **Rear Yard Setbacks**

...

§ 310-47 **Accessory buildings.**

**A.** Any accessory building, ~~other than a private garage~~ except as set forth in § 310-48 of this Code, shall set back from the rear lot line at least:

- (1) In a Residence AA-1 District: 15 feet.
- (2) In a Residence A-1 District: 10 feet.
- (3) In a Residence A-2, A-2a or A-3 District: five feet.
- (4) In a Residence A-4, A-5 or C District: ~~three~~ four feet, ~~but not less than four feet for a new or altered structure if the walls of the building have a combustible surface.~~

...

**Section 11.** Chapter 310 of the Code of the Village of Scarsdale, Article VIII – Side Yard Setbacks, is hereby amended as follows:

Article VIII **Side Yard Setbacks**

...

§ 310-51 **Residence A Districts.**

**A.** Except as provided in §§ 310-48, 310-53, 310-59 and 310-67, every building, other than a building on a corner lot, in a Residence A District shall set back from each side lot line at least:

- (1) In a Residence AA-1 District: 30 feet.
- (2) In a Residence A-1 District: 20 feet.
- (3) In a Residence A-2 ~~or A-2a~~ District: ~~15~~ 18 feet.
- (4) In a Residence ~~A-2a~~ A-3, A-4 or A-5 ~~or B~~ District: ~~10~~ 16 feet.
- (5) In a Residence A-3 District: 12 feet.

~~(6)~~ In a Residence A-4 District: 10 feet, with a combined side yard setback of 22 feet.

~~(4)(7)~~ In a Residence A-5 or B District: 10 feet.

**B.** Other than as provided in §§ 310-48, 310-53 and 310-67, every accessory building shall conform to the setbacks as set forth in Subsection **A** above, except that an accessory building shall be set back not less than the following distances from a side lot line other than a street line:

(1) Any accessory building in a Residence AA-1, A-1 or A-2 District, all parts of which are over 100 feet from any street line.

(a) In the Residence AA-1 District: 20 feet.

~~(b)~~ In the Residence A-1 or A-2 District: 10-14 feet.

~~(b)(c)~~ In the Residence A-2 District: 12 feet.

(2) Any accessory building in a Residence A-2a District, all parts of which are over 80 feet from any street line: 10 feet.

(3) Any accessory building in a Residence A-3, A-4 or A-5 District, all parts of which are over 60 feet from any street line:

(a) In a Residence A-3 District: ~~five~~-8 feet.

~~(b)~~ In a Residence A-4 or A-5 District: 6 three feet, but not less than four feet for a new or altered structure if the walls of the building have a combustible surface.

~~(b)(c)~~ In a Residence A-5 District: 4 feet.

**Section 12.** Chapter 310 of the Code of the Village of Scarsdale, Article X – General Regulations, is hereby amended as follows:

#### Article X General Regulations

...

§ 310-67 **Nonconforming uses, lots and buildings.**

...

**E.** Nonconforming lot coverage. Nothing in this chapter shall prohibit the repair or replacement in-kind, as determined by the Building Inspector, of any legal nonconforming impervious surface or structure, such as a driveway, walkway, patio,

tennis court or swimming pool, provided such repair or replacement is completed within 12 months of any removal of the impervious surface or structure. Replacement in-kind shall not include the replacement of one type of impervious surface or structure for another, such as the replacement of a patio with a tennis court. Such repair or replacement shall not increase the existing impervious coverage on the lot. Notwithstanding any other provision or Section of this Code, this Subsection E shall not apply where site disturbance exceeds the threshold requiring site plan review established in § 251-1C(1).

**Section 13.** Chapter 310 of the Code of the Village of Scarsdale, Article XVI – Floor Area Ratio (FAR) for Houses in Residence A Districts, is hereby amended as follows:

**Article XVI Floor Area Ratio (FAR) for Houses in Residence A Districts**

...

§ 310-102 **Maximum floor area ratio.**

As illustrated herein as Table XVI-1, the maximum permitted floor area ratio (FAR) for houses shall be as follows:

- ~~A. — Lots of 4,999 square feet or less shall have a maximum FAR of 0.43 (maximum floor area ratio = 0.43).~~
- ~~B. — Lots between 5,000 square feet and 9,999 square feet shall have a maximum FAR of 0.43, minus 0.016 for every 1,000 square feet or part thereof in excess of 5,000 square feet [maximum floor area ratio = 0.43 - ((lot size - 5,000) ./ . 1,000) x 0.016].~~
- ~~C. — Lots between 10,000 square feet and 14,999 square feet shall have a maximum FAR of 0.35, minus 0.012 for every 1,000 square feet or part thereof in excess of 10,000 square feet [maximum floor area ratio = 0.35 - ((lot size - 10,000) ./ . 1,000) x 0.012].~~
- ~~D. — Lots between 15,000 square feet and 29,999 square feet shall have a maximum FAR of 0.29, minus 0.006 for every 1,000 square feet or part thereof in excess of 15,000 square feet [maximum floor area ratio = 0.29 - ((lot size - 15,000) ./ . 1,000) x 0.006].~~
- ~~E. — Lots between 30,000 square feet and 34,999 square feet shall have a maximum FAR of 0.20, minus 0.0045 for every 1,000 square feet or part thereof in excess of 30,000 square feet [maximum floor area ratio = 0.20 - ((lot size - 30,000) ./ . 1,000) x .0045].~~
- ~~F. — Lots between 35,000 square feet and 39,999 square feet shall have a maximum FAR of 0.1775, minus 0.003 for every 1,000 square feet or part thereof in excess of 35,000 square feet [maximum floor area ratio = 0.1775 - ((lot size - 35,000) ./ . 1,000) x .003].~~

- G.** ~~Lots between 40,000 square feet and 44,999 square feet shall have a maximum FAR of 0.1625, minus 0.002 for every 1,000 square feet or part thereof in excess of 40,000 square feet [maximum floor area ratio = 0.1625 - ((lot size - 40,000) ./ 1,000) x .002].~~
- H.** ~~Lots between 45,000 square feet and 49,999 square feet shall have a maximum FAR of 0.1525, minus 0.0015 or part thereof for every 1,000 square feet or part thereof in excess of 45,000 square feet [maximum floor area ratio = 0.1525 - ((lot size - 45,000) ./ 1,000) x .0015].~~
- I.** ~~Lots between 50,000 square feet and 76,230 square feet shall have a maximum FAR of 0.1450 (maximum floor area ratio = 0.1450).~~

**Table XVI-1  
Illustrative Table of Maximum Floor Area Ratio (FAR)**

<b>Lot Size (square feet)</b>	<b>Maximum FAR</b>	<b>Resulting Gross Residential Floor Area (square feet)</b>
3,000	<del>0.4300</del>	1,290
4,000	<del>0.4300</del>	1,720
5,000	<del>0.4300</del>	2,150
6,000	<del>0.4100</del> 0.4140	<del>2,460</del> 2,484
7,000	<del>0.3900</del> 0.3980	<del>2,730</del> 2,786
8,000	<del>0.3800</del> 0.3820	<del>3,040</del> 3,056
9,000	<del>0.3600</del> 0.3660	<del>3,240</del> 3,294
10,000	<del>0.3500</del> 0.3500	<del>3,500</del> 3,500
11,000	<del>0.3300</del> 0.3380	<del>3,630</del> 3,718
12,000	<del>0.3200</del> 0.3260	<del>3,840</del> 3,912
13,000	<del>0.3100</del> 0.3140	<del>4,030</del> 4,082
14,000	<del>0.3000</del> 0.3020	<del>4,200</del> 4,228
15,000	<del>0.2900</del> 0.2900	<del>4,350</del> 4,350

Lot Size (square feet)	Maximum FAR	Resulting Gross Residential Floor Area (square feet)
16,000	<u>0.2800-2840</u>	<u>4,4804,544</u>
17,000	<u>0.2700-2780</u>	<u>4,5904,726</u>
18,000	<u>0.2700-2720</u>	<u>4,8604,896</u>
19,000	<u>0.2600-2660</u>	<u>4,9405,054</u>
20,000	<u>0.2600-2600</u>	<u>5,2005,200</u>
21,000	<u>0.2500-2540</u>	<u>5,2505,334</u>
22,000	<u>0.2400-2480</u>	<u>5,2805,456</u>
23,000	<u>0.2400-2420</u>	<u>5,5205,566</u>
24,000	<u>0.2300-2360</u>	<u>5,5205,664</u>
25,000	<u>0.2250-2300</u>	<u>5,6255,750</u>
26,000	<u>0.2200-2240</u>	<u>5,7205,824</u>
27,000	<u>0.2150-2180</u>	<u>5,8055,886</u>
28,000	<u>0.2100-2120</u>	<u>5,8805,936</u>
29,000	<u>0.2050-2060</u>	<u>5,9455,974</u>
30,000	<u>0.2000-2000</u>	<u>6,0006,000</u>
31,000	<u>0.1950-1955</u>	<u>6,0456,061</u>
32,000	<u>0.1900-1910</u>	<u>6,0806,112</u>
33,000	<u>0.1850-1865</u>	<u>6,1056,155</u>
34,000	<u>0.1800-1820</u>	<u>6,1206,188</u>
35,000	<u>0.1750-1775</u>	<u>6,1256,213</u>
36,000	<u>0.1730-1745</u>	<u>6,2286,282</u>
37,000	<u>0.1700-1715</u>	<u>6,2906,346</u>

Lot Size (square feet)	Maximum FAR	Resulting Gross Residential Floor Area (square feet)
38,000	<u>0.1670.1685</u>	<u>6,3466,403</u>
39,000	<u>0.1630.1655</u>	<u>6,3576,455</u>
40,000	<u>0.1600.1625</u>	<u>6,4006,500</u>
41,000	<u>0.1600.1605</u>	<u>6,5606,581</u>
42,000	<u>0.1570.1585</u>	<u>6,5946,657</u>
43,000	<u>0.1550.1565</u>	<u>6,6656,730</u>
44,000	<u>0.1530.1545</u>	<u>6,7326,798</u>
45,000	<u>0.1500.1525</u>	<u>6,7506,863</u>
46,000	<u>0.1500.1510</u>	<u>6,9006,946</u>
47,000	<u>0.1470.1495</u>	<u>6,9097,027</u>
48,000	<u>0.1450.1480</u>	<u>6,9607,104</u>
49,000	<u>0.1430.1465</u>	<u>7,0077,179</u>
50,000	<u>0.1430.1450</u>	<u>7,1507,250</u>
51,000	<u>0.1430.1450</u>	<u>7,2937,395</u>
52,000	<u>0.1430.1450</u>	<u>7,4367,540</u>
53,000	<u>0.1430.1450</u>	<u>7,5797,685</u>
54,000	<u>0.1430.1450</u>	<u>7,7227,830</u>
55,000	<u>0.1430.1450</u>	<u>7,8657,975</u>
56,000	<u>0.1430.1450</u>	<u>8,0088,120</u>
57,000	<u>0.1430.1450</u>	<u>8,1518,265</u>
58,000	<u>0.1430.1450</u>	<u>8,2948,410</u>
59,000	<u>0.1430.1450</u>	<u>8,4378,555</u>

Lot Size (square feet)	Maximum FAR	Resulting Gross Residential Floor Area (square feet)
60,000	<u>0.1430.1450</u>	<u>8,5808,700</u>
61,000	<u>0.1430.1450</u>	<u>8,7238,845</u>
62,000	<u>0.1430.1450</u>	<u>8,8668,990</u>
63,000	<u>0.1430.1450</u>	<u>9,0099,135</u>
64,000	<u>0.1430.1450</u>	<u>9,1529,280</u>
65,000	<u>0.1430.1450</u>	<u>9,2959,425</u>
66,000	<u>0.1430.1450</u>	<u>9,4389,570</u>
67,000	<u>0.1430.1450</u>	<u>9,5819,715</u>
68,000	<u>0.1430.1450</u>	<u>9,7249,860</u>
69,000	<u>0.1430.1450</u>	<u>9,86740,005</u>
70,000	<u>0.1430.1450</u>	<u>10,01040,150</u>
71,000	<u>0.1430.1450</u>	<u>10,15340,295</u>
72,000	<u>0.1430.1450</u>	<u>10,29640,440</u>
73,000	<u>0.1430.1450</u>	<u>10,43940,585</u>
74,000	<u>0.1430.1450</u>	<u>10,58240,730</u>
75,000	<u>0.1430.1450</u>	<u>10,72540,875</u>
76,000	<u>0.1430.1450</u>	<u>10,86841,020</u>
<u>76,230</u>	<u>0.1450</u>	<u>41,053</u>
<u>76,231+</u>	<u>No maximum</u>	<u>None</u>
<u>77,000</u>	<u>0.143</u>	<u>11,011</u>
<u>78,000</u>	<u>0.143</u>	<u>11,154</u>
<u>79,000</u>	<u>0.142</u>	<u>11,218</u>

Lot Size (square feet)	Maximum FAR	Resulting Gross Residential Floor Area (square feet)
<u>80,000</u>	<u>0.142</u>	<u>11,360</u>
<u>81,000</u>	<u>0.142</u>	<u>11,502</u>
<u>82,000</u>	<u>0.142</u>	<u>11,644</u>
<u>83,000</u>	<u>0.142</u>	<u>11,786</u>
<u>84,000</u>	<u>0.142</u>	<u>11,928</u>
<u>85,000</u>	<u>0.142</u>	<u>12,070</u>
<u>86,000</u>	<u>0.142</u>	<u>12,212</u>
<u>87,000</u>	<u>0.142</u>	<u>12,354</u>
<u>88,000+</u>	<u>0.142</u>	<u>As per calculation</u>

...

§ 310-104 Side yard setback FAR incentive bonus.

- A. In all Residence A Zones, except the AA-1 Zone, for each additional foot that a house is set back beyond the minimum required side yard setback, an additional 100 square feet of floor area above the maximum permitted FAR on that lot as per § 310-102 shall be permitted.
- B. The maximum incentive bonus shall be as follows: 280 square feet for lots located in the A-4 and A-5 Residential Zones, 490 square feet for lots located in the A-2, A-2a, and A-3 Residential Zones and 840 square feet for lots located in the A-1 Residential Zone 100 square feet for lots located in the A-5 zone, 200 square feet for lots located within the A-4 and A-3 zones, 400 square feet for lots located in the A-2a and A-2 zones, and 800 square feet for lots located within the A-1 zone.

**Section 14.** Chapter 310 of the Code of the Village of Scarsdale, Article XV – Enforcement and Administration, Section 310-98 entitled “Fees”, is hereby amended as follows:

Article XV **Enforcement and Administration**

...

§ 310-98 **Fees.**

- A. For the purposes of defraying administrative costs involved in the review of applications and appeals and the costs of legal notices required by law, all applications and appeals shall be accompanied by a fee, payable to the Village of Scarsdale, as established by the Village Board.
- B. For the purposes of defraying administrative costs involved in the review and costs of legal notices required by law, all applications or petitions requesting any amendment or change to these zoning regulations, the zoning districts or zoning district boundaries shall be accompanied by a fee, payable to the Village of Scarsdale, as established by the Village Board.
- C. The Village Board, the Board of Appeals, ~~or the Planning Board,~~ or the Board of Architectural Review, in the review of any application, petition, or appeal for a nonresidential use as set forth in this chapter, ~~or the Planning Board for the review of any application for a subdivision under its jurisdiction,~~ or Village staff in its determination of zoning compliance or other technical findings, may refer any such application, petition, or appeal presented to it to such engineering, planning, legal, technical or environmental consultant or other professionals as such Board shall deem reasonably necessary to enable it to review such application as required by law. Charges made by such consultants shall be in accord with fees usually charged for such services in the metropolitan New York region or pursuant to an existing contractual agreement between the Village and such consultant. All such charges shall be paid by the Village upon submission of a detailed statement. The applicant shall reimburse the Village for the cost of such professional review services upon submission of a copy of the statement, or at the discretion of the reviewing board, in accordance with § **310-98D** of this chapter. ~~In the event that an application is required to be reviewed by both the Village Board and the Planning Board, to the extent practicable, to avoid duplications in order to minimize the cost of such consultants and reports to the applicant, the Village Board shall select a consultant who shall in such case prepare one report providing the data, information and recommendations requested.~~ The payment of such fees shall be required in addition to any and all other fees required by this or any other section of this chapter or any other Village law or regulation.
- D. At ~~the any time of the first consideration during review~~ of any application, petition or appeal for a nonresidential use or for a subdivision as set forth in this chapter, the reviewing board, or its designee may require the establishment of an escrow account

or accounts from which withdrawals shall be made to reimburse the Village for such cost of professional review services, including, without limitation, such cost of professional review services provided under the State Environmental Quality Review Act,[1] 6 NYCRR 617, and Chapter 152 of the Village Code. Alternatively, the reviewing board, or its designee, may require a flat fee in an amount set forth in the Village Fee Schedule, for the cost of professional review services, upon submittal of the application. Payment of a flat fee shall not preclude the reviewing board, or its designee, from later requiring additional funds and the establishment of an escrow account as provided herein.

- (1) The applicant shall provide escrow funds to the Village for deposit into such account(s), in an amount to be determined by the reviewing board, or its designee, based on its evaluation of the nature and complexity of the application.
- (2) The applicant shall be provided with copies of any statement for such services when such statements are submitted to the Village.
- (3) A building permit or certificate of occupancy shall not be issued unless all professional review fees charged in connection with the applicant's project have been reimbursed to the Village. After all pertinent charges have been paid, the Village shall refund any funds remaining on deposit to the applicant.

#### **Section 15. Applicability.**

This local law shall only apply to new residential building permit applications or land use applications submitted after the date of adoption of this local law. For avoidance of doubt, any (i) residential building permit issued or land use approval received prior to the adoption of this local law; (ii) residential building permit application or land use approval application submitted prior to the adoption of this local law and deemed by the Building Inspector or Planner to be a complete application; or (iii) an application which requires approval from more than one land use board and has received at least one land use board approval as of the date of adoption of this local law and receives all required land use approvals by December 31, 2024, are exempt from complying with this local law, except for any amendment that increases the building footprint or exceeds the FAR permitted in this local law or decreases the rear or side yard setbacks on the approved plans, such site plan in its entirety must conform to this local law.

#### **Section 16. Repeal of Moratorium.**

Local Law No. 1 of 2024, which enacted a six (6) month moratorium on the acceptance, processing, review, and approval of certain land use applications, is hereby repealed in its entirety as of the effective date of this local law set forth in Section 18 below.

**Section 17.** Ratification, Readoption and Confirmation.

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

**Section 18.** Numbering for Codification.

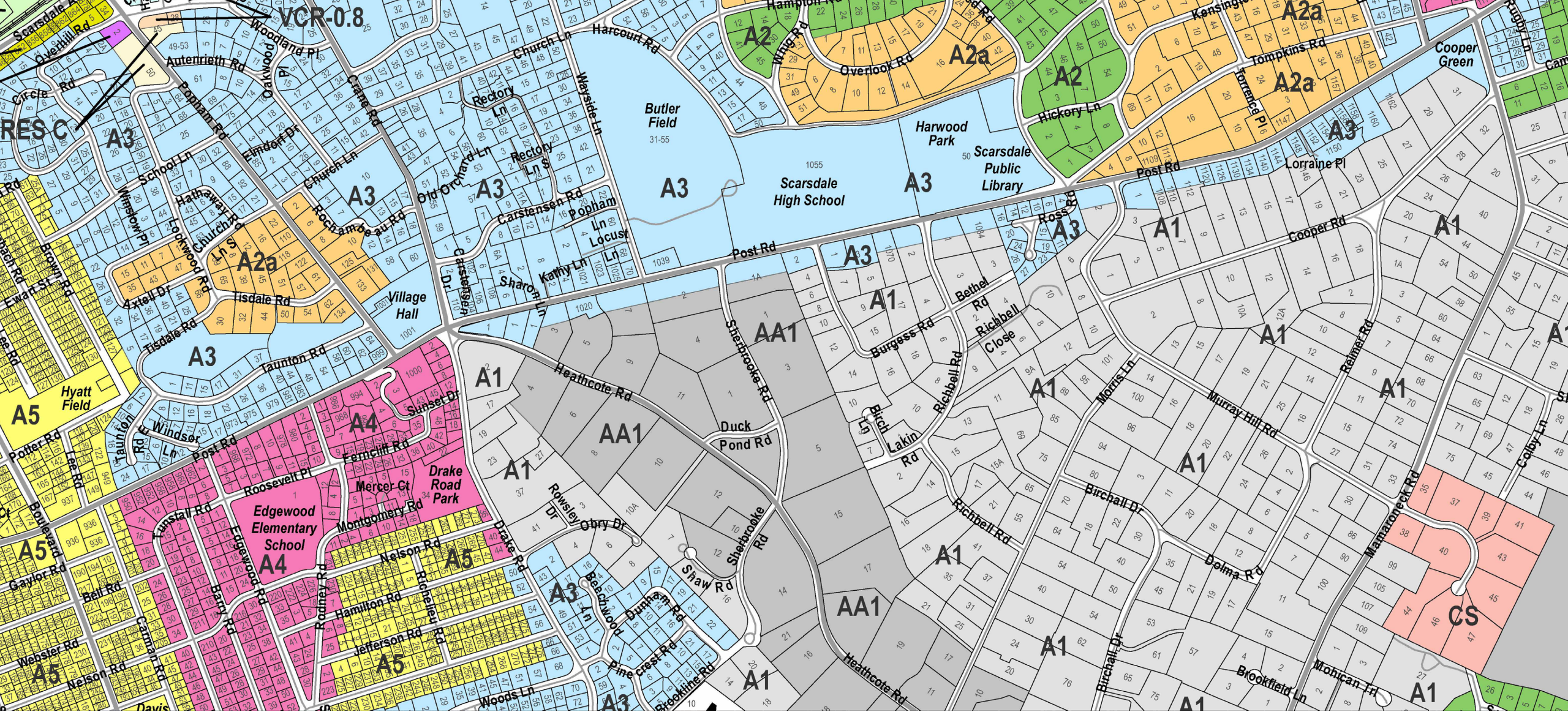
It is the intention of the Village of Scarsdale and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Village of Scarsdale; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention;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

**Section 19.** Severability.

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

**Section 20.** Effective Date.

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



# Village of Scarsdale Draft Zoning Recommendations – May 14, 2024

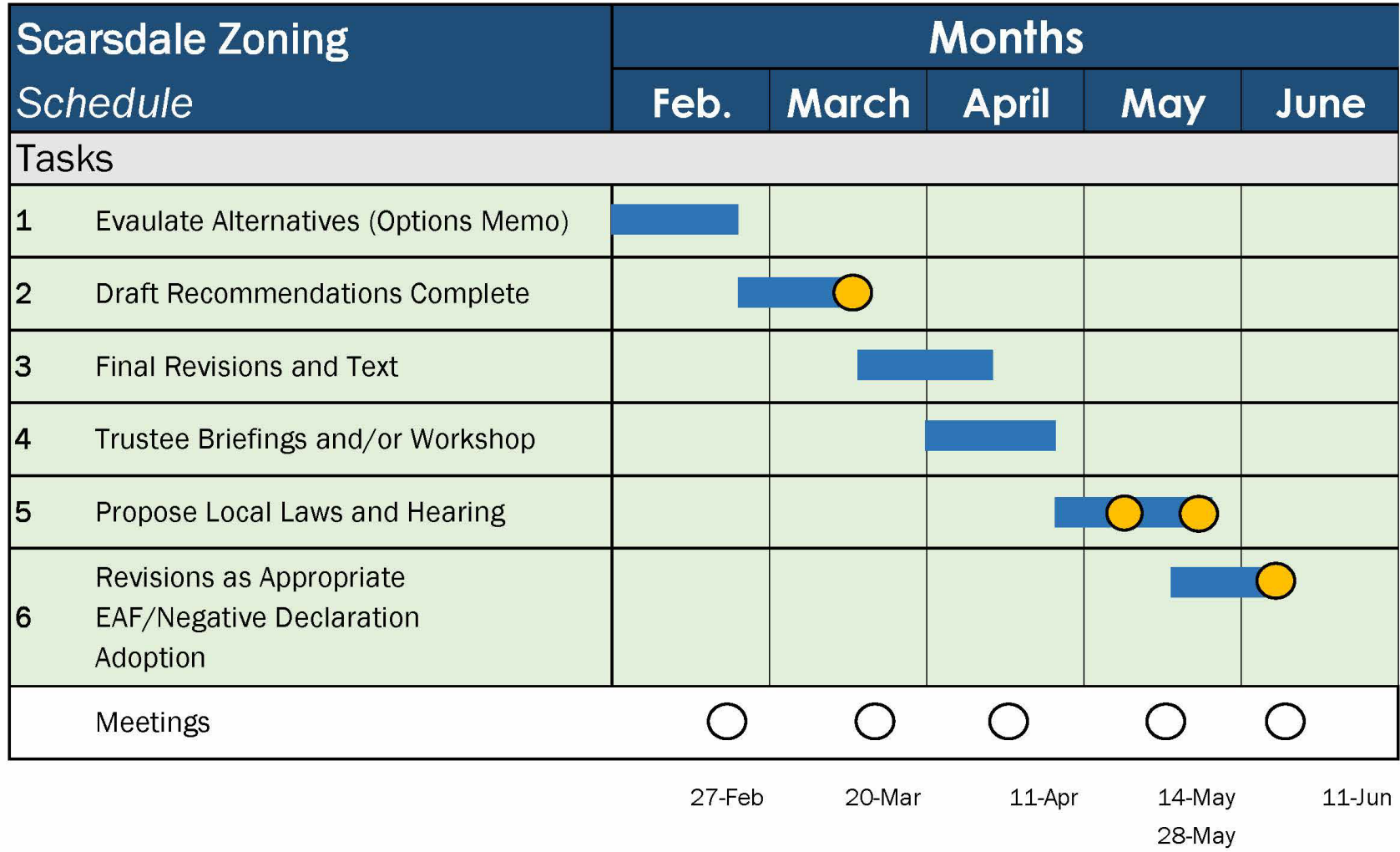
# Agenda

- I. Introduction/Timeline**
- II. Site Plan Review**
- III. Open Space Requirement**
- IV. Setbacks**
- V. Floor Area Ratio (FAR)**
- VI. Impervious Surfaces**
- VII. Coverage**
- VIII. Height in the AA-1 District**
- IX. Illustrative Lot (Comparison)**
- X. Summary of Zoning Recommendations**
- XI. Next Steps**

# I. Introduction

- BFJ has met with Village Staff, Mayor Justin Arest, members of the Board of Trustees, and representatives of the Planning and Zoning Boards to develop specific zoning changes that effectively address the community's concerns, while balancing the ability of property owners to undertake reasonable improvements and development activities.
- Each recommendation alone is not drastic; however, when combined, they address the two main issues described in the moratorium: the appearance of bulk and stormwater impact.
- The memorandum identifies seven areas for potential changes:
  1. Site Plan Review
  2. Open Space Requirement
  3. Setbacks
  4. Floor Area Ratio (FAR)
  5. Impervious Surfaces
  6. Coverage
  7. Height in the AA-I District

# I. Timeline



# I. Introduction

- Zoning changes will only apply to new residential building permit applications or land use applications submitted after the date of adoption of the local law.
- The local law also includes provisions for applications in process as of the adoption of the Local Law, which will generally have until **December 31, 2024**, to receive all required land use approvals. After that date, applications will be required to meet the regulations.

