

**JUSTIN K. AREST**  
MAYOR

**SAMEER AHUJA**

**KAREN L. BREW**

**JEREMY A. GANS**

**DARA B. GRUENBERG**

**KENNETH L. MAZER**

**JEREMY WISE**

TRUSTEES



**ALEXANDRA H. MARSHALL**  
ACTING VILLAGE MANAGER

**OFFICE OF THE  
VILLAGE MANAGER**

VILLAGE HALL  
1001 POST ROAD  
SCARSDALE, NY 10583  
914.722.1110  
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## Village Board of Trustees Agenda

April 30, 2024

Village Board of Trustees Meeting - 8:00 PM

### Roll Call

### Pledge of Allegiance

### Mayor's Comments

### Manager's Comments

### Public Hearings

- Continuation of Public Hearing on the Fiscal Year 2024-2025 Tentative Budget - Trustee Ahuja

### Public Comments

### Bills

- Trustee Brew

### Minutes

- Approval of Minutes from the April 09, 2024 Village Board Meeting

### Consent Agenda

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

## Agenda Items

- Resolution for Adoption of FY 2024-2025 Village Budget - Trustee Ahuja
- Resolution for Year End Modifications for The 2023-2024 Operating Budget - Trustee Ahuja
- Resolution for Water Meter Replacement Fee - Trustee Ahuja
- Resolution for Authorization to Execute a Revocable License Agreement for the Operation of a Valet Service - Trustee Ahuja
- Resolution for Appointment to the Council on People with Disabilities - Trustee Wise
- Resolution for Appointment of Village Attorney - Mayor Arest

## Written Communications

- None received

## Public Comment

## Future Meeting Schedule

- **Tuesday, May 14, 2024**
  - 6:00 PM - Village Board Work Session - 3rd Floor Meeting Room
  - 7:30 PM - Agenda Committee - Trustees Room
  - 8:00 PM - Village Board of Trustees - Rutherford Hall
- **Tuesday, May 28, 2024**
  - 7:30 PM - Agenda Committee - Trustees Room
  - 8:00 PM - Village Board of Trustees - Rutherford Hall

## Motion to Adjourn



**Date:** Tuesday, April 30, 2024

**Re:** Continuation of Public Hearing on the Fiscal Year 2024-2025  
Tentative Budget - Trustee Ahuja

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***Village Manager's Office***

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**ATTACHMENT(S):**

- [Notice of Public Hearing: Tentative Budget 2024-25](#)
- [Memo: Tentative Budget Public Hearing](#)

## **PUBLIC HEARING**

### Village of Scarsdale

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

Taylor C. Emanuel  
Village Clerk

03/26/2024



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

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MEMORANDUM  
Village Manager's Office

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



**Date:** Tuesday, April 30, 2024

**Re:** Approval of Minutes from the April 09, 2024 Village Board Meeting

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***Village Clerk's Office***

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**ATTACHMENT(S):**

- [Minutes 04-09-2024 Village Board Meeting](#)

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &  
Video Conference  
Via Zoom  
April 9, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, April 9, 2024, at Rutherford Hall and via video conference at 8:10 p.m.

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

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Mayors Comments

Mayor Arest wished everyone a happy new organizational year and welcomed new Trustee Wise to the Board of Trustees. As the end of Ramadan approaches, Mayor Arest wished those who celebrate a happy Eid Mubarak. Mayor Arest remarked that this a good time of year to reflect on the past year and the progress made, but also refresh and look ahead and look forward to work that still needs to be done. Mayor Arest mentioned that many projects set in motion the past few years will be coming to fruition and be initiated in this new organizational year. Some of the items Mayor Arest is looking forward to seeing work done on are public safety, infrasturcture, traffic safety, the pool project, the end of the land use moratorium, and most importantly, stormwater.

\* \* \* \* \*

Manager's Comments

Acting Village Manager Marshall provided the following updates:

Later this evening, the Village Board will have the public hearing on the tentative budget for the 2024-2025 fiscal year. This tentative budget was filed with the Village Clerk's Office on March 20, which is the sanctuary deadline under General Municipal Law. Members of the public can find the Tentative Budget at [www.scarsdale.com](http://www.scarsdale.com) on the Village Treasurer's webpage in PDF form and

in our financial transparency tool, ClearGov. I highly recommend that any interested members of the public also read my budget transmittal letter if you'd like to read the budget highlights. Myself and Treasurer Scaglione presented the Tentative Budget to the Village Board at the work session on March 26, which I will briefly recap this evening.

As I mentioned on March 26, our budget conversations have been thorough and comprehensive because we start early here in Scarsdale. Evident from our budget calendar, staff met as early as August 2023, and we've had productive conversations with the board starting in November. Our conversations with the board have covered important topics such as revenue projections, an overview of parks and recreation assets, and critical infrastructure needs such as stormwater, roadways, and aging facilities. We've also had discussions on rising non-discretionary operational expenses in areas such as pension, health insurance, and property insurance premiums. Another important consideration the board has continuously discussed is appropriation of fund balance for one-time expenditures and areas where a "catch up" is needed due to projects that were previously deferred.

That being said, staff put together this budget for you, which calls for an increase in the tax levy of 4.93%, or \$2,293,000. This would call for an increase, a 4.27% increase on the tax rate, which would equate to about \$348.39 for the average household. This does exceed the New York State Tax Cap, which is a decision staff didn't come to lightly. This is thirteenth year that the New York State tax cap will has been in effect, and this allows for an increase of the levy by the lesser of 2% or the rate of inflation. The cap has been crippling for municipalities in New York State. As previously stated, despite a personnel headcount decrease of 1.5, our operational expenses have increased in areas of pension and health insurance, and those costs are set at the state level. It's also important to note that we've not seen an increase in AIM funding in nearly 15 years, which is aid and incentives to municipalities from the New York State.

Moving on to our capital needs, I want to highlight some of the notable projects we have projected for fiscal year 2024-2025. Earlier this year, the village signed an agreement with Hill International for Owner's Rep Services on the Scarsdale municipal pool complex project. We anticipate incurring some preconstruction expenses this upcoming year, we are working with hill to securing a contract with an architectural firm so we can continue to progress this project forward. We are recommending funding this pre-construction work with cash, recognizing we will want to use debt for the hard construction costs in the future.

Something else that's important to note is that we're also proposing in this budget that 3 million dollars of unassigned fund balance be set aside for future storm water improvements. Recognizing that we have at least 8 projects right now that are being studied by our engineering consultants, we're not sure what those projects are going to cost in the future, but recognizing that we will incur future expenses for design work and construction, but given how important this is to the board and the community, we're setting aside funding so when we're ready to move on those projects, the board can authorize a resolution for us to use that assigned fund balance.

Lastly I want to highlight that we are having the hearing tonight on the budget. The village board can make changes up until adoption, and the budget must be adopted prior to May 1<sup>st</sup> or the tentative budget becomes the adopted budget.

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Public Hearing

Upon a motion entered by Trustee Ahuja, seconded by Trustee Brew, and approved unanimously; a public hearing scheduled for this evening on the Village of Scarsdale 2024-2025 Tentative Budget was opened.

The following members of the public provided comment:

Anne Hintermeister; 40 Chase Road  
Shilpa Spencer; 31 Cohawney Road, on behalf of the League of Women Voters of Scarsdale  
Bob Harrison; 65 Fox Meadow Road  
Joanne Wallenstein; 13 Colvin Road

As there were no further comments provided, the public hearing was adjourned until April 30, 2024 on a motion entered by Trustee Gruenberg, seconded by Trustee Gans, and approved unanimously.

\* \* \* \* \*

Upon motion made by Trustee Gruenberg, seconded by Trustee Brew, and approved unanimously; the agenda was amended to add a resolution regarding an Authorization to Enter into an Agreement with the Research Foundation for Mental Hygiene ( RMFH) to Fulfill a Scope of Work related to a NY Cares UP Grant.

Upon motion made by Trustee Gruenberg, seconded by Trustee Mazer, and approved unanimously; the agenda was amended to add a resolution regarding the Appointment of Marc O'Connor to the Position of Police Officer.

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Public Comment

Bob Harrison; 65 Fox Meadow Road, congratulated Trustees Gans, Mazer, and Wise on their elections to office, and wished them all the best in the next to years of their terms.

\* \* \* \* \*

Liaison Reports

Trustee Brew reported the Friends of Scarsdale Parks will be having another vine cutting event at Colonial Acres park on Sunday, April 14, 2024 from 1 pm to 3 pm. Volunteers are welcome and the meeting location will be 40 Blackhawk Road.

Trustee Gruenberg reported that the Farmers' Market will be back starting on Sunday, May 12, 2024 from 9 am to 2 pm and will occur every Sunday through November. The kick-off date will also be Mother's Day, so there are special activities planned.

Trustee Ahuja reported that the Library has three upcoming events:

- Senior study nights from April 15<sup>th</sup> to 17<sup>th</sup> from 9 to 11 pm for finals. Refreshments will be served courtesy of the Friends of the Scarsdale Library
- Blood Drive on Friday April 19<sup>th</sup> from 10 am to 4 pm
- Community Read - Defeating the Culture of Bullying. The Scarsdale Public Library and the Scarsdale Edgemont Family Counseling Service's SAFE Coalition encourage everyone to read the 2024 Community Read selection, "Sticks and Stones" by author Emily Bazelon who will be discussing her research with journalist, Valerie Abrams, as moderator at the library on April 30<sup>th</sup> at 7 PM.

Trustee Mazer reported that the Senior Club Program – Aging with a Purpose, scheduled for tomorrow, is cancelled. On Thursday at 11:30 am at the Library will be a presentation on memory and brain health. On Friday at 11:30 am the Girl Scout House is a film and discussion highlighting the history of the Bronx River. On Tuesday, April 30<sup>th</sup> from 12-2 pm at the Scarsdale Woman's Club, there will be a seminar relating to consumer protection for seniors.

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### Bills & Payroll

Trustee Ahuja reported that he had audited the Abstract of Claims dated April 9, 2024, in the amount of \$777,809.91 which included \$26,516.72 in Library Claims previously audited by a Trustee of the Library Board.

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

RESOLVED, that the Abstract of Claims dated April 9, 2024, in the amount of \$777,809.91 is hereby approved.

