

JUSTIN K. AREST

MAYOR

ALEXANDRA H. MARSHALL

ACTING VILLAGE MANAGER



SAMEER AHUJA

KAREN L. BREW

JEREMY A. GANS

DARA B. GRUENBERG

KENNETH L. MAZER

RANDALL B. WHITESTONE

TRUSTEES

**OFFICE OF THE
VILLAGE MANAGER**

VILLAGE HALL

1001 POST ROAD

SCARSDALE, NY 10583

914.722.1110

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Village Board Agenda

February 27, 2024

Agenda Committee 7:30 PM

Village Board Meeting – 8:00 PM

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

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

Roll Call

Pledge of Allegiance

Mayor’s Comments

Manager’s Comments

Public Hearing

Public Comment

Trustee Liaison Reports

Bills

➤ Trustee Gruenberg

Consent Agenda

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

Agenda Items

Trustee Ahuja

- Resolution re: Proposed Local Law Authorizing a Real Property Tax Levy in excess of the New York State Cap _____
- ADD ON: Resolution re: Authorization to Execute a Professional Services Agreement with Hill International Technical Services, Inc. to Provide Owner’s Rep and Construction Management Services for the Pool Complex Reconstruction Project _____

Trustee Brew

- Resolution re: Authorization to Enter into a Memorandum of Understanding with Con Edison for the Fox Meadow and Fenimore Road Water and Sewer Project _____
- Resolution re: Authorization to Execute Professional Service Agreement with Woodard & Curran _____

Trustee Gruenberg

- Resolution re: Calling for a Public Hearing on a Proposed Local Law Amending Chapter 256 of the Scarsdale Village Code Concerning Public Sidewalk Permits _____

Trustee Gans

- Resolution re: Calling for a Public Hearing on a Proposed Local Law to Amend the Scarsdale Code Concerning Newspaper Publication _____
- Resolution re: Calling for a Public Hearing on a Proposed Local Law to Amend the Rules and Procedures of certain Scarsdale Land Use Boards _____
- Resolution re: Determination on the 27 Woods Road Appeal _____

(Written decision to be issued night of meeting; not in packet)

Trustee Mazer

- Resolutions re: Conveyance of Police Commendations

Deputy Mayor Whitestone

- Resolution re: Repealing all or a Portion of Certain Unexpended Bond Authorizations

Written Communications

- Amber Yusef - Recycling

Future Meeting Schedule

March 5, 2024

- 4:00 PM – Village Board Work Session

March 12, 2024

- 8:30 PM – Village Board of Trustees

Motion to Adjourn

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
February 13, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, February 13, 2024, at Rutherford Hall and via video conference at 8:06 PM

Present in person were Mayor Arest and Trustees Ahuja, Brew, Gans, Gruenberg, Mazer, and Whitestone. Also present were Acting Village Manager Marshall, Village Treasurer Scaglione, Village Counsel Ward-Willis, and Village Deputy Clerk Hessler.

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Mayors Comments

Mayor Arest provided the following comments:

“Good evening,

Thank you to Trustee Ahuja for putting together the list of February holidays.

- February 1 – National Freedom Day
- February 2 – Groundhog Day
- February 4 — Rosa Parks Day
- February 6 — Safer Internet Day
- February 10 — Chinese New Year (Year of the Dragon)
- February 11 – International Day of Women & Girls in Science
- February 12- President Lincoln’s Birthday
- February 12 – International Epilepsy Day
- February 13 – Mardi Gras
- February 14 – Ash Wednesday
- February 14 – Valentine’s Day
- February 15 – Nirvana Day
- February 15 – International Childhood Cancer Day
- February 20 – World Day of Social Justice
- February 20 – Presidents Day

On February 11, Trustee Gruenberg and I had to honor to represent the board at the Scarsdale Chinese Association’s New Year Celebration. It was a wonderful event with very talented

performers. I played musical chairs for the first time in a long time and had a great time. Happy New Year and may the Year of the Dragon bring joy and success to all.

I also want to thank our incredible DPW team for working keeping our streets safe, clear and salted. We appreciate all of their efforts and thanks Superintendent Coleman and his whole team.”

Mayor Arest also reminded the public that there will be a Village Election held on Tuesday, March 19, 2024.

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Manager’s Comments

Acting Village Manager Marshall provided the following comments:

“I wanted to highlight that National Metering Servicing, Inc. has been contracted by the Village to replace the remaining T-Pad water meters in the Village, which will enhance the Village’s ability to take faster and more accurate meter reads. This process involves National Meter Servicing reaching out to Scarsdale Water Customers to make appointments to come to their home and swap out their old T-Pad meter with a new radio meter.

Both the Village and the Contractor have reached out via direct mail to affected customers, and there is information about this project on the home page www.scarsdale.com, as well as copies of the letters. If you have received one of these letters, please be sure to contact the number on your letter and schedule your appointment today. That number is 1-888-448-0009. Thank you.”

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Public Hearing

Mayor Arest invited Trustee Ahuja to introduce a public hearing outlined in the agenda. Trustee Ahuja indicated that the Village of Scarsdale is holding a public hearing tonight to consider a proposed local law creating a new article of Chapter 269 of the code of the Village of Scarsdale concerning an article 7 tax cap override.

At 8:11, upon motion entered by Trustee Ahuja and seconded by Deputy Mayor Whitestone; the motion to open a Public Hearing to Consider a Local Law Authorizing a Real Property Tax Levy in Excess of the New York State Tax Cap; was approved unanimously.

Trustee Ahuja indicated that the action to authorize a real property tax levy in excess of the state tax cap is something that comes up every year and he views it as a housekeeping item. This is something that happens every year to allow for prudent exercise and development of the budget going into April, being mindful about the May 1st statutory deadline. This public hearing will not determine what the Village budget will ultimately look like or what the tax levies will be.

Robert Harrison; 65 Fox Meadow Rd, in speaking about the tax cap, Mr. Harrison asked if the Village could recap the conversation on the topic which included possible budget scenarios that occurred at the Village Board Work Session earlier tonight.

Trustee Ahuja indicated that he wasn't going to review the conversation from the Work Session specifically, but he invited members of the public to watch the video from the February 13, 2024 Village Board Work Session online. Trustee Ahuja pointed out that the memo that accompanies the public hearing announcement mentions that the allowable tax level increase over the current year is 3.57 percent.

At 8:15, upon motion entered by Trustee Mazer and seconded by Trustee Gans, the motion to close the Public Hearing to Consider a Local Law Authorizing a Real Property Tax Levy in Excess of the New York State Tax Cap; was approved unanimously.

Mayor's Comments on Budget

Mayor Arest spoke briefly on the allowable increase of the tax levy to meet the tax cap. He explained that this current draft of the budget is just the second pass of the budget. There is still a lot of work and analysis to be done on the budget. There are possible scenarios to address a budget gap and the Village will analyze and look to cut expenses.

It is the goal of the Board to be as effective as possible and to keep the tax levy to the lowest amount possible. That includes trying to stay under or at the tax cap recognizing that there are areas of the Village that need to be invested in.

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Public Comment

Robert Harrison; 65 Fox Meadow Rd, spoke to the difference to the difference between the tax increase to the average tax payer versus the Village's tax levy. Mr. Harrison spoke on behalf of the organization, Scarsdale Tax Alert and he explained the focus of the organization. He asked the board to do their best to settle on a 2.84% tax rate increase for each individual Scarsdale homeowner.

Mr. Harrison spoke about the Scarsdale Pool Complex. He and his family are active pool users, and he feels that the pool is a beautiful and special site. He feels that it is wrong to spend 30 million dollars to rebuild the pool and instead the Village should upgrade the pool instead. He feels that the decision to expend 30 million dollars to redo the pool should be voted on by the public.

Lastly, he wanted to know what the status was with the Pool Redevelopment Committee, when the meetings of the committee were and if people could attend these meetings. Mayor Arest indicated that the Board would discuss the pool when taking up the item on the agenda related to the pool project.

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Trustee Liaison Reports

Deputy Mayor Whitestone reported that at the Middle School last night, Scarsdale action for Youth presented a program, “Not My Kid” with keynote, Speaker Stephen Hill. Stephen Hill is a renowned national speaker on substance abuse and the program was well attended. His is a program for parents and teens on how to build resilient kids to make healthy choices and overcome adversity. This program was a program sponsored by Scarsdale Action for Youth which is part of Scarsdale Edgemont Family Counseling Services. This organization supports programs focused on youth and helping them make smart choices.

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Trustee Mazer reported that there are some upcoming activities for seniors in Scarsdale. The are as follows:

February 14 – Village Historian, Jordan Copeland will lead a presentation about how Scarsdale became Scarsdale from 11 AM to Noon at the Girl Scout House. This will detail the history of Scarsdale from a sparsely populated farming area to a prominent suburb. RSVP via email at msilver@scarsdale.com.

February 15 – A belated Valentine’s Day celebration from 11:30 to 12:30 at the Girl Scout House. Desert will be served. RSVP via email to msilver@scarsdale.com.

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Bills

Trustee Gans reported that he had audited the Abstract of Claims dated February 13, 2024, in the amount of \$2,656,904.57 which includes \$104,001 in Library Claims previously audited by a Trustee of the Library Board. He finds the claims to be in order and he moves that they be approved for payment.

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

RESOLVED, that the Abstract of Claims dated February 13, 2024, in the amount of \$2,656,904.57 is hereby approved.

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Consent Agenda

Mayor Arest reminded the public that all of these items have been discussed at Village Board Work Session or another public meeting in the past. He also indicated that the any trustee is authorized to remove any item from the consent agenda. Upon motion entered by Trustee Gruenberg, and seconded by Deputy Mayor Whitestone, the following items were approved unanimously:

- Approval of Minutes from January 23, 2024 Village Board Meeting
- Resolution regarding Awarding of a Contract for the Purchase of a Freightliner
- Resolution regarding Awarding of a Contract for the Purchase of a Sewer Camera
- Resolution regarding Awarding of a Contract for the Purchase of Two Ford F-550 Super Duty Vehicles and One Ford F-250 vehicle
- Resolution regarding the Utilization of a New York State Contract for the Purchase of a Sanitation Vehicle
- Resolution to Execute a Professional Service Agreement with Desman, Inc.

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Trustee Ahuja

Trustee Ahuja acknowledged that the IT Server and Storage Area Network Infrastructure Upgrade represents a significant expenditure of funds and he commended staff, particularly the Acting Village Manager, for the work involved in reviewing this project. Trustee Ahuja emphasized that the project is complicated, but it involves a critical piece of the Village's IT hardware infrastructure. The existing infrastructure is well passed its useful life and needs to be replaced. He indicated that he fully supports this project and has done his own due diligence to make sure that he is comfortable with it. He feels that it is a good step forward.

Upon motion entered by Trustee Ahuja and seconded by Trustee Gruenberg; the following resolution regarding Professional Service Agreement with Logically for IT Server and Storage Area Network (SAN) Infrastructure Upgrade; was approved unanimously:

WHEREAS, in Spring 2023, engineers from Wixnet, LLC, d/b/a Logically performed an assessment of the Village's server and data storage infrastructure in Village Hall and the Public Safety Building; and

WHEREAS, Logically has advised the Village to upgrade the its server and storage area network (SAN) infrastructure including ancillary hardware and software; and

WHEREAS, Logically formally submitted proposal #045549 to upgrade the Village’s server and SAN infrastructure including ancillary hardware and software; and

WHEREAS, after a thorough review process, the Village Manager’s Office has ultimately concluded that Logically’s proposal will fulfill the Village’s informational technology needs particularly in the area of cybersecurity at a total cost of \$338,112.68 ; and

WHEREAS, The Village seeks to award this contract in accordance with the adopted Local Law #11-2023 concerning “Best Value” procurement; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby approves the agreement with Wixnet, LLC, d/b/a Logically, 63 Marginal Way, Portland, Maine 04101 to upgrade the Village’s server and SAN infrastructure including ancillary hardware and software at a total cost of \$338,112; and be it further

RESOLVED, that the cost of this project will be financed with a budget transfer as follows:

GL Account	Account Description	Increase	Decrease
A-9990-SPCL-500 1991	General Fund Contingent		229,000
A-1680-MIS-HDWSP-400 499	MIS Equipment - Contractual		100,000
A-1680-MIS-HDWSP-200 20	MIS Equipment - Hardware	329,000	

and be it further

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

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Trustee Ahuja addressed the comments made by Mr. Harrison regarding the pool during the public comments portion of the meeting. He mentioned that he strongly disagreed with Mr. Harrison’s comments and that ninety-nine percent of the survey respondents in 2022 expressed their desire to have a new pool. No one knows what the final costs are going to be. There’s some very, very good work happening, including through this proposal.

Trustee Ahuja wanted to remind the community that for a project like this, in the range of 30 million dollars, would equate to somewhere in the range of an additional couple of hundred dollars per household per year. While these are large numbers, the costs are spread out over a lot of people.

Trustee Ahuja mentioned that the community has really come together around this project. A cross-section of the community is involved in this committee. It includes many dedicated

volunteers who have served in other capacities, worked on other projects and served on other boards and councils. They have been instrumental in providing advice and input to staff in the selection of the owner's rep and construction management firm. Trustee Ahuja wanted to give a special thanks to Larry Medvinsky who has been leading the effort on the pool project. He also wanted to thank the Chairs of the PRC.

The Committee will continue to update the community on what they're doing in support of this project. He would also invite the committee to attend public meetings as necessary.

Upon motion entered by Trustee Ahuja and seconded by Trustee Gruenberg; the following resolution regarding Professional Service Agreement with Hill International Inc. to provide Owner's Rep and Construction Management Services for the Pool Complex Reconstruction Project; was approved unanimously:

- WHEREAS, the Scarsdale Pool Complex, located at 311 Mamaroneck Road, is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible; and
- WHEREAS, to support the design and construction of a new, seasonal aquatics facility to replace the existing municipal pool complex the Village of Scarsdale prepared a Request for Proposals (RFP) for Owner's Rep and Construction Management Services; and
- WHEREAS, on September 08, 2023 the Village sent out the RFP to multiple firms that specialize in Owner's Rep and Construction Management Services, and the RFP was advertised on the Empire State online Bid System; and
- WHEREAS, on the RFP due date of October 03, 2023, five firms submitted proposals, which were reviewed by a Village-formed committee consisting of representatives from the Board of Trustees, members of the Ad Hoc Pool Redevelopment Advisory Council, and Village staff; and
- WHEREAS, all proposals were evaluated, taking into consideration the firm's depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services and Construction Management Services; and
- WHEREAS, the Committee interviewed all five firms and after in-depth reference checks selected Hill International, New York, NY with proposed fees of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management Services; now therefore be it
- RESOLVED, that the Village Manager is herein authorized to execute a professional services agreement in substantially the same form as attached hereto, with Hill International Inc., One Penn Plaza, New York, NY 10119, to provide Preconstruction Services and Construction Management Services for the

Scarsdale Pool Complex Reconstruction Project at a cost of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management services, with authorization to proceed with Preconstruction Services only; and be it further

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

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

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Trustee Gruenberg

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Brew, the following resolution regarding Residency Requirements of Certain Offices of the Village of Scarsdale; was approved unanimously:

WHEREAS, New York State Assembly Bill A10246 was signed by the governor amending Public Officers Law § 3 and Village Law § 3-300 to authorize the Scarsdale Board of Trustees, by resolution, to permit the offices of the court clerk, building inspector, assistant building inspector, village clerk, assistant village clerk, village treasurer, assistant village treasurer, assessor, village engineer, or village planner to be held by a person who is not a resident of Scarsdale, provided that such person resides within Westchester County or an adjoining county within the state of New York, except that the village treasurer may also reside within Dutchess County; now, therefore, be it

RESOLVED, In accordance with Public Officers Law § 3(72) and Village Law § 3-300(32), the Board of Trustees of the Village of Scarsdale hereby authorize the offices of the court clerk, building inspector, assistant building inspector, village clerk, assistant village clerk, village treasurer, assistant village treasurer, assessor, village engineer, or village planner to be held by persons who reside within Westchester County or an adjoining county within the state of New York, except that the village treasurer may also reside within Dutchess County; be it further

RESOLVED, The authorization granted herein shall be continuing in nature until otherwise amended by law or the Scarsdale Board of Trustees.