## II. Site Plan Review: Overview

### Site Plan Review Requirements:

#### 1. Site Disturbance Threshold

- Site disturbance definition

*“Any change to land including, but not limited to, clearing, grading, excavating, transporting, and filling of land. This includes any change to land which may result in soil erosion from water or wind and the movement of soil into water or onto lands, alteration of a drainage system, or increased runoff of waters.”*

- Select exemptions

#### 2. Flood Hazard Areas

- Possibility to allow additional height in floodplain

#### 3. Corner Lots

## II. Site Plan Review: Site Disturbance

**Table 1: Proposed Site Disturbance Thresholds for Scarsdale**

Zoning District	Proposed Site Disturbance Thresholds
A-5: 5,000 sf min.	50%
A-4: 7,500 sf min.	45%
A-3: 10,000 sf min.	40%
A-2a: 15,000 sf min.	40%
A-2: 20,000 sf min.	35%
A-1: 1 acre	30%
AA-1: 2 acres	30%

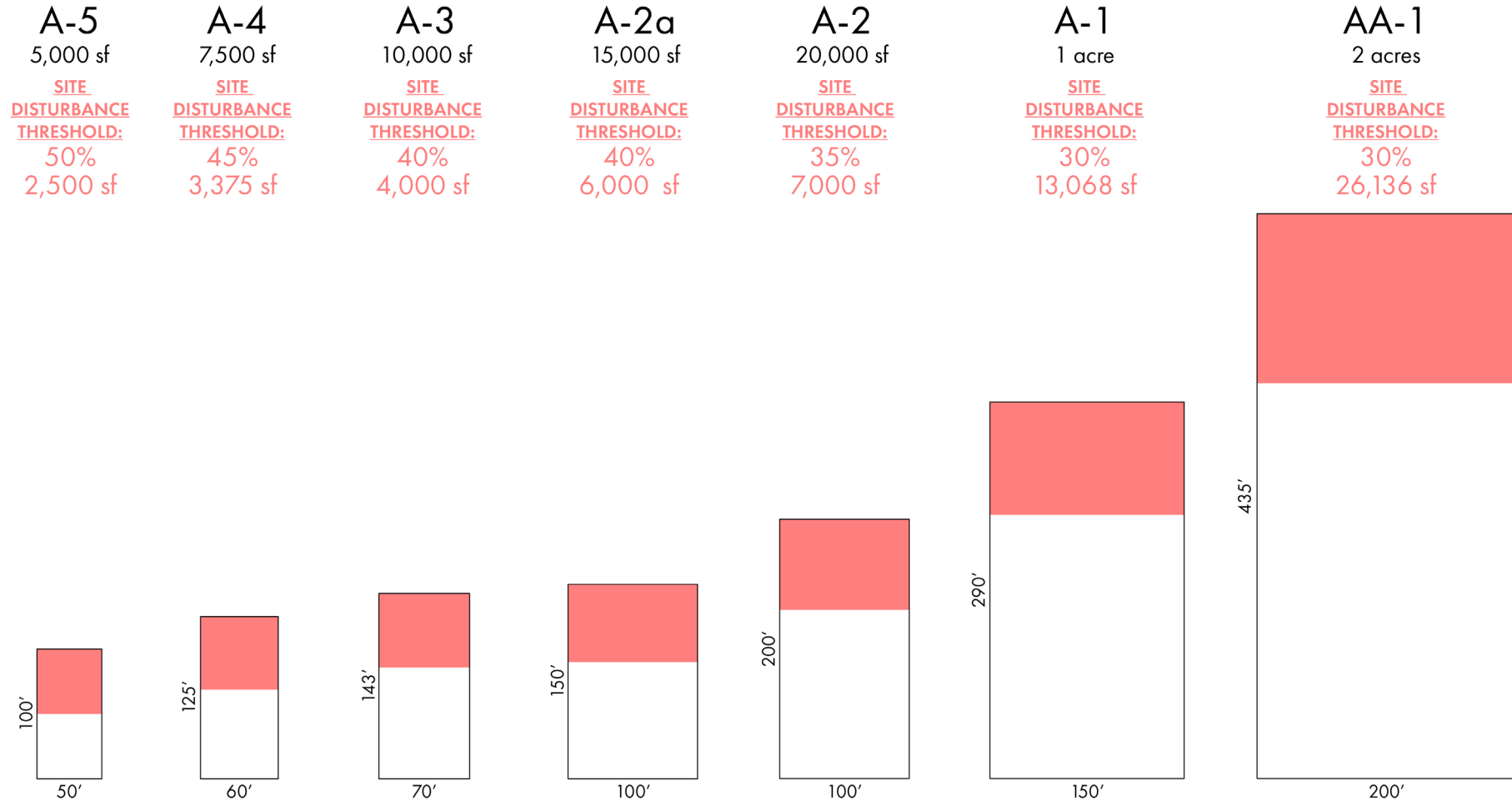
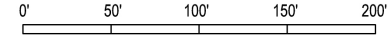
## II. Site Plan Review: Site Disturbance

### Site Disturbance Exemptions

1. Repairs to any stormwater management practice or facility deemed necessary by the Village Engineer;
2. Routine landscaping maintenance activity in areas that have already been cultivated;
3. Repair in-kind or repaving of existing walls, driveways, patios, walkways, tennis courts, and swimming pools, provided the parcel is not regraded in the process; and
4. Emergency activity necessary to protect life, property, or natural resources.

# II. Site Plan Review: Site Disturbance

Figure 1: Proposed Site Disturbance Thresholds for Scarsdale



## II. Site Plan Application Requirements

### Examples of Site Plan Application Requirements:

1. Legal Data
  - i.e., survey map, zoning compliance table, prior land use approvals
2. Natural Features
  - i.e., topography, areas subject to flooding or stormwater overflows, vegetation/trees
3. Existing Structures and Utilities
  - i.e., existing buildings and structures, sewers, drainage infrastructure
4. Proposed Development
  - i.e., grading and drainage plan, proposed construction, plantings near the property line and/or within the Adjoining Property Buffer, mature trees on neighboring properties near the subject property line

## II. Site Plan Review Standards

### Examples of Site Plan Review Standards for the Planning Board:

- A. Landscape and environment
- B. Relationship of structures and open space
- C. Circulation and parking
- D. Protection of neighbors
- E. Compliance with other laws and regulations
- F. Surface water drainage
- G. Application to accessory uses

## II. Site Plan Review: Other Requirements

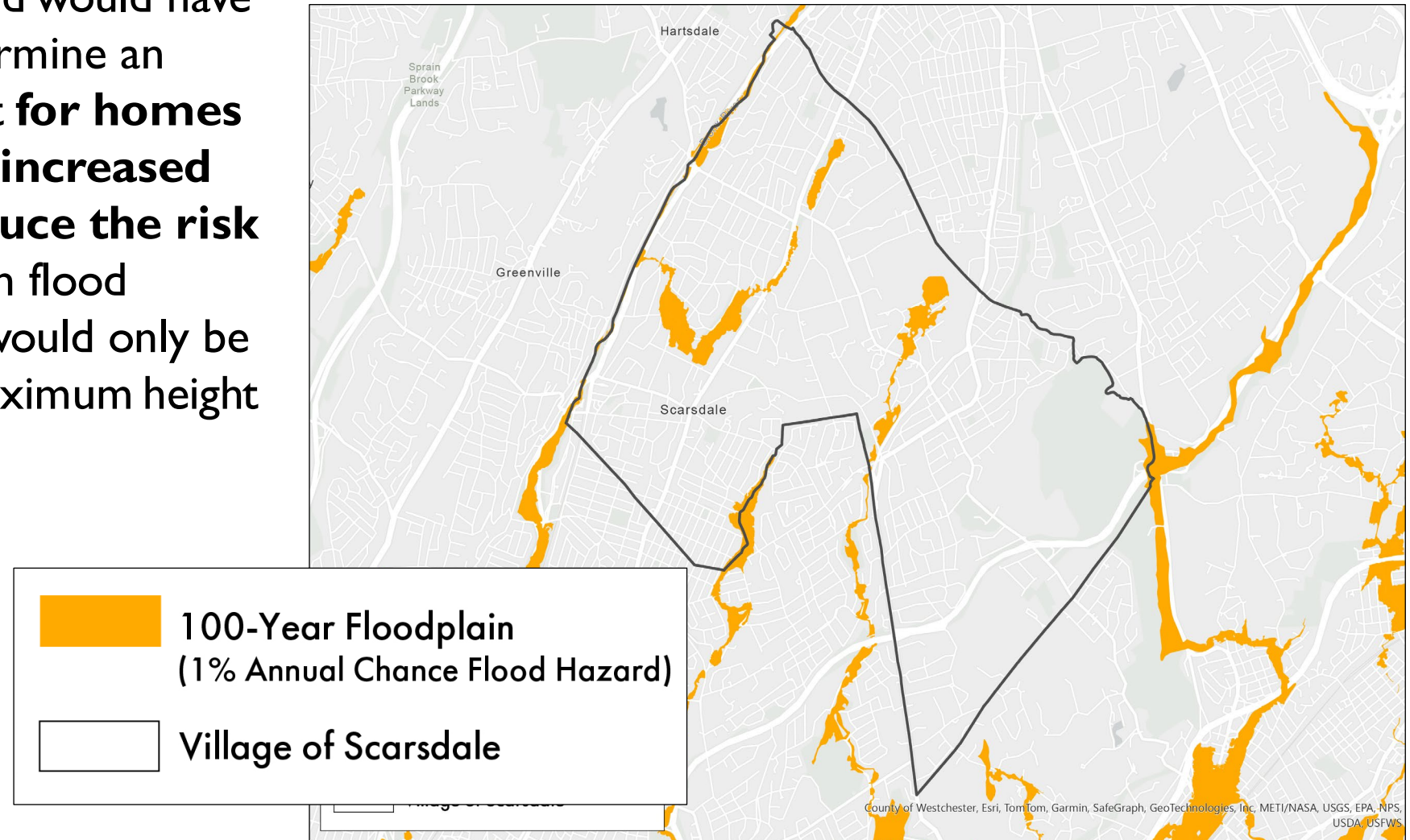
### Other Requirements for Site Plan Approval:

- I. Construction Management Plan
  - i.e., project schedule, storage, traffic control plan, staging areas
2. The Final Certificate of Occupancy shall not be issued until the Village Engineer and Building Inspector have reviewed and approved the final survey.

## II. Site Plan Review: Flood Hazard Areas

- The Planning Board would have discretion to determine an appropriate height **for homes that build at an increased elevation to reduce the risk of flooding** within flood hazard areas but would only be able to grant a maximum height increase of 3 feet.

Figure 2: FEMA 100-Year Floodplain



### III. Open Space Requirement

#### Proposed definition of Open Space:

*“The percentage of the surface area of a lot that is unoccupied by any structure, building, parking, paving, or other surface deemed to be impervious, and which is vegetated and open to the sky, either in its natural unimproved state or landscaped with lawn, trees, other plants, natural rock outcroppings, natural water features, or wetlands. Artificial turf, driveways, parking areas, patios, and walkways, regardless of surface composition, are deemed not to be open space.”*

# III. Open Space Requirement

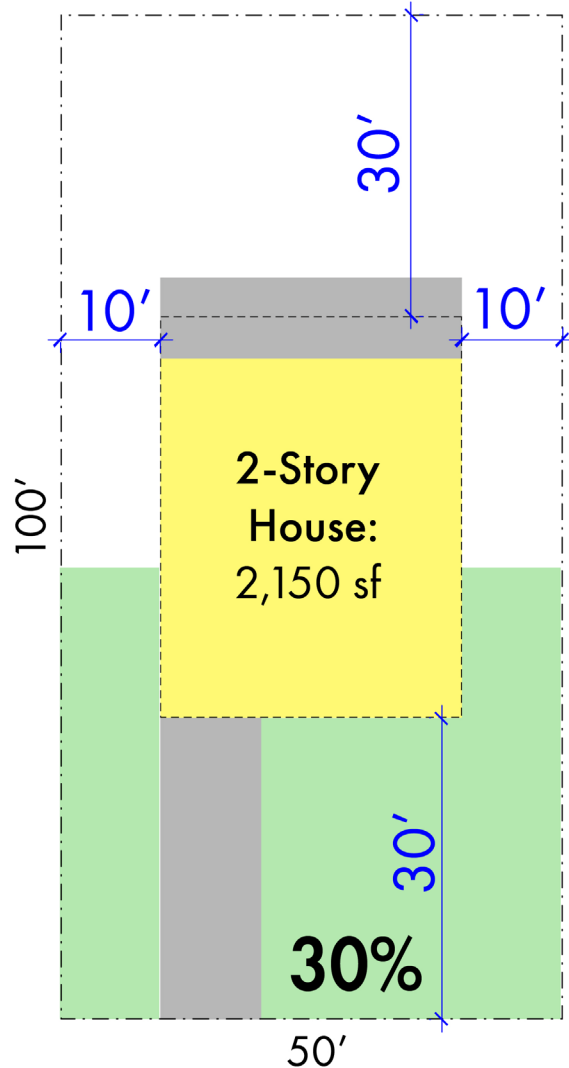
**Table 2: Proposed Open Space Requirement**

Zoning District	Proposed Open Space Requirement
A-5: 5,000 sf min.	<b>30%</b>
A-4: 7,500 sf min.	<b>35%</b>
A-3: 10,000 sf min.	<b>40%</b>
A-2a: 15,000 sf min.	<b>45%</b>
A-2: 20,000 sf min.	<b>50%</b>
A-1: 1 acre	<b>55%</b>
AA-1: 2 acres	<b>65%</b>

# III. Open Space Requirement

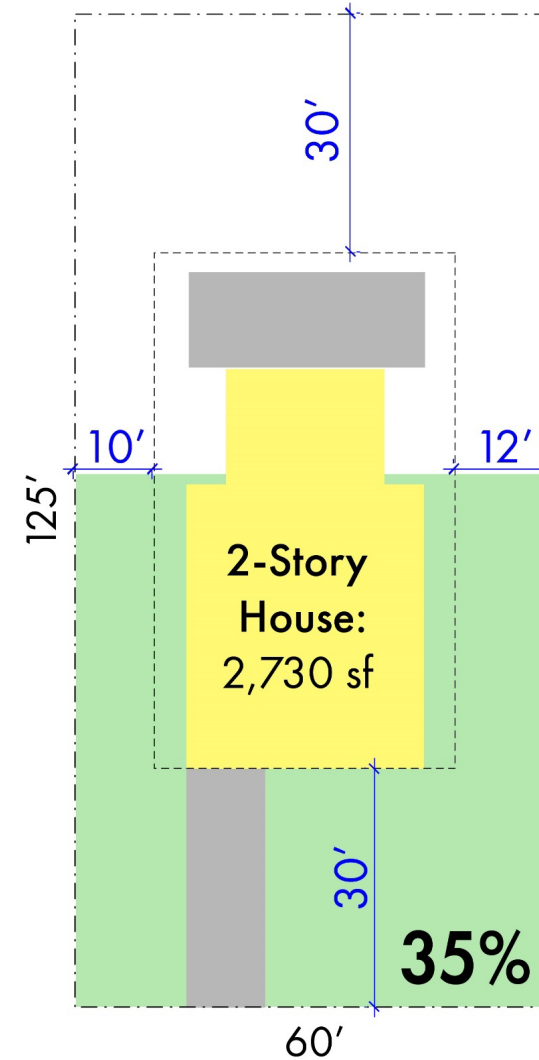
**A-5**  
5,000 sf

- Open Space: 1,500 sf
- 2-Story House: 2,150 sf
- Building Coverage: 21.5%
- Lot Coverage: 32.3%
- Patio: 240 sf (30' x 8')
- Driveway: 300 sf (10' x 30')
- Side Yard Setback: 10'/20'



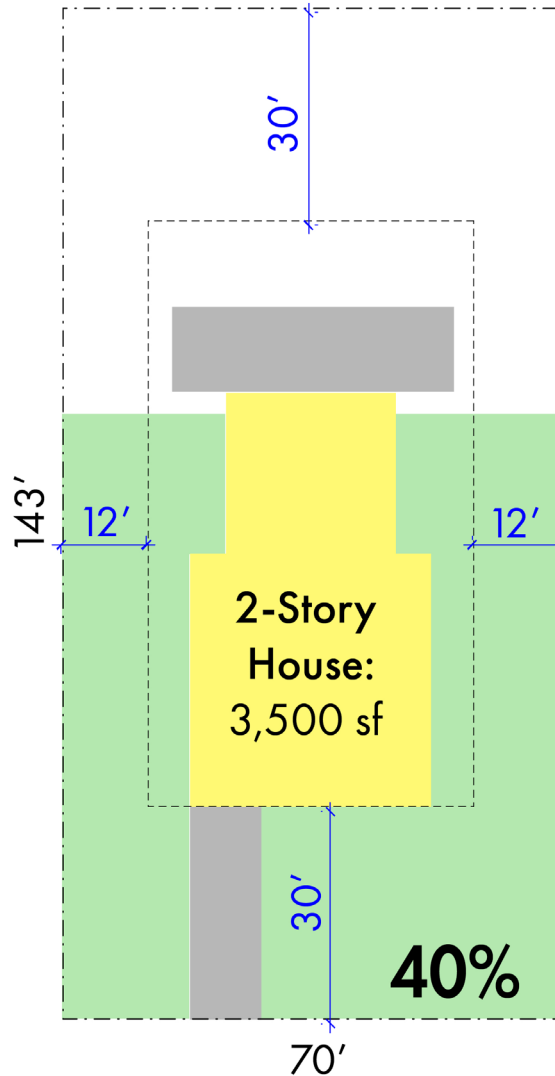
**A-4**  
7,500 sf

- Open Space: 2,625 sf
- 2-Story House: 2,730 sf
- Building Coverage: 18.2%
- Lot Coverage: 27%
- Patio: 360 sf (30' x 12')
- Driveway: 300 sf (10' x 30')
- Side Yard Setback: 10'/22'

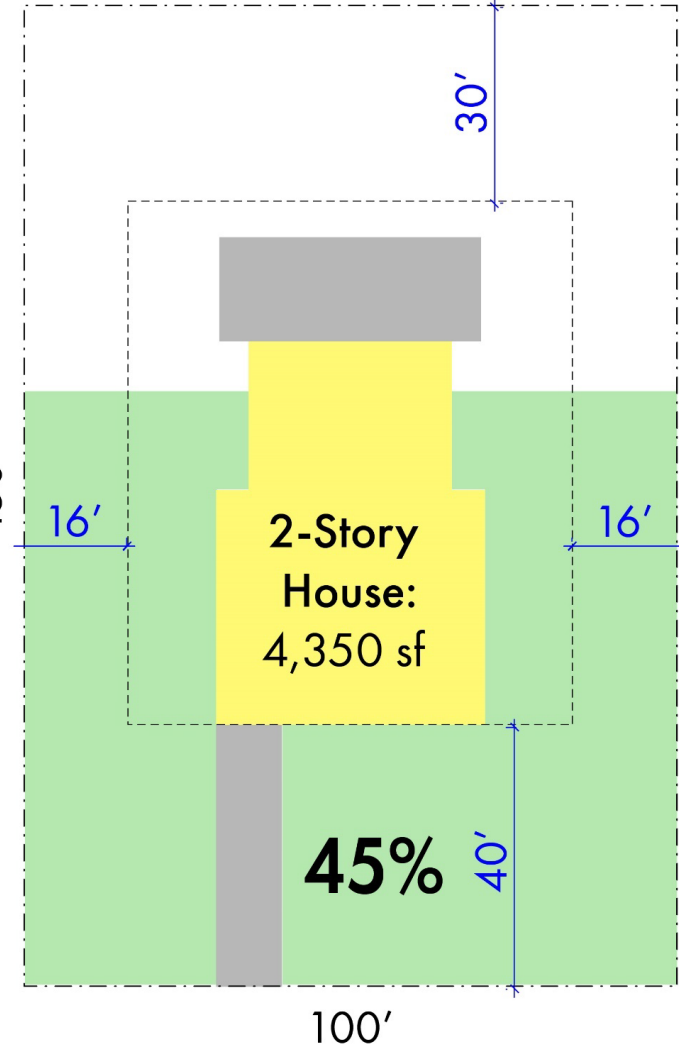


# III. Open Space Requirement

**A-3**  
 10,000 sf  
 Open Space: 4,000 sf  
 2-Story House: 3,500 sf  
 Building Coverage: 17.5%  
 Lot Coverage: 25.3%  
 Patio: 480 sf (40' x 12')  
 Driveway: 300 sf (10' x 30')  
 Side Yard Setback: 12'/24'



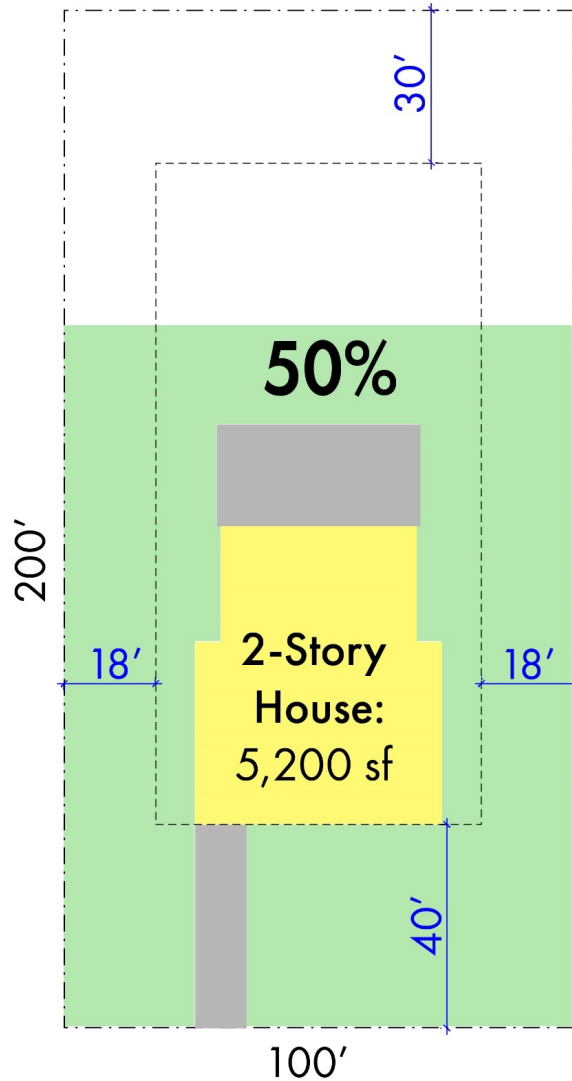
**A-2a**  
 15,000 sf  
 Open Space: 6,750 sf  
 2-Story House: 4,350 sf  
 Building Coverage: 14.5%  
 Lot Coverage: 21.4%  
 Patio: 640 sf (40' x 16')  
 Driveway: 400 sf (10' x 40')  
 Side Yard Setback: 16'/32'



# III. Open Space Requirement

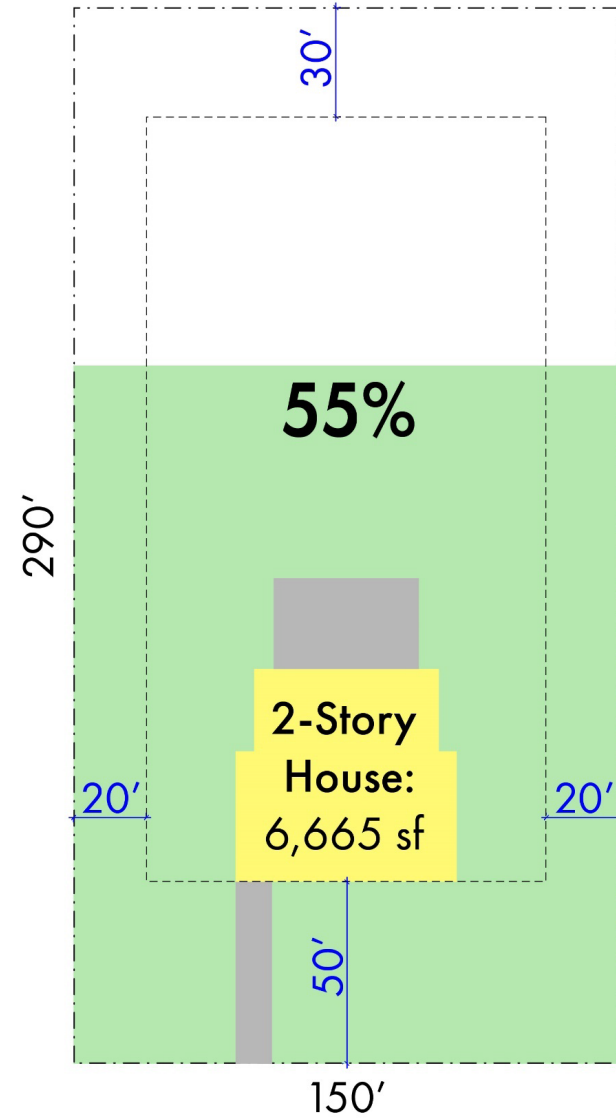
**A-2**  
20,000 sf

Open Space: 10,000  
 2-Story House: 5,200 sf  
 Building Coverage: 13%  
 Lot Coverage: 19%  
 Patio: 800 sf (40' x 20')  
 Driveway: 400 sf (10' x 40')  
 Side Yard Setback: 18'/36'



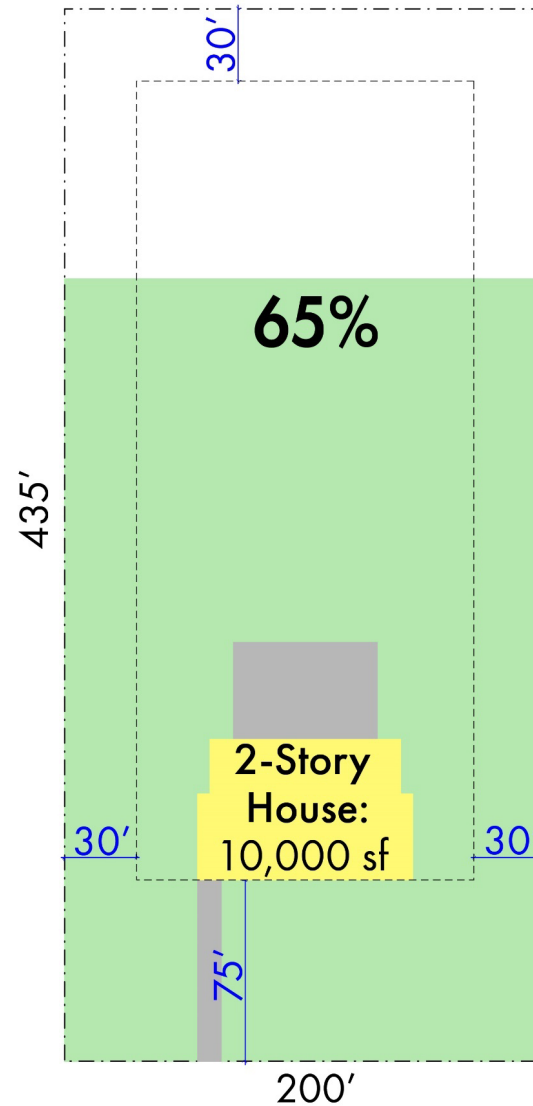
**A-1**  
1 acre

Open Space: 23,958 sf  
 2-Story House: 6,665 sf  
 Building Coverage: 7.7%  
 Lot Coverage: 11.1%  
 Patio: 1,000 sf (40' x 25')  
 Driveway: 500 sf (10' x 50')  
 Side Yard Setback: 20'/40'



# III. Open Space Requirement

**AA-1**  
2 acres  
Open Space: 56,628 sf  
2-Story House: 10,000 sf  
Building Coverage: 5.7%  
Lot Coverage: 18.7%  
Patio: 2,400 sf (40' x 60')  
Driveway: 750 sf (10' x 75')  
Side Yard Setback: 30' / 60'



## IV. Setbacks: Overview

### Setbacks and Accessory Buildings:

1. Increase Side Yard Setbacks in the A-4, A-3, A-2a, and A-2 Districts.
2. Increase Rear Yard Setbacks for Accessory Buildings in the A-5 and A-4 Districts.
3. Increase Side Yard Setbacks for Accessory Buildings in the A-5, A-4, A-3, A-2a, A-2, and A-1 Districts.
4. Treat private garages the same as other accessory buildings that require side and rear setbacks.
5. Clarify changes in Accessory Building Use.
  - Add a clarifying line: “A change in the use of an Accessory Structure may require a Building Permit, but shall not require approvals or permits from land use boards provided the new use is not inhabited or used for dwelling purposes and the footprint and height of the accessory structure is not increased.”

## IV. Proposed Side Yard Setbacks

**Table 3: Proposed Side Yard Setbacks**

Zoning District	Existing Side Yard Setbacks (min. / total)	Proposed Side Yard Setbacks (min. / total)
A-5: 5,000 sf min.	10 feet / 20 feet	(no change)
A-4: 7,500 sf min.	10 feet / 20 feet	10 feet / 22 feet
A-3: 10,000 sf min.	10 feet / 20 feet	12 feet / 24 feet
A-2a: 15,000 sf min.	15 feet / 30 feet	16 feet / 32 feet
A-2: 20,000 sf min.	15 feet / 30 feet	18 feet / 36 feet
A-1: 1 acre	20 feet / 40 feet	(no change)
AA-1: 2 acres	30 feet / 60 feet	(no change)

## IV. Accessory Building Setbacks

**Table 4: Proposed Rear and Side Yard Setbacks for Accessory Buildings**

Zoning District	Existing Rear Yard Setbacks for Accessory Buildings	Existing Side Yard Setbacks for Accessory Buildings	Proposed Rear Yard Setbacks for Accessory Buildings	Proposed Side Yard Setbacks for Accessory Buildings
A-5: 5,000 sf min.	3 feet (but not less than 4 feet if the walls have a combustible surface)	3 feet (but not less than 4 feet if the walls have a combustible surface)	<b>4 feet</b>	<b>4 feet</b>
A-4: 7,500 sf min.	3 feet (but not less than 4 feet if the walls have a combustible surface)	3 feet (but not less than 4 feet if the walls have a combustible surface)	<b>4 feet</b>	<b>6 feet</b>
A-3: 10,000 sf min.	5 feet	5 feet	<b>(no change)</b>	<b>8 feet</b>
A-2a: 15,000 sf min.	5 feet	10 feet	<b>(no change)</b>	<b>10 feet</b>
A-2: 20,000 sf min.	5 feet	10 feet	<b>(no change)</b>	<b>12 feet</b>
A-1: 1 acre	10 feet	10 feet	<b>(no change)</b>	<b>14 feet</b>
AA-1: 2 acres	15 feet	20 feet	<b>(no change)</b>	<b>(no change)</b>

## V. Floor Area Ratio (FAR): Overview

1. Round down the maximum FAR.
2. Extend maximum FAR through lot sizes of 88,000+ SF.
3. Reduce the Side Yard Setback FAR Incentive (§ 310-104).
  - Determined by comparing Scarsdale's maximum allowed square footage with surrounding communities.