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### Minutes

The minutes of the Board of Trustees Regular Meeting of Tuesday, March 26, 2024, were approved on a motion entered by Trustee Gans, seconded by Trustee Gruenberg, was carried by the vote indicated below:

<u>AYES</u>	<u>ABSENTETIONS</u>	<u>ABSENT</u>
Mayor Arest	Trustee Gruenberg	none.
Trustee Ahuja		
Trustee Brew		
Trustee Gans		
Trustee Mazer		
Trustee Wise		

\* \* \* \* \*

Mayor Arest & Board of Trustees

ANNUAL MEETING RESOLUTIONS

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I. APPOINTMENTS TO THE VILLAGE MANAGER'S OFFICE

Upon motion duly made by Mayor Arest, and seconded by Trustee Gruenberg, the following appointments in the Village Manager's Office; were approved by a unanimous vote.

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

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

1. Pursuant to Village Law §4-400(1)(h), the Mayor hereby appoints Trustee Gruenberg as Deputy Mayor.
2. The Mayor announces the following Board assignments:  
  
Brew: Public Safety (Chair); Pool Project (ad hoc) (Chair); Planning and Development (Vice Chair).

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

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

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

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

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

3. The Mayor announces the following liaison assignments:

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

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

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

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

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

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

4. The Mayor announces the following Neighborhood Association assignments:

Arest: SNAP

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

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

Mazer: Bramlee Heights; Heathcote; Scarsdale Meadows.

Gans: Greenacres; Quaker Ridge; Overhill.

Gruenberg: Fox Meadow; and Sherbrooke Park.

Wise: Colonial Acres; Secor Farms.

*Village Historian*

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

*Vacancies (filled by Mayor)*

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

*Judicial Qualifications Advisory Committee*

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

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

Upon motion duly made by Mayor Arest, and seconded by Trustee Gruenberg, the following appointments in the Village Clerk's Office; were approved by a unanimous vote:

*Village Clerk's Office*

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

2. RESOLVED, that pursuant to the provisions of Sections 3-301(3) and 3-302(4) of Village Law, the Board of Trustees hereby approves the Mayor's appointment of Melissa Vasami as Deputy Village Clerk for the current official year.

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Upon motion duly made by Mayor Arest, and seconded by Trustee Brew, the following appointments in the Village Treasurer's Office; were approved by a unanimous vote:

*Village Treasurer's Office*

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

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Upon motion duly made by Mayor Arest, and seconded by Trustee Brew, the following appointment to Village Attorney; was approved by a unanimous vote.

*Village Attorney*

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

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Upon motion duly made by Mayor Arest, and seconded by Trustee Gruenberg, the following appointment to Associate Justice; was approved by a unanimous vote.

*Associate Justice*

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

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Upon motion duly made by Mayor Arest, and seconded by Trustee Brew, the following appointments to the Zoning Board of Appeals; were approved by a unanimous vote:

*Zoning Board of Appeals*

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

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Upon motion duly made by Mayor Arest, and seconded by Trustee Gruenberg, the following appointments to the Committee for Historic Preservation; were approved by a unanimous vote:

*Committee For Historic Preservation*

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

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*Planning Board*

Upon motion entered by Trustee Gans, and seconded by Trustee Gruenberg, the following appointments to the Planning Board; were approved by a unanimous vote:

RESOLVED, that the Board of Trustees hereby approves the Mayor's re-appointment of Lynn Brooks Avni to the Planning Board for a term ending April 2, 2029; and be it further

12. RESOLVED, that the Board of Trustees hereby approves the Mayor's re-appointment of John Clapp as Chair of the Planning Board for a term of one official year, or until such time as a successor is appointed.

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*Board Of Architectural Review*

Upon motion entered by Trustee Mazer, and seconded by Trustee Gruenberg, the following appointments to the Board of Architectural Review; were approved by a unanimous vote:

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

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IV. APPOINTMENTS BY THE BOARD OF TRUSTEES

Upon motion entered by Mayor Arest, and seconded by Trustee Gans, the following Marriage Officer appointments; were approved by a unanimous vote:

*Marriage Officer*

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

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*Board Of Ethics*

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Gans, the following appointments to the Board of Ethics; were approved by a unanimous vote:

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

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*Library Board*

Upon motion entered by Trustee Ahuja, and seconded by Trustee Brew, the following appointments to the Library Board; were approved by a unanimous vote:

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

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*Advisory Council on Human Relations*

Upon motion entered by Trustee Ahuja, and seconded by Trustee Gruenberg, the following appointments to the Advisory Council on Human Relations; were approved by a unanimous vote:

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

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*Advisory Council on Technology*

Upon motion entered by Trustee Mazer, and seconded by Trustee Gans, the following appointments to the Advisory Council on Technology; were approved by a unanimous vote:

9. RESOLVED, that Andrew Blum, Apurva Mathad, Michael Nirshal, and David Raizen are hereby appointed as members of the Advisory Council on Technology for terms ending April 6, 2026, or until such time as successors are appointed; and be it further

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

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*Advisory Council on Scarsdale Senior Citizens*

Upon motion entered by Trustee Mazer, and seconded by Trustee Brew, the following appointments to the Advisory Council on Scarsdale Senior Citizens; were approved by a unanimous vote:

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

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*Conservation Advisory Council*

Upon motion entered by Trustee Wise, and seconded by Trustee Gans, the following appointments to the Conservation Advisory Council; were approved by a unanimous vote:

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

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*Council On People with Disabilities*

Upon motion entered by Trustee Wise, and seconded by Trustee Gans, the following appointments to the Council on People with Disabilities; were approved by a unanimous vote:

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

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*Cable Television Commission*

Upon motion entered by Trustee Gans, and seconded by Trustee Gruenberg, the following appointments to the Cable Television Commission; were approved by a unanimous vote:

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

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*Advisory Council on Communications*

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Brew, the following appointments to the Advisory Council on Communications; were approved by a unanimous vote:

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

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*Advisory Council on Youth*

Upon motion entered by Trustee Brew, and seconded by Trustee Gruenberg, the following appointments to the Advisory Council on Youth; were approved by a unanimous vote:

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

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*Arts Advisory Council*

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Brew, the following appointments to the Advisory Council on Scarsdale Senior Citizens; were approved by a unanimous vote:

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

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*Advisory Council on Parks, Recreation and Conservation*

Upon motion entered by Trustee Gans, and seconded by Trustee Gruenberg, the following appointments to the Advisory Council on Parks and Recreation; were approved by a unanimous vote:

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

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

Upon motion entered by Trustee Gans, and seconded by Trustee Gruenberg, the following resolution regarding Board of Trustees Meetings, the Official Village Newspaper, and Official Depositories of the Village of Scarsdale; was approved by a unanimous vote:

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

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

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

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

\* \* \* \* \*

Trustee Brew

Upon motion entered by Trustee Brew, and seconded by Trustee Gruenberg, the following resolution regarding Authorization to Enter into an Agreement with the Research Foundation for Mental Hygiene ( RMFH) to Fulfill a Scope of Work related to a NY Cares UP Grant; was approved unanimously:

WHEREAS, Uniformed personnel professions are at an increased risk of suicide as well as a host of other mental health problems such as anxiety, poor sleep, depression and Post-Traumatic Stress Disorder (PTSD) as a result of inherent cumulative stress and trauma; and

WHEREAS, the Research Foundation for Mental Hygiene, Inc. (RFMH) located at Riverview Center, 150 Broadway, Suite 301 Menands, NY 12204 has been awarded a NY Cares Up Grant from the New York State Office of Mental Health to carry out a project entitled “NYS Suicide Prevention Resource Center” for the grant year, January 01, 2024 to December 31, 2024; and

WHEREAS, the Village of Scarsdale agrees to perform, as an independent contractor, all of the services related to the development of a comprehensive public health suicide prevention strategy and other goals set forth in Exhibit A appended hereto;

WHEREAS, during aforementioned grant year the Village of Scarsdale will be reimbursed for deliverables and training expenses as detailed in attachment A up to but not to exceed \$40,000; and

RESOLVED, that the Village Manager is herein authorized to sign a Statement of Work, subject to review by Village counsel, between the Village of Scarsdale and the Research Foundation for Mental Health, Inc. (RFMH) of located at Riverview Center, 150 Broadway, Suite 301 Menands, NY 12204 and undertake administrative acts as may be required pursuant to the terms of the agreement subject

\* \* \* \* \*

Upon motion entered by Trustee Brew, and seconded by Trustee Gans, the following resolution regarding Award of a Contract for the Purchase of a New Elgin Pelican Sweeper; was approved unanimously:

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

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

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

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

\* \* \* \* \*

Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Trustee Gans, the following resolution Awarding VM Contract #1308 – Furnish and Deliver Police Uniforms; was approved unanimously:

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

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

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

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

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

\* \* \* \* \*

Trustee Gruenberg

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Gans, the following resolution regarding Appointment of Marc O'Connor to the Position of Police Officer; was approved unanimously:

WHEREAS, the Village currently has a vacant position in the rank of Police Officer in its Police Department; and

WHEREAS, Police Chief Andrew Matturro recommends that Marc O'Connor be appointed to the rank of Police Officer, effective on April 16, 2024; now, therefore, be it

RESOLVED, that Marc O'Connor is hereby appointed to the rank of Police Officer effective April 16, 2024.

\* \* \* \* \*

The Village Board entered the Town Board meeting at 9:28 pm.

Upon adjournment of the Town Board meeting and there being no further business to come before the Board, the meeting was adjourned at 9:34 p.m. on a motion entered by Trustee Mazer, seconded by Trustee Gruenberg, and carried unanimously.