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Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Trustee Gruenberg, the following resolution regarding an Authorization to Conduct the Annual 15K/4-Mile Road Race; was approved unanimously:

- WHEREAS, for the over 53 years, the Village of Scarsdale Parks, Recreation, and Conservation Department has offered an annual 15K and 4-Mile Road Races on the same day in the Fox Meadow and Greenacres neighborhoods; and
- WHEREAS, this year's race is being proposed for Sunday, April 07, 2024, from approximately 9:00 AM to 12:30 PM, as per the attached application to conduct a road race and accompanying course map; and
- WHEREAS, the Scarsdale Police Department and Village Manager recommend Village Board approval of the application, inclusive of necessary staff support activities, such as implementing traffic control activities and measures, event management, and public notification of race day detours; now, therefore, be it
- RESOLVED, that the Board of Trustees of the Village of Scarsdale herein approves the Parks, Recreation, and Conservation Department application to conduct the annual 15K and 4-mile road races on Sunday, April 07, 2024, in the Fox Meadow and Greenacres neighborhoods in accordance with the course map attached hereto and inclusive of necessary staff support functions, such as public notifications, traffic control, and event management.

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Deputy Mayor Whitestone

Deputy Mayor Whitestone provided some context to this resolution and described the backup documentation provided in the agenda packet. He encouraged the public to review the chart showing costs over the last five year which includes a breakdown per piece of heavy equipment.

Upon motion entered by Deputy Mayor Whitestone, and seconded by Trustee Gruenberg, the following resolution regarding the Awarding of VM Contract #1307 – Fire Apparatus Maintenance Services; was approved by unanimously:

WHEREAS, due to the mechanical and operational complexities of Fire Department apparatus, the Village contracts for certain repair, service, and preventative maintenance work; and

WHEREAS, prospective bidders must be able to facilitate a New York State heavy vehicle inspection and third-party pump, aerial, and ground ladder testing during annual preventative maintenance on each apparatus, and have the ability to respond within 24 hours for emergency repairs, thus necessitating a repair facility within close geographical proximity to the Village, with said certifications and location requirements limiting the number of available and qualified bidders; and

WHEREAS, the Village publicly advertised for the receipt of bids on October 27, 2023, under VM Contract #1307 – Fire Apparatus Maintenance Services, which was also distributed to five regional vendors by the Fire Chief; and

WHEREAS, on the bid opening date of November 14, 2023, one bid was received from Hudson Valley Fire Equipment, LLC, as reflected in the attached bid tabulation sheet; and

WHEREAS, a thorough bid review determined that Hudson Valley Fire Equipment, LLC, met all identified bid requirements and was deemed by the Fire Chief to be capable of offering the Fire Department reliable services; now therefore, be it

RESOLVED, that VM Contract #1307 – Fire Apparatus Maintenance Services be awarded to Hudson Valley Fire Equipment, LLC, of 69 Fields Lane, Brewster, NY 10509, at the hourly and trip rates identified on the bid tabulation sheet attached hereto and made a part hereof; and be it further

RESOLVED, that all costs associated with this work be charged to the appropriate Public Works and Fire Department Operating Budget accounts, subject to the availability of said funds and otherwise in consultation with the Village Manager and the Treasurer; and be it further

RESOLVED, that the Village Manager is hereby authorized and directed to execute VM Contract #1307 – Fire Apparatus Maintenance Services on behalf of the Village of Scarsdale with Hudson Valley Fire Equipment, LLC, for a period of one year, with the option to extend said contract for two additional one-year periods.

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

A Resolution Pursuant to Section 41.00 of the Local Finance Law Repealing all or a portion of certain unexpended bond authorizations of the Board of Trustees of the Village of Scarsdale, Westchester County, New York.

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

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

BOND RESOLUTION DATED MARCH 13, 2012. A RESOLUTION AUTHORIZING THE ISSUANCE OF \$5,800,000 BONDS OF THE VILLAGE OF SCARSDALE, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE \$6,254,000 ESTIMATED MAXIMUM COST OF VARIOUS IMPROVEMENTS TO THE VILLAGE WATER SUPPLY AND DISTRIBUTION SYSTEM, INCLUDING, WITHOUT LIMITATION, THE UPGRADING AND REHABILITATION OF THE REEVES NEWSOM PUMP STATION, AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH, IN AND FOR SAID VILLAGE.

All of the remaining \$1,000,000 unissued amount of such authorization is hereby repealed.

Section 2. This resolution takes effect immediately.

AYES

NAYS

ABSENT

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

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Written Communications

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

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Future Meeting Schedule

- 5:00 PM – Village Board Work Session

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

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The Village Board entered the Town Board meeting at 8:40 PM.

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

Respectfully submitted,

Charles Hessler
Deputy Village Clerk

RESOLUTION RE: NOTICE OF TIME CHANGE FOR THE MARCH 12, 2024 AND THE MARCH 26, 2024 REGULAR BOARD OF TRUSTEES MEETINGS

WHEREAS, the Village Board of the Village of Scarsdale adopted the Rules of Procedure which outlines the protocols for Village Board meetings at the April 11, 2023 Regular Board Meeting; and

WHEREAS, Rules of Procedures indicates that the Regular Board Meetings shall be held at Village Hall on the second and fourth Tuesday evening of each month at 8:00 p.m.; and

WHEREAS, the Mayor may convene additional meeting dates, modify the meeting date, start time or location of all scheduled meetings, including Work Session meetings; and

WHEREAS, circumstances require that the Mayor change the Village Board of Trustees meeting start time for the March 12, 2024 Regular Village Board meetings from 8:00 p.m. to 8:30 p.m.; and

WHEREAS, circumstances require that the Mayor change the Village Board of Trustees meeting start time for the March 26, 2024 Regular Village Board meetings from 8:30 p.m. to 8:00 p.m.; now therefore be it

RESOLVED, that the Village Board of Trustees Regular meetings scheduled for March 12, 2024, will commence at 8:30 p.m.; and let it be further

RESOLVED, that the Village Board of Trustees Regular meetings scheduled for March 26, 2024 will commence at 8:00 p.m.

Date: February 27, 2024

**RESOLUTION RE: **AUTHORIZATION TO EXECUTE AN
INTERMUNICIPAL AGREEMENT WITH
WESTCHESTER COUNTY FOR THE USE OF
VOTING MACHINES****

WHEREAS, the Village of Scarsdale (“Village”) will conduct the Annual Village Election on Tuesday, March 19, 2024, necessitating the use of the Westchester County Board of Elections’ voting equipment in connection with said election; and

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

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

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

RESOLVED, that the Village Board of Trustees herein authorizes the Village Manager to execute the attached Intermunicipal Agreement with the County of Westchester, in substantially the same form as attached hereto, for the use of voting equipment in connection with the March 19, 2024, Village Election, as detailed in the Agreement.

Date: February 27, 2024



To: Alexandra Marshall, Acting Village Manager

From: Taylor C. Emanuel, Village Clerk

Date: Wednesday, February 21, 2024

MEMORANDUM
Clerk's Department

RE: Agreement with Westchester County for use of Voting Machines for Village Election

Nominating Petitions were submitted to the Village Clerk's office by one (1) independent party for the Village Election on March 19, 2024. The Village is requesting the use of Westchester County's voting machines, specifically four (4) Optical Scan voting machines, one (1) Ballot Marking Device, and three (3) Privacy Booths. As opposed to the usage of paper ballots for this uncontested election, utilizing the County's voting machines will expedite any voter traffic during the day of the election, promoting the flow of voters in and out of the polling location, as well as decrease the need to physically handle paper materials.

The Village Election will be held in the Scott Room at the Scarsdale Public Library, located at 54 Olmsted Road, where there is ample space to accommodate the requested number of voting machines and voter turnout associated with this election. Please note that the Scarsdale Police Department will position appropriate public safety personnel when necessary, during voting hours to provide for the safety of traffic moving in and out of the library's parking lot.

There is no cost to borrow the machines from the County; however, the Village is responsible for the cost of transporting the machines, printing the election ballots, and all other costs associated with their use.

I recommend that the Agreement authorizing the Village to utilize the County owned voting machines and related services be approved.

THIS AGREEMENT made the _____ day of _____, 20____ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter the “County”)

and

VILLAGE OF SCARSDALE a municipal corporation of the State of New York, having an office and place of business at 1001 Post Road, Scarsdale, New York 10583 (hereinafter the “Village”)

WITNESSETH:

WHEREAS, the Village desires the use of County-owned electronic voting machines and related services, in connection with upcoming Village elections; and

WHEREAS, the County desires to provide such goods and services for the Village for the compensation and on the terms herein provided; and

NOW, THEREFORE, the parties hereto agree as follows:

FIRST: The County shall provide the Village with goods and services consisting of electronic voting machines and privacy booths approved by the New York State Board of Elections (the “voting systems”) and related services, including the technicians(s) necessary to operate and maintain the voting systems for the Village’s elections that will be conducted by the Village on **March 19, 2024** (the “Work”). This Work to be performed by the County is more particularly described in Schedule “A”, which is attached hereto and made a part hereof.

In consideration of the Work, the Village shall, at its sole cost and expense, transport the voting systems from the County’s storage facility to the Village’s polling locations and subsequently return them to the County’s storage facility, as well as provide all goods and services necessary for the Village to conduct its elections, including staff for polling locations and printed ballots. The Village’s method of transportation of the voting systems, including the use of any third party contractor(s), must be approved by both Commissioners of the County’s Board of Elections.

Any third-party contractor providing transportation for the Village shall name the County of Westchester as an additional insured on its commercial general liability and property damage policies. The Village shall utilize the following to provide transportation of voting machines pursuant to this Agreement:

Name and Address of Transportation Company:

The Village shall also fulfill its role as described in Schedule “A” in maintaining the chain of custody of the voting systems, so as to insure the security of the voting systems, both before, during and after the election, from the time the voting systems leave the County’s loading dock to the time they are returned to such loading dock. It is recognized and understood by the parties that maintaining such security of the voting systems is critical to this Agreement, as the New York State Board of Elections has advised the County that it can only lend out its voting systems to the Village so long as measures are taken to ensure that the voting systems cannot be hacked, their code accessed or their integrity compromised in any other way, for so long as the machines are outside of the County’s custody and control.

In addition, the Village’s printed ballots, which shall be prepared at the Village’s sole cost and expense, must meet all mechanical and technical requirements of the voting systems. Accordingly, the Village’s printed ballots, including the use of any third party contractor(s) in preparing such ballots, must be approved by both Commissioners of the County’s Board of Elections.

Furthermore, the Village shall, at its sole cost and expense, ensure the safety, security, and integrity of the voting systems at all times before, during, and after the Village’s elections while the voting systems remain in the possession of the Village or the possession of a third party contractor transporting the voting systems pursuant to an agreement with the Village.

SECOND: The term of this Agreement shall commence on **March 15, 2024** and shall continue through **March 20, 2024** unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: The Village agrees to either procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “B”, entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof. Notwithstanding the foregoing, the Village shall have the right to satisfy the liability insurance requirements outlined in Schedule “B” through a commercially reasonable or legally approved program of self-insurance and shall provide the County with written proof of such self-insurance from its risk management office.

The Village shall ensure that any contract it has with any contractor, subcontractor and/or independent contractor (collectively, “contractor”) to carry out the Work hereunder, shall include the requirement that the contractor procure and maintain insurance naming the County of Westchester and the Village, as their interest may apply, as additional insureds, as provided for and described in Schedule “B”, entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. The Village shall cause each of its contractors to provide the County with a copy of the insurance certificate evidencing compliance with these requirements.

In addition to, and not in limitation of, the insurance provisions contained in Schedule “B”, the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the County’s performance hereunder or third parties under the direction or control of the County; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all

other costs and expenses related thereto; and

In the event the Village does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Village shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

FOURTH: The Village shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Village's elections.

FIFTH: The Village shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the both Commissioners of the County's Board of Elections is void.

All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Village that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Village and the Village shall ensure that such subcontracted work is subject to the material terms and conditions of this Agreement.

SIXTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SEVENTH: All notices of any nature referred to in this Agreement shall be in

writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioners of Elections
Westchester County Board of Elections
25 Quarropas Street
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building
148 Martine Avenue Room 600
White Plains, New York 10601

To the Village:

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

EIGHTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly

granted herein.

TENTH: The Village recognizes that this Agreement does not grant the Village the exclusive right to have the County perform such Work and that the County may enter into similar agreements with other Village's on an "as needed" basis.

ELEVENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWELFTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Village have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Tajian M. Nelson
Title: Commissioner, Board of Elections

By: _____
Name: Douglas A. Colety
Title: Commissioner, Board of Elections

By: **VILLAGE OF SCARSDALE**

Name:
Title:

Approved as to form
and manner of execution

Associate County Attorney
County of Westchester
I/BOE/132889/Village.Voting.Machine.Agmt.2024

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

the _____ a corporation duly
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution _____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at

_____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date: _____

SCHEDULE “A”

SCOPE OF SERVICES

Pick-Up of the Voting Systems

No later than March 18, 2024, the County shall make available to the Village for pick-up all of the goods to be provided to the Village for its elections to be held on March 19, 2024 (the “voting systems”). The voting systems shall consist of the following:

<u>Quantity</u>	<u>Item</u>
<u>4</u>	Dominion Voting System Corp. Image Cast Voting Machine Systems (ICP)
<u>1</u>	Dominion Voting Systems Corp. Image Cast Ballot Marking Device
<u>3</u>	Privacy booths

The voting systems shall, where applicable, be sealed and bar-coded by the County’s Board of Elections.

Attached hereto and forming a part hereof are the “Village Seal Recording Sheet”, as Attachment “1”, and the “Voting Machine Transportation Chain of Custody Log”, as Attachment “2”. The County’s Board of Elections shall make available to the Village, on or before March 13, 2024, any additional documentation that may be necessary to adequately inform and educate the Village, its employees, contractors, and agents about procedures related to the safety, security, and integrity of the voting systems, including chain of custody procedures, that the Village will be obligated to follow.

No later than March 18, 2024, the Village shall take possession of the voting systems from the County at the County’s storage facility located at 450 Saw Mill River Rd, Ardsley, New York 10502. The County’s storage facility’s loading dock has only four loading bays and the County will be servicing multiple elections, so the Village shall be responsible for coordinating with the County’s Board of Elections the precise pick-up time at the County’s storage facility.