# V. Floor Area Ratio (FAR)

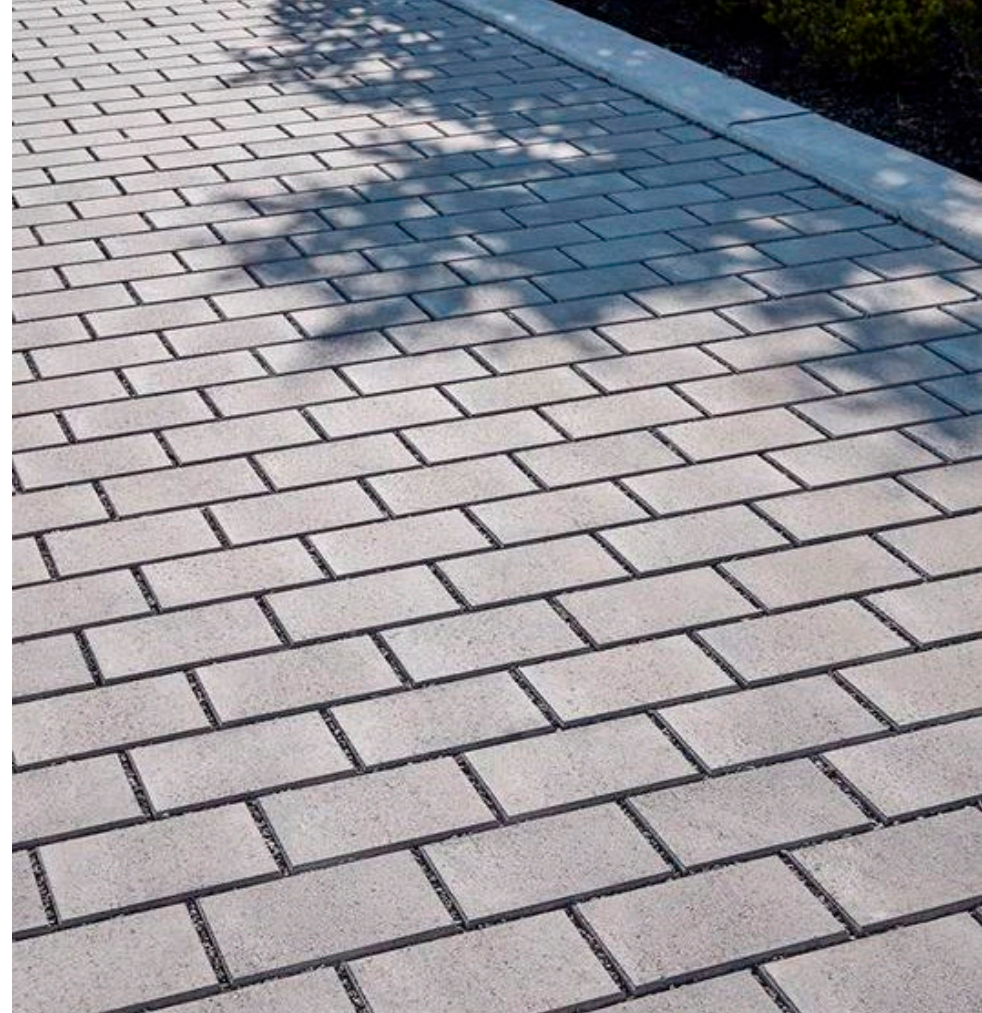
Table 5: Proposed Side Yard Setback FAR Incentive

Zoning District	Lot Size (SF)	Proposed Max. FAR	Resulting Max. Gross Residential Floor Area without Incentive (SF)	Existing Scarsdale Max. Incentive (SF)	Resulting Max. Gross Residential Floor Area with Existing Incentive (SF)	Scarsdale Proposed Max. Incentive (SF)	Resulting Max. Gross Residential Floor Area + Incentive (SF)
A-5	5,000	0.430	2,150	280	2,430	100	2,250
A-4	7,500	0.390	2,925	280	3,205	200	3,125
A-3	10,000	0.350	3,500	490	3,990	200	3,700
A-2a	15,000	0.290	4,350	490	4,840	400	4,750
A-2	20,000	0.260	5,200	490	5,690	400	5,600
A-1	43,560 (1 acre)	0.155	6,752	840	7,592	800	7,552

Reducing Side Yard Setback FAR Incentive

## VI. Impervious Surfaces

- Driveways composed of gravel and porous asphalt would be counted as lot coverage.
- An alternative material, such as permeable pavers could count as a pervious surface.



## VII. Building Coverage in All Residence A Districts

1. Suggest listing the permitted building coverages as percentages for each zoning district.
2. Recommend rounding down any maximum permitted coverage percentages with decimals to simplify the process and decrease permitted coverage slightly.

**Table 6: Proposed Maximum Permitted Building Coverage**

Zoning District	Existing Max. Permitted Building Coverage	Proposed Max. Permitted Building Coverage
A-5: 5,000 sf min.	30.00%	(no change)
A-4: 7,500 sf min.	28.00%	(no change)
A-3: 10,000 sf min.	25.00%	(no change)
A-2a: 15,000 sf min.	20.67%	20%*
A-2: 20,000 sf min.	18.50%	18%*
A-1: 1 acre	10.66%	10%*
AA-1: 2 acres	7.33%	7%*

*\*All percentages should be multiplied by the actual lot size to determine maximum permitted coverage*

## VII. All Surface Coverage in Wetland Areas

- I. Simplify percentages from Chapter 310, Section 23, “Permitted coverages in freshwater wetlands and freshwater wetlands controlled areas.”

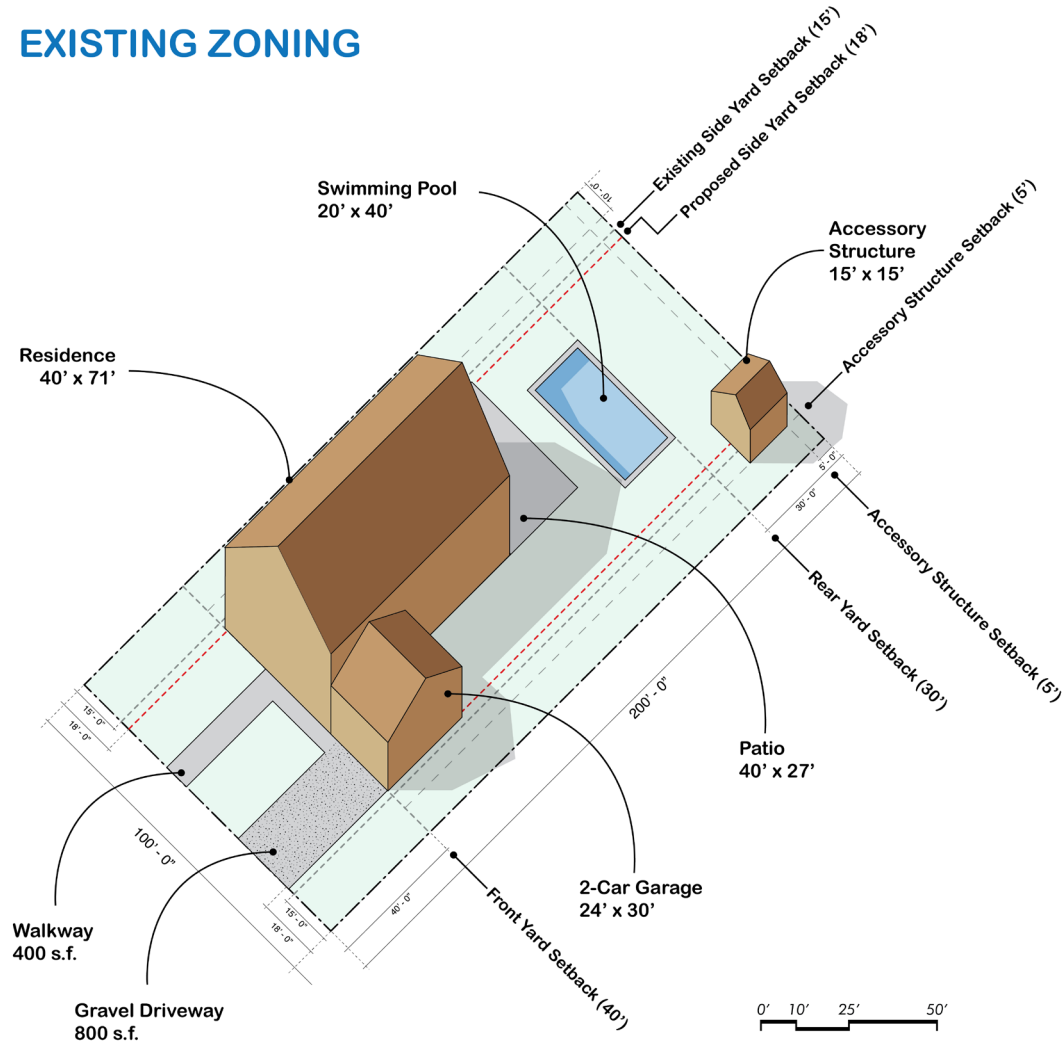
**Table 7: Proposed Maximum Permitted for All Structures and Impervious Surfaces in Wetland Areas**

Zoning District	Proposed Maximum Coverage Permitted for All Structures and Impervious Surfaces on the Lot
A-5: 5,000 sf min.	30%*
A-4: 7,500 sf min.	28%*
A-3: 10,000 sf min.	26%*
A-2a: 15,000 sf min.	23%*
A-2: 20,000 sf min.	20%*
A-1: 1 acre	16%*
AA-1: 2 acres	12%*

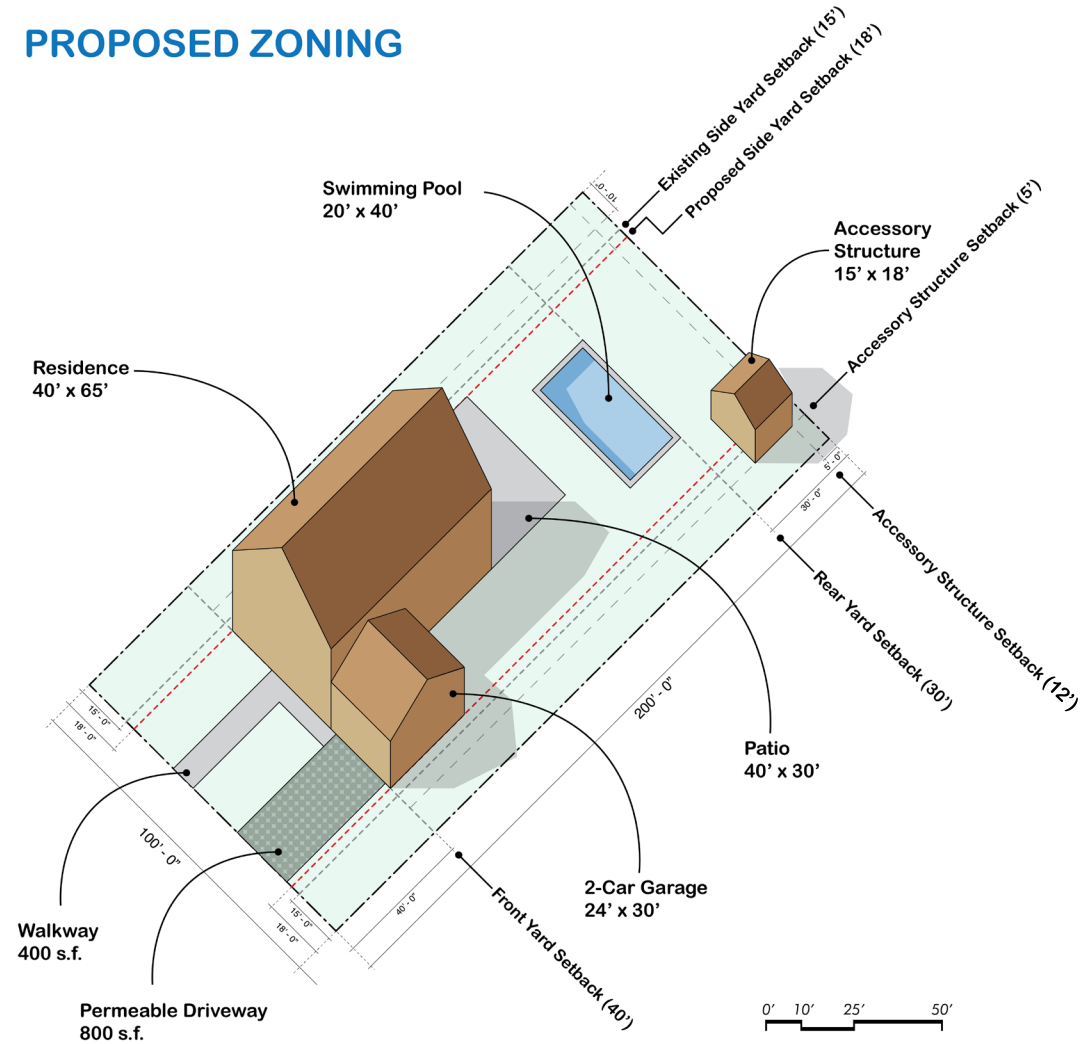
*\*All percentages should be multiplied by the actual lot size to determine maximum permitted coverage*

# VIII. Zoning – A-2 District Illustrative Lot (Comparison)

## EXISTING ZONING



## PROPOSED ZONING

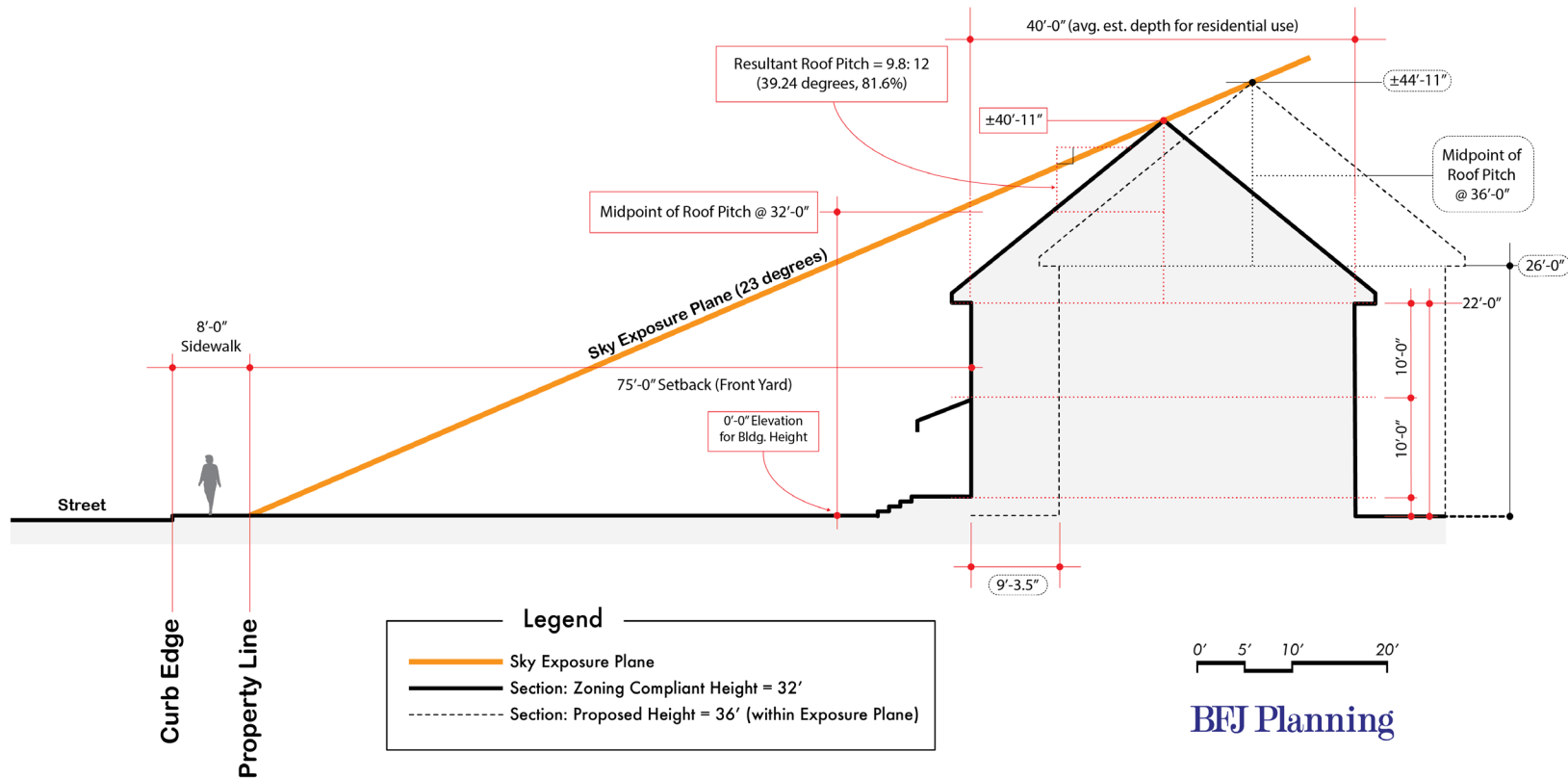


## IX. Height – Controlling Frontages (Sky Exposure Plane)

1. The Sky Exposure Plane approach would incentivize setting houses back farther from the property line by allowing a slightly higher maximum height only in the **AA-I district**.
2. The maximum height in the AA-I district would be 36 feet.
3. In all cases, the minimum front yard setback requirement of 75 feet must be met in the AA-I district.

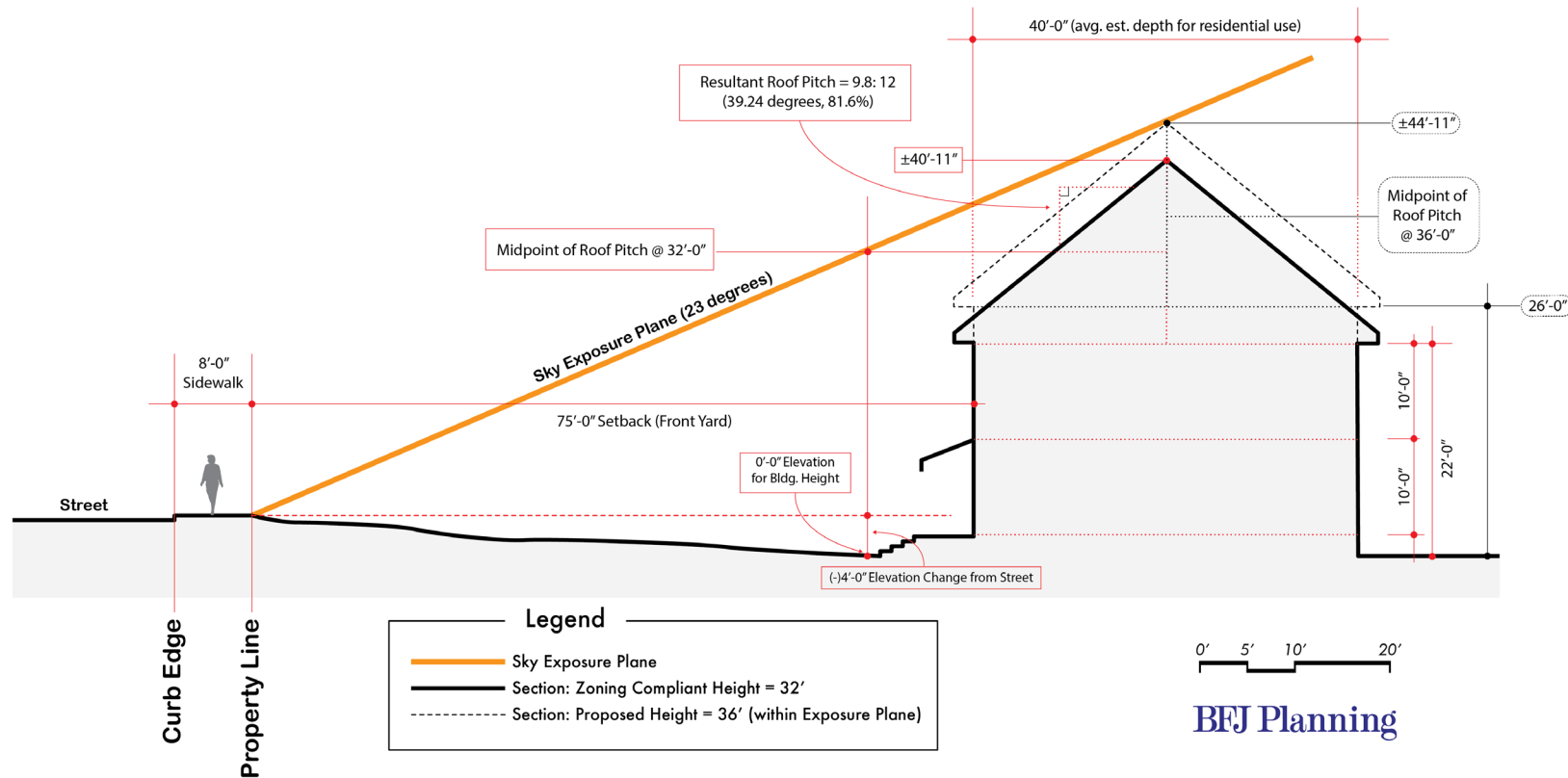
# IX. Height – Controlling Frontages (Sky Exposure Plane)

(Fig. 1) Village of Scarsdale | Residential Sky Exposure Plane Analysis  
(AA-1 Zoning District) – Level Site



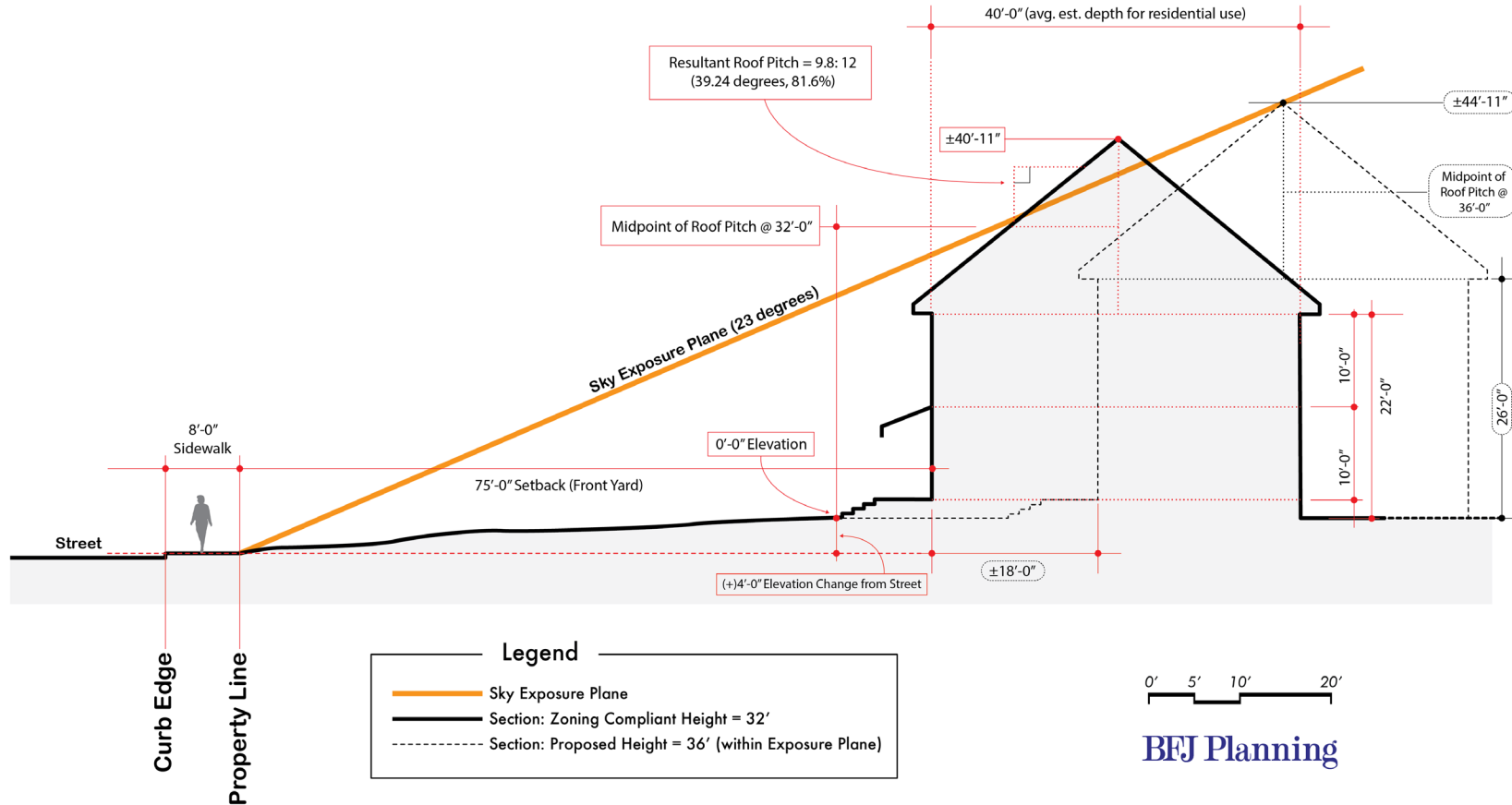
# IX. Height – Controlling Frontages (Sky Exposure Plane)

(Fig. 2) Village of Scarsdale | Residential Sky Exposure Plane Analysis  
(AA-1 Zoning District) – Site with 4'- 0" elevation decline



# IX. Height – Controlling Frontages (Sky Exposure Plane)

(Fig. 3) Village of Scarsdale | Residential Sky Exposure Plane Analysis  
 (AA-1 Zoning District) – Site with 4'-0" elevation incline



# X. Summary of Zoning Recommendations

## Site Plan Review

- Site Disturbance thresholds and exemptions
- Flood Hazard Areas
- Corner Lots
- Site Plan Review standards and requirements

## Open Space Requirement

- Require a percentage of each lot to be vegetated and open to the sky

## Setbacks

- Increase Side Yard Setbacks (A-4, A-3, A-2a, A-2 Districts)
- Increase Rear Yard Setbacks for Accessory Buildings in the A-5 and A-4 Districts
- Increase Side Yard Setbacks for Accessory Buildings in the A-5, A-4, A-3, A-2a, A-2, and A-1 Districts
- Treat private garages the same as other accessory buildings that require side and rear setbacks
- Clarify changes in accessory building use

## Floor Area Ratio (FAR)

- Round down the maximum FAR for lots with decimal points in the ten thousandths place
- Reduce the Side Yard Setback FAR Incentive
- Extend FAR table to 88,000+ SF

## Impervious Surfaces

- Driveways composed of gravel and porous asphalt would be counted as lot coverage

## Coverage

- Round down any maximum permitted building coverage percentages with decimals in Residence A districts
- Simplify permitted impervious surface coverage in all Residence A districts and in wetland areas

## Height

- Sky Exposure Plane (max. height of 36 feet in the AA-1 district).

## XI. Next Steps

- Planning Board working session on May 22, 2024
- Public Hearing on May 28, 2024
  - Town Board is the Agency making the SEQRA Determination.
  - No other Involved Agencies.
  - Town Board to review EAF, complete EAF Part 2.
  - Town Board to make determination of significance
  - Anticipate Negative Declaration as impacts are being reduced.
- Public Hearing on June 11, 2024

Thank you.  
Questions?