Respectfully submitted,

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Taylor C. Emanuel  
Village Clerk



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Award of a Contract for the Purchase of Refuse  
Fleet Cameras

**COVER PAGE**

***Department of Public Works***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Tyler Seifert, Department of Public Works](#)
- [Routeware Contract FL03-21](#)
- [Amendment 3 Contract Extension](#)
- [Routeware Scarsdale Q-07561](#)

**Resolution Re: Award of a Contract for the Purchase of Refuse Fleet Cameras**

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

WHEREAS, the Department of Public Works has reviewed the Contract # FL03-21 from the HGAS-Buy purchasing cooperative and recommends utilizing this contract for the purchase of refuse fleet cameras; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees authorize the Village Manager to utilize HGAC-Buy Contract # FL03-21 to purchase aforementioned refuse fleet cameras, in substantially the same form and terms as the underlying HGAC Buy Contract # FL03-21 as attached hereto, from Routeware, Inc., 16525 SW 72nd Ave, Portland, Oregon 97224, in the amount of \$64,171.00; and be it further

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

Date: April 30, 2024

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

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

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

**Date:** Wednesday, April 17, 2024

**RE:** Refuse Fleet Truck Cameras   Routeware   HGAC

**MEMORANDUM**  
Department of Public Works

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To provide quality control/quality assurance, the Department of Public Works proposed in the 2023-2024 budget to have truck cameras installed on the Village's fleet of refuse trucks. Currently the Department utilizes GPS for the purpose of route monitoring. Real time onboard cameras would enable the supervisory and customer service staff to better manage the operation and would lead to improved service delivery. Since the system provides real time data, customer service would be able to provide information immediately to residents who call with an issue.

After extensive research and evaluation of different companies that provide refuse fleet truck cameras, staff have found Routeware to best suit our needs due to price, availability, ease of installation, and user-friendliness of its platform. The fleet cameras will be purchased from Routeware which is an authorized dealer under HGAC Buy Contract # FL03-21 for a total price of \$64,171.00.

By way of resolution on July 11, 2017, the Village Board authorized membership in the Houston-Galveston Area Council Bay (H-GAC) governmental purchasing cooperative, which utilizes a competitive public procurement process that complies with New York State piggyback procurement law. As a member, the Village can take advantage of a current H-GAC procurement opportunity. The Village Board has adopted local law Chapter 19 of the Village Code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. Staff recommends approval of this purchase on the basis of best value.

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

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## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Routeware, Inc., hereinafter referred to as the Contractor, having its principal place of business at 16525 SW 72nd Avenue, Portland, OR 97224.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

**ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

#### **ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

### **Price Increases**

Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at [William.Burton@h-gac.com](mailto:William.Burton@h-gac.com)

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

**ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

**ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

**ARTICLE 35: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

**ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 37: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 38: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 41: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 42: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 44: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 45: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 46: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 47: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 48: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**ARTICLE 49: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Routeware, Inc. - Public Services - ID: 6308

## Routeware, Inc

DocuSigned by:

Signature



9CD063A5A28F402...

Name Tom Malone

Title CEO

Date 3/3/2021

## H-GAC

DocuSigned by:

Signature



82EC270D5D61423

Name Chuck Wemple

Title Executive Director

Date 3/3/2021

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Routeware, Inc. - Public Services - 6308

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

**ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

**ARTICLE 13: INSPECTION/TESTING**

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

**ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

**ARTICLE 15: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

**ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

**ARTICLE 21: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 22: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 25: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

**ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

<b>Attachment A</b>
<b>Routeware, Inc.</b>
<b>Fleet Services Equipment</b>
<b>Contract No. FL03-21</b>

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
FL21G04	Routeware	"Basic" solution (route management solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo XT-2050C GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time	Standard "Basic" solution: \$338 (inclusive of GPS unit with associated standard wiring, cabling, etc., applicable base software, as well as 12 months of support)
FL21G05	Routeware	"Premium" solution (route management solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: breadcrumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers	Standard "Premium" solution: \$3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center licensing (\$15k...\$188/vehicle after first 15)

**AMENDMENT No. 3 to CONTRACT No. FL03-21**  
**For**  
Fleet Services Equipment  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Routeware, Inc.**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2025 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

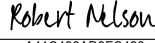
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:  
  
\_\_\_\_\_  
82EC270D5D81423...  
Chuck Wemple, Executive Director  
Date: 3/15/2024  
\_\_\_\_\_

Signed for: **Routeware, Inc.**

Printed Name & Title:

DocuSigned by:  
  
\_\_\_\_\_  
A41C496AD9FC420...  
Robert Nelson VP, Accounting  
Date: 3/14/2024  
\_\_\_\_\_



Order Form

**Routeware, Inc.**

16525 SW 72nd Ave  
Portland, Oregon 97224  
United States

**Order #:** Q-07561-1  
**Agreement Term:** 36 Months  
**Offer Good Through:** 4/26/2024

Phone: (503) 906-8500  
Email: info@routeware.com

**Ship To**

Bruce Lingenfelter  
Village of Scarsdale - NY  
1001 Post Road  
Scarsdale, New York 10583  
United States  
9145223373  
blingenfelter@scarsdale.com

**Bill To**

Village of Scarsdale - NY  
1001 Post Road  
Scarsdale, New York 10583  
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
George Goncalves	(215) 715-3893	ggoncalves@routeware.com	Net 30

**Statement of Confidentiality & Non-Disclosure**

This document contains proprietary and confidential information. All information and data submitted to Village of Scarsdale - NY is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of Village of Scarsdale - NY who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

## Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera Controller (Camera Not Included)	Each	21	USD 499.00	USD 10,479.00
Standard HD Camera for Camera Controller with Cable	Each	84	USD 95.00	USD 7,980.00
Monitor for Camera Controller	Each	2	USD 42.00	USD 84.00
Camera Power Kit	Each	21	USD 40.00	USD 840.00
Video Service Hardware	Each	21	USD 205.00	USD 4,305.00
Basic Heavy Duty Vehicle (HDV) Modem	Each	21	USD 179.00	USD 3,759.00
			<b>Hardware TOTAL:</b>	USD 27,447.00

## Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera System Installation	Each	21	USD 300.00	USD 6,300.00
Additional Camera Installation	Each	63	USD 150.00	USD 9,450.00
Basic Unit Installation	Each	21	USD 60.00	USD 1,260.00
Basic Initial Setup Fee	Each	1	USD 199.00	USD 199.00
			<b>Services TOTAL:</b>	USD 17,209.00

## Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Premium Video System Fee	Per Month	21	USD 61.00	USD 1,281.00
Basic Support & Cellular Coverage	Per Month	21	USD 13.99	USD 293.79
Cloud Hosting	Per Month	1	USD 349.00	USD 349.00
			<b>Recurring Subscriptions TOTAL:</b>	USD 1,923.79

**Payment Terms -**

Hardware is invoiced seven (7) days after execution of the Order.

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced quarterly in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

**Additional Terms:**

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Travel & Expenses Not To Exceed: \$3,400.00

Freight Not To Exceed: \$700.00

HGAC Contract Number: FL03-21

Customer will only be invoiced for hardware installations performed by Company.

**Terms & Conditions Information**

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<http://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

**Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.**

## Village of Scarsdale - NY

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

## Routeware, Inc., and affiliates

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to George Goncalves at [ggoncalves@routeware.com](mailto:ggoncalves@routeware.com)

FOR INTERNAL USE ONLY

Reviewed By:



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

**Contract No.:**

**FL03-21**

**Date Prepared:**

3/27/24

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

<b>Buying Agency:</b>	Village of Scarsdale - NY	<b>Contractor:</b>	Routeware, Inc.
<b>Contact Person:</b>	Bruce Lingenfelter	<b>Prepared By:</b>	Luke Gabriel
<b>Phone:</b>	970-962-2529	<b>Phone:</b>	503-906-8522
<b>Fax:</b>		<b>Fax:</b>	503-906-8544
<b>Email:</b>	blingenfelter@scarsdale.com	<b>Email:</b>	lgabriel@routeware.com

<b>Catalog / Price Sheet Name:</b>	Routeware Premium G06/G07
<b>General Description of Product:</b>	

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
21	Basic Heavy Duty Vehicle (HDV) Modem	170	3,570
21	Camera Controller (Camera not included)	475	9,975
84	Standard HD Camera	90	7,560
1	Basic Initial Setup Fee	199	199
21	Basic Unit Installation	60	1,260
63	Additional Camera Installation	150	9,450
21	Camera System Installation (Per Vehicle)	300	6,300
21	Basic Support & Cellular Coverage	168	3,525
1	Cloud Hosting	7188	7,188
21	Video Service Fee	480	10,080
<b>Total From Other Sheets, If Any:</b>			-
<b>Subtotal A:</b>			55,537

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**  
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
21	Differential for Camera Controller (Camera not included)	24	504
21	Differential for Basic Heavy Duty Vehicle (HDV) Modem	9	189
84	Differential for Standard HD Camera	5	420
2	Monitor for Camera Controller	42	84
21	Camera Power Kit	40	840
21	Video Service Hardware	205	4,305
21	Differential for Video Service Fee	252	5,292
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			11,634

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	20.95%
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**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

1	Cloud Hosting	(3,000)	(3,000)
<b>Subtotal C:</b>			-3000

**Delivery Date:**

**8/31/24**

**D. Total Purchase Price (A+B+C):**

64,171





**Date:** Tuesday, April 30, 2024

**Re:** Resolution to Award of a Preferred Source Agreement -  
Village Properties, Applications and Special Services

**COVER PAGE**

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

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Brian Gray, Superintendent PRC](#)
- [Articles of Agreement](#)
- [COI](#)
- [Preferred Source Announcement](#)

**Resolution Re: Awarding Preferred Source Agreement – Village Properties, Applications & Special Services**

WHEREAS, New York State's Preferred Sources were statutorily created to advance certain social and economic goals, with all State agencies, political subdivisions, and public benefit corporations required to purchase approved products and services from Preferred Sources in accordance with NYS Finance Law, Article XI, Section 162; and

WHEREAS, as per Preferred Source Program Agreement, dated February 7, 2023 CL#624-2023-02 New York State Office of General Services price review and approval will not be required for purchases of services from Preferred Source if the purchase price is below \$100,000; and

WHEREAS, over the past 2 years, Department of PRC Staff has been working with representatives from NYSID and Alternative Earthcare to establish an annual organic lawn maintenance program to best foster healthy natural turf throughout the Village's heavily utilized athletic fields and park parcels; and

RESOLVED, that pursuant to NYS Finance Law, Article XI, Section 162, the Village Manager is herein authorized to enter into a Preferred Source Agreement for lawn maintenance services with NYSID in the amount of \$98,089.66 to provide the scope of services identified in said agreement for annual services; and be it further

RESOLVED, that the scope of services identified in the agreement will be performed by Alternative Earthcare Tree and Lawn Systems, 240 S Fehr Way, Bay Shore, NY 11706 , acting as an authorized affiliate of NYSID; and be it further

RESOLVED, that the cost for the services provided in the agreement be charged accordingly to the General Fund Operating Budget Account #A-7020-PLGRD-MAINT-400-499, where sufficient funds are available.