The Village shall, pursuant to Paragraph “FIRST” of this Agreement, at its sole cost and expense, transport the voting systems from the County’s storage facility to the Village’s polling locations by a method of transportation that has been approved by both Commissioners of the County’s Board of Elections. The Village shall utilize the company detailed in Paragraph “First” to transport voting systems. The Village shall, at its sole cost and expense, ensure the safety, security, and integrity of the voting systems at all times after it takes possession of the voting systems, including ensuring the security and integrity of all seals and bar-codes affixed by the County’s Board of Elections. In addition to, and not in limitation of, the foregoing, the Village shall, at its sole cost and expense, ensure that all chain of custody procedures for the transportation and delivery of the voting systems, as prescribed by the County’s Board of Elections, are followed and all necessary documentation is completed.

Use of the Voting Systems

On March 19, 2024, prior to the start of voting for the Village’s elections, the Village’s polling workers at each polling location shall break the seals on the voting systems as previously instructed by the staff of the County’s Board of Elections.

The County shall assign to each polling location at which the voting systems will be utilized at least one County-employed voting machine technician (“technician”). Each technician will have

the duties and responsibilities described in the “Examples of Work” portion of the job description for a technician, which is attached hereto and made a part hereof as Attachment “3”. Notwithstanding the limits of the content of Attachment “3”, each technician shall have the duty and responsibility to do anything necessary to ensure the safety, security, integrity, and proper operation of the voting systems in the polling location to which he is assigned. The Village, its employees, contractors, and/or agents thereof shall not interfere with the technician in the performance and discharge of any of his duties or responsibilities.

At the conclusion of voting for the Village’s elections, the technician shall assist the Village’s polling workers and other election personnel in operating the voting systems for the purpose of providing vote totals.

Once all vote totals and any other necessary information is retrieved from the voting systems, the technician shall affix to the voting systems such new seals as may be necessary.

Return of the Voting Systems

On March 20, 2024, the Village shall return the voting systems to the County’s storage facility. The Village shall be responsible for coordinating with the County’s Board of Elections the precise drop-off time at the County’s storage facility in accordance with the terms hereof.

Seal Recording Sheet

DATE OF ELECTION: _____, **2024**

VILLAGE _____	Election District _____
POLL SITE & LOCATION _____	
SCANNER SERIAL NUMBER _____	MACHINE NUMBER _____

BEFORE THE POLLS OPEN

To be completed and signed by all Election Inspectors at this Machine prior to opening of the polls.

1) SEAL RECORDING SECTION: MARK the box to show whether the following Seals were found to be **properly secured (sealed)** when you arrived at the poll site and then **RECORD the Numbers** found on the **Seals**.

OPTICAL SCAN				BALLOT MARKING DEVICE		
MACHINE SEALS	SECURE?	SEAL NUMBER		MACHINE SEALS	SECURE?	SEAL NUMBER
BALLOT BOX DOOR Red SEAL	YES [] NO []		-DO NOT REMOVE-	BALLOT BOX DOOR Red SEAL	YES [] NO []	
SCANNER COVER White Plastic SEAL	YES [] NO []			BALLOT BOX DOOR REPLACEMENT Red Seal	YES [] NO []	
COMPACT FLASH DOOR Blue/Wire SEALS	Left [] Right [] None []	L - R -	-DO NOT REMOVE-	COMPACT FLASH DOOR Blue/Wire SEALS	Left [] Right [] None []	L - R - -DO NOT REMOVE-
PORT SEAL (right side of scanner) Blue/Wire SEAL	YES [] NO []		-DO NOT REMOVE-	THERMAL PRINTER (Results Tape) Red SEAL	YES [] NO []	
THERMAL PRINTER (Results Tape) Red SEAL	YES [] NO []		(Remove ONLY IF you need to install a new roll)	ATI PORT Red SEAL (Remove before voting begins)	YES [] NO []	
				PRINTER Red SEAL - DO NOT REMOVE -	YES [] NO []	
				PRINTER CF CARD Red SEAL - DO NOT REMOVE -	YES [] NO []	

YOU MUST CALL YOUR VILLAGE CLERK IMMEDIATELY IF ANY SEALS ARE BROKEN OR HAVE BEEN REMOVED PRIOR TO YOUR ARRIVAL.

VOTING MACHINE TECHNICIAN

DISTINGUISHING FEATURES OF THE CLASS: Under general supervision, Incumbents of this class perform a variety of technical activities **related** to the proper maintenance, repair, upkeep and testing of electronic voting machines or other voting equipment. Work is performed in accordance with all laws, regulations, policies and procedures related to the elections process. Does related work as required.

EXAMPLES OF WORK: (Illustrative only)

Prepares voting machines for use in elections by performing required set up and testing procedures and verifying correct results;

Repairs and maintains voting machines;

Troubleshoots and identifies voting machine problems;

Replaces damaged or malfunctioning parts using a variety of tools and equipment;

Demonstrates voting machine operation to elections officials;

Responds to polling sites to resolve issues with voting machines;

Inspects voting machines returned after election and records any sign of damage or malfunction;

Disassembles and prepares machines for storage after required time periods have **passed**;

Attends and satisfactorily completes trainings, as required;

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

May direct and assign work to temporary workers engaged in voting machine preparation work;

May perform other incidental tasks, as needed.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Good knowledge of the tools, procedures and techniques of electronic and mechanical voting machine maintenance and repair, good knowledge of the policies and procedures related to the use and operation of voting machines; ability to perform the set-up and testing procedures required for the operation and use of voting machines; ability to understand and follow simple oral and written instructions; ability to get along well with others; ability to communicate effectively, both orally and in writing; ability to effectively use computer applications such as spreadsheets, word processing, e-mail and database software in performing work assignments; ability to read, write, speak, understand and communicate in English sufficiently to perform the essential tasks of the position; mechanical aptitude; dependability; physical condition commensurate with the demands of the position.

VOTING MACHINE TECHNICIAN

Page2

SUGGESTED MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: High school or equivalency diploma and six months experience which Included performing electronic voting machine service set-up, maintenance, or repair.

•SPECIAL NOTE: Education beyond the secondary level must be from an Institution recognized or accredited by the Board of Regents of the New York State Department of Education **as a** post-secondary, degree-granting institution.

West. Co.
J.C.: Unclassemt
PQS1
1

Job Class Code: C3222
Job Group: C10

SCHEDULE "B"

**STANDARD INSURANCE
PROVISIONS
(Village)**

1. Prior to commencing work, and throughout the term of the Agreement, the Village shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Village shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Village and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Village shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Village to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Village to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Village from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Village concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Village's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Village until such time as the Village shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Village maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Village. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County

2. The Village shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI- 105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non- contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Cargo coverage with a minimum limit of \$150,000 to cover items/property being transported naming the County of Westchester as Loss Payee.

3. All policies of the Village shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Village.

**RESOLUTION RE: CALLING FOR AN INCREASE IN AID AND
INCENTIVES FOR MUNICIPALITIES (AIM)
FUNDING**

- WHEREAS,** the Aid and Incentives for Municipalities (AIM) program plays a critical role in funding essential municipal services for cities and villages across New York State; and
- WHEREAS,** city and village officials share the same priorities as our state leaders which is to make New York safer and more affordable; and
- WHEREAS,** New York’s Local governments, who are on the frontlines of controlling property tax affordability and ensuring public safety, are integral to achieving those goals; and
- WHEREAS,** the State has not increased AIM funding in 15 years and according to the Bureau of Labor Statistics, inflation has increased by nearly 45% during that same period; and
- WHEREAS,** this neglect from the State has led to rising municipal tax burdens and harmful disinvestment in essential municipal services and staff; and
- WHEREAS,** the property tax cap further limits the ability of local governments to properly fund the services their residents need; and
- WHEREAS,** the challenges of rising inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid, only accentuate the need for an increase in AIM funding; and
- WHEREAS,** the Governor’s 2024-25 Executive Budget proposes to keep AIM funding flat; and
- WHEREAS,** an increase in AIM funding would reduce the local tax burden and help revitalize communities across New York; now, therefore be it
- RESOLVED,** that the Village Board of Trustees for the Village of Scarsdale urges Governor Hochul to work with the leaders of the Senate and Assembly and increase AIM funding in the 2024-25 adopted State Budget; and be it further
- RESOLVED,** that a copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader and State Senator Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Assemblymember Amy Paulin and the New York State Conference of Mayors.

Date: February 27, 2024

**RESOLUTION RE: PROPOSED LOCAL LAW AUTHORIZING A
REAL PROPERTY TAX LEVY IN EXCESS
OF THE NEW YORK STATE CAP**

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

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

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

Date: February 27, 2024



To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, January 17, 2024

RE: Real Property Tax Cap Override Public Hearing and Local Law

MEMORANDUM
Treasurer's Office

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

The Allowable Levy Growth Factor established by the New York State Comptroller for Villages for the 2024-2025 fiscal year is 1.02%; and the Tax Base Growth Factor assigned to the Village of Scarsdale is 1.0113%, resulting in an Allowable Tax Levy Increase over the current year of 3.57%.

Local communities can override the property tax cap. Subdivision 5 of Section 3-c allows local governments to adopt a budget requiring a tax levy greater than the property tax cap pursuant to the local governing body adopting a local law overriding the cap. The override must be made by 60% of the members of the governing body, which in our case is 5 votes.

It is prudent for the Village Board to consider adopting this override law early in the budget process to allow for the required public notice, review and hearing period prior to the statutory May 1, 2024 budget adoption deadline. Adopting the local law to override the tax cap does not preclude the Village Board from adopting a budget in compliance with the property tax cap, it simply allows for the option and protects the Village from any penalties.

Attached please find a resolution for inclusion on the January 23, 2024 Board of Trustees meeting agenda to schedule a public hearing to adopt a local law to override the NYS Property Tax Cap. The local law can be adopted any time prior to the adoption of the budget.

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

INTRODUCTORY LOCAL LAW #__ of 2024

**AN INTRODUCTORY LOCAL LAW CREATING A NEW ARTICLE TO CHAPTER 269.
ARTICLE XII "TAX CAP OVERRIDE"**

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

A local law to override the tax levy limit established in General Municipal Law §3-c.

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Scarsdale to adopt a budget for the fiscal year commencing June 1, 2024 –May 31, 2025 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Limit Override

The Board of Trustees of the Village of Scarsdale, County of Westchester, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2024 through May 31, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court of law determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

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

**RESOLUTION RE: **AUTHORIZATION TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
HILL INTERNATIONAL TECHNICAL SERVICES,
INC. TO PROVIDE OWNER’S REP AND
CONSTRUCTION MANAGEMENT SERVICES
FOR THE POOL COMPLEX RECONSTRUCTION
PROJECT****

WHEREAS, the Scarsdale Pool Complex, located at 311 Mamaroneck Road, is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible; and

WHEREAS, to support the design and construction of a new, seasonal aquatics facility to replace the existing municipal pool complex the Village of Scarsdale prepared a Request for Proposals (RFP) for Owner’s Rep and Construction Management Services; and

WHEREAS, on September 08, 2023 the Village sent out the RFP to multiple firms that specialize in Owner’s Rep and Construction Management Services, and the RFP was advertised on the Empire State online Bid System; and

WHEREAS, on the RFP due date of October 03, 2023, five firms submitted proposals, which were reviewed by a Village-formed committee consisting of representatives from the Board of Trustees, members of the Ad Hoc Pool Redevelopment Advisory Council, and Village staff; and

WHEREAS, all proposals were evaluated, taking into consideration the firm’s depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services and Construction Management Services; and

WHEREAS, the Committee interviewed all five firms and after in-depth reference checks selected Hill International, New York, NY with proposed fees of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management Services; and

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

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

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

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

Date: February 27, 2024

MEMORANDUM OF UNDERSTANDING:
UTILITY RELOCATION; FOX MEADOW ROAD/FENIMORE ROAD,
SCARSDALE, NEW YORK

This MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into this _____ day of _____, 2024 (the “Effective Date”), by and between Consolidated Edison Company of New York, Inc. (“Con Edison”) and the Village/Town of Scarsdale (“Scarsdale” or “Village”) (together, the “Parties”), with respect to certain gas main, water main, and sewer main work at the intersection of Fox Meadow Road/Fenimore Road, Scarsdale, New York (the “Covered Area”), as more fully described below.

WHEREAS, Con Edison plans to install a new 36-inch gas transmission main in the Covered Area (see Ex. A, layout with Covered Area depicted in red square) to maintain the safety and reliability of its gas systems; and

WHEREAS, Con Edison’s new 36-inch gas transmission main will run through the Covered Area near an existing Scarsdale 24-inch water main and 15-inch Scarsdale sewer main; and

WHEREAS, to facilitate the gas main installation, Scarsdale will retain consultants and a contractor to design and construct the relocation of its water main to a lower elevation, and potential relocation of sewer main if deemed required, and Con Edison shall reimburse Scarsdale for all costs associated with performing such services under the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Scarsdale and Con Edison agree to cooperate and work together to ensure that the Work (as defined below) can proceed on schedule and with minimal interference to their respective operations, Scarsdale residents, and the general public. To this end, the Parties agree to perform the Work in the Covered Area as expeditiously as possible and in accordance with the terms of this MOU.
2. The “Work” includes the following:
 - a) “Utility Work”, which means the support and protection of existing Con Edison facilities in the Covered Area. The sole known facility in place in the Covered Area is an existing gas transmission main; and
 - b) “Public Work”, which means the design, permitting, construction, inspection and construction administration for: (1) the installation of a 24-inch bypass of the existing water main; (2) the lowering of the elevation of the existing water main; (3) replacement and relocation of

the existing 15-inch clay sewer main, if deemed necessary under an engineering standard. If it is not deemed necessary to replace, then lining the sewer main, which is anticipated; (4) associated falsework (temporary structural supports); and (5) associated restoration work.

3. If mutually agreed to by Scarsdale and Con Edison during the design or construction process, Scarsdale shall direct its contractor(s) to perform the Utility Work in a manner consistent with Con Edison's latest standards and specifications. Scarsdale shall direct its professional engineering consultant, Woodard & Curran Engineering and Geological Services P.A. P.C. ("W&C"), to prepare plans and specifications ("Plans and Specifications") and obtain necessary permits for the Public Work. Insofar as the Plans and Specifications deal with any Utility Work, Con Edison will review and provide comments. Scarsdale shall incorporate the Plans and Specifications into bid documents (the "Bid Documents") for letting the Public Work in a manner that complies with article 5-A of the General Municipal Law and all other applicable laws and requirements for the performance of public improvements in the Village. Scarsdale shall thereafter select a contractor (the "Contractor") to perform the Work, provided that Con Edison shall have the right to reject any bid award or proposed contract that exceeds its estimate of performing the Work by more than 15%. Prior to awarding any bids, Scarsdale will notify Con Edison of the proposed costs per the bids it receives. Upon notification from Scarsdale as to bid proposal costs, Con Edison shall notify Scarsdale in writing within 10 business days thereof of its rejection of such bid award pursuant to this Paragraph. Absent such notification by Con Edison, the award will be determined to be acceptable to Con Edison.
4. Scarsdale will furnish and provide or will pay for any labor, material, equipment, supervision, design, force account, regulatory and government permitting/approvals, and engineering required to perform the Work. Con Edison shall reimburse Scarsdale, under the terms and conditions set forth in Paragraph 9 and 10 of this MOU. Con Edison's payment obligations under this MOU only extend to Work necessitated by the Con Edison project within the Covered Area.
5. In accordance with paragraphs 9 and 10 below, Con Edison will be solely responsible for reimbursing Scarsdale for the all the costs of labor, material, equipment, supervision, design, force account, regulatory and government permitting/approvals, and engineering required for the Work. Scarsdale will use its best efforts to coordinate the Work so it can be completed in an efficient and expeditious manner. If Con Edison's input is requested vis a vis any Utility Work, Con Edison also will use its best efforts to coordinate

so that the Work can be completed in an efficient and expeditious manner.