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>		

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  Yes  No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

\_\_\_\_\_

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit? N/A  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?  
\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?  
\_\_\_\_\_

d. What parks serve the project site?  
\_\_\_\_\_  
\_\_\_\_\_

**D. Project Details- Sections D and E are not applicable to an area-wide action**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acreage to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

• Total number of phases anticipated \_\_\_\_\_

• Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

• Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

*i.* Total number of structures \_\_\_\_\_

*ii.* Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

*iii.* Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

*i.* Purpose of the impoundment: \_\_\_\_\_

*ii.* If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

*iii.* If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_

*iv.* Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

*v.* Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

*vi.* Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

*i.* What is the purpose of the excavation or dredging? \_\_\_\_\_

*ii.* How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

*iii.* Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_

*iv.* Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_

*v.* What is the total area to be dredged or excavated? \_\_\_\_\_ acres

*vi.* What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

*vii.* What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

*viii.* Will the excavation require blasting?  Yes  No

*ix.* Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

*i.* Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

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k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.  
 i. During Construction:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_  
 ii. During Operations:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul>	

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

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d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_  
\_\_\_\_\_

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e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  

- Dam height: \_\_\_\_\_ feet
- Dam length: \_\_\_\_\_ feet
- Surface area: \_\_\_\_\_ acres
- Volume impounded: \_\_\_\_\_ gallons OR acre-feet

ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_  
\_\_\_\_\_

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f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  

- If yes, cite sources/documentation: \_\_\_\_\_

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
\_\_\_\_\_

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g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_  
\_\_\_\_\_

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

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iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, give a brief description of how the proposed action may affect that use: _____ _____	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

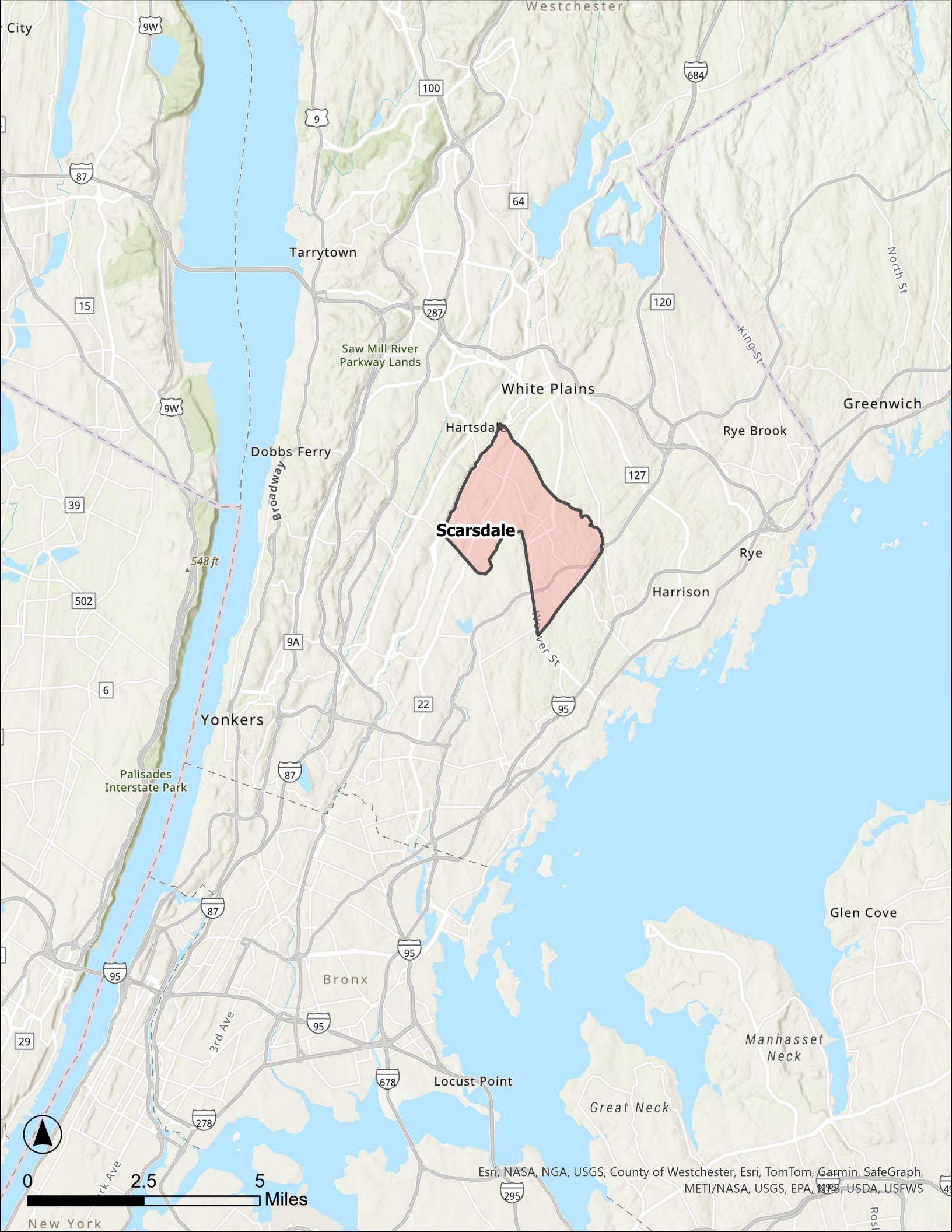
*All impacts identified are beneficial.*

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature Kellan D. Cantrell Title \_\_\_\_\_





**Date:** Tuesday, May 28, 2024

**Re:** Minutes for the May 14, 2024 Village Board Regular Meeting

**COVER PAGE**

***Village Clerk's Office***

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**ATTACHMENT(S):**

- [Minutes 04-30-2024 Village Board Meeting.docx](#)

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &  
Video Conference  
Via Zoom  
April 30, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, April 30, 2024, at Rutherford Hall and via video conference at 8:14 p.m.

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

\* \* \* \* \*

Mayors Comments

Mayor Arest provided the following comments:

Work on this budget started over six months ago and developing a budgetary document like this which has to deal with myriad competing demands so much time in advance is never an easy task. The goal, however is always simple: to create the most responsible fiscal roadmap for our community that takes into account the needs and desires of our residents and tries to effectively provide as much as it can in the most efficient manner possible. There are always tradeoffs, and, there are always deferrals. Much work has taken place in recent history to address a potential overuse of deferrals and to work with the community to determine what is the correct level of programs, services, and infrastructure offerings and improvements that can be provided responsibly. More work will continue on this but I am proud of the improvements to the process and the overall fiscal management and oversight that has taken place and I must thank our Acting Manager, our Treasurer, their teams, and so many more on staff that have made these changes possible.

This will be the highest tax increase I will have voted on since my time on the Village Board. I, nor any of my colleagues take that lightly. But we also recognize the inflationary environment we have been living in and hope that the worst of its impacts are behind us.

I want to begin to finish my budget comments specifically on the NY state tax cap. I and I believe all of my colleagues are generally supportive of the concept of a tax cap. While it is not really a cap, having an additional burden to approve a budget over a certain threshold increase is something that makes sense. Where I hope the state can look at the tax cap formula again relates to the inflationary factor. The increase includes inflation but only at the lesser of CPI or

2%. When the cap was created and for many years after, we were in or near a zero interest rate environment. In order to reflect the practical impact of the cap when inflationary pressures are much higher than that 2% limit, and potentially strengthen the tax cap's impact, revisions to the formula should be discussed.

I appreciate Trustee Wise's comments as a newcomer as I have always felt that while I may not have always agreed with colleagues on the Board over the years, I do believe we have always worked hard and professionally with staff to find the best budgets for our community and always strived to deliver what is needed and expected with the lowest tax increase possible.

Finally, I have tried over the years to share information with residents in different ways to best explain the impact of budgetary changes. We can discuss the increase to the tax rate, the increase to the tax levy, the increase to the budget, I could go on. There is also the impact that these increases have on your total tax bill. Village taxes account for approximately 20% of your total tax bill. So, tonight I am just going to use actual tax numbers for residents in dollars based on the average household. Using market value, not assessed value, the average household is currently about \$2.1mm.

The average household in Scarsdale currently pays \$8,161.53. The tax cap formula would allow an increase of \$231.64. The Treasurer provided the Board with helpful information early in the process that illustrated how just the obligatory increases in pension costs and health and property insurance alone would require an increase of \$254.49. So, those non discretionary increases alone already amount to an increase that is about \$20 higher than the tax cap threshold. What we have put forward- and I believe will approve- will lead to an increase of \$348.39 (total village tax will become \$8,509.92) and I am very proud of what we have been able to do in terms of continuing our high level of services and making badly needed improvements to some of our assets and infrastructure. Thank you.

\* \* \* \* \*

### Manager's Comments

Acting Village Manager Marshall provided the following comments:

Firstly, I wanted to highlight that the Scarsdale Farmers Market is back starting May 12, with a very special grand opening that we hope all residents will come out to enjoy. Since the grand opening falls on Mother's Day, you can treat the mothers in your life to a delicious assortment of locally made goods from regional farmers. This year, the market is being run by Down to Earth Markets and they are bringing a great selection of vendors, which you can learn more about by going to [scarsdale.com](http://scarsdale.com) and clicking the Farmers Market highlight story at the bottom of the homepage, or by going to Facebook and Instagram and following the handle @scarsdalenyfarmersmarket. The market will run from May 12 – November 24 in the Village Center from 9AM-2PM. This year, the Village and the Scarsdale Business Alliance are also partnering with the Westchester County Department of Tourism to bring you "Destination Scarsdale". Scarsdale's Village Center is a midway point on the Bronx River Bicycle Sunday Tour, and we look forward to showcasing our community as a "Destination" through the market and other special events. Stay tuned for more information.

Lastly, although it recently passed, I wanted to mention Denim Day, which stems from an infamous ruling by the Italian Supreme Court, where a rape conviction was overturned because the victim in the case was wearing tight jeans. Every year, Scarsdale Family Counseling Services through the Scarsdale Safe Coalition, highlights the importance of Denim Day, which occurs internationally on April 24, but was observed in Scarsdale on April 17 due to the spring recess, bringing attention to the importance of preventing sexual violence in our community. In keeping with tradition, the Village Board and staff have decided to wear jeans to the second board meeting in April to show support for this initiative. I will turn it over to Mayor Arest who has with him, a proclamation recognizing Denim Day.

Mayor Arest presented the following Proclamation:

International Denim Day has been observed since April 1999 as a symbol of protest in response to an Italian High Court decision to overturn a rape conviction because the victim wore tight jeans.; and

*Whereas*, Every year since, community members, elected officials, businesses, and students have organized to make a statement with their fashion by wearing jeans as a visible means of protest against the myths that surround sexual violence; and

*Whereas*, there are sexual assault prevention and education efforts underway throughout the Nation, New York, Westchester County, and the Village of Scarsdale to challenge the societal myths and behaviors that perpetuate rape as well as to engage communities and residents in a common goal of ending sexual assault; and

*Whereas*, a life free from sexual violence is a basic human right that should be accorded to all members of our society, as there is no excuse for, and never an invitation to rape; and

*Whereas*, the Village of Scarsdale is dedicated to supporting Denim Day to make the community aware of the prevalence of sexual violence;

*Now, therefore, I, Justin Arest, Mayor of the Village of Scarsdale, joined by the entire Village Board of Trustees, do hereby proclaim April 30, 2023, as*

### Denim Day

in the Village of Scarsdale and urge all residents to wear denim while learning about the impacts of sexual violence, challenging the myths and behaviors that perpetuate it, and taking steps to end sexual assault.

\* \* \* \* \*

Public Hearings

Upon a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Brew, and approved unanimously; the continuation of a public hearing opened on April 9, 2024, on the Village of Scarsdale 2024-2025 Tentative Budget was opened.

The following members of the public provided comment:

Robert Harrison; 65 Fox Meadow Road

As there were no further comments provided, the public hearing was closed on a motion entered by Trustee Gans, seconded by Deputy Mayor Gruenberg, and approved unanimously.

\* \* \* \* \*

Prior to public comment, Mayor Arest shared that work to make some improvements at Village Hall has been considered. For many years there have been various projects included in the capital budget to make improvements, but things still aren't the way they ought to be for the quality of life for staff, and effectiveness and efficiency. The building needs massive renovation, or alternatively, a new Village Hall. Nothing has been decided on those terms, and no substantial changes will be made for another five to six years at minimum, but planning will begin immediately. However, to make necessary improvements to address short-term and medium-term needs, would require \$800,000 from the fund balance.

Fellow trustees shared comments in support of allocating fund balance monies toward Village Hall renovations.

\* \* \* \* \*

### Public Comment

Stephen Marchiony; 104 Walworth Avenue, is pleased with the Board's effort in making pickleball a priority and launching the program at Crossway but is disappointed that there will no longer be pickleball at the Brite Avenue courts.

Robert Harrison; 65 Fox Meadow Road, is disappointed that his full comments weren't included in the minutes of the April 9, 2024 meeting. Mr. Harrison remarked that it is important that comments made by the public be published in meeting minutes and considers them to be inaccurate on the account they do not present what was wholly presented.

\* \* \* \* \*

### Trustee Liaison Reports

Trustee Brew reported that, as Acting Village Manager Marshall had indicated earlier, the Scarsdale Edgemont Family Counseling Service's SAFE Coalition honored Denim Day on

Wednesday, April 17<sup>th</sup>. Children, teens, families, community members, elected officials, staff, businesses, and students alike made a social statement by wearing denim. It's an important day and social cause to acknowledge.

Trustee Brew also reported that last Saturday, the Scarsdale Police Department and US Drug Enforcement Agency held an annual prescription drug take back event in the lower level of the Village Hall parking lot. Data shows that misused prescription drugs are most often obtained through family and friends with unused prescriptions. Medications not properly stored can pose a risk to the health of children and pets, who might accidentally ingest them. Flushing medications and disposing of them in the trash can endanger our waterways and wildlife. Although take back day has passed, a disposal unit is available to the community all year round at the Scarsdale Police Department.

Trustee Brew further reported that the Scarsdale Edgemont Family Counseling Service will be having their annual spring gala, "A Night in Bloom". It is being held on May 16, 2024, at the Scarsdale Golf Club and they will be honoring Meg Simon with the Rising Star award in recognition of her volunteer leadership and contributions to many Scarsdale organizations. Scarsdale Edgemont Family Counseling Service is a nationally recognized family service agency, accredited by the Council on Accreditation. The agency has been an anchor in the community for more than a hundred years, providing counseling services and supportive programs to local individuals and families in all stages of life. So please support them and purchase tickets by visiting [sfcsinc.org](http://sfcsinc.org).

\* \* \* \* \*

Trustee Mazer reported on behalf of the Council on Scarsdale Senior Citizens regarding upcoming events that may be of particular interest to seniors in the community. On May 2, 2024, from 11 am to 12:30 pm at the Girl Scout House, there will be a "snack and talk" about summer plans. On May 9, 2024, there will be a Mother's Day celebration with ice cream and sundaes at the Girl Scout House from 11:30 am to 12:30 pm. To participate in either of the two events, interested individuals should contact Stacey Cook at the Scarsdale Edgemont Family Counseling Service at [scook@sfcsinc.org](mailto:scook@sfcsinc.org).

\* \* \* \* \*

Mayor Arest acknowledged that May is Mental Health Awareness Month. It's a really important time and Mayor Arest wanted to highlight it at tonight's meeting because tomorrow is the start of May and the next regular meeting won't be until mid-May (May 14, 2024). Mayor Arest mentioned that there will be special events throughout the community through organizations such as Scarsdale Edgemont Family Counseling Service. Mayor Arest encouraged the community to keep an eye out for further discussions and information.

\* \* \* \* \*

Bills

Trustee Brew reported that she had audited the Abstract of Claims dated April 30, 2024, in the amount of \$1,458,406.54.

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

RESOLVED, that the Abstract of Claims dated April 30, 2024, in the amount of \$1,458,406.54 is hereby approved.

\* \* \* \* \*

Minutes

Upon a motion entered by Trustee Brew, and seconded by Deputy Mayor Gruenberg, the Minutes from the April 9, 2024, Village Board Meeting were approved unanimously.

\* \* \* \* \*

Consent Agenda

Upon a motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Brew, the following consent agenda items were approved unanimously:

- Resolution for Award of a Contract for the Purchase of Refuse Fleet Cameras
- Resolution to Award of a Preferred Source Agreement – Village Properties, Application and Special Services
- Resolution to Award Contract VM 1309 Travel Camp Coach Bus Bid

\* \* \* \* \*

Trustee Ahuja

Upon a motion entered by Trustee Ahuja, seconded by Trustee Mazer, and approved unanimously; the appropriations portion of the FY 2024-2025 Village Budget was amended to increase capital projects by 800,000, and increase revenue by 800,000, to be funded by transfer from the fund balance.

\* \* \* \* \*

Prior to the adoption of the FY 2024-2025 Village Budget, members of the board expressed thanks to those who contributed to creating the budget, shared comments regarding the budget process leading up to tonight's adoption, and reflected on some of the key items being accounted for in this upcoming fiscal year.

Upon motion entered by Trustee Ahuja, and seconded by Trustee Mazer; the following resolution regarding Adoption of the FY 2024-2025 Village Budget; was approved by the vote indicated below:

WHEREAS, pursuant to Section 5-508 (3) of the New York State Village Law, a public hearing on the FY 2024-2025 Tentative Budget was held on April 09, 2024 and April 30, 2024; and

WHEREAS, pursuant to Section 5-508 of the Village Law, the Board of Trustees must adopt the budget no later than the first day of May; and

WHEREAS, the Village Board of Trustees unanimously voted in the affirmative to amend the appropriations portion of the FY 2024-2025 Tentative Budget to include an increase in capital expenses in the amount of \$800,000 to be funded by a budget transfer from the Village's fund balance; now, therefore, be it

RESOLVED, that the FY 2024-2025 Tentative Budget filed on March 20, 2024, is hereby adopted, as amended, as the Budget of the Village of Scarsdale for the fiscal year June 01, 2024, to May 31, 2025, and that the sums enumerated in the budget document are hereby appropriated for the objects and purposes specified; and be it further

RESOLVED, that the salaries, benefits, and other terms and conditions of employment for employees represented by a bargaining unit be provided in accordance with the corresponding contract terms; and be it further

RESOLVED, that salaries, benefits, and other terms and conditions of employment of employees covered by written agreements be provided in accordance with such written agreements; and be it further

RESOLVED, that benefits and other terms and conditions of employment for non-union employees not covered by written agreements be paid in accordance with budgetary provisions, and as also provided by the adopted Fringe Benefit Policy for non-union employees; and be it further

RESOLVED, that the sums enumerated in the columns entitled "2024-25 Tentative Budget" in the Revenue Schedules of the budget document, including estimated revenues and appropriated fund balances, are hereby made available for the purpose of financing such appropriations.

AYES

ABSTENTIONS

ABSENT

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

\* \* \* \* \*

Upon motion entered by Trustee Ahuja, and seconded by Deputy Mayor Gruenberg; the following resolution regarding Year End Modifications for the 2023-2024 Operating Budget; was approved by the vote indicated below:

WHEREAS, the Village Treasurer is responsible for the orderly recording of all finances associated with the operations of the Village; and

WHEREAS, to close the financial records for the fiscal year ending May 31, 2024, certain budget adjustments, transfers and amendments may be required; and

WHEREAS, this Village Board wishes to provide the Village Treasurer with the authorization to perform all necessary budget adjustments, transfers, amendments and fund balance adjustments in order to produce a balanced budget for the fiscal year ending May 31, 2024.

WHEREAS, the following entries are required for the fiscal year ending May 31, 2024:

General Fund - Revenue

GL Account	Account Description	Increase	Decrease
A-1000-006-1130-02	Public Utility Tax Gas	150,000	
A-1000-006-1130-01	Public Utility Tax Elec		150,000
A-1000-022-2798-0	Police O/T Reimb	850,000	

General Fund - Expenditures

GL Account	Account Description	Increase	Decrease
A-1420-ADMIN-ADMIN-400 458	Supplemental Services	50,000	
A-1420-ADMIN-ADMIN-400 458-.2	Freightway Redevelopment Legal Expense		50,000

A-1230-ADMIN-ADMIN-100 1	Personal Services		60,000
A-1430-PRSNL-ADMIN-100 13	Personal Services P/T	60,000	
A-1680-MIS-SFTSP-400 409	Personal Comp Software		12,000
A-1680-MIS-SFTSP-400 454	Travel		2,000
A-1680-MIS-SFTSP-400 499	Contractual Expense	14,000	
A-3120-PTL-PTL-100 14	Personal Services Reimbursable Overtime	850,000	
A-9990-SPCL-BENEF-800 9050	Unemployment Insurance	20,000	
A-9990-SPCL-SPCL-500 1930	Judgements and Claims	40,000	
A-9990-SPCL-SPCL-500 1990	Contingent Account		60,000
A-1110-ADMIN-ADMIN-100 1	Personal Services		7,500
A-1110-ADMIN-ADMIN-400 469	Printing & Forms		2,500
A-1110-ADMIN-ADMIN-400 499	Contractual Expense	10,000	
A-1230-ADMIN-ADMIN-100 1	Personal Services		8,000
A-1230-ADMIN-ADMIN-400 499	Contractual Expense	10,000	
A-1230-ADMIN-ADMIN-400 460	Repairs to Equipment		2,000
A-1410-ADMIN-ADMIN-100 1	Personal Services	18,000	
A-1410-ADMIN-ADMIN-100 13	Personal Services P/T	9,000	
A-1410-ADMIN-ADMIN-200 20-0	Equipment		28,000
A-1410-ADMIN-ADMIN-400 405	Village Code Update	11,000	
A-1410-ADMIN-ADMIN-400 412	Office Supplies	2,000	
A-1410-ADMIN-ADMIN-400 435	Prof Business Exp	2,000	
A-1410-ADMIN-ADMIN-400 488	General Election	2,000	
A-1410-ADMIN-ADMIN-400 496	Professional Development	2,000	

General Fund - Transfers

GL Account	Account Description	Increase	Decrease
A-9990-TRNFR-TRNFR-950 9550	Trans to Capital Fund for Paving Catch Up	1,750,000	

General Fund – Parks and Recreation Programs

GL Account	Account Description	Increase	Decrease
A-1000-008 2001-13	Rec Fees Pickleball	30,000	
A-1000-008 2001-01	Rec Fees Tennis	10,000	
A-7020-REC-PICK-400 499	Contractual Expense	30,000	
A-7020-TNIS-TNIS-400 499	Contractual Expense	10,000	

General Fund – Municipal Court Grant

GL Account	Account Description	Increase	Decrease
A-1000-026 3389-1	St Aid Criminal Justice Grant	6,987	
A-1110-ADMIN-ADMIN-400 499	Contractual Expenses	6,987	

Library Fund - Expenditures

GL Account	Account Description	Increase	Decrease
L-7410-ADMIN-ADMIN-400 412	Office Supplies	3,000	
L-7410-ADMIN-ADMIN-400 485	Postage	1,000	
L-7410-ADMIN-ADMIN-400 499	Contractual Expense	25,000	
L-7410-ADMIN-ADMIN-400 449	Miscellaneous Supplies		18,000
L-7410-ADMIN-ADMIN-200 20	Equipment		8,000
L-7410-ADMIN-ADMIN-400 435	Prof Business Exp		3,000
L-7410-ADULT-PROG-400 459	Program Expenses	2000	
L-7410-ADULT-REF-100 13	Personal Services P/T		2,000
L-7410-CHILD-REF-100 13	Personal Services P/T	60,000	
L-7410-CHILD-REF-100 1	Personal Services		60,000
L-7410-CIRC-INV-100 13	Personal Services P/T	15000	
L-7410-CIRC-MTRLS-100 1	Personal Services		15,000
L-7410-FAC-BLDG-100 12	Personal Services O/T	8,000	
L-7410-FAC-BLDG-400 460	Repairs to Equipment	20,000	
L-7410-FAC-BLDG-400 461	Repairs to Buildings	10,000	
L-7410-TEEN-REF 13	Personal Services P/T	40,000	
L-7410-ADMIN-BENEF-800 9060	Health Insurance	35000	
L-7410-FAC-BLDG-400 499	Contractual Expense		113,000

RESOLVED,

that the Village Treasurer is hereby authorized to make all necessary adjustments, transfers and amendments to the FY 2023-2024 operating budget revenue and expenditure accounts required to produce a balanced budget.

AYES

ABSTENTIONS

ABSENT

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

\* \* \* \* \*

Upon motion entered by Trustee Ahuja, and seconded by Deputy Mayor Gruenberg, the following resolution regarding Water Meter Replacement Fee; was approved unanimously:

WHEREAS, the Village has recently undertaken a water meter replacement program with National Metering Service Inc. to replace outdated T-Pad water meters with upgraded radio meters, which will greatly enhance the Village's efficiency in collecting accurate water consumption data as well as reduce costs associated with T-Pad water meter readings; and

WHEREAS, there are several hundred water customers who have been unresponsive to the numerous communications sent by the Village and National Metering Service Inc. to have their T-Pad water meter replaced with radio meters, which is prohibiting the successful implementation of this crucial and cost-savings Village project: now, therefore be it

RESOLVED, that pursuant to Village Code § A320-23, the Village Board hereby authorizes the implementation of a \$500 fee to be applied to those water customers who have failed to replace their T-Pad water meters with an upgraded radio meter in order to off-set the greater costs associated with readings of T-Pad water meters; and be it further

RESOLVED, that the Village Manager and/or Village Treasurer is authorized to waive this fee from water bills upon a customer's successful completion of water meter replacement in accordance with the Village's water meter replacement program, provided that such replacement is completed within 60 calendar days of the fee being added to a customer's water bill.

\* \* \* \* \*

Upon motion entered by Trustee Ahuja, and seconded by Trustee Brew, the following resolution regarding Authorization to Execute a Revocable License Agreement for the Operation of a Valet Service; was approved by the vote indicated below:

WHEREAS, since 2007, ProPark America, New York, LLC (ProPark) has provided valet services that helps alleviate the high demand for Scarsdale’s commuter parking, and in return paid the Village a flat monthly fee; and

WHEREAS, in recognition of the level of service provided by ProPark to Scarsdale commuters and others, their responsiveness to Village requests, and recognizing the complexity and uncertainty surrounding the potential redevelopment of the Freightway Site, Village staff have negotiated a 48-month retroactive agreement with ProPark to continue operating its valet parking service; and

RESOLVED, the Village Board of Trustees hereby authorizes the Acting Village Manager to execute a License Agreement with ProPark America, 7 Washington Avenue, Hastings-on-Hudson, NY 10706, in substantially the same form as attached hereto, to operate a valet parking service at the Village-owned Freightway Open Lot and Level 1A of the Freightway Garage in accordance with the terms and conditions of said Agreement, and is further authorized to undertake administrative acts as may be required pursuant to the terms of the Agreement.

AYES

ABSTENTIONS

ABSENT

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

\* \* \* \* \*

Trustee Wise

Upon motion entered by Trustee Wise, and seconded by Trustee Brew, the following resolution regarding Appointment to the Council on People with Disabilities; was approved unanimously:

WHEREAS, pursuant to the Constitution of the Council on People with Disabilities, membership shall be comprised of seven to ten Scarsdale residents appointed by the Village Board, each for a two-year term; and

WHEREAS, there is currently an open seat on the Council on People with Disabilities that was not filled upon the expiration of the prior term; and

WHEREAS, the Village Board, at their April 09, 2024 Regular Meeting reviewed and discussed the resume of Naomi Lipman, 1186 Post Road, and herein recommends that Ms. Lipman be appointed to the Council on People with Disabilities; now, therefore be it

RESOLVED, that Naomi Lipman, 1186 Post Road, is hereby appointed to the Council on People with Disabilities for a term effective immediately and ending on April 06, 2026, or until such time as a successor is appointed.

\* \* \* \* \*

Mayor Arest

Upon motion entered by Mayor Arest, and seconded by Trustee Brew, the following resolution regarding Appointment of Village Attorney; was approved unanimously:

RESOLVED, that pursuant to the provisions of Section 4-400 of the Village Law, the Mayor hereby recommends to the full Village Board that the law firm of Keane & Beane, P.C., as the Village Attorney for a term beginning on April 01, 2024, through and including May 31, 2026, pursuant to the terms set forth in Keane & Beane, P.C.'s Retainer Agreement, dated April 16, 2024; and be it further;

RESOLVED, that the Village of Scarsdale Board of Trustees hereby approves the appointment of Keane & Beane, P.C., as Village Attorney and authorizes the Acting Village Manager to execute the Retainer Agreement, attached hereto.

\* \* \* \* \*

Written Communications

There were no written communications.

\* \* \* \* \*

Public Comment

Robert Harrison; 65 Fox Meadow Road, dismayed his written communication was not included in the packet after emailing the Village Clerk and inquired what the email address should be contacted for written communications to the Board.

\* \* \* \* \*

Future Meeting Schedule

- Tuesday, May 14, 2024 – 6:00 PM – Village Board Work Session
  - Includes presentation from BFJ regarding potential changes to land use codes

- Tuesday, May 14, 2024 – 7:30 PM – Agenda Committee
- Tuesday, May 14, 2024 – 8:00 PM – Village Board Regular Meeting
- Tuesday, May 28, 2024 – 7:30 PM – Agenda Committee
- Tuesday, May 28, 2024 – 8:00 PM – Village Board Regular Meeting

\* \* \* \* \*

There being no further business to come before the Board, the meeting was adjourned at 9:22 PM, upon a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Mazer, and carried unanimously.

Respectfully submitted,

---

Taylor C. Emanuel  
Village Clerk

**Date:** Tuesday, May 28, 2024

**Re:**

**COVER PAGE**

***Village Manager's Office***

Authorizing Purchase of Glock45 MOS7 Handguns - Trustee Brew

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**ATTACHMENT(S):**

- [Resolution - Glock 45 Purchase](#)
- [Memo from Lt. Delbene - Glock 45](#)
- [Memo from Chief Maturro - Glock 45](#)
- [Quotes](#)

**Resolution Re: Purchase of Glock45 MOS7 Handguns**

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 Police Department has received reviewed three quotes from authorized vendors and recommends purchasing the quoted equipment of fifty-one Glock 45 from the vendor who provided the lowest quote, Parros Gun Shop & Police Supply, for the purchase of 51 Glock 45 MOS ACRO PS Package and 5 Glock 43X MOS GNS 9MM; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to purchase the aforementioned Glock Handguns, in substantially the same form and terms as attached hereto, from Parros Gun Shop & Police Supply, 601 US RT 2 Waterbury, VT 05676, in the amount of \$33,552.96 with all costs to be charged to the Employee Grat Gifts Accounts TE 93-.08; 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: May 28, 2024

# SCARSDALE

1701  
NEW YORK

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

**From:** Chief Andrew Maturro

**Date:** Friday, March 22, 2024

**RE:** Purchase of Glock 45 MOS Handguns with Streamlight TLR 7 and Aimpoint Acro P2

MEMORANDUM  
Police Department

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I am requesting the Board approve my recommendation to purchase new firearms to replace our current inventory of Glock 22 Gen 3 pistols. After careful evaluation and consideration, we propose transitioning to Glock 45 MOS pistols equipped with Streamlight TLR 7 tactical lights and Aimpoint Acro P2 red dot sights. The cost of the purchase of equipment is \$33,552.96. The funds for this purchase will come from the Gift Line, G/L Account TE 93-.08 Employ Grat Gifts Police.

### **Advantages of Glock 45 MOS with Streamlight TLR 7 and Aimpoint Acro P2:**

1. **Improved Caliber:** The transition from .40 caliber to 9mm offers several advantages. Firstly, 9mm ammunition is widely regarded for its superior ballistic performance, offering higher velocity and better penetration compared to .40 caliber rounds. Additionally, 9mm ammunition is generally more cost-effective and readily available, ensuring our officers have access to ample training resources without financial strain.
2. **Enhanced Target Acquisition:** The inclusion of Aimpoint Acro P2 red dot sights provides officers with unparalleled accuracy and rapid target acquisition. Red dot sights offer a distinct advantage over traditional iron sights, especially in low-light situations or when engaging moving targets. This technology enables our officers to effectively engage threats with precision and confidence, minimizing the risk to both officers and bystanders.