Date: April 30, 2024

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

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

**From:** Brian Gray, Superintendent PRC

**Date:** Wednesday, April 17, 2024

**RE:** Calendar Year 2024 – NYSID Preferred Source Professional Service Agreement

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

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New York State's *Preferred Sources* were statutorily created to advance certain social and economic goals. All State agencies, political subdivisions, and public benefit corporations, which includes most public authorities, are required to purchase approved products and services from Preferred Sources in accordance with the procedures and requirements described in the Preferred Sources Guidelines (“Guidelines”). Purchases from Preferred Sources receive preference over all other sources of supply and competitive procurement methods.

As per the attached Preferred Source Program Agreement, dated February 07, 2023 CL #624-2023-02, New York State Office of General Services price review and approval will not be required for purchases of services from a Preferred Source if the purchase price is below \$100,000. The Guidelines include a List of Preferred Source Offerings, with Service Section D identifying New York State Industries for the Disabled (“NYSID”) as the preferred source for Groundskeeping & Lawn Maintenance services. Additionally, NYS Finance Law, Article XI, Section 162, mandates a Preferred Source right of first refusal for services available through a NYS Preferred Source Offering.

Pursuant to a Preferred Sources Agreement with NYSID, the Village has subcontracted with a qualifying firm, Alternative Earthcare Tree and Lawn Services, since 2014 to provide specialized organic care maintenance treatments during spring, summer and fall to athletic fields and other municipal properties, including fertilization, aerating, seeding, and other organic applications. Prior to 2023, the Village performed the aforementioned services on a rotating park parcel basis to stay within the then \$50,000 threshold.

Over the past two years, understanding the threshold was scheduled to increase to \$100,000 in 2023, Department Staff have been working with representatives from both NYSID and Alternative Earthcare to establish an annual organic lawn maintenance program to best foster healthy natural turf throughout our heavily utilized athletic fields and park parcels as identified below for 2024:

Spring Services 2024:

- Organic fertilizer application on the Village’s nine (9) athletic fields and eighteen (18) park parcels.
- Aeration and Slit Seeding on the Village’s nine (9) athletic fields, Scarsdale Municipal Pool, Memorial Garden and Chase Park

- Summer Services 2024:
  - Organic fertilizer application on the Village's nine (9) athletic fields
- Fall Services 2024:
  - Organic fertilizer application, aeration and slit seeding on six (6) athletic fields, Scarsdale Municipal Pool, Memorial Garden and Chase Park
  - Deep tine, top dress and overseed on three (3) athletic fields
  - Organic fertilizer on eighteen (15) park parcels

The aforementioned annual maintenance program includes a combination of organic fertilization, aeration, deep tine, top dress, and overseeding on identified parcels based on assessment and usage. The submitted price totaling for Unit A totaling \$25,745.66, Unit B totaling \$9,895.00, and Unit C totaling \$62,449.00 includes the purchase of materials and manpower to perform the work as itemized in the attached Articles of Agreement submitted by NYSID and Alternative Earthcare.

At the conclusion of the 2024 calendar year, services provided through the Preferred Source Agreement with NYSID for our annual field and park organic maintenance program will equal \$98,089.66, which falls under the \$100,000 threshold identified in Preferred Source Program Announcement CL#:624-2023-02 included in this submission.

The cost of \$98,089.66 will be applied to the Department of PRC Operating Account: A.7020.PLGRD.MAINT.400.499 where sufficient funds have been appropriated.

## VILLAGE OF SCARSDALE – ARTICLES OF AGREEMENT

### UNIT A - SRING SERVICES 2024

#### ITEM 1: ATHLETIC FIELDS

PROPERTY (Athletic Field)	Itemized Price ORGANIC FERTILIZER	Itemized Price AERATION	Itemized Price SLIT SEEDING	TOTAL PRICE
1. Hyatt Field	\$ 676.03 six hundred seventy six dollars & three cents	\$ 777.47 seven hundred seventy seven dollars and forty seven cents	\$ 1,036.01 one thousand thirty six dollars and one cent	\$ 2,489.51 two thousand and eighty nine dollars and fifty one cents
2. Scout Field	\$ 588.17 five hundred and eighty eight dollars and seventeen cents	\$ 676.39 six hundred and seventy six dollars and thirty nine cents	\$ 970.48 nine hundred and seventy dollars and fifty eight cents	\$ 2,235.04 two thousand two hundred and thirty five dollars and four cents
3. Supply Field	\$ 806.07 eight hundred and six dollars and seven cents	\$ 926.91 nine hundred and twenty six dollars and ninety one cents	\$ 1,223.68 one thousand two hundred twenty five dollars and sixty eight cents	\$ 2,958.66 two thousand nine hundred and fifty eight dollars and sixty six cents
4. Boulder Brook Field	\$ 454.78 four hundred and fifty four dollars and seventy eight cents	\$ 523.11 five hundred and twenty three dollars and eleven cents	\$ 697.47 six hundred and ninety seven dollars forty seven cents	\$ 1,675.36 one thousand six hundred and seventy five dollars thirty six cents
5. Winston Field	\$ 665.16 six hundred and sixty five dollars and sixteen cents	\$ 753.55 seven hundred and fifty three dollars and fifty five cents	\$ 1,004.40 one thousand and four dollars and forty cents	\$ 2,423.11 two thousand four hundred and twenty three dollars and eleven cents
6. Crossway 1 & 2	\$ 1,216.50 one thousand two hundred and	\$ 1,399.03 one thousand three hundred and ninety	\$ 1,865.03 one thousand eight hundred and sixty five dollars	\$ 4,480.56 four thousand four hundred eight dollars and fifty six cents

	seeten dollars and fifty cents	\$	nine dollars and three cents	\$	and three cents and three cents	
7. Crossway 3	332.42 three hundred and thirty two dollars forty three cents	\$	382.75 three hundred and eighty two dollars seventy five cents	\$	510.75 five hundred ten dollars seventy five cents	\$ 1225.92. one thousand two hundred twenty five dollars and ninety two cent
8. Crossway 4	352.80 three hundred fifty two dollars and eighty cents	\$	494.82 four hundred ninety four dollars eighty two cents	\$	540.44 five hundred forty dollars and forty four cents	1,298.06 one thousand two hundred ninety eight dollars and six cents
<b>PROPERTY (Athletic Field)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>		<b>Itemized Price AERATION</b>		<b>Itemized Price SLIT SEEDING</b>	<b>TOTAL PRICE</b>
9. Crossway 5	236.57 two hundred thirty six dollars and fifty seven cents		271.24 two hundred and seventy one dollars and twenty four cents		361.99 three hundred sixty one dollars and ninety nine cents	860.80 eight hundred sixty nine dollars and eighty cents
<b>TOTAL UNIT A All Items 1-9 Above</b>	5,328.50 five thousand three hundred twenty eight dollars and five cents		6,204.83 six thousand two hundred four dollars and eighty three cents		8,210.23 eight thousand two hundred ten dollars and twenty three cents	19647.02 nineteen thousand six hundred forty seven dollars and two cents

**ITEM 2. OTHER PROPERTIES**

<b>PROPERTY (Other Properties)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>	<b>Itemized Price AERATION</b>	<b>Itemized Price SLIT SEEDING</b>	<b>TOTAL PRICE</b>
1. Aspen Park	305.91 three hundred five dollars and ninety one cents	\$ N/A	\$ N/A	\$ 305.91 three hundred dollars and ninety one cents

Boniface circle	18.35 eighteen dollars and thirty five cents \$	\$ N/A	\$ N/A	\$ N/A	\$ 18.35 eighteen dollars and thirty five cents
3. Brite Avenue	\$ 110.13 one hundred ten dollars and thirteen cents	\$ N/A	\$ N/A	\$ N/A	\$ 110.13 one hundred dollars and thirteen cents
4. Colonial Acres Park	\$ 269.20 two hundred sixty nine dollars and twenty cents	\$ N/A	\$ N/A	\$ N/A	\$ 269.20 two hundred sixty nine dollars and twenty cents
5. Cooper Green	\$ 55.00 fifty five dollars	\$ N/A	\$ N/A	\$ N/A	\$ 55.99 fifty five dollars
6. Corell Park	\$ 179.47 one hundred seventy nine dollars and forty seven cents	\$ N/A	\$ N/A	\$ N/A	\$ 179.47 one hundred seventy nine dollars and forty seven cents
<b>PROPERTY (Other Properties)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>	<b>Itemized Price AERATION</b>	<b>Itemized Price SLIT SEEDING</b>	<b>TOTAL PRICE</b>	
7. Crossway Fire House	96.05 ninety six dollars and five cents \$	\$ N/A	\$ N/A	\$ 96.05 ninety six dollars and five cents	
8. Davis Park	\$ 305.91 three hundred dollars and ninety one cents	\$ N/A	\$ N/A	\$ 305.91 three hundred nine dollars and ninety one cents	
9. De Lima Park	177.43 one hundred seventy seven dollars	\$ N/A	\$ N/A	\$ 177.48	

	and forty three cents \$160.97	\$			
10. Drake Road Park	\$ 160.97 one hundred and sixty dollars and ninety seven cents	\$ N/A		\$ N/A	\$ 160.97 one hundred sixty dollars and ninety seven cents
11. HS Fast Dry Courts	\$ 122.36 one hundred two and thirty six cents	\$ N/A		\$ N/A	\$ 122.36 one hundred twenty two dollars and thirty six cents
12. Scarsdale Vol. Ambulance Corp.	\$ 52.00 fifty two dollars	\$ N/A		\$ N/A	\$ 52.00 fifty two dollars
13. Village Hall	\$ 201.90 two hundred one dollars and ninety cents	\$ N/A		\$ N/A	\$ 201.90 two hundred one dollars
14. Wymor Park	\$ 44.87 forty four dollars and eighty seven cents	\$ N/A		\$ N/A	44.87 forty four dollars and eighty seven cents
15. Kids BASE	100.60 One hundred dollars and sixty cents	\$ N/A		\$ N/A	\$ 100.60 one hundred dollars and sixty cents
16. Pool Complex	611.82 six hundred eleven dollars and eighty two cents	\$ 703.59 seven hundred three dollars and fifty nine cents		\$ 938.12 nine hundred thirty eight doll	2,253.53 two thousand two hundred fifty three dollars and fifty three cents
<b>PROPERTY (Other Properties)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>	<b>Itemized Price AERATION</b>		<b>Itemized Price SLIT SEEDING</b>	<b>TOTAL PRICE</b>