6. The Parties acknowledge that time is of the essence with respect to the performance of its obligations under this MOU and will use its best efforts to avoid delaying the Work.
7. Scarsdale will cause its Contractor to warrant the Utility Work it performs for a period of one (1) year from the date of completion and acceptance of all Utility Work, unless a longer period is specified in an applicable municipal code or regulation, in which case the longer period shall apply:
 - a) as to the performance of the Utility Work, that it shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements specified by Con Edison;
 - b) as to materials, equipment, structures, and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. The warranty of good title shall be unlimited in time.
8. Scarsdale shall cause its Contractor to restore all existing Con Edison facilities in the Covered Area disturbed by the Work to “at least as good as existing condition” in accordance with Con Edison’s latest standards and specifications. “Existing condition” shall mean the condition of the facility at the time the Work begins in the Covered Area.
9. All costs for the Work will be billed to Con Edison monthly for the prior month’s costs. The invoice packet submitted to Con Edison by Scarsdale for payment is subject to Con Edison’s approval and must include the following:
 - a) A copy of the invoice with the contract number, project name, billing period, location, and type of service.
 - b) Summary of charges, including labor, materials and supplies, payments to contractors/vendors, “AP charges,” and any applicable municipal overhead or force account costs.
 - c) Labor detail including employee title, project name/layout number, billing rate, hours worked, and total cost by week ending pay period.
 - d) Description of all contractor/vendor payments along with backup for each payment.

10. Con Edison reserves the right to reject any invoice(s) or charges therein if they do not comport with Paragraph 9 above, the Bid Documents, or are not approved in accordance with the Change Order procedure set forth in the Bid Documents. If such invoice(s) or charges therein are rejected for non-conformance with Paragraph 9 above, the contractor or entity submitting such rejected invoice or charge shall be allowed to correct any deficiencies therein by submission of a corrected invoice to Con Edison.

Con Edison agrees to review payment requisitions received by the Village and to notify the Village of any objections it may have to the charges therein within forty-days (45) calendar days of receipt of same. Within this 45-day period, Con Edison reserves the right to contest charges it believes are for defective work or improper materials, but in that event, the contractor or entity which submitted said rejected invoice or charge will also be allowed to correct any deficiencies as set forth above. In the event that Con Edison identifies defective or improper materials, Scarsdale shall be notified as soon as practicable. In the event there is a disagreement as to the charge(s) at issue, Con Edison agrees to discuss same in good faith with the submitting entity. Con Edison shall issue payment for all charge(s) not in dispute within sixty-five (65) calendar days of receipt of the invoice.

11. All Con Edison facilities must operate safely and reliably during project construction. Con Edison and its contractors shall be given access by Scarsdale, 24 hours per day, 7 days a week, to operate, maintain, repair, and inspect its facilities to provide service.
12. Con Edison reserves the right to inspect the Utility Work performed by Scarsdale (or its contractors) and approve or reject that Utility Work not in accordance with Con Edison's latest standards and specifications or the applicable federal, state, county, or local rules and regulations, statutes or law.
13. Scarsdale, or its contractor(s) and subcontractor(s), will be responsible for obtaining all governmental approvals and permits, including city, state, and federal approvals and permits, that are necessary to perform the Work. Con Edison will reasonably cooperate with Scarsdale, or its contractor(s) and subcontractor(s) as the case may be, in preparation and execution of applications, permits, and related documents, and will provide information reasonably requested by Scarsdale in connection therewith, and will not unreasonably condition, withhold, or delay its cooperation with respect to such applications, permits, and related documents. Con Edison shall reimburse Scarsdale for such permit fees and costs.
14. To the fullest extent allowed by law, Scarsdale shall cause its contractor(s), pursuant to the terms of any contract(s) it enters into with such contractor(s), to

agree to indemnify, defend, and hold harmless Scarsdale and Con Edison from any and all claims, litigation, expenses, damages, costs and liability asserted by any and all persons or entities arising from the performance of the Work, except to the extent caused by the negligence, misconduct, or violation of any law, regulation, code, or rule by Scarsdale or Con Edison, or their respective agents.

15. Scarsdale shall cause its contractor(s) to procure and maintain policies of insurance that name Con Edison as an additional insured on a primary, and non-contributory basis, with the same limits as Scarsdale requires in its contract with Contractor, with respect to Scarsdale.
16. Neither Party shall be liable to the other Party for any incidental damages, consequential damages, special damages, punitive damages, indirect damages, loss of profits, loss of revenues, or loss of use to the extent that they arise in connection with the Work performed under this MOU.
17. To the fullest extent permitted by law, Con Edison will defend, indemnify and hold harmless the Village/Town of Scarsdale, its elected officials, officers, and employees (the "Scarsdale Indemnitees") from and against any and all third-party liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising from the Utility Work that may be imposed upon or incurred by or asserted against any of the Scarsdale Indemnitees for any reason, including but not limited to any accident, injury (including death at any time) or damage to any property, but only to the extent they are caused by the negligent acts or omissions of Con Edison, its employees, or agents for whom it is legally responsible.
18. To the fullest extent permitted by law, the Village/Town of Scarsdale will defend, indemnify and hold harmless Con Edison, its parents/affiliates, officers, and employees (the "Con Edison Indemnitees") from and against any and all third-party liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising from the Public Work that may be imposed upon or incurred by or asserted against any of the Con Edison Indemnitees for any reason, including but not limited to any accident, injury (including death at any time) or damage to any property, but only to the extent they are caused by the negligent acts or omissions of the Scarsdale Indemnitees, or agents for whom it is legally responsible.
19. ASBESTOS ABATEMENT FOR CON EDISON FACILITIES IN THE COVERED AREA
 - a) The existing Con Edison facilities in the Covered Area are believed to contain asbestos. During the performance of the Work, if any presumed asbestos-containing material is identified, Scarsdale shall notify Con Edison immediately and before commencing any asbestos abatement work.

- b) In the event any presumed asbestos-containing material are discovered in the Covered Area, Con Edison will coordinate and perform all required asbestos sampling and associated abatement work including disposal. All costs for asbestos abatement for Con Edison facilities shall be borne by Con Edison. Scarsdale shall not be liable for any damages or remediation costs with respect to any asbestos-containing material in the Covered Area.

20. GAS WORK IN THE COVERED AREA If a gas main is undermined or if the main falls in the angle of repose, it shall be replaced in accordance with the requirements of the applicable statutory regulations and the following procedure:

- a) The main will be tied into acceptable pipe, as determined by Con Edison in its sole discretion, and the excavation will be extended a maximum of 20 feet at both tie-in areas. The bid documents, and any subsequent contracts entered into shall provide that the cost for such replacement work will be borne by the at-fault contractor. The work can only be performed by an approved Con Edison contractor.
- b) In the event the excavation needs to be extended beyond these limits, as determined by Con Edison in its sole discretion, a specialty contractor chosen and hired by Con Edison will perform this additional replacement work, the cost of which will be borne by Con Edison.
- c) Scarsdale's contractor(s) will perform test pits as needed to verify the location of all gas mains in the Covered Area. The cost for this work will be borne by Con Edison. Con Edison will be given at least seventy-two (72) hours' advance notice of the date and time the test pits will be performed, and the Parties (if desired) will have a representative present for the testing. If Con Edison deems replacement/relocation of the gas main is necessary, the Contractor shall provide test pit information for Con Edison to prepare additional layouts. Gas work can only be performed by an approved Con Edison contractor that is covered task 71.
- d) If any portion(s) of a gas main must be replaced for any reason (except if due to the negligence of Scarsdale or its agents, contractor/subcontractor), Con Edison will be responsible for all associated costs for the replacement of such portion(s) of the main. The bid documents, and any contracts entered into, shall provide that if any portion(s) of a gas main must be replaced solely because of the negligence the contractor or subcontractors, said contractor or subcontractors will be responsible for all associated costs for the

replacement of such portion(s) of the main, and Con Edison reserves the right to have its own contractor perform such replacement work.

- e) For the avoidance of doubt, Scarsdale shall not be liable for any costs, professional fees, or damages associated with any remedial gas work in the Covered Area.

GENERAL PROVISIONS

- 21. This MOU shall become voidable by Scarsdale in its sole discretion in the event that: (i) Con Edison rejects any bid award or proposed contract for the Work pursuant to Paragraph 3 of this MOU; or (ii) the Work does not commence within two (2) years of the Effective Date, but solely due to delays caused by Con Edison. In the event that Scarsdale elects to terminate this MOU pursuant to this Paragraph 21, Con Edison shall remain responsible for reimbursing Scarsdale for all costs and expenses it incurred prior to such termination and otherwise reimbursable under this MOU.
- 22. This MOU constitutes the sole agreement of the Parties with respect to its subject matter. This MOU supersedes any prior written or oral agreements or communications between the Parties.
- 23. If any portion of this MOU is for any reason held to be unenforceable by a court of competent jurisdiction, the remainder of this MOU's terms and provisions shall remain enforceable.
- 24. No party other than Scarsdale and Con Edison have the right to benefit from or enforce this MOU.
- 25. This MOU creates no relationship in the nature of a joint venture, partnership, limited partnership, or agency between the Scarsdale and Con Edison. Neither has the right or authority to assume or create any obligation, warranty or responsibility, express or implied, on behalf of the other except as may, from time to time, be provided in written instruments signed by both Parties.
- 26. This MOU and any disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of New York without regard to its rules on conflicts of laws. To the extent a dispute arises under this MOU, both Parties consent to the exclusive jurisdiction of the federal and state courts of the State of New York located within the County of Westchester.
- 27. Each Party represents and warrants that the person executing this MOU on its behalf is fully authorized by that Party to enter in this MOU, to execute it, and to bind the Party to its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the day and year first above written.

VILLAGE OF SCARSDALE

CONSOLIDATED EDISON
COMPANY OF NEW YORK, INC.

Printed:
Title:

Printed:
Title:

DRAFT

**RESOLUTION RE: AUTHORIZATION TO EXECUTE
PROFESSIONAL SERVICE AGREEMENT WITH
WOODARD & CURRAN**

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

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

Date: February 27, 2024

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147

Via Electronic Mail

October 26, 2023



Jeff Coleman, Superintendent of Public Works
Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

Re: Proposal for Professional Engineering Services for Fox Meadow & Fenimore Road
Water and Sewer Relocation
Scarsdale Fox Meadow Road Gas Main Project

Dear Superintendent Coleman:

Woodard & Curran is pleased to provide the Village of Scarsdale (the Village) with this proposal to provide Professional Engineering Services related to the Fox Meadow Road Gas Main Project. These services are intended to cover the design for relocation of the existing water main and sewer at the intersection of Fox Meadow Road and Fenimore Road. The relocation design is necessary to facilitate installation of a 36" gas main through the intersection proposed by Con Edison (ConEd).

BACKGROUND

In February 2023, ConEd proposed to install a new 36" natural gas transmission main along Fox Meadow Road in the Village. At the intersection of Fox Meadow Road and Fenimore Road, the proposed gas main alignment crosses over an existing 24-inch water main and an existing 20-inch sewer. ConEd initially proposed to route the gas main above the existing water main and sewer, but all parties preferred to have a greater bury depth for the gas main. The Village would instead like to install a new water main at lower elevations to allow the gas main to pass over them with a greater bury depth and replace the existing clay sewer in the area of gas main work.

SCOPE OF SERVICES

Under this Contract, Woodard & Curran will perform the following tasks as requested by the Village:

Task 1 – Preliminary Site Work

Woodard & Curran will visit the project site to obtain manhole invert information along the Fenimore Road project location. During these site investigations, we anticipate that maintenance and protection of traffic will be provided by ConEd or its contractor (hereafter, "ConEd"). ConEd has already developed a site survey of the intersection of Fox Meadow Road and Fenimore Road. This survey will be used as an existing conditions design basis. We assume that test pit geotechnical investigation reports will be provided by ConEd and if additional survey or subsurface investigations are needed, they will be provided by ConEd.



Task 2 – Design, Construction Documents, and Permitting

Following the Project Kickoff and subsequent field investigation, Woodard & Curran will develop the plans and specifications for the proposed work and submit a 60% Draft, 100% Draft, and Final for review.

Two virtual design review meetings are included as part of this Task. The first will be with the Village to review the 60% design. The second will be with both the Village and ConEd to review the 100% design. Woodard & Curran will prepare meeting summaries to document the discussion, conclusions, action items, and elements to be incorporated into subsequent design phases.

The 60% design submittal shall consist of:

- Existing and proposed site layout plans;
- Proposed water and sewer main profiles;
- Details for water and sewer elements;
- Technical Specifications Table of Contents
- Engineer's Report; and
- 60% construction cost estimate

The Engineer's Report will include an analysis of structural options for support of the proposed gas main above the water main and sewer.

Woodard & Curran will expand and refine the 60% design into 100% Design documents incorporating feedback from the Village, including final technical specifications, Engineer's Report, and cost estimate.

The following major WCDOH permitting activities are anticipated:

- Initial Permit Submittal – This will be submitted at 60% design. One round of comments is anticipated from the WCDOH for Plan Approval.
- Revised Permit Submittal – This will be submitted at 100% design, with revisions based on Village and regulatory review input.

Application fees for WCDOH permitting will be paid by Woodard and Curran.

Woodard & Curran will provide PE-stamped final construction documents and technical specifications to the Village, which the Village may deliver to ConEd for use in bidding and construction.



Task 3 – Construction Phase Engineering Services

Woodard & Curran will assist the Village with construction phase engineering services as required to address engineering questions and concerns that may arise during construction. The following work items will be or have been completed under this task:

- Review product data submittals related to water and sewer elements;
- Review contractor Requests for Information and Change Orders related to water and sewer elements;
- Prepare record drawings (based on field markups of contract drawings to be marked up by ConEd or its contractors) of water and sewer elements as needed for WCDOH construction completion
- Develop permit closeout documents and submit them to WCDOH.

Task 4 – Construction Phase Field Services and Oversight

During the Construction Phase, Woodard & Curran will coordinate with the Village, ConEd and ConEd's Contractor on an as-needed basis to review. Woodard & Curran will provide the following construction phase support:

- Facilitate construction meetings relating to water and sewer elements as requested by the Village;
- Issue necessary clarifications and interpretations of our Contract Documents;
- Provide technical support for construction conflicts relating to water and sewer elements if any issues arise;
- Supervise the testing of the new water mains and sewers, including disinfection, bacteriological testing, and pressure testing;
- Conduct a final inspection with the Village to determine if the completed work of Contractor is acceptable;

If this estimated level of effort is insufficient or excessive due to factors outside of our control, such as the contractor's quality of work, progress, or unforeseen conditions, and any additional presence on site or other effort above this budgeted amount will be required, we will inform the Village and discuss the need for any additional budget.