### **Rationale for Firearms Replacement:**

Our current inventory of Glock 22 Gen 3 pistols has served the department admirably for the past seventeen years. However, it's crucial to acknowledge that advancements in firearm technology have evolved significantly since their acquisition. The reliability, performance, and safety features of newer models far surpass those of their predecessors. Moreover, regular wear and tear over the years have inevitably led to diminished performance and reliability in our existing firearms, highlighting the urgency of their replacement.

### **Importance of Keeping Pace with Technological Advancements:**

Law enforcement agencies must continually adapt and evolve to effectively address modern threats and challenges. Embracing the latest advancements in firearm technology is not merely a matter of preference but a strategic imperative for maintaining the safety and effectiveness of our officers. By investing in state-of-the-art equipment, such as the Glock 45 MOS pistols with Aimpoint Acro P2 red dot sights, we equip our officers with the tools they need to fulfill their duties safely and efficiently in an ever-changing landscape of law enforcement.

This investment will not only enhance the operational capabilities of our officers but also reaffirm our commitment to ensuring the safety and security of our community.

Thank you for your attention to this matter.

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

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

**From:** Andrew Matturro, Chief of Police

**Date:** Wednesday, May 22, 2024

**RE:** Upgrade Police Department Firearms Purchase 9mm Glock Model 45 with Gift Funds

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**MEMORANDUM**  
Police Department

The Scarsdale Police Department has received approved funds over the past several years from the Fenway Golf Club Charitable Fund. As indicated in their donation letter, the Charitable Fund states that the funds should be used for the purpose of purchasing equipment that I deem most important to assist in the safety of the officers and general public.

As such, I have identified the need to upgrade our duty firearms to a more modern and proven platform. The department currently carries Glock 40 Caliber Model 22 s which are approximately 17 years old. We have identified the Glock 9mm model 45 equipped with Aimpoint enclosed optics and flashlight as the most suitable for our officers.

The department received the appropriate quotes for this purchase and received credit for our current firearms to offset the total cost of the new firearms. All documentation will be provided to the agenda team for verification purposes.

We have also received one-for-one trade value for new 9mm ammunition by trading in our old 40 caliber ammunition.

Therefore, the purchase of these new firearms will be paid for utilizing the Gift Line funds.

Respectfully submitted.

Invoice # 101377

Parros Gun Shop & Police Supply  
601 US RT 2  
Waterbury, VT 05676  
(802) 244-8401



Bill To: POLICE DEPT OF SCARSDALE  
50 TOMPKINS RD  
SCARSDALE, NY 10583  
(914) 722-1200

5/9/2024 11:07:30 AM  
Connor S.  
BACKGROUND-2

Fold Here

UPC	Description	Sale Price	Qty	Ext. Price
400100000877	GLOCK DROP SHIP-45 MOS ACRO P2 PACKAGE	\$904.96	49	\$44,343.04

**Subtotal:** \$44,343.04  
**Tax:** \$0.00  
**Total:** \$44,343.04

Account: POLICE DEPT OF SCARSDALE  
(118601020887)

**ACCOUNT:** \$44,343.04

**TERMS: NET 30**  
PO# SCARSDALE NY PD

NO RETURNS WITHOUT SALES SLIP

Signature \_\_\_\_\_

## PAY FROM THIS INVOICE

Thank you for your business.

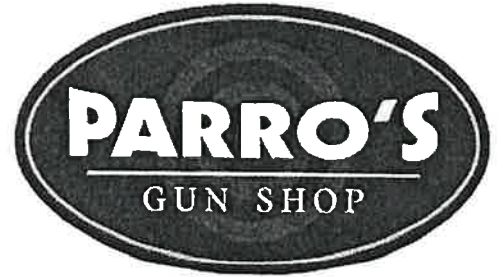
Total: 46,152.96  
- 12,600.00 (Trades)

INVOICE BALANCE DUE  
**NET-30 DAYS**  
ACTUAL TRADE CREDIT GIVEN  
WHEN TRADES ARE RECEIVED

\$33,552.96

Invoice # 101730

Parros Gun Shop & Police Supply  
601 US RT 2  
Waterbury, VT 05676  
(802) 244-8401



Bill To: POLICE DEPT OF SCARSDALE  
50 TOMPKINS RD  
SCARSDALE, NY 10583  
(914) 722-1200

5/13/2024 11:26:28 AM  
Connor S.  
BACKGROUND-2

Fold Here

UPC	Description	Sale Price	Qty	Ext. Price
400100000877	GLOCK DROP SHIP-45 MOS ACRO P2 PACKAGE	\$904.96	2	\$1,809.92

**Subtotal:** \$1,809.92  
**Tax:** \$0.00  
**Total:** \$1,809.92

Account: POLICE DEPT OF SCARSDALE  
(118601020887)

**ACCOUNT:** \$1,809.92

**TERMS: NET 30**  
PO# SCARSDALE NY PD

NO RETURNS WITHOUT SALES SLIP

Signature \_\_\_\_\_

## PAY FROM THIS INVOICE

Thank you for your business.

Total: 46,152.96  
- 12,600.00 (Trades)

INVOICE BALANCE DUE  
NET-30 DAYS  
ACTUAL TRADE CREDIT GIVEN  
WHEN TRADES ARE RECEIVED

\$ 33,552.96

# Quote

Order #: 231207-618-0  
Ship Date:

**Company Address**  
Parros Gun Shop & Police Supply  
601 US RT 2  
Waterbury, VT 05676  
802-244-8401

**BILL TO:**  
POLICE DEPT OF SCARSDALE  
50 TOMPKINS RD  
SCARSDALE, NY 10583  
914-722-1200  
jgannon@scarsdaleny.com

**SHIP TO:**  
POLICE DEPT OF SCARSDALE  
50 TOMPKINS RD  
SCARSDALE, NY 10583  
914-722-1200  
jgannon@scarsdaleny.com

**Customer PO #:**  
**Sale Price Total:** \$50,316.94  
**Tax Amt:** \$0.00  
**Freight:** \$0.00  
**Shipping:** \$0.00  
**Sales Total:** \$50,316.94

**NOTES:**  
Police trades as described: Fifty-one (51) Glock 22 Gen 3 Pistols with Night Sights, Five (5) Glock 27 Gen 3 with Night Sights. All trades must be in good working order, have 3 magazines and a box. Parro's is always looking for used guns from your armory. Top dollar paid or trade toward your purchase. We will also trade for old ammo. We need class 03, old shotguns, and almost anything else. All quotes are inclusive and are valid for 30 days. Please note that Glock orders are 120 days out.

UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
400100000877	GLOCK DROP SHIP-45 MOS AGRO P2 PACKAGE	GLOCK	PA455S302M0S7A1	51	\$904.96	\$46,152.96	\$0.00	\$0.00
764503046650	GLOCK-LE 43X MOS GNS 9MM 10RD	GLOCK	PX4350702FRMOS	5	\$395.00	\$1,975.00	\$270.00	\$0.00
400100000025	POLICE TRADES, AS DESCRIBED	PARROS	POLICE TRADES AS DESCRIB	-1	\$12,600.00	(\$12,600.00)	\$12,600.00	\$0.00
080926684248	STREAMLIGHT TLR-7A FLEX 500 LUMS	STREAMLIGHT	69424	51	\$129.99	\$6,629.49	\$1,275.00	\$0.00
781602202961	SAFARILAND 7360RDS-28327-411 GLOCK 19/23 MOS W/TLR-7 RH	SAFARILAND	7360RDS-28327-411	51	\$159.99	\$8,159.49	\$2,078.76	\$0.00
<b>Grand Totals:</b>	<b>5</b>			<b>157</b>	<b>\$14,189.94</b>	<b>\$50,316.94</b>	<b>\$16,223.76</b>	<b>\$0.00</b>

- End of Report -

2024 - 00000489

TE 93-.08



# Quotation

100 Air Park Dr  
 Rochester, NY 14624  
 Phone: (585) 465-2863  
 Fax: (585) 328-4406

DATE: 12/7/2023

**Quotation For:** Scarsdale Police Dept  
 Attention: J Gannon  
 jgnnon@scarsdale.com  
 50 Tompkins Rd  
 Scarsdale, NY 10583  
 Phone: (914) 722-1200

Quote is Valid For 30 Days

NYS OGS Contract Group 35200, PC68729

Prepared by Ted Pinelli Mobile - (585) 465-2863 - Email - ted.pinelli@amchar.com

SALES PERSON	CUSTOMER ID	SHIP DATE	SHIP VIA	FOB POINT	TERMS
Ted Pinelli	S33300	TBD	FedEx		Net 30
QUANTITY	DESCRIPTION	UNIT PRICE		DISCOUNT	AMOUNT
51	PA455S302MOS7A1 Glock G45MOS7 - Aimpoint ACRO P2 - w/Ameriglo Tall Back up sights- Black (AG NTF/NTR Sights)	\$ 906.82			\$ 46,247.82
5	GLOGLAWPX4350702 Glock 43X HGA 9MM 3.6 IN BBL AMERIGLO BOLD 5LB BLACK 2 10RD MAGS	\$370.27			\$ 1,851.35
	Trade in 51 Glock 22 G3 & 5 Glock 27 G3				

TRADE-INS....UPON RECIEPT OF ( 56 ) ANTICIPATED USED GLOCK 40 CAL. G3 HANGUNS THE DEPARTMENT WILL BE ISSUED A CREDIT OF \$235.00 FOR EACH WEAPON TRADED. TOTAL CREDIT AMOUNT WILL BE DETERMINED BY THE FINAL NUMBER OF TRADES RECEIVED. ESTIMATED TRADE IN CREDIT \$13,160.00

ALL GUNS MUST COME WITH 3 MAGAZINES AND BE IN WORKING ORDER AND RUST FREE UNLESS PRIOR AGREEMENT HAS BEEN MADE. \$10.00 CHARGE FOR EACH MISSING MAGAZINE.

We may need a exemption certificate so we can send you this product federal excise tax exempt.

SUBTOTAL	\$ 48,099.17
SHIPPING	
Total	\$ 48,099.17

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign below and return with a **PURCHASE ORDER** to sharon@amchar.com

X

**THANK YOU FOR YOUR BUSINESS**

6000 Highlands Parkway  
Smyrna, GA 30082  
USA  
Tel. +1 770 432 1202  
Fax +1 770 433 8719

www.glock.com



## Scarsdale Police Dept

Post Road & Fenimore Road  
Scarsdale, NY 10583 United States  
PH: 914-723-0410

FX:

### ATTN: J Gannon

Title: Sergeant  
Email: jgannon@scarsdale.com

Date 12/6/2023

Quote: QUO-17135-F4W1X5

Valid From: 12/6/2023

Valid To: 3/6/2024

Glock Representative: David Iacovissi

Email: David.Iacovissi@glock.us

Cell:

## QUOTATION

Quantity	Description	Cost	Extension
5	GLOCK 43X (9X19) -NS: Standard magazines (2), Standard controls, Fixed GLOCK Night Sights, 5.5lb trigger	\$373.60	\$1868.00
5	Trade-In-GLOCK 27Gen4 (.40): Standard magazines (3), Standard controls, Fixed NS, 5.5lb trigger	(\$225.00)	(\$1125.00)
51	G45MOS7 - Aimpoint ACRO P2 - AG NTF/NTR sights: Standard magazines (3), Standard controls, Fixed non-tritium night sights, 5.5lb trigger	\$914.96	\$46662.96
51	Trade-In-GLOCK 22Gen4 (.40): Standard magazines (3), Standard controls, Fixed NS, 5.5lb trigger	(\$225.00)	(\$11475.00)

### Description:

- Govt Agency prices do not include sales tax or FET, where applicable
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified.
- Trade-in or exchange pistols must be turned in within 30 days after receipt of new GLOCKS, unless other arrangements have been made and approved
- All firearms traded to GLOCK, Inc. are subject to being refurbished and sold to other Federally Licensed firearms distributors.
- There is a **Limited Lifetime Warranty on GLOCK guns & parts, including postage, labor and replacement parts.**
- The Agency agrees that they will not trade in the pistols quoted above for a period of 2 years with the exception of trading to upgrade to new GLOCK pistols
- **USE FACTORY AMMUNITION ONLY**

(+) Total Tax: 0.00

**Grand Total: \$ 35,930.96**

*David Iacovissi*

Authorized Signature

*12/6/2023*

Date





**Date:** Tuesday, May 28, 2024

**Re:** Awarding a Contract for the Replacement of the Playground Apparatus and Safety Surface at the Greenacres Playground - Trustee Gans

**COVER PAGE**

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

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**ATTACHMENT(S):**

- [Resolution - Greenacres Playground](#)
- [Memo - Greenacres Playground Renovation](#)
- [Sourcewell Contract.pdf](#)
- [Sole Regional Vendor](#)
- [Proposal](#)
- [Sourcewell Proposal Evaluation - Playground Waterplay](#)
- [M&M Site Improvement Inc](#)
- [Tikes Rep Agency List 4-2024](#)

**Resolution Re: Awarding a Contract for the Replacement of the Playground Apparatus and Safety Surface at the Greenacres Playground**

WHEREAS, the Department of Parks, Recreation and Conservation has requested authorization to renovate the Greenacres Playground located at 41 Huntington Avenue including the removal of the existing playground apparatus and safety equipment, the purchase and installation of a new apparatus and safety surface; and

WHEREAS, after collaborating with the Greenacres Neighborhood Association, a design submitted by Great Lakes Recreation Co., LLC d/b/a North East Recreation which includes an apparatus manufactured by Little Tikes Commercial was selected; and

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

WHEREAS, Sourcewell is a political subdivision of the State of Minnesota (created under Minnesota State Statute Section 113A.21) offering cooperative procurement solutions to government entities, including local municipalities throughout the United States; and

WHEREAS, Sourcewell let and awarded Sourcewell Contract # 010521-LTS for playground and water play equipment with related accessories and service to Powerplay, Inc. of 11515 Vanstory Drive #100, Huntersville, NC 28078; and

WHEREAS, Chapter 19 of the Scarsdale Village Code authorizes the awarding of contracts on the basis of best value; and

WHEREAS, Powerplay, Inc.’s proposal was the highest ranked proposed received by Sourcewell out of 25 companies which submitted proposals; and

WHEREAS, Great Lakes Recreation d/b/a North East Recreation is the only authorized representative and vendor of Powerplay/Little Tikes Commercial play equipment and products serving the State of New York under Sourcewell Contract # 010521-LTS; and

WHEREAS, the Department of Parks, Recreation, and Conservation has reviewed the Contract #010521-LTS from the Sourcewell purchasing cooperative and recommends utilizing this contract on the basis of best value for the removal of existing playground apparatus and safety surface, purchase and installation of new apparatus and safety surface; now, therefore be it

RESOLVED, that the Village of Scarsdale Board of Trustees Authorizes the Village Manager to award a contract to Great Lakes Recreation Co., LLC d/b/a North East Recreation of 39 Veterans Drive, Suite 310, Holland, MI 49423 in the amount of \$200,000 to replace existing playground apparatus and safety surface at the Greenacres Playground located at 41 Huntington Avenue with a new apparatus and safety surface, in substantially the same form and terms set forth under Sourcewell Contract # 010521-LTS; and, be it further

RESOLVED, that the funds for this purchase will come from the General Ledger Account H-7197-964-2025-114 Playground Renovations – Greenacres; and, be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative actions as required pursuant to the terms of the purchase.

Date: May 28, 2024

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

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

**From:** Brian Gray, Superintendent PRC

**Date:** Wednesday, May 22, 2024

**RE:** Sourcewell Purchase Approval Greenacres Playground

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

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The existing Greenacres Playground, a Village owned and operated playground located at 41 Huntington Avenue, was installed around 1999 has outlived its useful life and is in need of replacement. The original manufacturer, Iron Mountain Forge, is no longer in business and replacement parts such as clevis bolts for the children's swings are not available rendering broken apparatus unusable.

Funds have been appropriated in Account H-7197-964 2025-114 Playground Renovations Greenacres to renovate the existing Greenacres Playground at a cost of \$200,000.

After working collaboratively with the Greenacres Neighborhood Association to develop a playground design to best suit the residents of Greenacres, we have selected design submitted by Great Lakes Recreation Co., LLC d/b/a North East Recreation consisting of apparatus manufactured by Little Tikes Commercial. North East Recreation is the only authorized representative and sole regional vendor of Powerplay LT/Little Tikes Commercial play equipment and amenity products for the State of New York in the Sourcewell contract. Little Tikes playground apparatuses are consistently lauded for their material quality, safety specifications, equipment longevity and manufacturer's warranty. Based upon this, PRC feels that it is in the best interest of the Village of Scarsdale and its tax payers to award this contract on the basis of the best value.

The proposal submitted by North East Recreation consists of the removal of the existing playground, purchase and install new apparatus, and new safety surface in the amount of \$200,000 based off Sourcewell Contract # 010521 LTS. The color schematic for the apparatus and safety surface is still being finalized.

The Village Board has adopted Local Law Chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value.



**CONTRACT EXTENSION**

**Contract Number: #010521-LTS**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell  
DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.  
DocuSigned by:  
*W. Todd Brinker*  
B286C633F68749C...  
By: \_\_\_\_\_  
W. Todd Brinker  
Title:  
Date: 9/25/2023 | 4:14 PM CDT



**Solicitation Number: RFP #010521**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor 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 February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

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

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

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

A. **PARTICIPATION.** Sourcwell'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 Sourcwell during such time of access. Vendor 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.

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

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcewell 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 Vendor'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.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## **12. GOVERNMENT DATA PRACTICES**

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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, Vendor 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 Vendor 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor 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 also require additional requirements based on specific funding specifications. 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 Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

**22. CANCELLATION**

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

DocuSigned by:  
*W. Todd Brinker*  
B286C633F68749C...  
By: \_\_\_\_\_  
W. Todd Brinker  
Title: Senior Vice President Global Sales &  
Marketing Outdoor Play

Date: 2/15/2021 | 10:36 PM CST

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: PlayPower  
Address: 11515 Vanstory Drive  
Suite 100  
Huntersville, NC 28078  
Contact: Christine Stepp  
Email: christine.stepp@playpower.com  
Phone: 570-259-5466  
HST#: 431681424

## Submission Details

Created On: Tuesday November 17, 2020 12:27:42  
Submitted On: Tuesday January 05, 2021 16:13:14  
Submitted By: Christine Stepp  
Email: christine.stepp@playpower.com  
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910  
Submitter's IP Address: 149.20.204.131

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	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):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com  Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com  Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com  Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com  David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com  Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com  Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com  Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com  Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com

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

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park &amp; site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> <li>o Miracle Recreation Equipment Company</li> <li>o Little Tikes Commercial</li> <li>o Playworld</li> <li>o Wabash Valley</li> <li>o EZ Dock</li> <li>o USA Shade &amp; Fabric Structures</li> <li>o Soft Play</li> <li>o Playtime</li> <li>o No Fault</li> <li>o Tayplay</li> <li>o HAGS (international only)</li> </ul> <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> <li>• We will launch our contract heavily by targeting Sourcwell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault</li> <li>• We will continue to lead Sourcwell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows</li> <li>• Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcwell contract sales would exceed \$100M over the term of the contract.</li> </ul>
9	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.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 &amp; ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

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

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award</li> <li>• PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year</li> <li>• The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020.</li> <li>• NRPA Best Booth – Miracle - 2018</li> </ul>																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	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?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td></td> <td>\$212,068</td> <td>\$15,496</td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN		\$212,068	\$15,496	\$2,703			
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**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

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

**Line Item 22. 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 *
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000

**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 *
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> <li>• Little Tikes - Claims can be submitted via email to <a href="mailto:ltc_customer_care@playpower.com">ltc_customer_care@playpower.com</a> where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386)</li> <li>• Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day</li> <li>• Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have <a href="mailto:info@playworld.com">info@playworld.com</a> for requests and we also have online chat available 8:00am-4:30pm EST on our website.</li> <li>• Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F</li> <li>• USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F</li> <li>• EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F.</li> <li>• Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F.</li> <li>• No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm</li> </ul>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.
30	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?	PlayPower serves all participating entity sectors and does not have any limitations to do so.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.

**Table 7: Marketing Plan**

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Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> <li>• SOURCEWELL Brochures</li> <li>• We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows.</li> <li>• Full Line Catalogs</li> <li>• Our full line product catalog is produced and distributed annually and is available in January.</li> <li>• We include information regarding the SOURCEWELL program within the catalogs.</li> </ul> <p>Websites:</p> <ul style="list-style-type: none"> <li>• Features SOURCEWELL in our partner and funding pages on each of our brand websites</li> <li>• <a href="https://www.miracle-recreation.com/planning/our-partners/sourcewell/">https://www.miracle-recreation.com/planning/our-partners/sourcewell/</a></li> <li>• <a href="https://littletikescommercial.com/sourcewell/">https://littletikescommercial.com/sourcewell/</a></li> <li>• <a href="https://playworld.com/sourcewell/">https://playworld.com/sourcewell/</a></li> <li>• <a href="https://www.softplay.com/capabilities/njpa/">https://www.softplay.com/capabilities/njpa/</a></li> <li>• <a href="https://www.ez-dock.com/resources/njpa/">https://www.ez-dock.com/resources/njpa/</a></li> </ul> <p>Email/PR:</p> <ul style="list-style-type: none"> <li>• Email Campaigns <ul style="list-style-type: none"> <li>• SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications.</li> </ul> </li> </ul> <p>Social:</p> <ul style="list-style-type: none"> <li>• Social Media Campaigns <ul style="list-style-type: none"> <li>• Posts on various social platforms, including Facebook and LinkedIn, per brand</li> </ul> </li> </ul> <p>Trade Shows</p> <ul style="list-style-type: none"> <li>• We have a trade show plan in place and shall include representation of the program at each trade show including product brochures.</li> <li>• The 3 outdoor play brands have large booths at the annual NRPA &amp; ASLA tradeshow.</li> </ul> <p>Sales Tools/Training</p> <ul style="list-style-type: none"> <li>• PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives.</li> <li>• Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract.</li> <li>• Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services.</li> </ul> <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> <li>• Brand websites, on partner and funding pages</li> <li>• Email marketing campaigns</li> <li>• Social media, including Facebook and LinkedIn</li> </ul>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls &amp; visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p><b>Pride in Engineering and Design:</b>                      Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p><b>Quality Products, Manufacturing, and Installation:</b>                      PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Powder-coating paint system</li> <li>• Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs</li> <li>• Rotational molding machines, including the largest in the industry– which provide the capacity for more innovative and fun products</li> <li>• Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste.</li> <li>• Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs</li> <li>• MIG/TIG weld stations</li> <li>• Robotic welding</li> <li>• Fiberglass fabrication</li> <li>• Custom manufacturing – one of only a few playground manufacturers in the world to offer this</li> <li>• In-house CAD design team to help create your dream playground</li> <li>• All PlayPower representatives and installers are factory trained and certified</li> <li>• PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members</li> <li>• PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel &amp; wood), contained play, early childhood themed, etc.</li> </ul> <p><b>Materials and Innovation:</b>                      PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> <li>• Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant.</li> <li>• GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands.</li> <li>• Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements.</li> <li>• Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors.</li> <li>• Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers.</li> <li>• Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual</li> </ul>

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

**Product Testing & Conformance:**

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

<p>38</p>	<p>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.</p>	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> <li>• PlayPower meets ISO 9001, ISO 14001 Standards</li> <li>• Other environmental initiatives:             <ul style="list-style-type: none"> <li>• All packing and shipping materials are 100% recyclable.</li> <li>• Recycling 95%+ of our waste.</li> <li>• Many of our raw materials contain 25% to 100% recycled content.</li> <li>• Reduced energy usage through conservation and lean manufacturing implementation.</li> <li>• Audits material content and operations for safety and environmental concerns</li> </ul> </li> </ul>																																							
<p>39</p>	<p>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.</p>	<p>PlayPower meets ISO 9001, ISO 14001 Standards</p>																																							
<p>40</p>	<p>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.</p>	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY &amp; TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>AI, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL
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41	<p>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?</p>	<ul style="list-style-type: none"> <li>• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower.             <ul style="list-style-type: none"> <li>• PlayCreator - Proprietary Software with Safety &amp; ADA Accessibility in mind</li> <li>• PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas.</li> </ul> </li> <li>• Design for Safety             <ul style="list-style-type: none"> <li>• Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification.</li> </ul> </li> <li>• Financing             <ul style="list-style-type: none"> <li>• Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public &amp; non-profit markets</li> </ul> </li> <li>• World's Largest, Fully Integrated Manufacturer</li> <li>• Rotational Molding – not all manufacturers do this in-house</li> <li>• Soft Goods Assembly</li> <li>• PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods</li> <li>• David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network.</li> <li>• PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members.</li> <li>• We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.</li> </ul>
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**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 *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	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?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	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?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	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?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

**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 *
53	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.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discout File.
54	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.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	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.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	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.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> <li>• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance.</li> <li>• All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee.</li> <li>• In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis.</li> <li>• Sourcewell sales tracking is included in PlayPower's corporate budgeting process.</li> </ul>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> <li>• Playground Equipment</li> <li>• Shade – freestanding and playground equipment integrated</li> <li>• Surfacing – unitary, loose fill, tile</li> <li>• Docking Systems – boat &amp; PWC lifts, swim platforms</li> <li>• Indoor contained play systems</li> </ul>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Custom Play Equipment</li> <li>• ADA/Inclusive Playground Equipment</li> <li>• Rope Play</li> <li>• Nature Play</li> <li>• Play Sculptures</li> <li>• Musical Play</li> <li>• Early Childhood Play Equipment</li> <li>• Park Benches</li> <li>• Tables</li> <li>• Litter Receptacles</li> <li>• Bollards</li> <li>• Planters</li> <li>• Grills</li> <li>• Adult &amp; Youth Outdoor Fitness Equipment</li> <li>• Sports Equipment</li> <li>• Surfacing – unitary, loose fill, tile</li> <li>• Slides</li> <li>• Sports Courts</li> <li>• Modular Docking Systems</li> <li>• Boat Lifts</li> <li>• PWC Lifts</li> <li>• Kayak &amp; Canoe ADA Accessible Launches</li> <li>• Access Walkways &amp; Floats</li> <li>• Habitat Observation Platforms</li> <li>• Waterway Work Platforms</li> <li>• Mining Platforms                             <ul style="list-style-type: none"> <li>• Wetlands Walking Trails</li> </ul> </li> <li>• Fishing Piers</li> <li>• Swimming Platforms</li> <li>• Campsite Platforms</li> <li>• Specialty Equipment</li> <li>• ADA Accessible Ramps</li> <li>• Concrete Curbing</li> <li>• Sidewalks</li> <li>• Site Inspections</li> <li>• Equipment Installation &amp; All Corresponding Site Work</li> </ul>

**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
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	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 reporting will offer a precise measure of our success with the Sourcewell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

**Table 16: 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

## Proposer's Affidavit

### 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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. 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. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 6_Playground_Water_Play_Equipment_RFP_010521</b> Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 5_Playground_Water_Play_Equipment_RFP_010521</b> Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4_Playground_Water_Play_Equipment_RFP_010521</b> Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Playground_Water_Play_Equipment_RFP_010521</b> Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



PlayPower LT Farmington Inc. – Little Tikes Commercial  
 878 E. US HWY 60  
 Monett, MO. 65708  
 (800) 325-8828

January 16, 2024

To Whom it May Concern:

We at PlayPower LT Farmington, Inc. / Little Tikes Commercial are pleased to advise you that Great Lakes Recreation dba North East Recreation is the only authorized representative and sole source of Little Tikes Commercial play equipment and amenity products for the State of New York.

Please feel free to contact me at the toll-free number listed above (Ext. 2281) if there is any additional information I can supply.

Best Regards,

Jeffery Prangler  
 Customer Services and Sales Administration Manager

Cc:

Great Lakes Recreation dba North East Recreation  
 39 Veterans Drive, Suite 310  
 Holland, MI. 49423  
 (616)499-7400  
 Jonathan Koop – Co-Owner – Operations  
 Jonathan Slenk – Co-Owner - Sales

[PlayPower.com](http://PlayPower.com)



HAGS



**Great Lakes Recreation- DBA NE REC Co.**

PO Box 295  
 Zeeland, MI 49464 US  
 +1 6164997400  
 accounting@glrec.com



**Estimate**

ADDRESS  
 Brian Gray  
 Village of Scarsdale  
 244 Heathcote Road  
 Scarsdale, NY 10583

SHIP TO  
 Rob McPherson (Installer)  
 Village of Scarsdale  
 1 Montrose Rd  
 Scarsdale, NY 10583

ESTIMATE 4579  
 DATE 05/17/2024  
 EXPIRATION 06/16/2024  
 DATE

REP NAME  
 Brendan Dircks

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Equipment - Tikes	Little Tikes Commercial Playground Equipment Detailed In "Scarsdale - Greenacres Park - Design Docs_Rev3"	1	89,050.00	89,050.00
Installation	Installation Of Little Tikes Commercial Playground Equipment Detailed In "Scarsdale - Greenacres Park - Design Docs_Rev3"	1	70,350.00	70,350.00
Removal	Removal Of Existing Playground Equipment And Mulch At Greenacres Park	1	27,000.00	27,000.00
Materials	Temporary Fencing At Greenacres Park	1	800.00	800.00
Surfacing - EWF	3600 Square Feet Of 12" Thick Engineered Wood Fiber Surfacing At Greenacres Park - Delivered & Installed	1	9,460.00	9,460.00
Freight	Freight	1	3,340.00	3,340.00
Terms and Conditions	TERMS: Net 30 days. Tax Exempt/Resale Certificate Required. Initial _____.	1	0.00	0.00

PLEASE NOTE: Customer is required to verify that quantities, colors, and mounting styles are accurate according to the project plans and/or specifications for all equipment and safety surfacing.