17. Memorial Park	\$ 189.66 one hundred eighty nine dollars and sixty six cents	218.82 two hundred eighteen dollars and eighty two cents	\$ 290.82 two hundred ninety dollars and eighty two cents	\$ 699.30 six hundred ninety nine dollars and thirty cents
18. Chase Park	256.96 two hundred fifty six dollars and ninety six cents	\$ 294.69 two hundred ninety four dollars and sixty nine cents	393.60 three hundred ninety three dollars and sixty cents	945.25 nine hundred forty five dollars and twenty five cents
<b>TOTAL UNIT B</b>	3,257.99 three thousand fifty seven dollars and ninety nine cents	1218.11 one thousand two hundred eighteen dollars and eleven cents	1,622.54 one thousand six hundred twenty two dollars and fifty four cents	6,099.27 six thousand ninety nine dollars and twenty seven cents
<b>All Items 1-18 Above</b>				\$

## UNIT B. SUMMER SERVICES 2024

### ITEM 1. ORGANIC FERTILIZER OF ATHLETIC FIELDS

1. Hyatt Field	1,676.00 one thousand six hundred dollars seventy six dollars and three cents	Organic Fertilizer: \$ _____
2. Scout Field	1588.00 one thousand five hundred and eighty eight dollars	Organic Fertilizer: \$ _____
3. Supply Field	1,806.07 one thousand eight hundred dollars and seven cents	Organic Fertilizer: \$ _____

PROPERTY (Athletic Fields)	Itemized Price ORGANIC FERTILIZER
4. Boulder Brook Field	1,454.78 one thousand four hundred fifty four dollars and seventy eight cents Organic Fertilizer: \$ _____
5. Winston Field	1231.78 one thousand two hundred thirty one dollars and seventy eight cents Organic Fertilizer: \$ _____
6. Crossway 1 & 2	1216.50 one thousand two cents Organic Fertilizer: \$ _____
7. Crossway 3	332.80 three hundred thirty two dollars and eighty cents Organic Fertilizer: \$ _____
8. Crossway 4	352.80 three hundred fifty two dollars and eighty cents Organic Fertilizer: \$ _____
9. Crossway 5	236.57 two hundred thirty six dollars and fifty seven cents Organic Fertilizer: \$ _____
<b>TOTAL Items 1-9 Above</b>	9,895.00 nine thousand nine hundred ninety five dollars and thirty cents Organic Fertilizer: \$ _____

ITEM 1: ATHLETIC FIELDS

UNIT C - FALL 2024

PROPERTY (Athletic Field)	Itemized Price ORGANIC FERTILIZER	Itemized Price AERATION	Itemized Price SLIT SEEDING	Itemized Price DEEP TIME	Itemized Price TOP DRESS	Itemized Price OVERSEED	TOTAL PRICE
1. Hyatt Field	\$ 676.03 six hundred and seventy six dollars and three cents	\$ seven hundred and seventy seven dollars and forty seven cents 777.47	\$ 2036 two thosans thirty six dollard	\$ N/A	\$ N/A	\$ N/A	\$ 3489.50 three thousand four hundred eighty nine dollars and fifty cents
2. Scout Field	\$ 588.17 five hundred eighty eight dollars and seventeen cents	\$ 676.39 six hundred seventy six dollars and thirty nine cents	1974.00 one thousand nine hundred seventy four dollars and forty four cents	\$ N/A	\$ N/A	\$ N/A	\$ 3239.00 three thousand two hundred thirty nine dollars
3. Supply Field	\$ 806.07 eight hundred six dollars and seven cents	\$ 926.91 nine hundred twenty six dollars and ninety one cents	2225.00 two thousand two hundred twenty five dollars	\$ N/A	\$ N/A	\$ N/A	\$ 3956.98 three thousand nine hundred fifty six dollars and ninety eight cents
4. Boulder	454.78 four hundred fifty four dollars and	523.11 five hundred twenty	1,697.47 one thousand six hundred ninety	\$ N/A	\$ N/A	\$ N/A	2,675.36 two thousand six hundred seventy

Brook Field	seventy eight cents	three dollars and eleven cents and \$	seven dollars and forty seven cent \$						five dollars and thirty six cents \$
5. Winston Field	665.16 six hundred sixty five dollars and sixteen cents \$	753.55 seven hundred fifty three dollars and fifty five cents \$	2,004.00 dollars665.16 \$	\$ N/A	\$ N/A	\$ N/A	\$ N/A	3,422.71 three thousand four hundred twenty two dollars and seventy one cents	
6. Crossway 1 & 2	\$ N/A	\$ N/A	\$ N/A	6000.00 \$ three thousand dollars	11,600.00 eleven thousand six hundred dollars \$	500.00 five hundred dollars \$	18,100.00 eighteen thousand one hundred dollars \$		
7. Crossway 3	332.00 three hundred thirty two dollars \$	382.75 three hundred eighty two dollars and seventy five cents \$	\$ 1,510.73 one thousand five hundred ten dollars and seventy three cents	\$ N/A	\$ N/A	\$ N/A	2,225.46 two thousand two hundred twenty five dollars and forty eight cents		
<b>PROPERTY (Athletic Field)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>	<b>Itemized Price AERATION</b>	<b>Itemized Price SLIT SEEDING</b>	<b>Itemized Price DEEP TINE</b>	<b>Itemized Price TOP DRESS</b>	<b>Itemized Price OVERSEED</b>	<b>TOTAL PRICE</b>		
8. Crossway 4	\$ N/A	\$ N/A	\$ N/A	\$ 3000.00 three thousand dollars	\$ 5,800.00 five thousand eight hundred dollars	\$ 500.00 five hundred dollars	\$ 9,300.00 nine thousand three hundred dollars		
9. Crossway 5	\$ N/A	\$ N/A	\$ N/A	\$ 3,000.00 three thousand dollars		\$ 500.00 five hundred dollars	\$ 9,300.00 nine thousand three hundred dollars		

					\$ 5,800.00 five thousand eight hundred dollars		thousand three hundred dollars
	3,522.21	4040.18	5,444.74	12,2000.00	23,200.00	1,500.00	56,708.51 fifty six thousand seven hundred eight dollars and fifty one cents
<b>TOTAL UNIT A</b> All Items 1-9 Above							\$

## ITEM 2. OTHER PROPERTIES

PROPERTY (Other Properties)	Itemized Price ORGANIC FERTILIZER	Itemized Price AERATION	Itemized Price SLIT SEEDING	TOTAL PRICE
1. Aspen Park	\$ 305.91 three hundred five dollars and ninety one cents	\$ N/A	\$ N/A	\$ 305.91 three hundred five dollars and ninety one cents
2. Boniface Circle	\$ 18.35 eighteen dollars and thirty five cents	\$ N/A	\$ N/A	\$ 18.35. eighteen dollars and thirtyfive cents
3. Brite Avenue	\$ 110.13 one hundred ten dollars and thirteen cents	\$ N/A	\$ N/A	110.13 one hundred ten dollars and thirteen ceents
4. Colonial Acres Park	269.20 two hundred sixty nine dollars and twenty cents	\$ N/A	\$ N/A	\$ 269.20 two hundred sixty nine dollars and twenty cents
5. Cooper Green	\$ 55.00 fifty five dollars	\$ N/A	\$ N/A	\$ 55.00 fifty five dollars

PROPERTY (Other Properties)	Itemized Price ORGANIC FERTILIZER	Itemized Price AERATION	Itemized Price SLIT SEEDING	TOTAL PRICE
6. Corell Park	\$ 179.47 one hundred 96.05seventy nine dollars and forty seven cents	\$ N/A	\$ N/A	\$ 179.47 one hundred seventy nine dollars and forty seven cents
7. Crossway Fire House	\$ 96.05 ninety six dollars and five cents	\$ N/A	\$ N/A	\$ 96.05 ninety six dollars and five cents
8. Davis Park	305.91 three hundred five dollars and ninety one cents \$	\$ N/A	\$ N/A	\$ 305.91 three hundred five dollars and ninety one cents
9. De Lima Park	\$ 177.91 one hundred seventy seven dollars and forty three cents	\$ N/A	\$ N/A	\$ 177.91 one hundred seventy seven dollars and ninety one cents
10. Drake Road Park	160.97 one hundred and sixty dollars and ninety seven cents \$	\$ N/A	\$ N/A	\$ 160.97 one hundred sixty dollars and ninety seven cents
11. HS Fast Dry Courts	122.36 one hundred twenty two dollars and thirty six cents \$	\$ N/A	\$ N/A	\$ 122.36 one hundred twenty two dollars and thirty six cents
12. Scarsdale Vol. Ambulance Corp.	\$ 52.00 fifty two dollars	\$ N/A	\$ N/A	\$ 52.00 fifty two dollars
13. Village Hall	201.90 two hundred one dollars and ninety cents	\$ N/A	\$ N/A	201.90 two hundred one dollars and fifty cents \$

	\$				
14. Wymmor Park	\$ 44.87 forty four dollars and eighty seven cents	\$ N/A	\$ N/A	\$ 44.87 forty four dollars and eight seven cents	
15. Kids BASE	100.60 one hundred dollars and sixty cents \$ 100.60 one hundred dollars and sixty cents	\$ N/A	\$ N/A	100.60 one hundred dollars and sixty cents \$	
<b>PROPERTY (Other Properties)</b>	<b>Itemized Price ORGANIC FERTILIZER</b>	<b>Itemized Price AERATION</b>	<b>Itemized Price SLIT SEEDING</b>	<b>TOTAL PRICE</b>	
16. Pool Complex	\$ 611.82 six hundred eleven dollars and eighty two cents	\$ 703.59 seven hundred three dollars and fifty nine cents	\$ 938.12 nine hundred thirty eight dollars and twelve cents	\$ two thousand two hundred fifty three dollars and fifty eight cents	
17. Memorial Park	\$ 189.66 one hundred eighty nine dollars and sixty six cents	218.82 two hundred eighteen dollars and eighty two cents \$	290.82 two hundred ninety dollars and eighty two cents \$	\$ 699.10 six hundred ninety nine dollars and ten cents	
18. Chase Park	\$ 256.96 two hundred fifty six dollars and ninety six cents	\$ 294.69 two hundred ninety four dollars and sixty nine cents	\$ 393.60 three hundred ninety three dollars and sixty cents	\$ 945.25 nine hundred forty five dollars and twenty five cents	
<b>TOTAL UNIT C All Items 1-18 Above</b>	3254.07 three thousand two hundred fifty four dollars and seven cents	703.59 seven hundred three dollars and fifty nine cents	938.12 nine hundred thirty eight dollars and twelve cents	6,099.00 six thousand ninety nine dollars \$	