SCHEDULE

The following milestones are anticipated:

- 60% Design – Within four weeks of authorization.
- 100% Design – Within three weeks following the review meeting with the Village.
- Final Design – Within two weeks following the review meeting with the Village and ConEd.
- Permitting – A 3 month WCDOH review period is anticipated, but is not within Woodard & Curran’s control.

BUDGET

The proposed budget for completion of the work described herein is \$24,420. The project will be completed on a Lump Sum basis and billed as a percentage of project completion. Woodard & Curran will review these budgets with the Village during the 60% Design phase to identify any adjustments needed as the project scope, schedule, and funding requirements are further developed. Budgets presented represent our best estimates for required effort at this time, and as if the project is proceeding in 2023.

A breakdown of the project budget by task is as follows:

<i>Task</i>	<i>W&C Fee</i>
Task 1 – Preliminary Site Work	\$2,500
Task 2 – Design, Construction Documents, and Permitting	\$11,170
Task 3 – Construction Phase Engineering Services	\$5,630
Task 4 – Construction Phase Field Services and Oversight	\$5,170
Total	\$24,470



TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the September 15, 2020 Agreement between Woodard & Curran Engineering and Geological Services P.A. P.C. and the Village.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

1. Woodard & Curran is not required to perform any work related to taking of easements required to complete the proposed improvements.
2. The Village or ConEd shall pay all fees from outside agencies other than WCDOH, including permit fees, directly.
3. Bid Phase and Construction Phase services are not included in this scope. If public bid documents are required, Woodard & Curran can prepare those documents under an amended agreement.
4. WCDOH permitting includes responses to one round of comments received from WCDOH.
5. Design for repairs of pavement, signs, curbs, walkways, and other existing elements will be developed by Con Edison.
6. This proposal is not intended to cover coordination with Con Edison for gas main work that is not directly related to the development of design drawings and specifications for the water and sewer main relocation.
7. The Village shall be responsible for any coordination with other government entities as needed for reviews other than WCDOH permitting reviews. This may include, but is not limited to, required environmental reviews or DOT reviews.
8. We anticipate that construction of the relocated water main and sewer will be concurrent with the proposed Fox Meadow Road gas main installation by Con Edison. As such, the following design elements are anticipated to be provided by Con Edison and are not included in this Scope of Services:
 - a. Maintenance and protection of traffic
 - b. Environmental assessments, erosion and sedimentation controls, and any other considerations to meet New York State Department of Environmental Conservation requirements.
 - c. Road opening permits or other permitting associated with work in New York State Department of Transportation rights-of-way.
9. The Scope of Services and Budgets included in this proposal may require modification as project details develop. Modifications or adjustments requested will be provided as an amendment to this agreement.

**RESOLUTION RE: CALLING FOR A PUBLIC HEARING ON A
 PROPOSED LOCAL LAW AMENDING CHAPTER
 256 CONCERNING PUBLIC SIDEWALK
 PERMITS**

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

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

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

Date: February 27, 2024

LOCAL LAW NO. ____ OF 2024

VILLAGE OF SCARSDALE

BOARD OF TRUSTEES

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

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

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

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

§ 256-1 Permit required to obstruct.

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

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

C. Section 256-1B shall automatically expire on December 31, ~~2023~~2024, unless sooner repealed by the Board of Trustees.

Section 2. Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 256 of the Village of Scarsdale Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification.

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

Section 4. Severability.

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

been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 5. Effective Date.

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

**RESOLUTION RE: CALLING FOR A PUBLIC HEARING ON A
PROPOSED LOCAL LAW AMENDING
NEWSPAPER PUBLICATION REQUIREMENTS**

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

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

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

Date: February 27, 2024

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

MEMORANDUM

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

FROM: Keane & Beane, P.C.

RE: Proposed Local Law Concerning Newspaper Publication

DATE: February 23, 2024

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

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

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

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

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

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

cc: Alexandra Marshall, acting Village Manager

LOCAL LAW NO. __ OF 2024

BOARD OF TRUSTEES
VILLAGE OF SCARSDALE

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

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

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

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

§ 12-4 Notice of hearing.

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

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

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

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

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

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

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

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

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

...

E. Operation of the Committee.

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

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

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

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

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

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

...

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

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

...

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

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

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

Section 7. Ratification, Readoption and Confirmation

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

Section 8. Numbering for Codification

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

Section 9. Severability.

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

Section 10. Effective date.

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

**RESOLUTION RE: CALLING FOR A PUBLIC HEARING ON A
PROPOSED LOCAL LAW AMENDING THE
SCARSDALE VILLAGE CODE CONCERNING
APPOINTMENTS AND TERMS OF OFFICE**

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

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

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

Date: February 27, 2024

MEMORANDUM

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

FROM: Keane & Beane, P.C.

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

DATE: February 23, 2024

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

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

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

Appointment Authority

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

Term Limits

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

Planning Board Report & Recommendation

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

cc: Alexandra Marshall, acting Village Manager

LOCAL LAW NO. __ OF 2024

BOARD OF TRUSTEES
VILLAGE OF SCARSDALE

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

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

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

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

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

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

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

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

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

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

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

...

C. Appointments; term of office.

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

...

Section 4. Ratification, Readoption and Confirmation.

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

Section 5. Numbering for Codification.

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

Section 6. Severability.

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

Section 7. Effective Date.

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

**RESOLUTION RE: LIFE SAVING MEDAL
FOR SERGEANT DANIEL MCGINN**

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

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

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

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

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

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

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

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

Date: February 27, 2024

**RESOLUTION RE: HONORABLE SERVICE MEDAL FOR
POLICE OFFICER AIDEN SULLIVAN**

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

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

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

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

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

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

WHEREAS Officer Sullivan charged the driver with possession of stolen property and gathered valuable field investigation information on the remaining occupants; and

WHEREAS the Police Department Awards Committee has recommended that Officers Sullivan receive the department's Honorable Service Medal; now, therefore, be it

RESOLVED, that the Village Board hereby endorses Chief Matturro's recommendation to convey the Honorable Service Medal to Police Officer Aiden Sullivan.

Date: February 27, 2024

**RESOLUTION RE: **MERITORIOUS SERVICE MEDAL FOR
POLICE OFFICER CHRISTOPHER
SORDELLINI & POLICE OFFICER
ANTHONY MERY****

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

WHEREAS, on August 23, 2020, Police Officer Christopher Sordellini responded to the area of Saxon Woods Road on a report of a male menacing others with a firearm, by pointing a handgun at passing motorists; and

WHEREAS, Officer Sordellini canvassed the area, finding an individual fitting the description of the male, reportedly pointing a gun, in a driveway on Saxon Woods Road; and

WHEREAS, Officer Sordellini instructed the male, who began to perform furtive movements, to show his hands, while at this time, Police Officer Anthony Mery arrived at the scene and began assisting Officer Sordellini who had now observed a handgun protruding from the individual's shirt; and

WHEREAS, the individual who was resisting Officers Sordellini and Merry, reached for the gun with both hands, Officer Sordellini was able to take control of the gun, removing the magazine and several rounds of ammunition; and

WHEREAS Officers Sordellini and Mery were able to handcuff the individual and take him into custody without injury to the individual or the public; and

WHEREAS the Police Department Awards Committee has recommended that Officers Sordellini and Mery receive the department's Meritorious Service Medal; now, therefore, be it

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

Date: February 27, 2024

**RESOLUTION RE: ADMINISTRATIVE RECOGNITION FOR
SERGEANT ERIC LOGIUDICE &
SERGEANT BRETT PURPURA**

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

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

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

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

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

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

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

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

Date: February 27, 2024

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Andrew A. Matturo, Chief of Police

Date: Friday, February 16, 2024

RE: Police Department Commendations- Delayed COVID 2020

MEMORANDUM
Police Department

As a normal part of operations defined in the Police Department Policies and Procedures, the Police Awards Committee meets twice a year to review submissions from supervisors for awards for personnel who have performed in an outstanding fashion. The Awards Committee either rejects the requests or recommends Command Recognition or other awards that require Village Board recognition.

Due to COVID, awards that were voted upon during the Fall of 2020 were not presented and it is our desire to acknowledge these officers and recommend that these individuals be recognized by the Village Board for outstanding accomplishments. For your convenience a short synopsis of each event, along with the names of the individuals involved is presented below.

I am requesting that the Village Board approve the following awards at the next Village Board Meeting. A resolution for each event is also attached for adoption by the Village Board.

1. Sgt. Daniel McGinn – Life Saving Award

On March 26, 2020, at approximately 1607hrs, this department received a 911 call requesting immediate response to 109 Mamaroneck Road on a report of an unresponsive male. Scarsdale Police Officer Daniel McGinn arrived on scene in under 2 minutes. Once on scene, Officer McGinn observed an unresponsive male laying face down in a constricted area of a bathroom. Officer McGinn immediately noticed the seriousness of the situation, moved the aided to the living room where there was more room to attend to them. Officer McGinn evaluated the aided and found him to be without a pulse, initiated CPR and continued until the Scarsdale Ambulance Corps personnel arrived and began advanced life support measures. The combined efforts of Officer McGinn and SVAC successfully resuscitated the patient. It was Mr. David Razien, SVAC president's opinion that Officer McGinn efforts saved the patient's life.

2. Sgt. Eric Loguidice – Administrative Recognition
Sgt. Bret Purpura – Administrative Recognition

Sgt. LoGiudice

On May 27, 2020, at approximately 1514hrs the department received a request from Westchester County Police (WCPD) to assist them with an active pursuit of a Stolen Vehicle (File 1). Said File 1 was traveling westbound on Mamaroneck Road near the Scarsdale Middle School. PO McGinn was first on scene and attempted a felony car stop at Mamaroneck Road and Post Road. The suspect in the File 1 vehicle evaded this stop and fled the location. Another stop was initiated at Post Road and

Rugby Lane, which resulted in the suspect fleeing at extremely high vehicle speeds. Sgt. LoGiudice then observed the vehicle increase its speed on Cooper Road and determined that continuing the pursuit would create an extreme risk to both the public and the officers. At that time Sgt. LoGiudice called off the pursuit. PO Fitzsimmons located the File 1 vehicle abandoned at 22 Murray Hill Road, and SPD and WCPD units responded to the location. Sgt. LoGiudice established an incident command post and a search for the operator/suspect commenced. Residents advised that the suspect had parked the car and fled on foot northerly towards Dolma Road. Sgt. LoGiudice directed Scarsdale officers with clear and specific tasks, and simultaneously coordinated with the WCPD Sergeant to create a perimeter and to utilize aviation and K9 assets during the search. An outer perimeter was created with WCPD officers stationed at every intersection, while SPD and WCPD officers conducted a thorough search within it. PO McGinn was assigned on foot to the K-9 unit to assist with communication and directions during tracking. Outside of the perimeter SPD officers were able to respond to every reported sighting with the help of the multi-agency response. This was due in part to Sgt. LoGiudice's regular updates to Headquarters, which allowed PO Kringas to keep outside agencies informed via the Hotline system. Ultimately the coordination on the ground, in conjunction with aviation overhead, created an inner perimeter which prevented the suspect from escaping. Sgt. Rosa and Officer Purpura located the suspect at 24 Morris Lane and took him into custody. This incident unfolded quickly and involved multiple agencies and assets. Sgt. LoGiudice remained calm and composed throughout, which is particularly impressive as he is a new supervisor. Sgt. LoGiudice's leadership and direction led to the felony suspects' apprehension, without any injuries to the public, law enforcement officers or the suspect.

Sergeant Purpura:

PO Purpura began canvassing for the suspect along with approximately 40+ law enforcement officers from around the area, including WCPD Aviation and K9. PO Purpura systematically searched the area both on foot and by vehicle for the next 90 minutes. After hearing the latest sightings and updates Officer Purpura decided to canvass Morris Lane, as he felt that this is where the suspect should appear. At approximately 1640 hours Officer Purpura passed 24 Morris Lane and found a person perfectly fitting the description of the suspect. PO Purpura then tactically drove past the suspect and pulled over out of his line of sight. He observed the suspect through the bushes and waited until he was turned away from him. At that moment he ran to the suspect's location and placed him in handcuffs without injury to the suspect or other officers. Officer Purpura maintained control over the suspect until he was properly identified by WCPD personnel and PO McGinn. It is my belief that without PO Purpura's careful observations, tactical driving and safe defensive tactics, this felony suspect would not have been apprehended. PO Purpura should be commended for his outstanding police work.

3. Police Officer Aiden Sullivan – Honorable Service Medal

On July 19, 2020, at approximately 3:00 o'clock in the morning, Officer Sullivan was conducting larceny patrol as part of the auto crime task force. While patrolling an area that had been the target of numerous vehicle break-ins as well as vehicle thefts, Officer Sullivan observed a vehicle parked and occupied with its engine running and amber lights illuminated. When he drove closer to the vehicle it drove away at a high rate of speed. He got behind the vehicle and conducted a computer check of the Pennsylvania registration. The Vehicle came back stolen out of Elizabeth New Jersey. Officer Sullivan transmitted the information over the radio to advise other units. He followed the vehicle southbound onto the Hutchinson River Parkway where he was able to get it stopped. A traffic stop was conducted, and all seven occupants were transported back to Scarsdale Police Headquarters for

investigation. Ultimately, based on recommendation from the ADA, the driver of the vehicle was charged with Possession of Stolen Property. The other occupants were identified, and Field Interviews were completed for the Investigations Section. The vehicle was impounded and an administrative search of the vehicle resulted in multiple pieces of property belonging to victims of larcenies *that* occurred in New Jersey.

4. Police Officer Christopher Sordellini – Administrative Recognition Police Officer Anthony Mery- Administrative Recognition

On 08/23/2020 at about 1314 hours PO Sordellini responded to the area of Saxon Woods Road on a report of a male menacing others with a firearm. The individual was reported to have endangered members of the public by pointing a handgun at passing motorists, under the belief that the motorists were "targeting him". A suspect was described and PO Sordellini canvassed the area. An individual, later identified as the defendant, David M. Bright, was observed by PO Sordellini on the driveway of an address in White Plains. PO Sordellini, after notifying HQ, approached the individual. The individual then rose to his feet, reaching in his front pockets and then behind his back. The individual was instructed by PO Sordellini to show his hands but the individual continued to perform furtive movements. PO Sordellini then grasped the individual's right wrist in an attempt to gain control. As PO Sordellini was doing so the individual pulled his arm away, stating, "No", and began to push PO Sordellini with both hands. PO Sordellini then used the individual's forward momentum and brought him to a prone position on the ground. As PO Sordellini attempted to gain control over the individual, with the individual actively resisting, he observed a black handgun magazine with a Glock logo on the base plate in the individual's back right pocket.

At this time PO Anthony Mery arrived on the scene. PO Sordellini was now attempting to place the individual in handcuffs. PO Sordellini observed the individual's shirt began to lift up, revealing a black handgun in a shoulder holster. PO Sordellini advised PO Mery, "He's got a gun!" as the individual placed both his hands under his torso in proximity to the handgun. PO Sordellini grabbed the individual's left hand and placed it behind his back as PO Mery gained control of the individual's right arm and hand. PO Sordellini and PO Mery were able to maneuver the individual's arms behind his back and secure his hands/wrists in handcuffs. During this time the individual continued to actively resist by attempts to break free and get away from the officers. PO Sordellini was then able to grab the handgun, and free it from the holster. PO Sordellini then removed a loaded magazine, several 9mm rounds, and a stainless steel folding knife from the individual and pass the items to Sgt. Siciliano. During this time PO Mery was controlling the individual from any further movement. The handgun was later determined to be a Polymer 80 kit gun. Westchester County Forensics Lab tests found that this kit gun was readily capable of operating and discharging a round as a functioning firearm.