DELIVERY: Delivery is approximately 5-6 weeks after order is received and approved. Installation date TBD (if included). Customer is responsible for offloading the truck if we are not providing installation. Initial \_\_\_\_\_.

INSTALLATION: Please Note that installation is not included unless otherwise noted above. If installation is included, price assumes that the site has been prepared and that grade slope does not

exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included unless specifically listed above. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Initial \_\_\_\_\_.

DISCLAIMER: A 3% fee will be added for any payments by credit card. Initial \_\_\_\_\_.

ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any additional cost. Initial \_\_\_\_\_.

UNDERGROUND UTILITY CLAUSE: The customer hereby agrees that Play On Holdings (DBA Great Lakes Recreation or Boyce Recreation or North East Recreation), its employees and/or subcontractors, are not liable for any damage done to any type of underground utilities on the site chosen by the customer unless the customer has had these lines accurately marked prior to installation. The customer further agrees that without properly marked utility lines, the customer shall be responsible for costs incurred to repair any damaged utilities, all costs for medical treatment in the event of injury and any related costs due to delay in the project. It shall be the sole responsibility of the customer to mark, have marked, or hire a professional to establish any and all utility locations prior to Play On Holdings (DBA Great Lakes Recreation or Boyce Recreation or North East Recreation), its employees and/or subcontractors starting the project. In the event that Play On Holdings (DBA Great Lakes Recreation or Boyce Recreation or North East Recreation), its employees and/or subcontractors start the project before utilities have been located and properly marked, the customer shall again be liable and shall notify Play On Holdings (DBA Great Lakes Recreation or Boyce Recreation or North East Recreation), in writing to stop the project until the utilities have been marked. The customer shall further be responsible for any cost incurred due to work stoppage or project delays. Installation is only available Monday-Friday during standard daytime business hours.  
Initial \_\_\_\_\_.

PLAY EQUIPMENT INSTALLATION

- Installer will supply all concrete, concrete blocks, safety fencing as necessary, labor and equipment to install the provided play equipment
- Installer will dispose of all packing materials
- Village to provide access to water to installer for concrete mixing purposes
- Prevailing Wages Included

SUBTOTAL

200,000.00

TAX

0.00

TOTAL

**\$200,000.00**

Accepted By

Accepted Date



**Proposal Evaluation**  
**Playground and Water Play Equipment with Related Accessories and Services RFP #010521**

Possible Points		ABC WATER PRODUCTS INC	AquaWorx, Inc.	BCI Burke Company, LLC	Berliner Seilfabrik Play Equipment Corporation	Columbia Cascade Company	CXT Inc	Ecore International	Henderson Recreation Equipment Limited	Industrial Shadeports Inc.	Keystone Ridge Designs, Inc.	Landscape Structures Inc.	North West Rubber	PlayPower
Conformance to RFP Requirements	50	32	39	42	37	37	35	37	41	35	43	44	41	43
Pricing	400	322	335	329	278	308	344	323	322	334	336	330	325	342
Financial Viability and Marketplace Success	75	49	54	66	54	51	61	60	57	52	62	66	56	68
Ability to Sell and Deliver Service	100	69	81	83	71	65	78	78	78	65	81	83	80	87
Marketing Plan	50	36	42	43	35	37	39	38	37	38	42	43	37	44
Value Added Attributes	75	45	59	65	57	57	63	60	61	62	63	67	56	67
Warranty	50	42	43	44	42	39	38	40	44	43	42	42	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	156	155	166	147	148	123	141	154	135	144	177	138	178
<b>Total Points</b>	<b>1,000</b>	<b>751</b>	<b>808</b>	<b>838</b>	<b>721</b>	<b>742</b>	<b>781</b>	<b>777</b>	<b>794</b>	<b>764</b>	<b>813</b>	<b>852</b>	<b>774</b>	<b>872</b>
<b>Rank Order</b>		<b>20</b>	<b>10</b>	<b>5</b>	<b>23</b>	<b>22</b>	<b>14.5</b>	<b>16</b>	<b>13</b>	<b>19</b>	<b>8</b>	<b>2</b>	<b>17</b>	<b>1</b>

Possible Points		Prophet Corp.	Public Restroom Company	Raindrop Products LLC	Rubbercycle LLC	Ry-Lecia Corp	Saris Cycling Group	SofSurfaces, Inc	The Fountain People	The Recreational Group	TLMV Inc dba American Fence Company	Vortex USA	Waterplay Solutions
Conformance to RFP Requirements	50	42	38	41	37	36	36	43	36	41	37	41	44
Pricing	400	332	316	343	330	259	328	333	311	346	307	299	341
Financial Viability and Marketplace Success	75	58	62	64	60	51	56	62	60	57	49	64	64
Ability to Sell and Deliver Service	100	78	73	83	80	60	74	85	76	76	62	84	82
Marketing Plan	50	44	43	45	36	30	40	44	40	42	37	43	43
Value Added Attributes	75	62	61	66	60	34	60	65	58	58	52	62	67
Warranty	50	45	43	43	43	37	41	46	43	42	42	40	42
Depth and Breadth of Offered Equipment, Products, or Services	200	158	130	166	151	136	115	148	157	147	134	166	164
<b>Total Points</b>	<b>1,000</b>	<b>819</b>	<b>766</b>	<b>851</b>	<b>797</b>	<b>643</b>	<b>750</b>	<b>826</b>	<b>781</b>	<b>809</b>	<b>720</b>	<b>799</b>	<b>847</b>
<b>Rank Order</b>		<b>7</b>	<b>18</b>	<b>3</b>	<b>11</b>	<b>25</b>	<b>21</b>	<b>6</b>	<b>14.5</b>	<b>9</b>	<b>24</b>	<b>11</b>	<b>4</b>

DocuSigned by:  
  
 8830543C58384D1...  
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
  
 0B9204E40D3E445...  
 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
  
 BEE63AED5F46E...  
 Carol Jackson, Procurement Analyst

DocuSigned by:  
  
 36384C13F1E94C7...  
 Beverly Hoernberg, Procurement Analyst



Playgrounds **Fun & Easy!**<sup>™</sup>

Acknowledgment  
of  
**FACTORY INSTALLATION CERTIFICATION**

M & M Site Improvement Inc.  
New Rochelle, New York

**Has successfully completed the requirements to be recognized as a  
PlayPower LT Farmington, Inc Factory Certified Installer**

December 2014

*Valeria Callaway*  
Valeria Callaway  
Customer Services Manager



## Little Tikes Commercial Representative Listing United States and Canada

**LITTLE TIKES COMPANY LINK:**

**LITTLE TIKES CATALOG LINK**

### **WHY CHOOSE LITTLE TIKES COMMERCIAL VIDEO - YOUR PARTNER IN PLAY**

REP ORGANIZATION	TERRITORIES SERVICED	REP PRINCIPLE	MAILING ADDRESS	PHONE #	EMAIL ADDRESS	COMPANY WEBSITE
ALL ABOUT PLAY, INC.	N. CA; N. NV	Glen Wurster	3844 Presidio Street Sacramento, CA 95838	916-923-2180	<a href="mailto:glen@playgroundpros.com">glen@playgroundpros.com</a>	<a href="https://playgroundpros.com/">https://playgroundpros.com/</a>
ALL INCLUSIVE RECREATION	E. MO; S. & C. IL	Stewart Mackay	P.O. Box 72 Farmington, MO 63640	573-701-9787 573-366-5050 Cell	<a href="mailto:support@allinclusiverec.com">support@allinclusiverec.com</a>	<a href="https://allinclusiverec.com/">https://allinclusiverec.com/</a>
ALL PLAY, INC	S.E. TX	Kurt Futrell	13903 Van Wall Houston, TX 77040	713-939-9888	<a href="mailto:allplay@allplayinc.com">allplay@allplayinc.com</a>	<a href="https://www.allplaydoesitall.com/">https://www.allplaydoesitall.com/</a>
ARIZONA RECREATION DESIGN, INC.	AZ, NM	Tim Nolan	PO Box 93398 Phoenix, AZ	480-788-3177 480-231-4276 cell	<a href="mailto:tim@arizonarec.com">tim@arizonarec.com</a>	<a href="https://arizonarec.com/">https://arizonarec.com/</a>
BLUEGRASS RECREATIONAL PRODUCTS, INC.	KY; IN (Clark, Floyd & Harrison Counties); S. OH	Ronnie Bottoms	434 Quirks Run Rd. Danville, KY 40422	502-585-2798	<a href="mailto:blugrrec@aye.net">blugrrec@aye.net</a>	<a href="https://www.bluegrassrec.com/">https://www.bluegrassrec.com/</a>
COMMERCIAL RECREATION PRODUCTS	District of Columbia; MD; W. PA, VA, WV	John Amici	PO Box 998 Havre De Grace, MD 21078	410-963-8417	<a href="mailto:CommRec@yahoo.com">CommRec@yahoo.com</a>	<a href="https://www.commercial-rec.com/">https://www.commercial-rec.com/</a>
LITTLE TIKES CUSTOMER SERVICE	MA; RI; E. & C. CT	Jeff Prangler & Amy Teague	878 E. Highway 60 Monett, MO 65708	(417) 354-2281 (417) 354-2525	<a href="mailto:jeffery.prangler@playpower.com">jeffery.prangler@playpower.com</a> <a href="mailto:amy.teague@playpower.com">amy.teague@playpower.com</a>	<a href="https://littletikescommercial.com/">https://littletikescommercial.com/</a>
GIFFEN RECREATION	AL	Jim Giffen	115-D Hilltop Business Drive Pelham, AL 35124	205-982-6233	<a href="mailto:giffenrec@att.net">giffenrec@att.net</a>	<a href="https://www.giffenrecreation.com/">https://www.giffenrecreation.com/</a>
GREAT LAKES / BOYCE ASSOCIATES	MI; NJ; E. PA, NY	Jonathan Slenk, Jonathan Koop	PO Box 295 Zeeland, MI 49464	616-499-7400	<a href="mailto:jslenk@glec.com">jslenk@glec.com</a> <a href="mailto:jkoop@glec.com">jkoop@glec.com</a>	<a href="https://boycerec.com/">https://boycerec.com/</a>
Hahn	AR; LA; TX (Bowie County)	Tania Hahn	P.O. Box 19495 New Orleans, LA	504-488-3536 office	<a href="mailto:tania@hahn-enterprises.com">tania@hahn-enterprises.com</a>	<a href="https://hahn-enterprises.com/">https://hahn-enterprises.com/</a>
Howlett Equipment	E. TN		213 Country Walk Dr Powell TN 37849	(865) 938-3827	<a href="mailto:howlettequip@frontiernet.net">howlettequip@frontiernet.net</a>	<a href="http://howlettequipment.com/">http://howlettequipment.com/</a>
LEA PARK & PLAY	N.W., N.E., S.W. TX; OK	Travis Lea	1701 N Greenville Ave, Ste 508 Richardson, TX 75081	972-690-8163	<a href="mailto:travis@leaparkandplay.com">travis@leaparkandplay.com</a>	<a href="https://leaparkandplay.com/">https://leaparkandplay.com/</a>
MAINE RECREATION & DESIGN	ME	Eric Welzel	347 Lunt Rd. Brunswick, ME 04011	207-729-9368 207-751-4323 cell	<a href="mailto:eric@maine-playgrounds.com">eric@maine-playgrounds.com</a>	<a href="https://www.maine-playgrounds.com/">https://www.maine-playgrounds.com/</a>
MID-SOUTH RECREATION	MS; W. & C. TN	John Jones	7341 Crowther Cove Memphis, TN 38119	901-754-0905	<a href="mailto:recboys3@aol.com">recboys3@aol.com</a>	<a href="https://www.midsouthrec.com/">https://www.midsouthrec.com/</a>
NORTHLAND RECREATION	MN; WI	Bill Johnson	10085 Bridgewater Bay Woodbury, MN 55129	651-815-4097	<a href="mailto:bjohnson@northlandrec.com">bjohnson@northlandrec.com</a>	<a href="https://northlandrec.com/">https://northlandrec.com/</a>
PACIFIC PARK AND PLAY LLC	S. CA	Guy Donahoe	1747 Colgate Dr. Thousand Oak, CA 91360	818-618-2333	<a href="mailto:guytikes@gmail.com">guytikes@gmail.com</a>	<a href="https://pacificparkandplay.com/home.html">https://pacificparkandplay.com/home.html</a>

PACIFIC RECREATION	HI	Dave Hamil	99-899 Iwaena St., Unit #113 Aiea, HI 96701	808-488-0644	<a href="mailto:dave@pacrechawaii.com">dave@pacrechawaii.com</a>	<a href="https://pacrechawaii.com/">https://pacrechawaii.com/</a>
ARIZONA RECREATION DESIGN, INC.	S. & C. NV	Tim Nolan	PO Box 93398 Phoenix, AZ	480-788-3177 480-231-4276 cell	<a href="mailto:tim@arizonarec.com">tim@arizonarec.com</a>	<a href="https://arizonarec.com/">https://arizonarec.com/</a>
ParkNPlay Northwest LLC	WA; OR; N. ID	Kris and Tanya Schlosser	5885 Barcelona Dr. SE Salem, OR 97317	503-798-7504	<a href="mailto:parknplaynorthwest@gmail.com">parknplaynorthwest@gmail.com</a>	<a href="https://www.parknplaynw.com/">https://www.parknplaynw.com/</a>
PARKREATION INC	N. IL; IN	John Simonaitis	27 E. Palatine Rd. Prospect Heights, IL 60070	847-419-7744	<a href="mailto:john@parkreation.com">john@parkreation.com</a>	<a href="https://www.parkreation.com/">https://www.parkreation.com/</a>
PEGGS RECREATION & ARCHITECTURAL PRODUCTS, INC.	NC; SC	Eric Lowder	PO Box 917 Mooresville, NC 28115-0917	704-660-0007 704-907-7141 cell	<a href="mailto:elowder@peggsrecreation.com">elowder@peggsrecreation.com</a>	<a href="https://www.peggsrecreation.com/">https://www.peggsrecreation.com/</a>
PLAY-PRO RECREATION	IA	Aaron Sligh	21137 225th St. Decatur, IA 50067	616-836-9727	<a href="mailto:aaron@play-prorec.com">aaron@play-prorec.com</a>	<a href="https://www.play-prorec.com/">https://www.play-prorec.com/</a>
PLAYWORX	GA; FL	David Howard	810 Holly Ridge Canton, GA 30115	404-427-5270	<a href="mailto:dave@playworx.com">dave@playworx.com</a>	<a href="https://www.playworx.com/">https://www.playworx.com/</a>
PRIMARY PARK & PLAY	UT; S. ID	Mike Feidler	216 W Cooper Ave Saratoga Springs, UT 84045	801-855-6213	<a href="mailto:mike@primaryparkandplay.com">mike@primaryparkandplay.com</a>	<a href="https://www.primaryparkandplay.com/">https://www.primaryparkandplay.com/</a>
RECREATION PLUS	CO; WY	Cathy Weissberg	15209 W. Ellsworth Drive Golden, CO 80401	303-278-1455	<a href="mailto:cathy@recreationplus.com">cathy@recreationplus.com</a> ; <a href="mailto:miriam@recreationplus.com">miriam@recreationplus.com</a>	<a href="https://recreationplus.com/">https://recreationplus.com/</a>

CANADA REP AGENCIES						
CANADIAN RECREATION SOLUTIONS	AB; BC; SK	Robert McCoy	#74, 52328 Hwy 21 Sherwood Park, AB T8B 1J9	780-465-0123	<a href="mailto:robert@canadianrecreationsolutions.com">robert@canadianrecreationsolutions.com</a>	
COASTLINE SPECIALTIES LIMITED	NL	John Pike & Seth Pike	46 Robin Hood Bay Road St. John's, NL A1A 5V3	709-726-9155	<a href="mailto:john@coastlinespecialties.ca">john@coastlinespecialties.ca</a> <a href="mailto:seth@coastlinespecialties.ca">seth@coastlinespecialties.ca</a>	
PLAYGROUND PLANNERS	E. ON	Maryanne & Shannon Swinimer	14 Laurentide Road Nepan ON K2H 6T5	613-828-5502	<a href="mailto:shannon@playgroundplanners.com">shannon@playgroundplanners.com</a> <a href="mailto:maryanne@playgroundplanners.com">maryanne@playgroundplanners.com</a>	
CRCS	N. ON & MB	Melissa Sheridan	103 Napa Valley Dr Sudbury, ON P3E 0G8	705-522-5555	<a href="mailto:Melissa@crcrecreation.ca">Melissa@crcrecreation.ca</a>	
KETZA CONSTRUCTION	YT & NT	Eric Brohman	107 Platinum Road Whitehorse, YT Y1A 5M3	647-386-6447	<a href="mailto:ebrohman@ketza.ca">ebrohman@ketza.ca</a>	
PPLT CANADA	C. ON	Robb Wilson	P. O. Box 125 Paris ON N3L 3E7	519-757-7573	<a href="mailto:robb.wilson@playpower.com">robb.wilson@playpower.com</a>	
PPLT CANADA	S.W. ON	Loreen Warner	P. O. Box 125 Paris ON N3L 3E7	519-732-0072	<a href="mailto:loreen.warner@playpower.com">loreen.warner@playpower.com</a>	
PPLT CANADA	W. ON	Steve Howes	P. O. Box 125 Paris ON N3L 3E7	519-770-7717	<a href="mailto:steve.howes@playpower.com">steve.howes@playpower.com</a>	
PPLT CANADA	S. & C. ON	Jake Hoogstraten	P. O. Box 125 Paris ON N3L 3E7	519-761-7752	<a href="mailto:jake.hoogstraten@playpower.com">jake.hoogstraten@playpower.com</a>	
PPLT CANADA	Maritime Provinces; NS; PE; NB	Scott O'Reilly	76 Astour Drive Eastern Passage, NS B3G 1M7	902-471-1415	<a href="mailto:scott.oreilly@playpower.com">scott.oreilly@playpower.com</a>	
TECHSPORT	QC	Casey Cameron	4994 Route 125 Rawdon, Quebec. J0K 1S0	514-796-3222	<a href="mailto:casey@techsport.ca">casey@techsport.ca</a>	
PPLT CANADA	Any other Eastern territories	Michael Lovering	P. O. Box 125 Paris ON N3L 3E7	519-757-2767	<a href="mailto:michael.lovering@playpower.com">michael.lovering@playpower.com</a>	

PPLT CANADA	Any other Western territories	Lorraine Friesen	861 Raymer Road, Kelowna, British Columbia, Canada V1W 1J7	250-681-5117	<a href="mailto:lorraine.friesen@playpower.com">lorraine.friesen@playpower.com</a>
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**Date:** Tuesday, May 28, 2024

**Re:** Acceptance of Tables and Double Recycling/Trash Cans  
Gifted from the Scarsdale Business Alliance - Deputy Mayor  
Gruenberg

**COVER PAGE**  
***Village Manager's Office***

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**ATTACHMENT(S):**

- [Resolution - SBA Donation of Tables & Trash Receptacles](#)
- [Uline Order Confirmation](#)
- [Uline Order Confirmation 2](#)

**Resolution Re: Acceptance of Tables and Double Recycling/Trash Cans Gifted from the Scarsdale Business Alliance**

WHEREAS, the Scarsdale Business Alliance (SBA) wishes to gift the following items to the Village for use by the Department of Parks, Recreation and Conversation:

Item	Quantity	Total Estimated Value
Hex Recycled Plastic Picnic Tables-46” Grey	11	\$9,720
ADA Hex Recycled Plastic Picnic Table-46 “ Grey	2	\$1,770
Rectangle Recycled Plastic Picnic Table-8 ‘ Grey	4	\$3,840
Double Recycled Plastic Trash Can – 64 Gallon Grey	3	\$3,655
<b>Total</b>		<b>\$18,985</b>

WHEREAS, pursuant to Village Policy #106: “*Gifts to the Village of Scarsdale*”, acceptance of all gifts valued at \$500 or greater must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the Scarsdale Business Alliance’s gracious gift of assorted tables and double recycled plastic trash cans for use by the Department of Parks, Recreation and Conservation; and be it further

RESOLVED, that the Village Board of Trustees hereby extends its gratitude to the Scarsdale Business Alliance for its generosity to the community.

Date: May 28, 2024



1-800-295-5510  
uline.com

**ORDER  
CONFIRMATION**

ORDER # 65092422  
PO # MARCY  
SHIPMENT 1 of 4

Thank you for your order!

SOLD TO: SCARSDALE BUSINESS ALLIANCE  
PO BOX 158  
SCARSDALE NY 10583-0158

SHIP TO: SCARSDALE POOL COMPLEX  
311 MAMARONECK RD  
SCARSDALE NY 10583

CUSTOMER NUMBER		SHIP VIA		ORDER DATE	WILL SHIP	TERMS
23041051		J.P. EXPRESS		01/18/22	TBD	CASH WITH
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE	
10	EA	H-2560GR	HEX RECYCLED PLASTIC PICNIC TABLE - 46", GRAY ITEM IS DROP SHIPPED	855.00	8,550.00	

NOTE: \_\_\_\_\_



1-800-295-5510  
uline.com

**ORDER  
CONFIRMATION**

ORDER # 65092422  
PO # MARCY  
SHIPMENT 2 of 4

Thank you for your order!

SOLD TO: SCARSDALE BUSINESS ALLIANCE  
PO BOX 158  
SCARSDALE NY 10583-0158

SHIP TO: SCARSDALE POOL COMPLEX  
311 MAMARONECK RD  
SCARSDALE NY 10583

CUSTOMER NUMBER		SHIP VIA		ORDER DATE	WILL SHIP	TERMS
23041051		J.P. EXPRESS		01/18/22	TBD	CASH WITH
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXT. PRICE
4	EA	H-2562GR	RECTANGLE RECYCLED PLASTIC PICNIC TABLE - 8', GRAY  ITEM IS DROP SHIPPED		960.00	3,840.00

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NOTE: \_\_\_\_\_



1-800-295-5510  
uline.com

**ORDER  
CONFIRMATION**

ORDER # 65092422  
PO # MARCY  
SHIPMENT 3 of 4

Thank you for your order!

SOLD TO: SCARSDALE BUSINESS ALLIANCE  
PO BOX 158  
SCARSDALE NY 10583-0158

SHIP TO: SCARSDALE POOL COMPLEX  
311 MAMARONECK RD  
SCARSDALE NY 10583

CUSTOMER NUMBER		SHIP VIA		ORDER DATE	WILL SHIP	TERMS
23041051		J.P. EXPRESS		01/18/22	TBD	CASH WITH
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE	
2	EA	H-6575GR	ADA HEX RECYCLED PLASTIC PICNIC TABLE - 46", GRAY  ITEM IS DROP SHIPPED	885.00	1,770.00	

NOTE: \_\_\_\_\_



1-800-295-5510  
uline.com

**ORDER  
CONFIRMATION**

ORDER # 65092422  
PO # MARCY  
SHIPMENT 4 of 4

Thank you for your order!

SOLD TO: SCARSDALE BUSINESS ALLIANCE  
PO BOX 158  
SCARSDALE NY 10583-0158

SHIP TO: SCARSDALE POOL COMPLEX  
311 MAMARONECK RD  
SCARSDALE NY 10583

CUSTOMER NUMBER			SHIP VIA	ORDER DATE	WILL SHIP	TERMS
23041051			J.P. EXPRESS	01/18/22	01/21/22	CASH WITH
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE	
1	KT	H-7238GR	DOUBLE RECYCLED PLASTIC TRASH CAN - 64 GALLON, GRAY	1,190.00	1,190.00	
2	EA	H-3687GR	ULINE TRASH CAN - 32 GALLON, GRAY PART OF KIT	.00	.00	
1	EA	H-7238F-GR	RECYCLED DOUBLE RECEPTACLE FRAME - GRAY PART OF KIT	.00	.00	

SUB-TOTAL 15,350.00	SALES TAX 1,443.53	SHIPPING/HANDLING 1,886.22	TOTAL 18,679.75
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**NOTE:**  
ATTENTION: MARCY BERMAN GOLDSTEI  
TRACK YOUR ORDERS ON [ULINE.COM/TRACK](http://ULINE.COM/TRACK)  
YOUR ORDER CONTAINS ITEMS THAT SHIP DIRECTLY FROM THE MANUFACTURER. PLEASE CONTACT US WITH ANY QUESTIONS.  
ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.



1-800-295-5510  
uline.com

**ORDER  
CONFIRMATION**

ORDER # 74882571  
PO # MARCY  
SHIPMENT 1 of 1

Thank you for your order!

**SOLD TO:** SCARSDALE BUSINESS ALLIANCE  
PO BOX 158  
SCARSDALE NY 10583-0158

**SHIP TO:** SCARSDALE VILLAGE OF  
25 RAMSEY RD  
C/O ANGELO SOAVE  
SCARSDALE NY 10583-6907

CUSTOMER NUMBER		SHIP VIA		ORDER DATE	WILL SHIP	TERMS
23041051		DROP SHIP FREIGHT		07/26/22	TBD	VISA
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXT. PRICE
1	EA	H-2560GR	HEX RECYCLED PLASTIC PICNIC TABLE - 46", GRAY ITEM IS DROP SHIPPED		1,170.00	1,170.00

SUB-TOTAL 1,170.00	SALES TAX 112.01	SHIPPING/HANDLING 167.42	TOTAL 1,449.43
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**NOTE:**

ATTENTION: MARCY BERMAN GOLDSTEI

TRACK YOUR ORDERS ON [ULINE.COM/TRACK](http://uline.com/track)

YOUR ORDER CONTAINS ITEMS THAT SHIP DIRECTLY FROM THE MANUFACTURER. PLEASE CONTACT US WITH ANY QUESTIONS.

ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.



**Date:** Tuesday, May 28, 2024

**Re:** Authorizing the Purchase of HP Desktops and Monitors -  
Trustee Mazer

**COVER PAGE**  
***Information Technology***  
***Department***

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**ATTACHMENT(S):**

- [Purchase of Computers and Monitors](#)
- [New York State Contract - Desktop Computers](#)
- [Scarsdale Quote - HP Computers](#)

**Resolution Re: Authorizing the Purchase of HP Desktops and Monitors for the Village's Information Technology Department**

WHEREAS, pursuant to New York State General Municipal Law (104), the Village is authorized to purchase equipment, materials, supplies, services, and technology through New York State contracts made available to local governments by the New York State Office of General Services "OGS" and

WHEREAS, the Village of Scarsdale Information Technology Department is committed to replacing the Village's information technology hardware when it has been in service beyond its industry-recommended lifespan; and

WHEREAS, the Village of Scarsdale Information Technology Department recommends that the Village purchase 30 HP Elite Mini 800 G9 Desktop PCs and 30 HP P24 23.8 inch Full HD Edge LED LCD Monitors to replace existing hardware; and

WHEREAS, the OGS has awarded contracts for Group #73600, Information Technology Umbrella Contract – Manufacturer Based (Statewide), Award #22802, and one such contract, Contract # PM20860 awarded to HP Inc., 3000 Hanover Street, Palo Alto, CA 94304, available through its local vendor Corporate Computer Solutions Inc., 55 Halstead Avenue, Harrison, NY 10528, offers the aforementioned hardware and technology; and

WHEREAS, said hardware will be purchased from the local vendor Corporate Computer Services, Inc., of 55 Halstead Avenue, Harrison, NY 10528 through OGS Contract #PM20860 and Quote No. QU0039883 at a total cost not to exceed \$31,710; now, therefore be it

RESOLVED, that the Board of Trustees hereby approves and authorizes the Village Manager to purchase 30 HP Elite Mini 800 G9 Desktop PCs and 30 HP P24 23.8 inch Full HD Edge LED LCD Monitors from the vendor Corporate Computer Solutions of 55 Halstead Avenue, Harrison, NY 10528, through OGS Contract #PM20860 at a total cost not to exceed \$31,710 as set forth in Quote No. QU0039883; and be it further

RESOLVED, that the Village Manager is hereby authorized to undertake all administrative acts necessary to effectuate the intent of this Resolution and purchase of the aforementioned hardware and technology; and be it further

RESOLVED, that the funds for this purchase will come from the General Ledger Account A-1680-MIS-HDWSP-200 20.