# SCARSDALE NEW YORK

## Articles of Agreement - Pricing Summary Units A, B, & C

<b>TOTAL FOR UNIT A (SPRING 2024)</b>	
ITEM 1 Athletic Fields (1-9): seven dollars and two cents	\$19,647.02 nineteen thousand six hundred forty
ITEM 2 Other Properties (1-18): sixty four cents	\$6,098.64 six thousand ninety eight dollars and
<b>ITEMS 1 &amp; 2 COMBINED:</b>	<b>\$ 25,745.66 twenty five thousand seven hundred forty five dollars and sixty six cents</b>

TOTAL FOR UNIT B (SUMMER 2024)	9895.00 nine thousand eight hundred ninety five dollars ITEM 1: \$
TOTAL FOR UNIT C (FALL 2024)	ITEM 1 Athletic Fields (1-9): 56,708 51 fifty six thousand seven hundred eight dollars and fifty one cents ITEM 2 Other Properties (1-18): \$6,099,99 six thousand ninety nine dollars and ninety nine cents ITEMS 1 & 2 COMBINED: 62,449.00
TOTAL FOR UNITS A, B, C	TOTAL COMBINED COSTS OF ABOVE: \$ 98,089.66 ninety eight thousand eighty nine dollars and sixty six cents

# SCARSDALE

## NEW YORK

Village of Scarsdale

New York State Industries for the Disabled (NYSID)

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Name Dana Mayo

Signature 

Title President

Date 4-2-24

# SCARSDALE

NEW YORK

Village of Scarsdale

New York State Industries for the Disabled (NYSID)

Name

Bob Hammel

Signature

*Bob Hammel*

Title

NYSID Account Representative

Date

April 3, 2024





## ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED NYSID, Inc. 11 Columbia Circle Dr Albany, NY 12203	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Auto Liability provides Blanket Additional Insured's and a Blanket Waiver of Subrogation per form CA7822NY 1/16.

Umbrella Liability is follow form and includes drop down per CXL4 4/03, Blanket Waiver of Subrogation per form CXL456NY 3/20.

Workers Compensation: Blanket waiver of subrogation as per form WC000313 4/84. All forms require written contract.

## Cyber Liability

Trisura Specialty Insurance Company

Effective 04/25/23 Expires 4/25/24 - \$3,000,000 aggregate limit, \$10,000 retention.

The Village of Scarsdale is additionally insured on CGL, auto, and umbrella. The umbrella or excess liability policy follow-form underlying general liability and automobile liability is applicable. The insurance coverages listed shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale as required by written contract per forms noted. Waiver of Subrogation in favor of Village of Scarsdale is included in CGL, Auto, and Workers Compensation as required by written contract per forms noted.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>A. J. BONOCORE AGENCY, INC.</b> 223 Wall St #148 Huntington, NY 11743	<b>CONTACT NAME:</b> Michael Bonocore and Matthew Bonocore <b>PHONE (A/C, No, Ext):</b> (631)234-5595 <b>E-MAIL ADDRESS:</b> matthewbonocore@ajbonocore.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Alternative Earthcare Tree &amp; Lawn Systems, Inc.</b> 240 S. Fehr Way Bay Shore NY 11706	<b>INSURER A:</b> Acceptance Indemnity Insurance Co	<b>NAIC #</b> 20010
	<b>INSURER B:</b> Guard Insurance Company	42390
	<b>INSURER C:</b> Sutton Specialty Insurance Co	16848
	<b>INSURER D:</b> New York State Insurance Fund	52519
	<b>INSURER E:</b> Hanover Insurance Company	36064
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			BND0012615 00	02/26/23	02/26/24	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> <b>Waiver of Subrogation</b>						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> <b>Primary &amp; Non-Contributory</b>	Y	Y				PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	OTHER:						\$	
B	<b>AUTOMOBILE LIABILITY</b>			ALAU413440	02/26/23	02/26/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	Y				Y	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> COLL:500	<input checked="" type="checkbox"/> COMP:500						PROPERTY DAMAGE (Per accident) \$
							\$	
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		ISCEX0300000373-00	02/26/23	02/26/24	EACH OCCURRENCE \$ 4,000,000	
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE	Y				Y	AGGREGATE \$ 4,000,000
								\$
	DED	RETENTION \$					\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			I 2153 444-1	11/01/22	11/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				Y	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Property/ Inland Marine</b>			RHY 7914301 19	11/01/22	11/01/23	Contents: \$121,952.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Scarsdale is listed as an Additional Insured.  
30 day cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Scarsdale  
1001 Post Road Village Hall  
Scarsdale, NY 10583

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

^^^^^^ 113533129  
AJ BONOCORE AGENCY INC  
223 WALL ST #148  
HUNTINGTON NY 11743



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> ALTERNATIVE EARTHCARE TREE & LAWN SYSTEMS INC 240S FEHR WAY BAY SHORE NY 11706		<b>CERTIFICATE HOLDER</b> VILLAGE OF SCARSDALE 1001 POST ROAD VILLAGE HALL SCARSDALE NY 10583	
<b>POLICY NUMBER</b> I2153 444-1	<b>CERTIFICATE NUMBER</b> 888973	<b>POLICY PERIOD</b> 11/01/2023 TO 11/01/2024	<b>DATE</b> 12/26/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2153 444-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 708916749



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED The Rehabilitation Institute, Inc. 191 Sweet Hollow Road Old Bethpage, NY 11804	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

The Umbrella or excess policy follow-form underlying general liability including abuse and molestation coverage and automobile liability as applicable.

General Liability, Auto Liability, Umbrella/Excess Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Village of Scarsdale.

Waiver of Subrogation applies in favor of the Village of Scarsdale with respects to General Liability, Auto Liability.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**


<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p><b>Alternative Earthcare Tree &amp; Lawn Systems, Inc.</b> <b>240 S. Fehr Way</b> <b>Bay Shore, NY 11706</b></p>	<p>1b. Business Telephone Number of Insured <b>631-499-4300</b></p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number <b>11-3533129</b></p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p><b>Village of Scarsdale</b> <b>1001 Post Road Village Hall</b> <b>Scarsdale, NY 10583</b></p>	<p>3a. Name of Insurance Carrier <b>Hartford Life Insurance Company</b></p> <p>3b. Policy Number of entity listed in box "1a": <b>LVNY814914001</b></p> <p>3c. Policy effective period: <b>01/01/24-12/31/24</b></p>

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 12/26/23 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 631-234-5595 Title Secretary/Treasurer

**IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.**

**If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.**

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



# General Information Bulletin

## Subject: Preferred Source Program Announcement

DATE: February 7, 2023

CL #: 624-2023-02

**DESCRIPTION:** Amendments to the Preferred Source Statute, State Finance Law § 162

**OGS CONTACT:** Preferred Source Team | 518-486-1692 | [OGS.sm.PS\\_CM\\_PREFERREDSource@ogs.ny.gov](mailto:OGS.sm.PS_CM_PREFERREDSource@ogs.ny.gov)

### TO ALL STATE AGENCIES, PUBLIC AUTHORITIES, COMMISSIONS, PUBLIC BENEFIT CORPORATIONS OR POLITICAL SUBDIVISIONS OF THE STATE OF NEW YORK:

On October 4, 2022, Governor Hochul signed into law Chapter 565 of the Laws of 2022, which amended provisions of State Finance Law § 162 with respect to Preferred Sources. The following updates to the Preferred Source statute are effective immediately:

1. Preferred Source contracts (other than with Corcraft) now require that 50% or more of the direct labor be performed by employees who are blind, disabled, visually impaired, or a qualified veteran, as applicable. For private vendors partnered with a Preferred Source, a majority of the direct labor is still required. The direct labor ratios contained in the current Preferred Source Guidelines (which required direct labor ratios of at least 75%) will no longer apply. OGS Procurement Services has updated the Preferred Source Form 3 Service Cost Summary to reflect these changes ([Preferred Source Form 3](#));
2. OGS price review and approval will not be required for purchases of services from a Preferred Source if the purchase price is below \$100,000. Previously, OGS price review and approval was required for service contracts with Preferred Sources if the purchase price was more than \$50,000. This change does not affect the thresholds for approval by the Office of the State Comptroller pursuant to State Finance Law § 112;
3. Certain provisions were updated and modernized, and other technical amendments were made, including revision of outdated terminology and formalizing the process for private vendors to partner with a Preferred Source and be accorded Preferred Source status.

OGS remains committed to the Preferred Source program. We look forward to continued cooperation to ensure opportunities are provided to individuals who are disabled, blind or a qualified veteran in compliance with State Finance Law. If you have any questions, please contact the OGS Preferred Sources Team.



**Office of  
General Services**

**KATHY HOCHUL**  
Governor

**JEANETTE M. MOY**  
Commissioner

# List of Preferred Source Offerings

**December 2022**

## **LIST OF PREFERRED SOURCE OFFERINGS**

**NOTE:**

The List contained herein is a listing of commodities and defined services offered by preferred sources through their facilitating entities Corcraft, New York State Preferred Source Program for New Yorkers who are Blind ("NYSPSP") and New York State Industries for the Disabled, Inc. ("NYSID"). Please contact the appropriate preferred source facilitator to obtain specifications and prices for commodities.

For services, agencies are required to provide notification describing their requirements (i.e., detailed specifications) to preferred sources or their facilitating entities, which provide the required service as indicated on the List.

If, within ten days of the notification, one or more preferred sources submit a notice of intent to provide the service in the form, function, and utility required, said service shall be purchased from the preferred source if the price meets the requirements of State Finance Law § 162 (6) or (7). If more than one preferred source submits a notification of intent and meets the requirements, costs shall be the determining factor for purchase among the preferred sources.