PO Sordellini and PO Mery quickly and effectively gained control of the individual and placed him under arrest for Menacing 2nd and Criminal Possession of a Weapon 2nd. The entire process was effective, ending an immediate hazard to the public. Both officers are to be commended on apprehending the individual with the minimum necessary application of force in a situation whose outcome could have been exponentially tragic. Officers Sordellini and Mery resolved this incident with restraint and bravery.

A Resolution Pursuant to Section 41.00 of the Local Finance Law Repealing all or a portion of certain unexpended bond authorizations of the Board of Trustees of the Village of Scarsdale, Westchester County, New York.

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

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

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

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

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

Section 2. This resolution takes effect immediately.



VIA EMAIL: ascaglione@scarsdale.com

January 26, 2024

Ms. Ann Scaglione
Village Treasurer
Village of Scarsdale
Village Hall
1001 Post Road
Scarsdale, New York 10583

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Re: Village of Scarsdale, Westchester County, New York
Repealing Resolution - Sheldrake

Dear Ann:

Pursuant to your request, I have prepared a resolution repealing the bond resolution for the South Meadowbrook drainage project and Sheldrake River.

If you wish to proceed with this resolution, a simple majority vote of the entire voting strength of the Board of Trustees is required and neither publication nor posting are necessary. After adoption please return to me a certified copy of the enclosed resolution for our records.

Please do not hesitate to call if you have any questions.

Very truly yours,

Uyen Poh

Enclosures

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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SCARSDALE
1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, February 07, 2024

RE: Repeal Debt Authorization

MEMORANDUM
Treasurer's Office

The Village has the following Authorized but Unissued Debt:

Resolution Date	Authorized Debt Amount	Detail	Amount of Debt Issued	Net Authorized but Unissued
02/22/11	\$ 3,190,000	South Meadow Drainage Project	\$ 1,640,000	\$ 1,550,000
03/20/10	\$ 4,235,000	Sheldrake River Drainage Project	\$ -	\$ 4,235,000
03/13/12	\$ 5,800,000	Water Supply and Distribution System	\$ 4,800,000	\$ 1,000,000
01/10/23	\$ 1,709,472	DPW Trucks and Related Equipment		\$ 1,709,472
04/11/23	\$ 1,150,000	Fire Truck		\$ 1,150,000
09/26/23	\$ 1,039,250	DPW Trucks and Related Equipment		\$ 1,039,250
				\$ 10,683,722

As a matter of housekeeping, I am recommending the Village Board consider the attached resolutions to repeal the Net Authorized but Unissued items dating from 2010 to 2012. Should the board wish to consider debt for these projects, we could submit resolutions for the current board to consider.

Regarding the 2023 authorizations, we are waiting for estimated receipt dates of equipment to determine the appropriate time for debt issuance.

Please let me know if you have any questions or would like further information. Thank you.

**RESOLUTION RE: BOARD OF TRUSTEES FINDINGS IN THE MATTER OF
THE APPEAL OF THE DECISION OF THE COMMITTEE
ON HISTORIC PRESERVATION’S DENIAL OF THE
APPLICATION FOR A CERTIFICATE OF
APPROPRIATENESS FOR PROPERTY LOCATED AT 27
WOODS LANE**

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

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

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

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

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

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

Date: February 27, 2024

FINDINGS OF THE VILLAGE OF SCARSDALE

BOARD OF TRUSTEES

**In connection with an appeal from a decision of the Committee for Historic Preservation,
which denied an application for a Certificate of Appropriateness to demolish certain
structures located at**

27 WOODS LANE, SCARSDALE, NEW YORK

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

WHEREAS, the structures on the Premises include a 2 ½ story house with attached two-car garage, which is approximately 2,921 square-feet. The house on the Premises was built between 1924-1926 in the Colonial Revival style. The original architect is not known. The southern wing was added in 1927 by Clarence Smith, Jr. and the two-car garage, breezeway, and two-story rear addition were added in 1938 by Philip Klein. The 1938 additions were designed by Cherry & Matz, known for design of religious institutions.

WHEREAS, Chapter 182 of the Village Code, titled “Historic Preservation,” sets forth the criteria to be considered in connection with applications for certificates of appropriateness as follows:

- A. In making a determination whether to grant an application for a certificate or to deny such application and require that the building in question be preserved, the Committee shall consider the level of significance in American history, architecture, archeology, engineering and culture present in the building, as well as the integrity of location, design, setting, materials and workmanship, and
 - (1) That the building is associated with events that have made a significant contribution to broad patterns of Village, regional, state or national history; or
 - (2) That the building is associated with the life of a person or persons of historical significance; or

- (3) That the building is the work of a master; or
- (4) That the building embodies the distinctive characteristics of a type, period or method of construction that possess high artistic value; or
- (5) That the building has yielded or may be likely to yield information important in prehistory or history.

B. The Committee may consider if the building is listed on the National Register of Historic Places, New York State Register of Historic Places or Westchester County Inventory of Historic Places. A national, state or county listing alone is not sufficient to warrant preservation.

See Village Code § 182-5;

WHEREAS, on September 19, 2023, the CHP opened and held a duly noticed public hearing on the aforementioned application, such public hearing was continued on October 17, 2023, at which time all those interested had an opportunity to be heard, the public hearing was closed on October 17, 2023;

WHEREAS, on October 17, 2023, after the conclusion of the public hearing, a vote was taken with respect to the COA Application, in which the CHP members unanimously voted that the house on the Premises satisfied the criteria for preservation under Village Code (“HPL”) § 182-5. Specifically, the CHP made positive findings under HPL §§ 182-5(A)(1) and (4);

WHEREAS, on or about October 31, 2023, pursuant to the HPL, the CHP issued a written determination to the Applicant (“Memorandum Decision”).

WHEREAS, on December 1, 2023, pursuant to HPL § 182-5(11), the Applicant submitted a notice of appeal from the CHP’s Memorandum Decision to the Board of Trustees, setting forth its arguments on appeal and appending Exhibits A–E.

WHEREAS, the Record of Proceedings before the Board of Trustees includes:

- 1. CHP’s Memorandum Decision, dated October 31, 2023 (7 pages);
- 2. The Record before the CHP:
 - a. The Application, attaching a letter from the residents of 27 Woods, John and Mary Clerkin, dated July 24, 2023, photographs, and maps (15 pages);

- b. Report by Professor Andrew S. Dolkart (“Professor Dolkart”), dated October 2023 (4 pages); and
 - c. Memorandum by Lisa Piper Gilbert, RA AIA (“Ms. Gilbert, RA AIA”), dated October 17, 2023 (11 pages);
 - d. CHP’s October 17, 2023 Meeting Transcript (56 pages);
3. The Applicant’s Notice of Appeal, dated December 1, 2024 (12 pages)
 - a. Exhibit A – The Application, attaching a letter from the residents of 27 Woods, John and Mary Clerkin, dated July 24, 2023, photographs, and maps (15 pages);
 - b. Exhibit B – Report of Dr. Emily Cooperman, M.S., Ph.D., Senior Architectural Historian, PS&S expert (“Dr. Cooperman”), dated December 1, 2023, with Dr. Cooperman’s resume and list of nominations and resume of Kyle Toth, MS, Principal Investigator Architectural History Cultural Resources, PS&S (13 pages);
 - c. Exhibit C – Report by Professor Andrew S. Dolkart (“Professor Dolkart”), dated October 2023 (4 pages);
 - d. Exhibit D – CHP’s October 17, 2023 Meeting Transcript (56 pages);
 - e. Exhibit E – June 22, 1999 Decision of the Board of Trustees reversing the denial of the BAR and granting a COA to permit demolition of 53 Carman Road (5 pages);
 4. Excerpts of the 2012 Reconnaissance Level Survey Report (6 pages);
 5. Development Chart submitted by Jordan Copeland, 45 Woods Lane, Scarsdale, New York (1 page);
 6. Letter from resident Linda R. Killian, 1 Forest Lane, Scarsdale, New York, dated February 4, 2024 (3 pages);
 7. Resume of Professor Dolkart (14 pages);

WHEREAS,

pursuant to the permission of the Applicant, each of the members of the Board of Trustees conducted an individual site visit at the Premises. During their respective site visits, the participating members of the Board of Trustees walked the Property, examined the materials and design of the home, observed the setting and location of the home, and studied the original construction and the subsequent construction. The observations adduced by the individual

members of the Board of Trustees aided their understanding of the home's architectural and historical significance and informed the findings made herein.

WHEREAS, on February 6, 2024,³ the Board of Trustees opened and held a duly noticed public hearing for the purpose of hearing the Applicant's appeal from the Memorandum Decision of the CHP, during which the Board of Trustees heard testimony on behalf of the Applicant from Applicant's counsel, Maximillian R. Mahalek, Esq. of Cuddy & Feder LLP, and Dr. Emily Cooperman; testimony from Professor Andrew Dolkart; and public comment;

WHEREAS, pursuant to Village Code § 182-5(11), the Board of Trustees, sitting as the appeals board, is "not be bound by the record adduced before the Committee and may, in its discretion, affirm or reject, in whole or in part, the determination of the [CHP][,]" as such, the Board of Trustees conducted a *de novo* review of the evidence presented;

WHEREAS, while not required to under Chapter 182 of the Village Law, during the February 6, 2024, meeting, the Board of Trustees permitted public comment on the limited issues before the Board, namely whether the structures on the Premises met the criteria set forth in Village Code § 182-5(A);

WHEREAS, to the extent the Record of Proceedings contains comments from members of the public that are outside the limited scope described above, including comments with respect to the future development or subdivision of the property, the financial motives of the Applicant, and/or the land use moratorium, the Board of Trustees expressly disregarded and did not consider the comments in making its determination on the instant appeal;

WHEREAS, on February 6, 2024, the Board of Trustees, acting in its capacity as an appeals board, retired to deliberations in executive session, adjourned the appeal, and reserved the right to ask clarifying questions of the Applicant and/or its representatives, Professor Dolkart, and/or any other individuals the Board of Trustees deem relevant to its deliberations;

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

WHEREAS, at the February 27, 2024 regular meeting of the Board of Trustees, the Board

³ An initial hearing date was set for January 29, 2024, but due to various scheduling issues, and with the consent of the Applicant, the Board of Trustees set the hearing for February 6, 2024.

of Trustees concluded the hearing of the appeal;

WHEREAS, the Board of Trustees is familiar with the facts of this matter, having conducted individual site visits to the Property, having conducted a full hearing during which it heard testimony and public comment, asked questions of the Applicant and its representatives and Professor Dolkart, having reviewed the entirety of the Record of Proceedings; now, therefore, be it,

RESOLVED, that the Board of Trustees of the Village of Scarsdale, pursuant to Chapter 182, Sections 182-5 and 182-11, of the Code of the Village of Scarsdale, hereby deny the Applicant 27 Woods Ln LLC's appeal from the Memorandum Decision of the CHP, dated October 31, 2023, in its entirety;

RESOLVED, the Board of Trustees hereby finds, as set forth herein, that there is substantial evidence in the record to establish that the home located at 27 Woods Lane meets the criteria for preservation set forth in Village Code § 182-5, specifically Village Code §§ 182-5(A)(1) and (4), and thus, the Board or Trustees denies the issuance of a Certificate of Appropriateness to demolish the home located at 27 Woods Lane, Scarsdale, New York, being known and designated on the tax map of the Village of Scarsdale as Section 12; Block 08; Lot 12;

RESOLVED, that in applying the criteria specified in Village Code § 182-5, the Board of Trustee makes the following findings of fact:

I. THERE IS SUBSTANTIAL EVIDENCE TO SUPPORT THAT THE HOME LOCATED AT 27 WOODS LANE MEETS THE CRITERIA FOR PRESERVATION SET FORTH IN VILLAGE CODE § 182-5

A. Historic Preservation.

The Board of Trustees is mindful of the balancing act it must consider as it weighs preserving an historic property with the Applicant's property rights. In doing so, the Board is guided by Village Code § 182-1, which states:

It is hereby declared as a matter of public policy that the protection and preservation of historic buildings is desirable to promote the economic, cultural, educational, and general welfare of the residents of the Village. Inasmuch as the identity of a people is founded in its past and inasmuch as the Village has significant historic, architectural and cultural resources which constitute its heritage, this chapter is intended to:

A. Protect historic buildings which represent distinctive

elements of the Village's historic, architectural and cultural heritage;

- B. Foster civic pride in the accomplishments of the past;
- C. Protect and enhance the attractiveness of the Village to residents and visitors and the support and stimulus to the economy thereby provided; and
- D. Provide an educational role in the Village with respect to historic preservation.

The foregoing interests of the Village, as well as the interests with respect to the particular Property expressed herein, must be carefully balanced against the individual property rights of the Applicant. To ensure the appropriate balance, a historic preservation determination must have a rational basis that is supported by substantial evidence in the record.

B. Village Code § 182-5(A)

Village Code § 182-5(A) sets forth the criteria the Board of Trustees must evaluate when determining a building's historic importance and whether to issue a Certificate of Appropriateness. In light of the recent decision in the case captioned *Onedol Rock Holdings LP v. The Village of Scarsdale, et al.*, N.Y. Sup. Ct. Westchester County, Index No. 54241/2021,⁴ in which the Supreme Court, in dicta, opined regarding the application Village Code § 182-5(A), the Board of Trustees deems it necessary to provide clarity as to the proper application of the Village Code. Village Code § 182-5(A) requires the reviewing board to “consider the level of significance in American history, architecture, archeology, engineering and culture present in the building, as well as the integrity of location, design, setting, materials and workmanship,” and one or more of the five enumerated criteria. Thus, the Code requires the reviewing board to use the two considerations in the preamble—“the level of significance in American history, architecture, archeology, engineering and culture present in the building,” which is hereinafter referred to as “historical significance,” and “the integrity of location, design, setting, materials and workmanship,” which is hereinafter referred to as “integrity”—to inform its discussion of one or more of the enumerated criteria.