Date: May 28, 2024



# Contract Award Notification

<b>Title:</b>	<b>Group 73600 – Information Technology Umbrella Contract – Manufacturer Based (Statewide)</b>
<b>Award Number:</b>	<a href="#"><u>22802</u></a>
<b>Contract Period:</b>	<b>November 30, 2015 to November 29, 2025</b>
<b>Bid Opening Date:</b>	<b>June 30, 2015</b>
<b>Date of Issue:</b>	<b>December 10, 2015 (Revised May 6, 2024)</b>
<b>Contractor Information:</b>	<b>Begins on Page 2 of this Award Notification</b>

## Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
E-mail: <b>Authorized Users:</b> MfrUmbrella.AuthorizedUsers@ogs.ny.gov <b>Contractors:</b> MfrUmbrella.Contractors@ogs.ny.gov	<b>Procurement Services</b> <b>Customer Services</b> Phone: (518) 474-6717 Fax: (518) 474-2437 E-mail: <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

## Description

Information Technology Umbrella Contract – Manufacturer Based (Statewide), including:  Lot 1 – Software Lot 2 – Hardware Lot 3 – Cloud Lot 4 – Implementation Services
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PR # 22802

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM69686	1 Software 4 Implementation	1Spatial Inc. 8614 Westwood Center Dr, Suite 450 Vienna, VA 22182	54-1558482 1100264058
PM69687	3 Cloud (Low Risk) 4 Implementation	3Di, Inc. 3 Point Drive, Suite 307 Brea, CA 92821	33-0647719 1100164792
PM68467	3 Cloud (Low & Moderate Risk)	8x8, Inc. 2125 O'Nel Drive San Jose, CA 95131	77-0142404 1100190235
PM69688	2 Hardware	A+ Mobile Solutions, Inc. 1460 North Clinton Ave, Unit G7 Bay Shore, NY 11706	33-1167331 1000049515
PM69824	1 Software 4 Implementation	Abbyy USA Software House, Inc. d/b/a ABBYY 890 Hillview Court Ste 300 Mipitas, CA 95035	94-3368393 1100028314
PM67316	1 Software 3 Cloud (Low Risk) 4 Implementation	Accenture LLP 5700 South MoPac Expressway Building E Austin, Texas 78749	72-0542904 1000042525
PM68115	3 Cloud (Low, Moderate, & High Risk)	Acquia, Inc. 53 State St Boston, MA 02109	26-0493001 1000042127
PM69825	1 Software 2 Hardware 4 Implementation	Activu Corporation 301 Round Hill Drive Rockaway, NJ 07866	22-3336390 1000019448
PM69689 SB	3 Cloud (Low Risk)	Acture Solutions, Inc. 1462 Erie Blvd, Suite 207A Schenectady, NY 12305	14-1662031 1000027625
PM69867	2 Hardware	Add-On Computer Peripherals LLC 15775 Gateway Circle Tustin, CA 92780	82-3227255 1100278692
PM69691	1 Software 3 Cloud (Low & Moderate Risk) 4 Implementation	Adobe, Inc. 345 Park Avenue San Jose, CA 95110-2704	77-0019522 1100028722
PM67992	3 Cloud (Low & Moderate Risk) 4 Implementation	AgileAssets Inc. 3001 Bee Caves Rd., Ste 200 Austin, Texas 78746	74-2715168 1100013118
PM69692 MBE	3 Cloud (Low & Moderate Risk)	Alchemer LLC 168 Centennial Parkway, Suite 250 Louisville, CO 80027	20-5463887 1100063765
PM20770	1 Software 2 Hardware 4 Implementation	ALE USA Inc. 26801 W. Agoura Rd Calabasas, CA 91301	47-1007498 1100128093

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM69693	3 Cloud (Low, Moderate, & High Risk)	Amazon Web Services, Inc. 410 Terry Avenue North Seattle, WA 98109-5210	20-4938068 1000053395
PM69694	1 Software 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	American Prison Data Systems PBC D/B/A APDS 65 West 36 St 2nd Fl New York, NY 10018	46-2948576 1100263261
PM21040	1 Software 2 Hardware	Arista Network, Inc. 5453 Great America Parkway Santa Clara, CA 95054	201751121 1100152865
PM69695	3 Cloud (Low & Moderate Risk) 4 Implementation	Armedia, LLC 8221 Old Courthouse Rd, Suite 300 Vienna, VA 22182	30-0067329 1100189524
PM69696	3 Cloud (Low & Moderate Risk)	Armis, Inc. 300 Hamilton Ave., Suite 500 Palo Alto, CA 94301	30-0953950 1100265251
PM67997	3 Cloud (Low Risk) 4 Implementation	AskReply, Inc. d/b/a B2Gnow 3225 N Central Ave #120 Phoenix, AZ 85012	33-0897731 1000049133
PM20780	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Assetworks LLC 998 Old Eagle School Rd Suite 1215 Wayne, PA 19087	46-0521049 1000031863
PM67299	3 Cloud (Low, Moderate, & High Risk)	AT&T Corporation One AT&T Way Bedminster, NJ 07921	13-4924710 1000006563
PM69697	1 Software 2 Hardware 4 Implementation	Audio Enhancement, Inc. 9858 S Audio Drive (6150 W) West Jordan, UT 84081	26-3421056 1100150839
PM67988	1 Software	AutoMon, LLC 6621 North Scottsdale Road Scottsdale, AZ 85250	26-2521148 1000048511
PM20790	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Avaya, Inc. 211 Mt. Airy Road Basking Ridge, NJ 07920	22-3713430 1000004630
PM68126	2 Hardware 4 Implementation	Aviat U.S., Inc. 860 N. McCarthy Blvd #200 Milpitas, CA 95035	77-0016028 1000045162
PM69698	2 Hardware 3 Cloud (Low Risk) 4 Implementation	Axon Enterprise, Inc 17800 N. 85th Street Scottsdale, AZ 85255	86-0741227 1100027096

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM69700	3 Cloud (Low Risk) 4 Implementation	Blackboard Inc. d/b/a Blackboard 11720 Plaza America Drive, Floor 11 Reston, Virginia 20190	52-2081178 1000009454
PM70108	2 Hardware	Bluum USA, Inc., (formerly known as Troxell Communications, Inc.) 4675 Cotton Ctr Blvd., Ste 155 Phoenix AZ 85040	86-0716114 1000009741
PM67382	1 Software 4 Implementation	Buffalo Computer Graphics, Inc. 4185 Bayview Road Blasdell, NY 14219	16-1190997 1000015534
PM68151	2 Hardware 4 Implementation	Canon U.S.A., Inc. 1 Canon Park Melville, NY 11747	13-2561772 1000006161
PM68178	3 Cloud (Low, Moderate, & High Risk)	Carahsoft Technology Corporation 1860 Michael Faraday Drive Suite 100 Reston, VA 20190	52-2189693 1000009462
PM69702	3 Cloud (Low & Moderate Risk)	CareerAmerica, LLC. d/b/a Ocelot P.O. Box 7139 Boulder, CO 80306	84-4047861 1100245278
PM69703	3 Cloud (Low Risk)	Cartegraph Systems LLC 3600 Digital Drive Dubuque, IA 52003	42-1419553 1000057688
PM68093	3 Cloud (Low, Moderate, & High Risk)	Center for Internet Security, Inc. 31 Tech Valley Drive East Greenbush, NY 12061	52-2278213 1000040927
PM68119	3 Cloud (Low Risk)	Centripetal Networks, Inc. 99 Bow Street, Ste. 300W Portsmouth, NH 03801-3995	26-4357130 1100192519
PM67343	3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Century Link Communications LLC 1801 California Street Denver, CO 80202	04-6141739 1000000078
PM69704	1 Software 3 Cloud (Low & Moderate Risk) 4 Implementation	Cerner State & Local Government Services, Inc. 2800 Rockcreek Parkway North Kansas City, MO 64117	83-2767977 1000031797
PM68023	1 Software 4 Implementation	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030	54-0856778 1000004915
PM69705	3 Cloud (Low & Moderate Risk) 4 Implementation	Chainalysis, Inc. 228 Park Ave S #23474 New York, NY 10003-1502	47-3784443 1100158194

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM21070	1 Software 2 Hardware	Check Point Software Technologies, Inc. 959 Skyway Rd. Suite 300 San Carlos, CA 94070	94-3229135 1000009804
PM69706	3 Cloud (Low & Moderate Risk) 4 Implementation	CherryRoad Technologies Inc. 6 Upper Pond Road, Second Floor Parsippany, NJ 07054	20-5084389 1000044365
PM69707 SB	2 Hardware	Ciara Technologies USA Inc 1868 E. Broadway Rd. Tempe Arizona, 85282	75-3265932 1100262344
PM20800	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	Cisco Systems Inc. 170 West Tasman Drive San Jose, CA 95134	77-0059951 1000005003
PM20810	1 Software 2 Hardware	Citrix Systems, Inc. 851 West Cypress Creek Rd. Ft. Lauderdale, FL 33309	75-2275152 1000032569
PM69708	3 Cloud (Low Risk) 4 Implementation	CobbleStone Systems Corp d/b/a CobbleStone Software 428 S White Horse Pike Lindenwold, NJ 08021	55-0802494 1100056879
PM67301	1 Software 4 Implementation	Compulink Management Center Inc. d/b/a Laserfiche 3545 Long Beach Boulevard Long Beach, CA 90807	95-3010597 1100141635
PM68125	3 Cloud (Low & Moderate Risk) 4 Implementation	Contemporary Computer Services, Inc. 200 Knickerbocker Ave Bohemia, NY 11716	11-2339385 1000000513
PM68470	3 Cloud (Low, Moderate, & High Risk)	ConvergeOne, Inc. (formerly known as Annese & Associates, Inc.) 3344 Highway 149 Eagan, MN 55121	41-1763228 1100026771
PM69710	2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	Cradlepoint, Inc. 1111 W. Jefferson Street Boise, Idaho 83702	68-0633402 1100264408
PM69711	2 Hardware	Crestron Electronics, Inc. 15 Volvo Drive Rockleigh, New Jersey 07647	22-2077521 1000057408
PM68183	3 Cloud (Low & Moderate Risk)	Crowdstrike Inc 150 Mathilda Place, Third Floor Sunnyvale, CA, 94086	45-3135639 1100188326
PM69712	3 Cloud (Low & Moderate Risk)	Crown Castle Fiber LLC 8020 Katy Fwy Houston, TX 77024	01-0570431 1100034303

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM67302	1 Software 3 Cloud (Low Risk) 4 Implementation	Currier, McCabe and Associates, Inc. d/b/a CMA Consulting Services 700 Troy Schenectady Road Latham, NY 12110	22-2580799 1000004603
PM67977	3 Cloud (Low Risk)	Dataminr, Inc. 6 East 32nd Street, 2nd Floor New York, NY 10016	01-0928154 1100176988
PM20820	1 Software 2 Hardware 3 Cloud (Low, Moderate & High Risk) 4 Implementation	Dell Marketing LP One Dell Way Round Rock, Texas 78682	74-2616805 1000041162
PM67303	3 Cloud (Low Risk) 4 Implementation	Dirad Technologies, Inc. 9 Corporate Drive Clifton Park, NY 12065	14-1655746 1000001741
PM69713	1 Software 2 Hardware 4 Implementation	DMT Solutions Global Corporation d/b/a BlueCrest 37 Executive Drive Danbury, CT 06810	82-5520529 1100212378
PM68140	1 Software 3 Cloud (Low & Moderate Risk) 4 Implementation	DocuSign, Inc. 221 Main Street Suite 1000 San Francisco, CA 94105	91-2183967 1100124309
PM70058	3 Cloud (Low Risk and Moderate Risk)	DynTek Services Inc. 255 Washington Avenue Extension Albany, NY 12205	13-4067484 1000006526
PM69715 SB	3 Cloud (Low Risk)	EagleHawk One, Inc. 3819 South Park Ave Buffalo, NY 14219	83-0956537 1100264435
PM68136	3 Cloud (Low & Moderate Risk) 4 Implementation	Eccentex Corporation 6101 W Centinela Ave Suite 110 Culver City, CA 90230	20-3189161 1100106127
PM69716	3 Cloud (Low & Moderate Risk)	EcolInteractive LLC 1756 Picasso Avenue, Suite K Davis, CA 95618	68-0345567 1100264631
PM69717 MBE	3 Cloud (Low Risk)	Ecomply Solutions LLC 1400 112th Ave SE, Suite 100 Bellevue, WA 98004	82-2537649 1100262846
PM69714	3 Cloud (Low Risk)	E.J. Ward, Inc. 8620 N New Braunfels 200N San Antonio, TX 78217	88-0284475 1000009756
PM69718	3 Cloud (Low Risk)	EJ2 Communications, Inc. D/B/A Flashpoint 111 E 14th St. #284 New York, NY 10003	90-0995386 1100265055

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM20830	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	EMC Corporation d/b/a EMC of Massachusetts 2999 Douglas Blvd Suite 275 Roseville, CA 95661	04-2680009 1000053979
PM70082	3 Cloud (Low Risk)	EMSystems LLC 235 Peachtree St NE Suite 2300 Atlanta, GA 30303	75-3076403 1100220421
PM69719 SB	3 Cloud (Low Risk)	Enterprise Training Solutions Inc., d/b/a Enterprise Training Solutions 120 Bloomingdale Road, 4th floor White Plains, NY 10605	13-3954395 1000001370
PM67345	1 Software 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Environmental Systems Research Institute, Inc., d/b/a ESRI 380 New York Street Redlands, CA 92373	95-2775732 1000041923
PM69720	3 Cloud (Low & Moderate Risk) 4 Implementation	Envisage Technologies 101 W Kirkwood Avenue Suite 200 Bloomington, IN 47404	74-3107781 1100137958
PM70052	3 Cloud (Low & Moderate Risk) 4 Implementation	EPlus Technology Inc 13595 Dulles Technology Drive Herndon, VA 20171	54-1904151 1000032149
PM69871	2 Hardware	Epson America, Inc. 3131 Katella Ave. Los Alamitos, CA 90720	95-2935679 1000057967
PM68020	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Extreme Networks, Inc. 6480 Via Del Oro San Jose, CA 95119	77-0430270 1000057901
PM68258	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	F5, Inc. 401 Elliott Avenue West Seattle, WA 98119	91-1714307 1000005047
PM70059	2 Hardware	Formax LLC 1 Education Way Dover, NH 03820	02-0407657 1000010915
PM68095	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk)	Fortinet, Inc. 899 Kifer Road Sunnyvale, CA 94086-5205	77-0560389 1000045170
PM69869	3 Cloud (Low & Moderate Risk)	Gainwell Technologies LLC D/B/A Gainwell Technologies 355 LedgeLawn Drive Conway, AZ 72034	27-1510177 1100246799

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM68450	1 Software 3 Cloud (Low Risk)	Genesys Telecommunications Laboratories, Inc. 2001 Junipero Serra Boulevard Daly City, CA 94010	94-3120525 1100141591
PM69721	3 Cloud (Low & Moderate Risk)	Geotab USA, Inc. d/b/a Geotab 7180 Pollock Drive Las Vegas, NV 89119	33-1223787 1100262514
PM68148	2 Hardware 3 Cloud (Low Risk)	Getac Incorporated 15495 Sand Canyon Ave, Suite 350 Irvine, CA 92618	95-4547422 1100187819
PM67982	3 Cloud (Low Risk)	Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043	77-0493581 1000053174
PM69842	3 Cloud (Low Risk)	Governmentjobs.com, Inc. D/B/A NEOGOV 300 Continental Blvd Ste 565 El Segundo, CA 90245	33-0888748 1100235822
PM67305	3 Cloud (Low & Moderate Risk)	Granicus, LLC d/b/a Granicus (formerly known as GovDelivery Inc) 408 St. Peter Street, Suite 600 St. Paul, MN 55102	41-1941088 1100002596
PM20850	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	Hewlett Packard Enterprise Company 3000 Hanover St. Palo Alto, CA 94304	47-3298624 1100148379
PM69224	1 Software 2 Hardware 4 Implementation	Hitachi Vantara LLC (formerly known as Hitachi Data Systems Corporation) 2535 Augustine Drive Santa Clara, CA 95054	84-3098448 1100254514
PM20860	2 Hardware	HP Inc. 3000 Hanover Street Palo Alto, CA 94304	94-1081436 1000009783
PM69866	3 Cloud (Low & Moderate Risk)	ID.me, Inc. 8280 Greensboro Drive, Suite 800 McLean, VA 22102	27-1835421 1100254660
PM68127	3 Cloud (Low Risk) 4 Implementation	ImageWork Technologies Corporation 170 Hamilton Ave, Suite 301 White Plains, NY 10601	52-1907539 1000040914
PM69722	2 Hardware	Infinidat Inc. 500 Totten Pond Road Waltham, MA 02451	46-1960443 1100262087

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM70065	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Infoblox, Inc. 2390 Mission College Blvd, Suite 501 Santa Clara, CA 95054	20-0062867 1100022430
PM67995	3 Cloud (Low & Moderate Risk)	Info Tech, Inc. 2970 SW 50 <sup>th</sup> Terrace Gainesville, FL 32608	59-1772879 1100122731
PM69870	3 Cloud (Low, Moderate & High Risk)	Intermedia.net, Inc., d/b/a Intermedia 100 Mathilda Place, Suite 600 Sunnyvale, CA 94066	41-1816682 1100192227
PM20890	1 Software 2 Hardware 3 Cloud (Low, Moderate & High Risk) 4 Implementation	International Business Machines Corporation, d/b/a IBM New Orchard Road Armonk, New York 10504	13-0871985 1000001053
PM69841	3 Cloud (Medium Risk) 4 Implementation	Iron Mountain Information Management Services, Inc. One Federal Street Boston, MA 02171	61-1701138 1100265153
PM69797	1 Software	Ivy.ai, Inc. PO Box 1127 Boulder, CO 80306	82-0811513 1100216970
PM68161	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	Juniper Networks, (US) Inc. 1133 Innovation Way Sunnyvale, CA 94089	77-0559888 1000045169
PM68108	3 Cloud (Low Risk)	Kinney Management Services LLC 1205 Troy Schenectady Road, Suite 106 Latham, NY 12110	56-2620013 1100192374
PM69827	3 Cloud (Low Risk)	KnowledgeWave, Inc. PO Box 4179 50 Lakeside Ave Burlington, VT 05406	30-0229394 1100263056
PM69828	2 Hardware	Kodak Alaris Inc. Rochester Technology Park 336 Initiative Drive Rochester, NY 14624	46-2969770 1100105596
PM68149	1 Software 2 Hardware 4 Implementation	Konica Minolta Business Solutions U.S.A., Inc. 1595 Spring Hill Road, Suite 410 Vienna, VA 22182	13-1921089 1000006138
PM68128	2 Hardware	Kova, Corp 102 East Bay Ave, Suite J Manahawkin, NJ 08050	22-3564190 1000044515

<b><u>CONTRACT #</u></b>	<b><u>LOT NUMBER(s)</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>FED.ID. # / NYS VENDOR #</u></b>
PM68156	1 Software 2 Hardware 4 Implementation	Kronos Incorporated 297 Billerica Rd Chelmsford, MA 01824	04-2640942 1000005258
PM69798	3 Cloud (Low Risk) 4 Implementation	Kyndryl, Inc. One Vanderbilt Avenue, 15th floor New York, NY 10017	86-1182761 1100257227
PM68141	2 Hardware	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004	95-2819506 1000009816
PM68255	3 Cloud (Low Risk)	LCPtracker, Inc. 117 E Chapman Ave Orange, CA 92856	33-0522320 1100189331
PM21120	2 Hardware 4 Implementation	Lenovo Inc. 1009 Think Place Morrisville, NC 27560	52-2449153 1000032072
PM68203	2 Hardware	Lenovo Global Technology (United States) Inc. 8001 Development Dr. Morrisville, North Carolina 27560	81-3285564 1100177898
PM68133	2 Hardware 4 Implementation	Lexmark International, Inc. 740 West New Circle Road Lexington, KY 40550	06-1308215 1000005372
PM68253	3 Cloud (Low Risk)	LoadSpring Solutions, Inc. 187 Ballardvale Street Suite B-210 Wilmington, MA 01887	04-3494658 1000011106
PM68152	3 Cloud (Low Risk) 4 Implementation	Lumen, Inc. 600 NW 14 <sup>th</sup> Avenue, Suite 200 Portland, Oregon 97209	46-1294500 1100163133
PM20840	1 Software 2 Hardware 3 Cloud (Low, Moderate & High Risk) 4 Implementation	Mandiant, Inc. (formerly known as FireEye, Inc.) 601 McCarthy Blvd. Milpitas, CA 95035	20-1548921 1100140004
PM70066	3 Cloud (Low & Moderate Risk)	Metrc LLC 4151 South Pipkin Road Lakeland, FL 33811	82-1408778 1100261249
PM67351	1 Software 4 Implementation	Micro Focus Software Inc. (formerly known as Novell) 1800 South Novell Place Provo, Utah 84606	87-0393339 1000032753
PM69723	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Microsoft Corporation, d/b/a Microsoft One Microsoft Way Redmond, WA 98052-7329	91-1144442 1000009764

<b><u>CONTRACT #</u></b>	<b><u>LOT NUMBER(s)</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>FED.ID. # / NYS VENDOR #</u></b>
PM21140	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Mitel Cloud Services, Inc. 1146 N. Alma School Road Mesa, AZ 85201	76-0311713 1100144315
PM69799	3 Cloud (Low Risk)	Motorola Solutions, Inc. 123 Tice Boulevard Suite 202, Woodcliff Lake	36-1115800 1000031408
PM67324	3 Cloud (Low & Moderate Risk)	Mutualink, Inc. 1269 South Broad Street Wallingford, CT 06492	14-1999711 1000020064
PM20910	1 Software 2 Hardware 4 Implementation	NEC Corporation of America 6535 North State Highway 161 Irving, Texas 75039-2402	20-0665337 1000008544
PM20920	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	NetApp, Inc. 495 East Java Drive Sunnyvale, CA 94089	77-0307520 1000009697
PM69800	2 Hardware	Newline Interactive, Inc 950 W Bethany Dr., Ste 330 Allen, TX 75013	46-0663216 1100264912
PM68145	1 Software 3 Cloud (Low & Moderate Risk) 4 Implementation	NICE Systems, Inc. 221 River St., 10 <sup>th</sup> Floor Hoboken, NJ 07030	77-0250126 1000018579
PM67350	1 Software 4 Implementation	Niche Technology, Inc. 54 Balmoral Street Winnipeg, MB R3C 1X4 Canada	33-0997243 1100149260
PM67989	1 Software 2 Hardware 4 Implementation	Nokia of America Corporation (formerly known as Alcatel Lucent USA Inc) 600 Mountain Ave Murray Hill, NJ 07974	22-3408857 1000040326
PM69726	3 Cloud (Low Risk) 4 Implementation	Northwoods Consulting Partners, Inc. 5200 Rings Road Dublin, OH 43017	31-1668570 1100264904
PM67385	1 Software 3 Cloud (Low Risk) 4 Implementation	NTT Data Americas, Inc. (formerly known as NTT Data, Inc.) 100 City Square Boston, MA 02129	04-2437166 1000000052
PM69801	1 Software 2 Hardware	Nutanix Inc. 1740 Technology Drive, Suite 150 San Jose, CA 95110	27-0989767 1100082718
PM70063	3 Cloud (Low & Moderate Risk) 4 Implementation	NWN Corporation 271 Waverley Oaks Rd, Suite 302 Waltham MA 02822	04-3532235 11001238331

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM68157	3 Cloud (Low & Moderate Risk) 4 Implementation	Okta, Inc. 301 Brannan Street San Francisco, CA 94107	26-4175727 1100150918
PM69728	3 Cloud (Low Risk) 4 Implementation	OneStream Software, LLC 362 South Street Rochester, MI 48307	46-1406778 1100264652
PM67987	1 Software 3 Cloud (Low Risk) 4 Implementation	Open Text, Inc. 951 Mariners Island Blvd., Suite 700 San Mateo, CA 94404	46-0525483 1000033520
PM20940	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Oracle America, Inc. 500 Oracle Parkway Redwood City, CA 94065	94-2805249 1000032860
PM69829	3 Cloud (Low, Moderate & High Risk)	ORock Technologies, Inc. 1900 Reston Metro Plaza, Suite 600 Reston, VA 20190	46-4465160 1100264927
PM21270	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Palo Alto Networks, Inc. 4401 Great America Parkway Santa Clara, CA 95054	20-2530195 1100060289
PM69729	3 Cloud (Low & Moderate Risk)	Panopto, Inc. 600 River Ave, Suite 100 Pittsburgh PA 15212	20-8374771 1100049503
PM68162	2 Hardware	Panasonic Corporation of North America, d/b/a Panasonic System Communications Company of North America Two Riverfront Plaza - 6th Floor Newark, NJ 07102	36-2786846 1000009189
PM69730	3 Cloud (Low & Moderate Risk)	Pantheon Systems, Inc. 717 California St., Floor 2 San Francisco, CA 94108	35-2387089 1100054360
PM69831	3 Cloud (Low & Moderate Risk)	PayIt, LLC 1100 Main Street, Suite 700 Kansas City, MO 65155	46-4175673 1100261365
PM70051	3 Cloud (Low Risk) 4 Implementation	Periscope Holdings, Inc. 5000 Plaza on the Lake, Suite 100 Austin TX 78746	74-2995705 1100264852
PM69875	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Pitney Bowes Inc 3001 Summer Street Stamford, CT 06926	06-0495050 1000000122
PM69839	2 Hardware 4 Implementation	Planar Systems, Inc. 1195 NE Compton Drive Hillsboro, OR 97006	93-0835396 1000009778

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM69514	1 Software 4 Implementation	Precisely Software Incorporated (formerly known as Pitney Bowes Software Inc.) 1700 District Ave, Suite 300 Burlington, MA 01803	22-1854351 1000030320
PM69811	2 Hardware	Promethean Inc. 720 Olive Way, Suite 1500 Seattle, WA 98101	04-3647203 1100017897
PM68107	2 Hardware	Pure Storage, Inc 650 Castro Street, Suite 400 Mt. View, CA 94041	27-1069557 1100147165
PM69832	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Quadient, Inc. 478 Wheelers Farms Rd Milford, CT 06461	94-2388882 1000032848
PM21150	2 Hardware	RGB Systems, Inc. 1025 E. Ball Road Anaheim, CA 92805	33-0107486 1000031275
PM68134	1 Software 2 Hardware 4 Implementation	Ricoh USA, Inc. d/b/a Ricoh 5 Dedrick Place West Caldwell, NJ 07006	23-0334400 1000030648
PM68236	3 Cloud (Low Risk)	RingCentral, Inc. 20 Davis Dr. Belmont, CA 94002	94-3322844 1100189346
PM69732	3 Cloud (Low, Moderate & High Risk) 4 Implementation	Rubrik, Inc. 3495 Deer Creek Road Palo Alto, CA 94304	46-4560494 1100233779
PM21280	1 Software 2 Hardware	Ruckus Wireless, Inc. 350 W. Java Drive Sunnyvale, CA 94089	54-2072041 1100137052
PM69833	1 Software 2 Hardware	Runbeck Election Services, Inc. 2800 S. 36th Street Phoenix, AZ 85034	20-2681027 1100264738
PM68198	1 Software 3 Cloud (Low Risk)	SailPoint Technologies, Inc. 11305 Four Points Dr Bldg. 2-100 Austin, TX 78726	90-0187685 1100191406
PM69845	3 Cloud (Low Risk)	Samsara Inc. 1 De Haro Street San Francisco, CA 94107	47-3100039 1100277702
PM21160	2 Hardware	Samsung Electronics America, Inc. 85 Challenger Road Ridgefield, NJ 07660	13-2951153 1100119185

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM69813	1 Software 3 Cloud (Low, Moderate & High Risk) 4 Implementation	SAP National Security Services, Inc., d/b/a SAP NS2 3809 West Chester Pike Newtown Square, PA 19073	56-2465474 1100263841
PM67387	1 Software 4 Implementation	SAS Institute Inc. 100 SAS Campus Dr. Cary, NC 27513	56-1133017 1000032208
PM69802	3 Cloud (Low, Moderate & High Risk)	Saviynt, Inc. 1301 E El Segundo Blvd, Suite D El Segundo, CA 90245	47-3807420 1100264601
PM69844	2 Hardware 4 Implementation	Schneider Electric IT Corporation (formerly known as Schneider Electric IT USA) 70 Mechanic Street Foxboro, MA 02035	04-2722013 1100262019
PM70061	3 Cloud (Low Risk)	Sciintel Solutions LLC 2021 N Eola Road Aurora, IL 60502	43-2074581 1100245346
PM67388	1 Software	SecureAuth Corporation 8965 Research Drive Irvine, CA 92618	20-3801802 1100136751
PM70106	3 Cloud (Low Risk)	Securly Inc 5600 77 Center Drive, Suite 350 Charlotte, NC 28217	46-0789922 1100262848
PM68199	3 Cloud (Low Risk)	Sedara, LLC 77 Goodell St., Suite 420 Buffalo, NY 14203	46-4123250 1100171657
PM69881	3 Cloud (Low & Moderate Risk)	SentinelOne Inc 444 Castro St., Suite 400 Mountain View, CA 94041	99-0385461 1100264839
PM68232	2 Hardware	Sharp Electronics Corporation 100 Paragon Drive Montvale, NJ 07645	13-1968872 1000054628
PM69803	3 Cloud (Low Risk)	Sirius Computer Solutions, Inc. 10100 Reunion Place, Suite 500 San Antonio, TX 78216	74-2836721 1000041163
PM68468	3 Cloud (Low Risk)	Siteimprove, Inc. 7807 Creekridge Circle Minneapolis, MN 55439	20-3425009 1100027835
PM70084	3 Cloud (Low Risk) 4 Implementation	Skedulo Inc 548 Market St 80260 San Francisco, CA 94104	47-2613861 1100265575
PM70127	3 Cloud (Low Risk) 4 Implementation	Skydio, Inc. 114 Hazel Ave. Redwood City, CA 94061	46-5344747 1100272457