The preferred source shall apply to the New York State Office of General Services ("OGS") for review and approval of price reasonableness on List D service contracts having a value in excess of \$50,000. Prices for contracts valued at \$50,000 or less shall be evaluated for price reasonableness by the requesting agency.

For additional information, see [NYS Procurement Bulletin - Preferred Source Guidelines](#).

**PLEASE NOTE: Not all items in the catalogs are approved Preferred Source commodities or services. Purchasers should confirm with Corcraft, NYSPSP, or NYSID prior to purchase that the item has been approved for sale as a preferred source commodity or service by the State Procurement Council.**

**CORCRAFT**

New York State Department of Corrections and Community Supervision  
Division of Industries  
550 Broadway, Menands, NY 12204  
Phone (518) 436-6321 (800) 436-6321  
FAX (518) 436-6007 (800) 898-5895  
Web Address: [www.corcraft.org](http://www.corcraft.org)  
Vendor ID#1100162226



**NYS PREFERRED SOURCE PROGRAM FOR NEW YORKERS WHO ARE BLIND**

136 State Street 2<sup>nd</sup> Floor  
Albany, NY 12207  
Phone (518) 456-8671 (800) 421-9010  
FAX (518) 456-3587  
Web Address: [www.nyspsp.org/](http://www.nyspsp.org/)  
Vendor ID#1100070977



**NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.**

11 Columbia Circle Drive  
Albany, NY 12203  
Phone (518) 463-9706  
FAX (518) 463-9708  
Email: [administrator@nysid.org](mailto:administrator@nysid.org)  
Web Address: [www.nysid.org](http://www.nysid.org)  
Vendor ID#1000001252



## **ABOUT NEW YORK'S PREFERRED SOURCES**

### **Corcraft**

Corcraft is the manufacturing program of the New York State Department of Correctional Services. Corcraft's mission is to support the Department's mission in four key areas:

1. Keeps inmates employed to help prevent disruption
2. Helps offset the cost of incarceration
3. Teaches work disciplines
4. Helps address taxpayer expectations that inmates do something productive while incarcerated.

In addition, Corcraft provides training, work experience and a work ethic to help inmates return to their communities prepared for employment.

Corcraft produces approximately 300 products for office, institutional and educational markets in the following categories:

- License plates
- Office, educational and institutional furniture and equipment
- Textile and apparel goods like bedding and uniforms
- Printing and signage
- Soap and janitorial supplies
- Eyeglasses

These products are produced in 30 shops in 15 correctional facilities. Corcraft is restricted to selling its products to its own Department, state and local governments, public schools and universities, and eleemosynary not for profits. Corcraft must win customers through competitive pricing, high quality and excellent service.

### **New York State Preferred Source Program for New Yorkers who are Blind (NYSPSP)**

The mission of NYSPSP is to create meaningful employment opportunities for New Yorkers who are blind through the purchase of products and services by New York State agencies, political subdivisions, and public benefit corporations. Purchases from our ten affiliated agencies across New York State support the employment of people who are blind, which have traditionally been unemployed at a rate of almost 70%. These jobs pay competitive wages and create taxpayers while strengthening employees' lives and your communities.

We offer a wide range of quality products such as office, cleaning, medical, safety, kitchen, bedding, maintenance, and emergency supplies as well as business services including call center, mailing, document imaging, transcription, and warehousing. Government entities can easily procure products and services through us saving time and resources.

In addition to the products we manufacture from scratch, like mops and brooms, we also utilize a supplier network for unfinished goods and materials that includes New York State small businesses, minority- and woman-owned businesses and service-disabled veteran-owned businesses. Like New York State government, our goals are to improve the lives of New Yorkers, create new taxpayers, and help fuel the economic engine of the Empire State.

Despite continued gains in employment, people who are blind remain one of the State's greatest untapped labor resources. New York's Preferred Source Program provides employment and upward mobility for our workforce and is a model for the nation. Thank you for making a difference in the lives of New Yorkers.

*NYSPSP is a related NYS 501(c)(3) corporation to National Industries for the Blind and is designated by the NYS Office of Children of Family Services (OCFS) / NYS Commission for the Blind (NYSCB) to manage the program pursuant to State Finance Law § 162.*

(Continued)

## **ABOUT NEW YORK'S PREFERRED SOURCES**

### **New York State Industries for the Disabled (NYSID)**

MISSION: Advancing employment and other opportunities for individuals with disabilities

New York State Industries for the Disabled, Inc. (NYSID) satisfies the purchasing needs of state agencies, political subdivisions and public benefit corporations while creating employment for New Yorkers with disabilities.

Through New York State's longstanding Preferred Source procurement initiative, NYSID's statewide network of approximately 160 charitable organizations for the disabled and private sector corporate partners have provided quality goods and services to fulfill individual government agency needs since 1975.

Together, these charitable organizations for the disabled and their private business partners are committed to employing New Yorkers with diverse abilities on contracts for data imaging, janitorial services, mailing services, temporary office and warehouse personnel and industrial laundry, just to name a few. Individuals with disabilities are also afforded employment through a wide array of contracts and purchase orders for approved products in categories such as custom apparel, janitorial, office, personal care, and much more.

The individuals who perform on NYSID services contracts and fulfill product orders acquire marketable skills that promote self-esteem and financial independence. Nearly 7,000 individuals annually realize more than \$60 million in wages working in their communities throughout New York State.

## **SUMMARY OF PURCHASING PROCEDURES**

Agencies are required to purchase commodities and services from preferred sources when such commodities and services are on the List of Approved Preferred Source Offerings and when they meet form, function, and utility requirements as determined by the agency and the prices charged comply with State Finance Law § 162. Detailed purchasing procedures are provided at [NYS Procurement Bulletin - Preferred Source Guidelines](#).

### **A Commodities**

- 1) Agency determines and defines its needs for commodities.
- 2) Agency reviews List of Preferred Source Offerings.
- 3) If the commodity is on Lists A or B, the agency:
  - a) Checks the preferred source catalogs and product specifications of the preferred source(s) approved to sell the commodity.
  - b) If the commodity is not on Lists A or B, the agency proceeds with an alternative procurement according to applicable laws and your organization's policies and procedures.
- 4) If the commodity is on Lists A or B, agency makes a form, function, and utility determination, following the priority of Corcraft, then NYSPSP, then NYSID.
- 5) a) If the commodity meets agency requirements, the agency makes the purchase from the preferred source; or  
b) If it does not meet agency requirements, the agency provides a 10-day notice to each preferred source of the determination.
- 6) a) Within 10 days of receipt of such notice, the preferred source(s) may indicate agreement with the agency decision; or  
b) Provide no response to the agency; or  
c) Provide notice to the agency that it disagrees with the agency decision.
- 7) a) If (a) or (b) in step 6 occurs, the agency proceeds with an alternate procurement; or  
b) If (c) occurs, the preferred source may consult with, or negotiate the procurement with the agency.
- 8) a) If negotiations are successful, the agency may purchase from the preferred source; or  
b) If unsuccessful, the agency may proceed with an alternative procurement.
- 9) The preferred source may file an objection with the purchasing agency commissioner or head, which becomes part of the Procurement Record, if they disagree with the agency determination.

### **B Services**

- 1) Agency determines and defines its need for services and develops service specifications.<sup>1</sup>
- 2) Agency reviews the List of Preferred Source Service Offerings to determine if the service is approved on List D.
- 3) a) Agency notifies the preferred source(s) of the need for services using the "Purchasing Agency Statement of Work for Preferred Source Services" (Form 1 Agency Application) located at: <https://ogs.ny.gov/procurement/preferred-sources-resources#forms> ; or  
b) If the service is not on List D, the agency proceeds with an alternative procurement.
- 4) a) Within 10 days of agency notification, if a preferred source(s) responds that it wants to provide the service, the agency proceeds to step 5; or  
b) If the preferred source does not respond, the agency proceeds with an alternative procurement.
- 5) The agency determines if the preferred source service meets the agency's form, function, and utility requirements.
- 6) If the agency determines the service meets the agency's form, function, and utility and the price is \$50,000 or less, the agency determines if the price of the preferred source service is within 15% of prevailing market prices.
- 7) If the preferred source service meets the agency's requirements and the price is within 15% of prevailing market prices, the agency may proceed with the procurement. If more than one preferred source meets the agency's requirements, the agency proceeds with the low-cost offer. If the price of the service exceeds \$50,000, the preferred source obtains OGS price approval.
- 8) If the preferred source service does not meet agency requirements, the agency may proceed with an alternative procurement.
- 9) If the preferred source disagrees with the agency determination, it may file an objection with the purchasing agency commissioner, which becomes part of the Procurement Record.

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<sup>1</sup> Guidance is available at: <https://ogs.ny.gov/procurement/preferred-sources-resources#training-resources>

## USING THE LIST

Purchasing personnel should become familiar with the structure of the List and related procurement procedures. At the top of each page a description is provided as to whether the commodities or services appearing immediately below are approved as a preferred source item on a statewide basis, approved for a specific agency only, or not approved as a preferred source item but available for purchase on an optional basis outside of the preferred source program.

The list is divided into five Sections designated A through E, which are described as follows:

### SECTIONS

**A. Commodities in Section A have been approved as a preferred source item on a statewide basis.** All State agencies, political subdivisions and public benefit corporations are required to purchase these items from a preferred source when they meet the form, function and utility requirements of the agency.

**B. Commodities in Section B have been approved as a preferred source item for a specific State agency, political subdivision or public benefit corporation.** Other State agencies, political subdivisions or public benefit corporations may choose to purchase these commodities from the preferred source but are not required to do so. If a State agency elects to purchase from a preferred source, and the value of the procurement is in excess of \$50,000, OGS approval of the price is required. (Note: OGS price approval is not required if Corcraft is the preferred source.) If the procurement is under \$50,000, agencies are required, as for all purchases, to document reasonableness of price.

**C. Commodities in Section C have not been approved as a preferred source item.** State agencies, political subdivisions and public benefit corporations may choose to purchase these commodities from the preferred source but are not required to do so and must follow their own procurement rules.