The consideration of historical significance and integrity is not a gatekeeper to the reviewing board's consideration of the enumerated factors. Rather, they guide and inform the board's

⁴ The decision is currently on appeal before the Second Department and, thus, the precedential effect of the same has yet to be determined. Moreover, the Board of Trustees rejects the Applicant's suggestions that the Court, in *Onedol Rock Holdings LP*, opined as to whether the statute was unconstitutionally vague. Any suggestion by the Court is purely dicta. Indeed, the Court issued another decision in the case captioned, *PIM Holding Co. v. The Village of Scarsdale Board of Trustees, et al.*, Index No. 60368/2023, in which it opined that the HPL was constitutional. This decision was also appealed from and is currently pending in the Second Department.

consideration of each of the criterion. Indeed, the United States Department of the Interior guidance, known as the National Register for Historic Places Bulletin (“National Register Bulletin”)—which was relied upon by Applicant’s counsel as instructive to the application of historic preservation statutes (*see Appeal*⁵)—instructs that the process of evaluating historic significance involves applying the criteria (i.e., Village Code § 182-5(A)(1)–(5)) to the property within the scope of the property’s historic context, and that it is the criteria that “describe how properties are significant for their association with important events or persons, for their importance in design or construction, or for their information potential.” (*See National Register Bulletin*, p. 11). Indeed, Dr. Cooperman, in her testimony before the Board opined, “the only way to determine a level of significance, in other words, a level of historical importance is to apply the criteria.” This sentiment is also reflected in her Report. (*See Cooperman Report*, p. 5). Similarly, the National Register Bulletin instructs that integrity should only be assessed after a structure is deemed to have met one or more criteria and should be evaluated with respect to each of the criteria that have been met. (*See, e.g., National Register Bulletin*, pp. 25, 44–49).⁵

The Board of Trustees previously opined on the importance of neighborhoods to the development and suburbanization of the Village. Recently, in the 247 Nelson Road Appeal, the Board reaffirmed their opinion in the 11 Dolma Road Appeal, which set forth the following:

The Village Board agrees with Professor Dolkart that 11 Dolma Road “contributes to the most important issue in the history and development of Scarsdale, the major suburbanization of the village which largely occurred in the second and third decades of the twentieth century.” 11 Dolma Road: Final Comments, Andrew S. Dolkart, January 2021. Professor Dolkart goes on to explain that “there would be no village of Scarsdale, as we know it, without this important development brought about by changing cultural and economic conditions in urban America” which he enumerates as follows: (i) the expansion and modernization of commuter rail lines as brought about by the electrification of the Harlem Line in 1913, (ii) the development of parkways and the increasing popularity of the automobile for both leisure and commuting as evidenced in the opening of the Bronx River parkway in 1922, (iii) the decline in the availability of single family homes in New York City resulting in a migration to the suburbs by those who would not wish to live in apartment houses; and (iv) the general appeals of “country” life for affluent households. *Id.* at p. 6.

⁵ “Appeal” as cited herein refers to the Applicant’s notice of appeal letter to the Board of Trustees, dated October 4, 2022.

(See Resolution and Findings of the Board of Trustees – 247 Nelson Road Appeal (citing Resolution and Findings of the Board of Trustees – 11 Dolma Road Appeal)).

As is particularly relevant here, the suburbanization of New York can be traced back to the late 19th and early 20th centuries. Scarsdale is a suburb that emerged during this period, incorporated as a village in 1915. (See Resolution and Findings of the Board of Trustees – 247 Nelson Road Appeal). The village offered an escape from urban congestion while providing accessibility to the city for work and cultural activities. (*Id.*). The architecture of Scarsdale during this historical time reflected a desire for a more tranquil and family-oriented lifestyle. (*Id.*). Indeed, the availability of reliable transportation, such as commuter rail lines and later highways, facilitated the movement of people between the city and the suburbs, making these suburban communities attractive options for commuters. (*Id.*).

“The Woods is a small subdivision located adjacent to the New Rochelle border that includes Woods Lane, Southwoods Lane, Eastwoods Lane, and Forest Lane. The Woods subdivision was a project of Clarence L. Smith.” (Dolkart Report, p. 1). During the suburbanization period described above, the Woods emerged and remains as a quintessential neighborhood in Scarsdale. Indeed, the entire subdivision has remained largely intact. There are 66 homes in the subdivision, 59 of which were built between 1923 and 1937, with the remaining constructed in the 1950’s and 1960’s. (See Development Chart). Thus, it has been 60 years since a new home has been erected in the Woods. As one resident put it:

No one around can remember a time before this neighborhood was anything but completely intact, and as it is right now, and that’s what 27 Woods set the standard, for it appears that no original home has ever been torn down and replaced. So, what the Smith family developers did worked, 27 Woods Lane can be seen as the linchpin to creating a neighborhood with an architectural cohesiveness, and it lasted a unique time capsule of the important early suburban era.

(Feb. 6th Hearing Tr.)¹. Indeed, the Woods was highlighted as a Study Area in the Reconnaissance Level Survey. The Reconnaissance Level Survey described Study Areas as follows:

Study Areas for potential historic districts were established, typically including groups of buildings that physically and spatially represent discernable collective entities, although these do not necessarily have precisely defined boundaries. In areas where the original land plat was used to define a cohesive neighborhood of architectural significance, the boundaries are distinct, e.g., Crane Berkley,

¹ The reference to the February 6th Hearing Transcript is to a Zoom generated transcript of the hearing held on that date.

Scarsdale Heights, Sherbrooke Park, and The Woods.

(Reconnaissance Level Survey § 4.1). Given the importance of the Woods neighborhood to the development and history of Scarsdale, the Board of Trustees finds that the suburbanization movement and the development of the Woods neighborhood is an appropriate historic context through which the 27 Woods Lane home may be analyzed.

Within this context, as discussed further herein, the Board of Trustees finds that there is substantial evidence to support a finding that the home located at 27 Woods Lane is uniquely historically significant. Specifically, the Board of Trustees finds that the home located at 27 Woods Lane satisfies the criteria set forth in HPL § 182-5(A)(1) and (4).

As a result of this finding, the Board of Trustees was required to also determine whether the home located at 27 Woods Lane has integrity. Moreover, within the concept of integrity, the Village Code recognizes five aspects to be considered: location, design, setting, materials and workmanship. The National Register Bulletin provides definitions for each of these terms, as they are frequently used within the context of determining integrity for the purposes of historic preservation. (*See* National Register Bulletin, pp. 44–49). Location is the place where the historic property was constructed. (*Id.* at 44). Setting is the physical environment of a historic property. (*Id.* at 45). The National Register Bulletin instructs, “[s]etting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. . . . [T]he way in which a property is positioned in its environment can reflect the designer’s concept of nature and aesthetic preferences.” (*Id.*). Design is the combination of elements that create the form, plan, space, structure, and style of a property. (*Id.* at 44). Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. (*Id.* at 45). Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. (*Id.*). A property need not possess all of the foregoing to have integrity. (*Id.* at 44). Indeed, certain aspects will be more or less important to a structure’s integrity depending upon the structure’s historical significance. (*Id.*). For the reasons set forth herein, the Board of Trustees finds that the home at 27 Woods Lane has integrity within the meaning of the HPL.

C. Village Code § 182-5(A)(1)

Village Code § 182-5(A)(1) requires “[t]hat the building is associated with events that have made a significant contribution to broad patterns of Village, regional, state or national history broad patterns of Village, regional, state or national history[.]” The National Register Bulletin, instructs that to qualify, a property can be associated with either (or both) of two types of events: (1) a specific event marking an important moment in American prehistory or history and/or (2) a pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation.

1. The Home at 27 Woods Lane is Associated with Events that Have Made a Significant Contribution to Broad Patterns of Village History Within The Meaning of HPL § 182-5(A)(1)

As described above, the Board of Trustees has identified suburbanization of Scarsdale, particularly as it relates to development of neighborhoods near the commuter lines, as being a major event in the history of Scarsdale. The Board of Trustees further finds that there is substantial evidence to support the finding that the Woods neighborhood was integral to the suburbanization of Scarsdale. Professor Dolkart deemed the Woods, “a notable and architecturally cohesive subdivision developed in the second half of the 1920s and the 1930s.” (Dolkart Report, p. 3). Indeed, the Woods was highlighted as a Study Area, as it was an area “where the original land plat was used to define a cohesive neighborhood of architectural significance[.]” (Reconnaissance Level Survey § 4.1).

The Board of Trustees rejects the Applicant’s argument that suburbanization was not an event and that it is ongoing. (Feb. 6th Hearing Tr.). As Professor Dolkart explained, “We need to separate suburbanization as a development phase in the history of a place, in this case Scarsdale, with suburbanization as a cultural phenomenon of people, like Counsel from Cuddy & Feder, moving from the city to the suburbs. These are very different.” (Feb. 6th Hearing Tr.). Similarly, in questioning Applicant’s counsel regarding his argument of continued suburbanization, Mayor Arest echoed the sentiment stating, “I view suburbanization in the context of really moving people from in this case from an urban environment to a suburban environment. I think that is probably limited to a period of time or general period of time.” (Feb. 6th Hearing Tr.). Accordingly, the establishment of the Woods neighborhood is an event, and the suburbanization of Scarsdale is a pattern of events, that made a significant contribution to the development of Scarsdale.

Further, the Board of Trustees finds there is substantial evidence to support the conclusion that 27 Woods Lane, specifically, is not only associated with, but is integral to, the development of the Woods neighborhood and the suburbanization of Scarsdale. Indeed, during the February 6th Hearing, Professor Dolkart opined, “[27 Woods Lane] [] was built by the family that developed the Woods, and it sets the pattern for what this suburban neighborhood in this, in the village, this important suburban subdivision in in village that reflects these broad patterns of history.” (Feb. 6th Hearing Tr.). Specifically, 27 Woods Lane was among the first homes built in the Woods subdivision, and it was built for, and resided in by, Clarence L. Smith, Jr., the son of the developer of the Woods, Clarence L. Smith. (Dolkart Report, p. 1–2; *see also* Feb. 6th Hearing Tr.).

The setting for the 27 Woods Lane home also signals its importance to the Woods neighborhood. Specifically, the Smiths constructed the home on a very prominent, central, double lot in the middle of the Woods subdivision. (Feb. 6th Hearing Tr.). Accordingly, 27 Woods stands as a centerpiece of the Woods. Indeed, based on their personal observations during their site visit of the setting and construction of 27 Woods Lane, the Board of Trustees finds that the home seems to have been intended as a model home for development in the subdivision and surrounding areas. As a resident pointed out, this is exactly “what a smart developer would do if you wanted to attract residents to the neighborhood and show builders how their homes should look and the quality they should strive

for.” (Feb. 6th Hearing Tr.). In this respect, 27 Woods Lane signified and modeled a transition in Edgewood from smaller, more humble, homes to a more aspirational suburb, which is exactly what Scarsdale soon became.

Indeed, at the February 6th Hearing, Dr. Cooperman conceded that 27 Woods Lane was associated with broad patterns of history. Specifically, she opined:

. . . But I think there is an important point here. and that is that your code speaks not to. “Does a building contribute to a historic district?” It does not establish a historic district for one. You are talking about the broad pattern of a of a particular area, and whether a building contributes to it or not, that’s not in your code, unfortunately. If it were, I would be saying something very different. But it’s not. And your code says something that does this building -- contribute to the broad patterns of history, and *the answer is, it’s associated with it. But does it contribute to it.*

(Feb. 6th Hearing Tr.). While Dr. Cooperman states the association diminutively, it is association that HPL § 182-5(A)(1) requires. Specifically, HPL § 182-5(A)(1) calls for a determination that “the building is *associated with events* that have made a significant contribution to broad patterns of Village history.” Similarly, the National Register Bulletin instructs, to qualify, “[a] property can be associated with . . . a pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation.” (National Register Bulletin, p. 12). Thus, it is the event, not the building, that needs to have contributed to the broad patterns of Village history. Indeed, as Professor Dolkart opined, there is no requirement “in the criteria that anything has to be found to be unique.” (Feb. 6th Hearing Tr.).

The Board of Trustees rejects the Applicant’s, and Dr. Cooperman’s argument, that

Like all of the properties in Scarsdale, the construction of the house at 27 Woods Lane is part of a larger pattern of development in the Village. Therefore, all properties in Scarsdale can be understood to be associated with historic trends or patterns of events of one kind or another. It would be meaningless to argue, however, that all of the properties in Scarsdale meet Criterion 1 because they are associated with a development trend.

(Cooperman Report, pp. 5–6). Indeed, recently, the Board of Trustees issued a decision, reversing the CHP and granting the applicant a COA to demolish a home in the Edgewood neighborhood. (Resolution and Findings of the Board of Trustees – 247 Nelson Road Appeal). The Board of Trustees did so despite finding that the home was built during the suburbanization period and was a part of the notable Edgewood neighborhood. (*Id.*). To the contrary, here, 27 Woods Lane was not simply another house built during the suburbanization period, but was a home that helped set the broad patterns of suburbanization in the Village, and the pattern of development in the

architecturally significant neighborhood of the Woods.

The Board of Trustees also rejects the Applicant's suggestion that the fact that 27 Woods Lane was not one of the homes pictured in the Reconnaissance Level Survey prevents it from being deemed historically significant. Indeed, the Board of Trustees has previously opined that a home's absence from the Scarsdale Reconnaissance Level Cultural Resource Survey Report, completed in 2012, is not dispositive. (*See* Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal (stating that the Survey was completed using Landmark Criteria, not the criteria set forth in Village Code § 182-5(A) and that the HPL was subsequently amended in 2018). Professor Dolkart, who was commissioned to complete the Reconnaissance Level Cultural Resource Survey Report, offered the same opinion. Specifically, at the February 6th Hearing, Professor Dolkart stated, "Whether a building is illustrated in those few pictures or not is no indication of its significance." Moreover, Professor Dolkart indicated that the reconnaissance surveys of this type are merely meant to be a cursory overview, or first step, in the identification of historically significant structures and areas.

The Board of Trustees also disagrees with Applicant's application of the 53 Carman Road Decision. Specifically, Applicant ignores that the 53 Carman Road Decision involved the application of former Village Code § 182-6, not HPL § 182-5. The standard for a Certificate of Appropriateness under the former Village Code § 182-6 was much higher than the standard articulated in HPL § 182-5(A). Indeed, it was for this reason, and in the interest of preserving the history of the Village, that the Village undertook to amend the statute. Indeed, at such time it was the Board of Architectural Review that was charged with reviewing historical properties. However, now, it is the CHP, a board made up of historic experts, that is dedicated to making determinations regarding historic preservation. Thus, it is not only feasible, but rather was the legislative intent of the Village, that a home that may not have qualified for preservation under the former Village Code § 182-6, does qualify under HPL § 182-5. Accordingly, irrespective of the similarity of facts, 53 Carman Road does not apply, or act in any way to limit, the Board of Trustees in the instant appeal.

Based on the foregoing, the Board of Trustees finds that the home located at 27 Woods Lane meets the criteria set forth in HPL § 182-5(A)(1).

2. Integrity

Since the Board of Trustees finds that the home located at 27 Woods Lane meets the criteria set forth in HPL § 182-5(A)(1), the Board must also consider whether the home has "integrity of location, design, setting, materials and workmanship[.]" "A property that is significant for its historic association is only eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person(s)." (*See* National Register Bulletin, p. 46). The Board of Trustees has previously opined, "a structure that 'has lost some historic materials or details can be eligible if it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation.'" ([National Register Bulletin] at 46)." (Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal).

The National Register Bulletin instructs, and the Board of Trustees has previously found:

Location is the place where the historic property was constructed. ([National Register Bulletin] at 44). Setting is the physical environment of a historic property. (*Id.* at 45). The National Register Bulletin instructs, “[s]etting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. . . . [T]he way in which a property is positioned in its environment can reflect the designer’s concept of nature and aesthetic preferences.” (*Id.*).

(*See* Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal).

As discussed above, the Board of Trustees found that the size and location of the plot selected by the developers to feature the home located at 27 Woods Lane was a large part of what made the home significant to the development of the Woods neighborhood. In addition, the Board of Trustees finds that another essential physical feature of the setting of the Woods neighborhood and the home at 27 Woods Lane, as hinted by the name, is the large presence of trees in the neighborhood, as exemplified by the Property at 27 Woods Lane. Specifically, Professor Dolkart opined:

The house has a large backyard where the preservation of notable mature trees is evident. In the center of the yard stands a very tall white oak and an equally tall tulip tree. To the rear are three more enormous tulip trees. The size of these trees indicates that they were standing at the time that The Woods subdivision was planned. Other mature trees can also be seen in the area.