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM67996	3 Cloud (Low Risk)	Skyline Technology Solutions, LLC (formerly known as Skyline Network Engineering, LLC) 6956-F Aviation Boulevard Glen Burnie, MD 21061	37-1494684 1100184426
PM70067	3 Cloud (Low Risk)	SkyOp LLC 5297 Parkside Drive, Suite 435 Canandaigua, NY 14424	46-1707553 1100160958
PM69804	1 Software 2 Hardware 3 Cloud (Low Risk)	SMART Technologies Corporation 1655 North Fort Meyer Dr., Suite 900 Arlington, VA 22209	88-0411936 1000041262
PM69805	3 Cloud (Low & Moderate Risk)	Snowflake Inc. 106 East Babcock St, Ste 3A Bozeman, MT 59715	46-0636374 1100262852
PM69882	3 Cloud (Low Risk)	Spatialitics, LLC 1301 West 22nd Street, Suite 308 Oak Brook, IL 60523	83-1287246 1100255123
PM69806 <i>MBE</i>	1 Software 4 Implementation	Speridian Technologies LLC d/b/a Speridian 435 New Karner Rd, Ste 202 Albany, NY 12205	20-0108244 1100162985
PM67326	1 Software 4 Implementation	Splunk Inc. 250 Brannan Street San Francisco, CA 94107	86-1106510 1000058613
PM20970	2 Hardware 3 Cloud (Low & Moderate Risk) 4 Implementation	Storage Engine, Inc. 1 Sheila Drive Tinton Falls, NJ 07724	22-2288911 1000030364
PM69734	3 Cloud (Low & Moderate Risk)	Sumo Logic, Inc. 305 Main Street Redwood City, CA 94063	27-2234444 1100264906
PM69807	3 Cloud (Low & Moderate Risk) 4 Implementation	Symplicity Corporation, d/b/a Symplicity 3003 Washington Blvd., Suite 900 Arlington, VA 22201	36-4160472 1000017774
PM68239	3 Cloud (Low Risk) 4 Implementation	TeamDynamix Solutions LLC 2200 West Fifth Avenue, Suite 220 Columbus, OH 43215	31-1804205 1100161912
PM68116	3 Cloud (Low & Moderate Risk)	Technolutions, Inc. 234 Church St., 15 <sup>th</sup> Floor New Haven, CT 06510-1800	20-1751009 1100126366
PM67354	2 Hardware 3 Cloud (Low Risk) 4 Implementation	Tequipment, Inc 7 Norden Lane Huntington Station, NY 11746	11-2266592 1000005634

<u>CONTRACT #</u>	<u>LOT NUMBER(s)</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM68201	1 Software 2 Hardware 4 Implementation	Teradata Operations, Inc., d/b/a Teradata Government Systems, LLC 1997 Annapolis Exchange Parkway, Suite 300 Annapolis, MD 21401	14-2002217 1100183272
PM69737 SDVOB	3 Cloud (Low Risk)	ThunderCat Technology, LLC 1925 Isaac Newton Square, Suite 180 Reston, VA 20190	26-1638572 1100186596
PM69834	3 Cloud (Low & Moderate Risk)	Time Warner Cable Northeast LLC, d/b/a Spectrum 12405 Powerscourt Dr. St. Louis, MO 63131	45-4593341 1100188307
PM69738	3 Cloud (Moderate Risk)	Tophatmonocle (US) Corp. 151 Bloor Street West, Suite 200 Toronto, Ontario, Canada M5S 1S4	45-4281746 1100213297
PM68135	1 Software 2 Hardware	Toshiba America Business Solutions, Inc. 25530 Commercentre Drive Lake Forest, CA 92630	33-0865305 1000009105
PM69739	3 Cloud (Low Risk)	Total Computer Systems, Ltd., d/b/a Total Technology Solutions 1895 Walt Whitman Road, Suite 9 Melville, NY 11747	11-3142222 1000024619
PM69808	1 Software 2 Hardware 3 Cloud (Low & Moderate Risk)	Trend Micro Inc. 225 E John Carpenter Freeway #1500 Irving, TX 75062	77-0391563 1000049160
PM69835	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Trimble, Inc. 935 Stewart Drive Sunnyvale, CA 94085	94-2802192 1000018774
PM20990	2 Hardware	Trippe Manufacturing Company, d/b/a Trippe Lite 1111 West 35th St Chicago, IL 60609	36-1881000 1000049179
PM69740	3 Cloud (Low Risk)	TRIUMPH Technologies Inc. 1060 Broadway Albany, NY 12204	61-2000690 1100264772
PM69684	3 Cloud (Low Risk) 4 Implementation	Tyler Technologies, Inc. (formerly known as Socrata Inc.) 5101 Tennyson Parkway Plano, TX 75024	75-2303920 1000047487
PM69741	1 Software 3 Cloud (Low & Moderate Risk) 4 Implementation	UiPath Inc. 90 Park Ave., 20th Floor New York, NY 10016	47-4333187 1100263893

<b><u>CONTRACT #</u></b>	<b><u>LOT NUMBER(s)</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>FED.ID. # / NYS VENDOR #</u></b>
PM21000	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Unisys Corporation 801 Lakeview Drive, Suite 100 Blue Bell, PA 19422	38-0387840 1000004843
PM68143	3 Cloud (Low Risk)	Universal Management Technology Solutions, Inc., d/b/a Universal Management Solutions 1461 First Avenue, Suite 366 New York, NY 10075	36-4622130 1000044796
PM67394	1 Software	Varonis Systems, Inc. 1250 Broadway, 31 <sup>st</sup> Floor New York, NY 10001	57-1222280 1100142133
PM69743	3 Cloud (Low & Moderate Risk)	Veracode, Inc. 65 Network Drive Burlington, MA 01803	26-0126281 1100265058
PM67317	3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Verizon Business Network Services LLC (formerly known as Verizon Business Network Services, Inc.) 11 Wards Lane Menands, NY 12204	13-2745892 1000012731
PM69744	3 Cloud (Low Risk)	Verizon Connect Fleet USA LLC (formerly Fleetmatics USA LLC) P.O. BOX 15043 Albany, NY 12212-5043	20-1799583 1100013644
PM67310	1 Software 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	VMware, Inc. 3401 Hillview Ave Palo Alto, CA 94304	94-3292913 1100004398
PM21090	1 Software 2 Hardware	WatchGuard, Inc. (formerly known as Enforcement Video, LLC d/b/a WatchGuard Video) 415 Century Parkway Allen, TX 75013	11-3717781 1000047027
PM68117	3 Cloud (Low & Moderate Risk)	Webair Internet Development Company, Inc. 501 Franklin Ave, Suite 200 Garden City, NY 11530	11-3460094 1100147313
PM69745 SB	3 Cloud (Low Risk)	Westelcom Network Inc. 2 Champlain Ave Westport, NY 12993	14-1775887 1000019012
PM68217	1 Software 4 Implementation	Widepoint Integrated Solutions Corporation 7926 Jones Branch Drive, Suite 520 McLean, VA 22102	33-0994781 1100192424

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PM69809	1 Software 4 Implementation	Windsor Solutions, Inc. 4386 S Macadam Ave., Suite 101 Portland, OR 97239	93-1245518 1000009782
PM69747	3 Cloud (Low Risk)	Windstream Services, LLC 4001 Rodney Parham Rd. Little Rock, AR 72212	85-2049794 1100264670
PM69748	3 Cloud (Low & Moderate Risk)	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588	20-2480422 1100177547
PM67534	1 Software 2 Hardware 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Xerox Corporation, d/b/a Xerox 100 Clinton Avenue South Rochester, NY 14644	16-0468020 1000014781
PM69749	3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Yext, Inc., d/b/a Yext 61 9th Avenue New York, NY 10011	20-8059722 1100246571
PM68155	2 Hardware	Zebra Technologies International, LLC 3 Overlook Point Lincolnshire, IL 60069	02-0545884 1100034071
PM69750	3 Cloud (Low & Moderate Risk)	Zoom Video Communications, Inc., d/b/a Zoom 55 Almaden Boulevard 6 <sup>th</sup> Floor San Jose, California 95113	61-1648780 1100108653
PM69836	3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Zscaler, Inc. 120 Holger Way San Jose, CA 95134	26-1173892 1100223027

**THE BELOW CONTRACTORS ARE NO LONGER ACTIVE.**

PM67378	1 Software	Admit Computer Services, Inc. d/b/a Impact 500 Bi-County Boulevard Farmingdale, NY 11735	11-2524979 4000005704
PM21020	2 Hardware	Aerohive Network, Inc. 330 Gibraltar Drive Sunnyvale, CA 94089	20-4524700 1100133105
PM21050	2 Hardware	Aver Information Inc. 668 Mission Court Fremont, CA 94539	94-3148296 4000057960
PM67381	1 Software 3 Cloud (Low Risk)	BMC Software, Inc. 2101 CityWest Boulevard Houston, TX 77402	74-2126120 4000032525

THE BELOW CONTRACTORS ARE NO LONGER ACTIVE.			
PM67976	3 Cloud (Low Risk)	Business Purchasing Solution LLC d/b/a SpendBridge 101 West Ohio Street, Suite 1601 Indianapolis, IN 46204	20-4544023 1100189292
PM21080	3 Cloud (Low & Moderate Risk) 4 Implementation	Ciena Government Solutions, Inc. 7035 Ridge Road Hanover, Maryland 21076	20-1362886 1100144644
PM68124	1 Software	Colyar Technology Solutions, LLC 22420 N 18 <sup>th</sup> Drive Phoenix, AZ 85027	86-0866675 1000032741
PM67994	1 Software	Compuware Corporation One Campus Martius Detroit, MI 48226	38-2007430 1000009247
PM68118	3 Cloud (Low Risk)	Cylance, Inc. 18201 Von Karman Ave, Suite 700 Irvine, CA 92612	45-5180781 1100183342
PM68094	1 Software	Docker, Inc. 144 Townsend St San Francisco, CA 94107	27-2461415 1100191080
PM21100	2 Hardware	Ergotron, Inc. 1181 Trapp Road Eagan, MN 55121	41-1298218 1000057678
PM68123	1 Software 2 Hardware 4 Implementation	ForeScout Technologies, Inc. 190 West Tasman Drive San Jose, CA 95134	51-0406800 1100185053
PM21110	2 Hardware	Fujitsu America, Inc. 1250 East Arques Avenue Sunnyvale, CA 94085	77-0554941 1000018592
PM67306	1 Software	Impulse Point 6810 New Tampa Highway Suite 400 Lakeland, FL 33815	65-1214267 1100138215
PM68132	1 Software 3 Cloud (Low, Moderate, & High Risk) 4 Implementation	Infor Public Sector, Inc. 641 Avenue of the Americas New York, NY 10011	94-2913642 1100131601
PM68179	1 Software	Intralogic Solutions, LLC (formerly known as Intralogic Solutions, Inc.) 511 Ocean Ave. Massapequa, NY 11758	20-1681666 1000041514
PM67349	1 Software 4 Implementation	MicroStrategy Services Corporation 1850 Towers Crescent Plaza Tysons Corner, VA 22182	54-1945356 1100141997

THE BELOW CONTRACTORS ARE NO LONGER ACTIVE.			
PM21290	1 Software 2 Hardware 3 Cloud (Low Risk) 4 Implementation	Mitel Networks, Inc. (formerly known as ShoreTel, Inc) 1146 North Alma School Road Mesa, AZ 85204	77-0443568 4000057902
PM67308	3 Cloud (Low, Moderate, & High Risk)	NaviSite, Inc. 400 Minuteman Road Andover, MA 01810	52-2137343 4000040923
PM20930	2 Hardware	Nimble Storage <del>(ASSIGNED TO PM20850)</del> 211 River Oaks Parkway San Jose, CA 95134	26-1418899 4100136942
PM68902	3 Cloud (Low Risk) 4 Implementation	Perspecta State & Local, Inc. (formerly known as Enterprise Services LLC) 13600 EDS Drive Herndon, VA 20171	36-4172737 4000031492
PM69215	1 Software 2 Hardware 4 Implementation	Plantronics, Inc. (formerly known as Polycom, Inc.) 345 Encinal Street Santa Cruz, CA 95060	77-0207692 4100092743
PM68142	3 Cloud (Low Risk)	Pluralsight, LLC 182 N. Union Avenue Farmington, UT 84025	20-1279619 4100151817
PM67325	1 Software 3 Cloud (Low Risk) 4 Implementation	Redsky Technologies, Inc. 333 N. Michigan Avenue, Suite 1600 Chicago, IL 60604	36-4038335 4100143393
PM67535	2 Hardware	Seneca Data Distributors, Inc. 6040 Tarbell Road Syracuse, NY 13206	03-0471707 4100003164
PM21170	1 Software 3 Cloud (Low, Moderate, & High Risk)	Sophos, Inc. 3 Van de Graff Drive, 2 <sup>nd</sup> Floor Burlington, MA 01803	04-3328310 4000020419
PM68146	2 Hardware	Source Code Corporation 159 Overland Rd Waltham, MA 02451	04-3150778 4100022108
PM69500	1 Software 4 Implementation	TIBCO Software Inc. (formerly known as Information Builders Inc.) 3307 Hillview Avenue Palo Alto, CA 94304	77-0449727 4100057766
PM21180	2 Hardware	Tintri, Inc. d/b/a Tintri 303 Ravendale Drive Mountain View, CA 94043	26-2906978 4100038849
PM67390	1 Software 4 Implementation	TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121	95-3871079 4100128708

THE BELOW CONTRACTORS ARE NO LONGER ACTIVE.			
PM67356	1 Software 4 Implementation	Versaterm Inc. 2300 Carling Avenue Ottawa, Ontario Canada K2B 7G1	98-0225938 1100142426
PM68158	2 Hardware	Vertiv Corporation (formerly known as Liebert Corporation) 1050 Dearborn Drive Columbus, OH 43085	31-0715256 1000017560
PM68177	1 Software 4 Implementation	XMedius America, Inc. (formerly known as Applied Voice & Speech Technologies, Inc.) 20000 North Creek Parkway, Suite 200 Bothell, WA 98044	56-2397438 1100005583
Cash Discount, If Shown, Should be Given Special Attention.			
Please see "How to Use" for additional information relating to Lot 3 Cloud Risk.			

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.  
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT SERVICES  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

NEW YORK STATE OGS  
PROCUREMENT SERVICES  
Customer Services, 38th Floor  
Corning Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*



**Corporate Computer Solutions**  
 55 Halstead Avenue, Harrison, NY 10528  
 Phone (914) 835-1105 Fax (914) 835-5947

www.corporatecomputersol.com

**QUOTATION**

Quote No. QU0039883

Customer ID VIL003

**\* NYS and NYC Certified WBE \***

BILL TO:	SHIP TO:
Accounts Payable Village of Scarsdale 1001 Post Road Scarsdale, NY 10583	O'Neill Roman Village of Scarsdale 1001 Post Road Scarsdale, NY 10583

PAGE 1 of 1

Notes: NYS OGS PM20860

PRICING VALID FOR DOCK TO DOCK DELIVERY, NO SPECIAL INSTRUCTIONS

F.O.B. POINT	SHIP VIA	ORDERED BY	
QUOTE DATE	TERMS	SALES PERSON	EXPIRATION DATE
5/15/2024	Net 30	Tino Grippo/Anthony Lusardi ext. 113 ALUSARDI@CORPORATECOMPUTERSOL.COM	6/14/2024

PART NUMBER	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
64X66AA#ABA	45.00	EA	130.00	5,850.00

HP P24 G5 23.8" Full HD Edge LED LCD Monitor - 16:9 - Black

Notes: HP P24 G5 FHD Monitor - 23.8 inch - 16:9 - 5ms GtG (with overdrive) - FHD (1920 x 1080 @ 75 Hz) - IPS - Anti-glare - Flat - 250 nits - 1000:1 - 93 ppi - 8 bit (6 bit + FRC) - 72% NTSC - 178/178 - 1 DisplayPort 1.2 - 1 HDMI 1.4 - 3 years limited warranty

A12GLUT#ABA	30.00	EA	862.00	25,860.00
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HP Elite Mini 800 G9 Desktop PC - Mini - Intel - Core i5 - 1

Notes: HP Elite Mini 800 G9 Desktop PC - Mini - Intel - Core i5 - 14500T - 1.2GHz - 14-Core - 4.8GHz - DDR5 - 16GB RAM - 4800MHz - 256GB SSD - Intel UHD Graphics 770 - Power Supply - 90Watt - Gigabit Ethernet, IEEE 802.11 ax, Bluetooth 5.3 - Mouse,Keyboard - Microsoft Windows 11 Professional Standard - 1 Year Warranty

	Merchandise Total	31,710.00
<b>TOTAL</b>		31,710.00

**Date:** Tuesday, May 28, 2024

**Re:** Approval of an Intermunicipal Agreement with the City of New Rochelle for Assistance with the Implementation of the City of New Rochelle's Stream and Culvert Maintenance 2024 Project - Trustee Wise

**COVER PAGE**

***Department of Public Works***

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**ATTACHMENT(S):**

- [Resolution - New Rochelle IMA](#)
- [Memo - New Rochelle IMA](#)
- [IMA - New Rochelle - Stream Culvert Maintenance](#)
- [DRAFT Site Access Agreement](#)

**Resolution Re: Approval of an Intermunicipal Agreement with the City of New Rochelle for Assistance with the Implementation of the City of New Rochelle’s Stream and Culvert Maintenance 2024 Project**

WHEREAS, the City of New Rochelle will be characterizing sediments in the stretch of the Hutchinson River between Grand Boulevard and Hutchinson Boulevard with the intention of performing maintenance dredging and cleaning of the River and culverts located within the River; and

WHEREAS, the project is expected to provide some level of benefits to the residents of the Village of Scarsdale in addition to the residents of the City of New Rochelle and the Town of Eastchester; and

WHEREAS, the limits of the investigation as well as the project itself are defined in Exhibit 1 attached hitherto; and

WHEREAS, portions of the limits of the Investigation and Project may fall within Village property between Sprague Rd and Grand Blvd (“the Village Property”); and

WHEREAS, portions of the limits of the Investigation and Project may also fall within the private property of Scarsdale residents; and

WHEREAS, the City of New Rochelle has requested that the Village of Scarsdale assist with the securing of Site Access Agreements between the City and Village residents adjacent to the project area as noted on the attached Exhibit 1; and

WHEREAS, New York State General Municipal Law, Article 5-G, authorizes the Village and the City of New Rochelle to enter into an Intermunicipal agreement; now, therefore be it

RESOLVED, that the Village Board of Trustees hereby approves an Intermunicipal Agreement with the City of New Rochelle for Assistance with the Implementation of the City of New Rochelle’s Stream and Culvert Maintenance 2024, subject to review and modification by Village counsel.

Date: May 28, 2024



To: Alexandra Marshall, Acting Village Manager  
From: Jeffrey C. Coleman, PE, Superintendent of Public Works  
Date: April 22, 2024  
Re: Hutchinson River

MEMORANDUM  
Department of Public Works

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The Hutchinson River forms the municipal boundary between the Village of Scarsdale and the City of New Rochelle. It also forms the boundary between the Town of Eastchester and the City of New Rochelle, south of the Scarsdale/Eastchester border. The Village of Scarsdale, City of New Rochelle, Town of Eastchester and Westchester County have been working collaboratively for over a decade to develop an acceptable plan to improve the flow of the Hutchinson River and thereby reduce the incidence of flooding along its length. As this is a long-range project which is extensive in scope (and cost), the City of New Rochelle has proposed a maintenance focused project to address a more localized flooding condition along the stream.

The City of New Rochelle has approached both the Village and the Town of Eastchester with a plan for the City to let a contract to perform some limited debris removal from the stream between The Boulevard and Hutchinson Boulevard. The purpose of the project is to restore the stream bed and banks and clean the culverts. The result of the work is not anticipated to provide the flood mitigation that a much larger project will provide, however it will have an impact on the smaller, more frequent storm events. An analysis has not been completed to accurately quantify the improvement, however anecdotally, any removal of debris will, at the very least, provide some storage and improved conveyance.

The City of New Rochelle will be funding and managing the project and will let the project to bid. They have asked that the Village clear vegetation from an area adjacent to the stream along those parcels that the Village owns (between the Boulevard and Sprague). This work can be completed by hand with Public Works staff. The City also requests that the Village assist with securing right-of-entry agreements from those parcels that are privately owned in Scarsdale.

Upon your concurrence, I will forward the draft agreements to the Village Attorney with a request that they work with New Rochelle Counsel to finalize the language in the agreements before we package it for Village Board approval.

I have attached a draft access agreement exhibit which indicates the scope of the project.

Cc: Village Engineer  
Village Attorney

INTER-MUNICIPAL AGREEMENT  
BETWEEN THE CITY OF NEW ROCHELLE AND THE VILLAGE OF SCARSDALE  
FOR ASSISTANCE WITH THE IMPLIMENTATION OF THE CITY OF NEW ROCHELLE'S STREAM  
AND CULVERT MAINTENANCE 2024 PROJECT

This Inter-Municipal Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between THE VILLAGE OF SCARSDALE, a Municipal Corporation of the State of New York with offices at 40 Mill Road, Scarsdale, NY 10709 ("The Village") and the CITY OF NEW ROCHELLE a Municipal Corporation of the State of New York with offices at 515 North Ave, New Rochelle, New York 10801 ("The City").

Whereas, the City will be characterizing sediments ("the Investigation") in the stretch of the Hutchinson River between Grand Blvd and Hutchinson Blvd ("River") with the intention of performing maintenance dredging/cleaning of the River and culverts located within the River ("the Project"); and

Whereas, the Project will provide some level of benefit to residents of the City of New Rochelle, the Village of Scarsdale, and the Town of Eastchester that are unknown at this time; and

Whereas, the Investigation and Project will be confined to the limits defined in the attached Exhibit 1; and

Whereas, portions of the limits of the Investigation and Project may fall within Village property between Sprague Rd and Grand Blvd ("the Village Property"); and

Whereas, portions of the limits of the Investigation and Project may also fall within the private property of Scarsdale residents; and

Whereas, the City has requested that the Village assist with the securing of Site Access Agreements between the City and Village residents adjacent to the project area as noted on the attached Exhibit 1; and

Whereas, New York State General Municipal Law, Article 5-G, authorizes the Village and City the ability to enter into an Intermunicipal Agreement

Now, therefore, in consideration of the mutual covenants set for the herein, the parties agree as follows:

1. The Village shall clear and grub to the greatest extent possible the areas adjacent to the River and/or culverts on the Village Property prior to the start of the Project.

2. The Village hereby gives permission to the City, its employees, agents, consultants, contractors, surveyors and assigns, or other designees authorized by the City (collectively, "Authorized Parties"), to enter onto the Village Property for the purpose of characterizing sediments in the River running within the Property boundaries and for the maintenance dredging/cleaning of the River at the City's expense. This permission is effective immediately upon the execution of this Agreement by the Village and City.
3. Upon completion of the Investigation and Project, Authorized Parties will restore the Village Property as near as practicable to its condition immediately prior to the commencement of such Investigation and Project, except that Authorized Parties shall not be responsible for the removal, erection, placement or replacement of, or for any damage to, any fencing on, in, or around the River within the Contract limits.
4. The City's request for permission to access the Village Property is not intended, nor should it be construed, as an acceptance of responsibility or liability on the part of the City to take any action to repair, improve, modify or otherwise correct any portion of the River running through the Village Property or elsewhere beyond the actions proposed for this Project.
5. Authorized Parties may enter onto the Village Property during normal business hours and may also make special arrangements to enter the Village Property at other times after agreement from the Village. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Village's operations on the Property.
6. Authorized Parties will give notice to the Village at least one (1) week in advance of the start of the Investigation on the Property.
7. Authorized Parties will give notice to the Village at least one (1) week in advance of the start of the Project on the Property.
8. The Village ensures that the Village and any occupants, lessees, invitees, employees, contractors or agents of the Village will give Authorized Parties access to the portion of the Property that falls within the Contract limits as defined in the attached Exhibit 1 for the purposes set forth in this Agreement.
9. The City shall draft Site Access Agreements to be made between the City and the Village residents noted in Exhibit 1 as necessary to complete the Project;

The Site Access agreements shall be reviewed and approved by the Village prior to distribution to Village residents;

The Village shall assist the City in securing the execution of the Site Access agreements and shall distribute said agreements to Village residents.

10. There shall be no fees imposed by either party against the other as a result of this Agreement
11. Each party agrees to be responsible for its own negligent acts or omissions and will maintain a policy or program of insurance or self-insurance at levels sufficient to support its activities under this Agreement.
12. Nothing in this Agreement shall create or give to third parties any claim or right of action against the Town or the City beyond such as may legally exist irrespective of this Agreement.
13. Project performance is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the City to perform maintenance dredging or cleaning of the River and culverts located within the River. In the event funds to finance all or part of this Agreement do not become available, obligations of each party to this Agreement may be terminated upon receipt of notice. The City shall be the sole and final authority as to the determination of the availability of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one instrument. Signed counterparts may be delivered via electronic email in PDF format which shall constitute delivery of an "original" document.

THE CITY OF NEW ROCHELLE

\_\_\_\_\_  
Kathleen E. Gill, Esp., City Manager

Dated: \_\_\_\_\_

VILLAGE OF SCARSDALE

\_\_\_\_\_

Dated: \_\_\_\_\_

**SITE ACCESS AGREEMENT  
PERMISSION TO ENTER PROPERTY**

This Site Access Agreement (“Agreement”) is made by and between \_\_\_\_\_ whose primary address is located at \_\_\_\_\_, New York, \_\_\_\_\_ (“Owner”) and the City of New Rochelle, with offices at 515 North Ave, New Rochelle, New York, 10801 (“City”) regarding the Owner’s real property located at \_\_\_\_\_, New York, \_\_\_\_\_ (“Property”). The City requests permission to enter onto the property for the exclusive purpose of characterizing sediments in the stretch of the Hutchinson River between Grand Blvd and Hutchinson Blvd (“River”) that runs through a portion of the Owner’s Property and adjacent to landowner’s property and for the maintenance dredging/cleaning of the River and culverts located within the River. The area requested for access shall be limited to the portion of the Property that falls within the limits defined in the attached Exhibit 1.

1. Owner hereby gives permission to the City, its employees, agents, consultants, contractors, surveyors and assigns, or other designees authorized by the City (collectively, “Authorized Parties”), to enter onto the Property for the purpose of characterizing sediments in the River running within the Property boundaries (“the Investigation”) and for the maintenance dredging/cleaning of the River and culverts within the River (“the Project”) at the City’s expense. This permission is effective immediately upon the execution of this Agreement by the Owner and City.
  
2. Upon completion of the Investigation and Project, Authorized Parties will restore the Owner’s Property as near as practicable to its condition immediately prior to the commencement of such Investigation and Project.
  
3. The City’s request for permission to access the Property is not intended, nor should it be construed, as an acceptance of responsibility or liability on the part of the City to take any action to repair, improve, modify or otherwise correct any portion of the River running through the Property or elsewhere beyond the actions proposed for this Project.

4. Authorized Parties may enter onto the Property during normal business hours and may also make special arrangements to enter the Property at other times after agreement from the Owner. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Property.
5. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of the Investigation on the Property.
6. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of the Project on the Property.
7. Authorized Parties shall enter onto the Property at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with the Investigations under this Agreement, except to the extent such injury, damage or loss is caused by or due to the act, omission or willful misconduct of the Owner, or any occupants, lessees, invitees, employees, contractors, or agents of the Owner.
8. Owner ensures that Owner and any occupants, lessees, invitees, employees, contractors or agents of the Owner will give Authorized Parties access to the portion of the Property that falls within the limits defined in the attached Exhibit 1 for the purposes set forth in this Agreement.
9. This Agreement shall expire upon completion of the Investigation and Project under this Agreement.
10. This Agreement shall become effective upon the execution and delivery hereof by each of the parties hereto.
11. Each person whose signature appears hereon represents, warrants and guarantees that he/she is duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

---

**OWNER**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Property Owner's Telephone Number: \_\_\_\_\_

Property Owner's Mailing Address (if other than Property Address):

\_\_\_\_\_

---

**CITY OF NEW ROCHELLE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**Date:** Tuesday, May 28, 2024

**Re:**

**COVER PAGE**

***Village Manager's Office***

Public Comments Received between May 08, 2024 and May 22, 2028

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Attached, please find the public comments received between May 08, 2024 and May 22, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

**ATTACHMENT(S):**

- [2024-05-28 Reynolds - Tent](#)
- [2024-05-28.Crandall BJB Report.pdf](#)

**Christine Sciandra**

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**From:** Mike <mfreyholds@gmail.com>  
**Sent:** Monday, May 20, 2024 8:58 AM  
**To:** Public Comments  
**Subject:** Bring back the tent!

---

**CAUTION:** External sender.

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Bring back the tent in the village!

It gave a nice community feel and was very convenient for eating local takeout and for meeting people.

This should be a priority over the traffic which takes away from the village feel. And there are plenty of alternatives for people driving through that area.

## Christine Sciandra

---

**From:** Mayor Justin Arest  
**Sent:** Saturday, May 11, 2024 3:58 PM  
**To:** Alexandra Marshall; Clerk's Department; Taylor Emanuel; Lena CRANDALL; Public Comments  
**Subject:** Re: BFJ Planning Report

Thank you for your input, Trustee Crandall.

Justin

Justin Arest  
Mayor

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

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

On May 11, 2024 at 2:59 PM -0400, Lena CRANDALL <[lana.crandall@verizon.net](mailto:lana.crandall@verizon.net)>, wrote:

CAUTION: External sender.

Dear Mayor and Village Trustees,

I have read the report by BFJ Planning. I strongly encourage you to vote in favor of all of the proposed changes to the Village Code.

The creation of additional nonconforming lots is of concern; but the potential benefits to adjacent neighbors, the community, and the environment are more significant.

Thank you for your hard work,

Lena Crandall  
227 Fox Meadow Road  
Scarsdale, NY 10583