(Dolkart Report, p. 3). This opinion is consistent with the personal observations of the Board of Trustees. Accordingly, The Board of Trustees finds that these elements remain unchanged and wholly intact.

With respect to the design, materials, and workmanship, the house also remains largely unchanged. While the Applicant argues that the alterations to the home detract from its integrity, the Board of Trustees disagrees. Specifically, the house was altered once in 1927 (just two years after the house was constructed) and again in 1938. (Cooperman Report, p. 1). The 1927 alteration was a “small one-story sunroom.” (CHP Hearing Tr. 7:11). The Applicant’s consultant Sid Scholman,² who presented on behalf of the Applicant before the CHP, conceded that the 1927 alteration, “blends in

² For the sake of clarity, it is noted that Mr. Scholman, who represented the Applicant before the CHP, did not represent the Applicant on the appeal to the Board of Trustees. Rather, Dr. Cooperman, who did not appear before the CHP, represented the Applicant before the Board of Trustees.

with the house, [as it was] modest with color and materials.” (CHP Hearing Tr. 7:11). Similarly, Professor Dolkart opined that, “[t]he drawings note that ‘trimmings will be like present house.’ Thus, the addition blends perfectly with the original dwelling.” (Dolkart Report, p. 2).

The 1938 alteration was focused on the rear side of the home, and included “a breezeway, garage, and rear volume on the main volume.” (Cooperman Report, p. 4). With respect to the 1938 alteration, Mr. Scholman stated, “[t]he rear story is a large, simple and probably much needed space for the family at the time.” (CHP Hearing Tr. 7:24–25). While Mr. Schloman added that the alteration “does not contribute in any way towards” the historic nature of the property, he also did not conclude that it detracted from it. (CHP Hearing Tr. 8:1–3).³ Professor Dolkart had a similar take on the 1938 additions:

The breezeway and garage are proportioned in accord with the original house design and use the same Colonial Revival stylistic features. A particularly fanciful detail on the addition (although it does not appear on the original drawings) is the square faux dovecote located at the juncture of the roof slopes of the two sections of the addition. The rear addition, not visible from the street, is extremely simple.

(Dolkart Report, p. 2).

The Board of Trustees has repeatedly found that alterations, in and of themselves, do not defeat a finding of integrity. Indeed, the Board of Trustees have found that when alterations are completed sympathetically and “with care and respect to preserve the original design, materials, workmanship and aesthetics of the original structure[,]” the structure can still possess integrity. (*See* Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal; Resolution and Findings of the Board of Trustees – 11 Dolma Road Appeal). Here, the Board of Trustees finds that the alterations were completed sympathetically, in a way that matches the original design and materials. This determination is supported by the pictures provided by the Applicant, Dr. Cooperman, Professor Dolkart, as well as the personal observations of the members of the Board of Trustees during their site visit. Moreover, the conclusion is supported by the testimony of Mr. Scholman, a consultant hired by the Applicant, and the opinion of Professor Dolkart.

The Board of Trustees also finds that the alterations were completed well before the Woods was completed. The home at 27 Woods Lane has not been altered since 1938, some eighty-six (86) years

³ Note, Dr. Cooperman’s Report does not opine as to the integrity of the home, concluding that the point is moot because the home does not meet any of the criteria. However, in past reports, Dr. Cooperman did not make such assertion and instead opined as to the integrity of homes, despite her conclusion that the structure(s) did not satisfy the criteria. (*See* Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal (citing Cooperman Report)).

ago, at a time when most of the homes in the Woods were being constructed. Accordingly, the Board of Trustees finds that the home, with the alterations, has equally contributed to the development of the Woods (which has remained largely unchanged for 60 years), and thus, has the same historic import as the home without alterations.

Based on the foregoing, the Board of Trustees finds that the home at 27 Woods Lane has integrity.

D. Village Code § 182-5(A)(4)

Village Code § 182-5(A)(4) requires, “[t]hat the building embodies the distinctive characteristics of a type, period or method of construction that possess high artistic value[.]” The National Register Bulletin provides guidance with respect to the application of this criterion. “‘Distinctive characteristics’ are the physical features or traits that commonly recur in individual types, periods, or methods of construction.” (*See* National Register Bulletin, p. 18). “A property is eligible for its high artistic values if it so fully articulates a particular concept of design that it expresses an aesthetic ideal.” (*Id.* at 20).

1. The Home at 27 Woods Lane Embodies the Distinctive Characteristics of the Colonial Revival Style and the 1920s/30s Period that Possess High Artistic Value

The Board of Trustees also finds that the home at 27 Woods Lane meets the criteria set forth in HPL § 182-5(A)(4). Specifically, the home at 27 Woods Lane embodies the distinctive characteristics of the colonial revival style, and also possesses the distinct characteristics of the period of the Woods development, which was an influential and important period in the history of Scarsdale.

As explained by Professor Dolkart,

Colonial Revival became the dominant architectural style in The Woods (there are also a few Tudor Revival houses) as further development took place in the subdivision in the 1930s. Within The Woods are examples illustrating the many different aspects of Colonial Revival design in the 1920s and 1930s, with symmetrical fronts, temple fronts, wood facades, stone facades, brick facades, and facades that mix materials. The scale, use of revival styles, materials, and the fact that all of the houses are set back behind substantial lawns creates a sense of unity throughout the subdivision. It is also clear that in laying out The Woods, the Smiths took particular care to preserve the area’s trees (probably accounting for the name of the subdivision).

(Dolkart Report, p. 2).

The Board of Trustees finds there is substantial evidence to support that the home at 27 Woods Lane possesses distinctive characteristics of the Colonial Revival style. Indeed, Professor Dolkart and Dr. Cooperman agree that the home is a wood frame, clapboard clad, Colonial Revival dwelling built c. 1925-26. (See Dolkart Report, p. 2; see Cooperman Report, pp. 2, 6–7). Dr. Cooperman opined that, the home possesses the common features of a Colonial Revival style, including, “the multi-light, double-hung windows with louvered shutters[,]” and “the main doorway with its gabled entrance porch.” (Cooperman Report, p. 6). Moreover, before ultimately arriving at an incongruous conclusion, Dr. Cooperman found, “a number of Colonial Revival typical details are present, and the overall aesthetic of the house is pleasant[.]” (Cooperman Report, p. 6).

The Board of Trustees also finds that there is substantial evidence to support a finding that the home at 27 Woods Lane possesses distinctive characteristics of the period of the Woods development. Based on the history of the home and their personal observations of the setting and construction of 27 Woods Lane, the Board of Trustees finds that the home seems to have been intended as a model home for development in the subdivision and surrounding areas. (See Parts B, C, *infra*). As a resident pointed out this is exactly “what a smart developer would do if you wanted to attract residents to the neighborhood and show builders how their homes should look and the quality they should strive for.” (Feb. 6th Hearing Tr.) Since 27 Woods was among the first of the Woods neighborhood it also was the exemplar for the setting, location, and design of the homes developed during the period. In other words, it set the standard for the scale, the use of revival styles, the greater set back of homes, and the maintenance of trees in the neighborhood.⁴ All of these characteristics are what make the Woods an iconic neighborhood within the Village.

The Applicant argues that the home cannot be deemed to possess high artistic value because its fenestration arrangement of the main volume is slightly asymmetrical, it is larger in scale, and has a flared base. Dr. Cooperman described the asymmetry to be “slightly jarring.” While the Board of Trustees does not disagree that the house is slightly asymmetrical, the Board finds Dr. Cooperman’s description of the impact on the overall design to be exaggerated. Indeed, Professor Dolkart opined that, the asymmetry is not even apparent upon first glance. The personal observations of the members of the Board of Trustees confirms this opinion. That said, the Board of Trustees does not contest that the asymmetry exists. Rather, the Board of Trustees agrees with the opinion of Professor Dolkart that the slight asymmetry adds to the charm and artistic value of the home.⁵ Further,

⁴ As noted above, “[t]he house has a large backyard where the preservation of notable mature trees is evident. In the center of the yard stands a very tall white oak and an equally tall tulip tree. To the rear are three more enormous tulip trees. The size of these trees indicates that they were standing at the time that The Woods subdivision was planned. Other mature trees can also be seen in the area.” (Dolkart Report, p. 3).

⁵ At the February 6th Hearing, Professor Dolkart opined that, even given the opportunity to re-construct the house to make it symmetrical, he would not do so, adding “[the home] was built with that subtle asymmetry, and I think that is a significant aspect of the design of the house. And I don't see that as a negative, I see it as a feature of a fact of the house” (Feb. 6 Hearing Tr.).

Professor Dolkart opined that it was common of some colonial styles to possess some level of asymmetry. In fact, even Dr. Cooperman concedes that “there [are] no ‘rules’ that all Colonial Revival buildings should be symmetrically composed on their main elevation[.]” Similarly, with respect to the scaling, the Board of Trustees finds that it is consistent with the distinctive characteristics of the period of the Woods development, as the Woods development period marked a notable demarcation from the more modest homes developed in the Edgewood neighborhood. Accordingly, the Board of Trustees rejects the Applicant’s argument that the asymmetry and scale of the home detract from the home’s high artistic value.

Applicant also argues that the fact that an image of the home at 27 Woods Lane was not included in the Reconnaissance Survey, it cannot be deemed to have high artistic value. For the reasons set forth herein, (*see* Part (I)(B)), the Board of Trustees rejects this argument.

Based on the foregoing, the Board of Trustees finds that the home at 27 Woods Lane embodies the distinctive characteristics of a type, period or method of construction that possess high artistic value within the meaning of Village Code § 182-5(A)(4).

2. Integrity

Since the Board of Trustees finds that the home located at 27 Woods Lane meets the criteria set forth in HPL § 182-5(A)(4), the Board must also consider whether the home has “integrity of location, design, setting, materials and workmanship[.]” The discussion of integrity above, (*see* Part (I)(C)(2)), is incorporated herein. As is particularly relevant to this criterion, the Board of Trustees highlights its findings that the home retained the majority of the features that illustrate its quintessential Colonial Revival style. Indeed, the Applicant’s consultant before the CHP, Mr. Scholman, and Professor Dolkart both agree that the alterations were made sympathetically. The alterations undertaken did not detract from the home’s high artistic value, but rather made certain adaptations to accommodate the living needs of the residents, while still maintaining the quintessential Colonial Revival design.

Moreover, the Board of Trustees has previously opined, that “under this criterion, the Department of the Interior has instructed that a structure ‘can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and uses over a period of time.’ (National Register Bulletin, p. 19).” (Resolution and Findings of the Board of Trustees – 76 Birchall Road Appeal). Initially, the Applicant’s consultant, Mr. Scholman, conceded that the “[t]he rear story is a large, simple and probably much needed space for the family at the time.” (CHP Hearing Tr. 7:24–25).

Moreover, the Board of Trustees agrees with Professor Dolkart’s conclusion that the alterations were consistent and maintained the distinct characteristics of the Colonial Revival style. Specifically, as Professor Dolkart opined”

The breezeway and garage are proportioned in accord with the original house design and use the same Colonial Revival stylistic features. A particularly fanciful detail on the addition (although it

does not appear on the original drawings) is the square faux dovecote located at the juncture of the roof slopes of the two sections of the addition. The rear addition, not visible from the street, is extremely simple.

(Dolkart Report, p. 2).

In addition, the Board of Trustees also finds that the alterations were completed well before the Woods was completed. The home at 27 Woods Lane has not been altered since 1938, a time when most of the homes in the Woods were being constructed. Accordingly, the Board of Trustees finds that the home, with the alterations, has equally contributed to the development of the Woods (which has remained largely unchanged for 60 years), and thus, has the same historic import as the home without.

Based on the foregoing, the Board of Trustees finds that the home at 27 Woods Lane has integrity.

E. Village Code § 182-5(A)(2)

Village Code § 182-5(A)(2) requires “[t]hat the building is associated with the life of a person or persons of historical significance[.]” The National Register Bulletin, instructs that a historically significant person refers to “individuals whose activities are demonstrably important within a local, State, or national historic context.” (*See* National Register Bulletin, p. 14). Further stating, “[e]ligible properties are usually those associated with a person’s productive life, reflecting the time period when he or she achieved significance.” (*Id.* at 15).

There is minimal evidence in the record to satisfy this criterion. The home was originally owned by Clarence L. Smith, Jr.,--the son of Clarence L. Smith, who developed The Woods. At some point, the home was transferred to Dr. Glen W. White. In 1938, the home was transferred to Philip Klein, a Hungarian-born social work instructor, who lived in the home with his wife, Alice (who was the director of a college endowment campaign), and their family.

The Board of Trustees finds that 27 Woods Lane home does not rise to the level of significance required by Village Code § 182-5(A)(2).

F. Village Code § 182-5(A)(3)

Village Code § 182-5(A)(3) requires, “[t]hat the building is the work of a master[.]” The Village Code defines master as: “[a] figure of generally recognized greatness in a field, a known craftsman of consummate skill, or an anonymous craftsman whose work is distinguishable from others by its characteristic style and quality.” Village Code § 182-2.

There was no factual evidence provided with respect to this criterion. Accordingly, the Board of Trustees finds that the home at 27 Woods Lane does not meet this criterion.

G. Village Code § 182-5(A)(5)

Village Code § 182-5(A)(5) requires, “[t]hat the building has yielded or may be likely to yield information important in prehistory or history.”

There was no factual evidence provided with respect to this criterion. Accordingly, the Board of Trustees finds that the home at 27 Woods Lane does not meet this criterion.

H. Conclusion

In light of the foregoing, the Board of Trustees finds that there is substantial evidence to conclude that the home located at 27 Woods Lane meets the standards set forth in Village Code §§ 182-5(A)(1) and (4) and possesses the requisite historic significance and integrity. Accordingly, the appeal of the CHP’s Memorandum Decision, denying the COA for demolition of the home located at 27 Woods Lane is denied.



To: Alex Marshall, Acting Village Manager

From: Charles Hessler, Assistant Village Manager

Date: Thursday, February 22, 2024

RE: Public Comments Received between February 07, 2024 and February 21, 2024

MEMORANDUM
Village Manager's Office

Attached, please find the public comments received between February 07, 2024 and February 21, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

Christine Sciandra

From: Amber Yusuf <amber.yusuf@gmail.com>
Sent: Thursday, February 15, 2024 1:40 PM
To: Public Comments; Mayor Justin Arest
Subject: Weekly Recycling Pickup

CAUTION: External sender.

Dear Mayor Arest and Village Trustees,

Thank you for your service to our community. I appreciate the myriad of topics that you address in your roles as stewards of our village. One area I would like to raise for your consideration is to move from bi-weekly to weekly recycling pickup.

We are fortunate that Scarsdale is a local leader in sustainability initiatives, including composting. When the Village added compost pick-up to its services, I enthusiastically joined the composting program. At this point, I can't imagine ever going back to not composting!

I have found that with composting, my family of four no longer produces the same volume of trash, and I am pleased to have the value of sustainability ingrained onto my children. To this end, I wonder if you would consider adding weekly recycling pickup, to help build better habits in our community. I understand there may be tradeoffs to accomplish this request. However should the opportunity present itself, I hope you will consider the value of increasing recycling pickup.

Best regards,
Amber Yusuf
28 Myrtle Dale Road