**Commodity Notification.** The 10-day notification requirement detailed in Step 5b of the Summary of Purchasing Procedures for Commodities above, applies only to those commodities listed in Section A, i.e., commodities approved as a preferred source item on a statewide basis.

**Priority.** When purchasing commodities listed in Section A, priority among preferred services is extended first to Corcraft, then to NYSPSP, and then to NYSID. Commodities listed in Section A have priority over optional purchases of the same commodities in Sections B or C. Agencies making optional purchases of commodities in Sections B or C may select any preferred source listed and must follow your agency's procurement rules.

**D. Services in Section D have been approved as a preferred source service for one or more State agencies, political subdivisions or public benefit corporations.** All State agencies, political subdivisions and public benefit corporations are required to purchase these services when they meet the form, function and utility requirements of the purchasing agency. Because service contracts may vary greatly in scope of services, performance requirements, etc. each List D service contract with a preferred source valued in excess of \$50,000 must be reviewed and approved by the Office of General Services to ensure that prices are as close to prevailing market price as practicable, and do not exceed 15 percent above prevailing market prices among responsive offers for the same or equivalent services. If the procurement is under \$50,000, agencies are required, as for all purchases, to document the price is within 15% of prevailing market prices.

**E. Services in Section E have not been approved as a preferred source item.** State agencies, political subdivisions and public benefit corporations may choose to purchase these services from the preferred source but are not required to do so and must follow their own procurement rules.

**Service Notification.** The 10-day notification requirement detailed in Steps 3a and 4a of the Summary of Purchasing Procedures for Services above, applies only to those services listed in Section D, i.e., services approved as a preferred source item for one or more State agencies, political subdivisions, or public benefit corporations.

**Priority.** Corcraft is not authorized to provide services as a preferred source offering. NYSPSP and NYSID have equal priority for services identified in Section D and when two or more preferred sources or facilitating entities offer the same service, costs shall be the determining factor. If a service is listed in both Sections D and E, the service must be purchased from the preferred source listed under D if it meets the form, function, and utility requirements of the agency and the price is within 15% of prevailing market prices.

**NYS PROCUREMENT BULLETIN  
PREFERRED SOURCE GUIDELINES**

List of Preferred Source Offerings

NYS Labeled Wines

**I. PURPOSE**

To advance special social and economic goals, certain providers have “preferred source” status under the law. The acquisition of commodities and/or services from preferred sources is exempted from statutory competitive procurement requirements.

The following guidelines seek three goals: first, to promote the acquisition of goods and services from special providers given preferred source status; second, to ensure that State agencies and other purchasing agents are able to buy the commodities and services they need to fulfill their respective missions; and third, to provide information to purchasers that will enable them to understand and comply with statutory requirements and State Procurement Council policy. It is the obligation of each State agency and other purchasers covered by these guidelines, to buy from preferred sources whenever possible. Purchases of this nature promote the self sufficiency and self determination of preferred source clients and their families. At the same time preferred source providers are expected to remain business-oriented, one aspect of which is customer service and meeting agency needs. While the following guidelines are intended to advance these goals, ultimate success will rely upon the professional judgment and commitment of both the preferred sources and the staff of purchasing agencies.

**II. APPLICABILITY AND SCOPE**

All State agencies, political subdivisions and public benefit corporations (which includes most public authorities), are required to purchase approved products and services from preferred sources in accordance with the procedures and requirements described herein. Purchases from preferred sources take precedence over all other sources of supply and competitive procurement methods. The term “purchasing agency,” as used in these guidelines, refers to State agencies, political subdivisions and public benefit corporations.

Purchases by the Legislature and the Judiciary are not covered under these guidelines.

### III. PREFERRED STATUS

Preferred source status is accorded to the following entities:

- **Commodities** produced by the Department of Correctional Services' Correctional Industries Program (CORCRAFT).
- **Commodities and Services** produced by any qualified, charitable, non-profit-making agency for the blind approved by the Commissioner of Social Services.
- **Commodities and Services** produced by any qualified, charitable, non-profit-making agency for the other severely disabled persons approved by the Commissioner of Education.
- **Commodities and Services** produced by a qualified veterans' workshop providing job and employment skill training to veterans, operated by the United States Department of Veterans Affairs, that manufactures products or performs services within the State and is approved by the Commissioner of Education.

It should be noted that Correctional Industries also provides services which agencies may elect to purchase. Correctional Industries' services do not, however, have preferred source status under the law.

### IV. PRIORITY AMONG PREFERRED SOURCES

- **Commodities** available in the form, function and utility required by a State agency, political subdivision or public benefit corporation (including most public authorities) must be purchased from preferred sources in the following prioritized order:
  - 1st - Department of Correctional Services' Correctional Industries Program.
  - 2nd - Approved, charitable, non-profit making agencies for the blind;
  - 3rd - Equal priority to approved, charitable, non-profit-making agencies for the severely disabled, qualified special employment programs for mentally ill persons, and qualified veterans' workshops.
- **Services** available in the form, function and utility required by a State agency, political subdivision or public benefit corporation must be purchased from a preferred source. **Equal priority** is accorded to approved, charitable, non-profit-making agencies for the blind, other severely disabled persons, qualified special employment programs for mentally ill persons and qualified veterans workshops. If more than one preferred source meets the service requirements, cost shall be the determining factor in selecting among the qualified sources.

## V. FACILITATING AGENCIES/PREFERRED SOURCES

Facilitating agencies are non-profit-making corporations established to facilitate the distribution of orders among approved, charitable, non-profit-making preferred sources. These include National Industries for the Blind, appointed by the Commission for the Blind and Visually Handicapped of the Department of Social Services to facilitate orders among agencies for the blind; and New York State Industries for the Disabled, designated by the Commissioner of Education to facilitate orders among agencies for the other severely disabled and the veteran's workshops.

Facilitating agencies serve the preferred sources as their agent by disseminating information regarding preferred sources and their List offerings, by processing inquiries and orders as a "one stop" contact for purchasers, and by facilitating the distribution of those commodities and services provided by preferred sources. In the description of the Preferred Source Procurement Process below (Section VIII), the activities involving preferred sources will actually be performed by the facilitating agencies where the commodity or service is offered by a blind or other severely disabled preferred source. Purchasing staff should directly contact the facilitating agencies involved.

CORCRAFT (Division of Correctional Industries) is the manufacturing division of the New York State Department of Correctional Services.

## VI. LIST OF PREFERRED SOURCE OFFERINGS

The Office of General Services has posted a list of all commodities and services that are available and being provided by preferred sources. This list, referred to as the List of Preferred Source Offerings, contains generic groups of commodities and services as well as specific items and references preferred source catalogs and other literature detailing the specific approved commodities and services offered for sale by preferred sources.

All new or substantially different commodities or services that are offered for sale by preferred sources to more than one State agency, political subdivision or public benefit corporation, under the preferred source provisions of the law, must first be added to the List of Preferred Source Offerings. In other words, if the commodity or service is not on the List, purchasers may elect to buy the commodity or service from a preferred source but are not required to do so. The addition of new or substantially different services to the List requires action by the Procurement Council and the Commissioner of General Services. OGS will maintain a current List. The addition of new or substantially different commodities over \$ 500,000.00 annually requires action by the Procurement Council and the Commissioner of General Services. The Procurement Council delegated to the Commissioner of General Services the authority to approve additions to the List of Preferred Sources for commodities which have an estimated annual sales volume under \$ 500,000.00.

## VII. PREFERRED SOURCE COMMODITY AND SERVICE PRICING

### A. Correctional Industries Program (CORCRAFT)

1. **Prices** - Prices charged for commodities produced by Correctional Industries are to be established by the Commissioner of Correctional Services based upon costs, but may not exceed a *reasonable fair market price* determined at, or within 90 days before the time of sale. Fair market price means the price at which a vendor of the same or similar product offers to sell such product under similar terms, in the same market.
2. **Appeals** - At any time prior to, or within 30 days of the date of sale, a purchaser of a Correctional Industries product may appeal the purchase price on the basis that it unreasonably exceeds fair market price. Appeals are to be sent to the Director of the Budget, the Commissioner of Correctional Services and the Commissioner of General Services and will be decided by a majority vote of a three member review board consisting of the Director of the Budget, the Commissioner of Correctional Services and the Commissioner of General Services, or their designees. Decisions of the review board are final. Purchasing agencies are encouraged to consult with CORCRAFT on pricing issues prior to a formal appeal.

### B. Agencies for the Blind, Other Severely Disabled and Veterans' Workshops

1. **Price Review and Approval** - With the exception of commodities offered by Correctional Industries, the Commissioner of General Services is responsible for reviewing and approving the prices of all commodities and services provided by preferred sources to State agencies, political subdivisions or public benefit corporations. In determining and revising the prices of commodities and services, consideration will be given to the reasonable costs of labor, materials and overhead necessarily incurred by preferred sources under efficient methods of procurement, production, performance and administration.
2. **Price Standards** - In approving the prices of preferred source commodities and services, OGS will seek to ensure the prices are as close to *prevailing market price* as practicable. Prevailing market price means the price at which a vendor of the same or similar commodity or service offers to sell such commodity or service under similar terms in the same market. Prices may not exceed 15 percent above prevailing market prices among responsive and responsible offers, for the same or equivalent commodities or services.

## VIII. Preferred Source Procurement Process

The procedures below outline a step-by-step process to be performed by purchasing agencies and preferred sources. The 10 day notification requirement detailed in Step 5b for commodities, and in Step 3a and 3b for services, applies only to those commodities that have been approved as a preferred source commodity on a statewide basis, and to those services approved for one or more State agencies, political subdivisions or public benefit corporations as indicated on the List of Preferred Source Offerings. For commodities or services approved for purchase only by a specific purchasing agency, the 10 day notification requirement applies only to the specific agency.

### A. Commodities

**Step 1.** The purchasing agency determines and defines its need for particular commodities.

**Step 2.** The purchasing agency reviews the current List of Preferred Source Offerings to determine if the commodity being sought is one provided by one or more preferred sources. Purchasing agencies should broadly interpret the generic listing of commodities.

**Step 3.** a. If the commodity is identified on the List as available from one or more preferred sources, the purchasing agency determines which preferred source has priority and reviews the preferred sources' catalogs to generally determine whether the commodity meets the agency's specific needs.

Purchasing agencies should consult directly with the preferred sources/facilitating agencies to gain additional information and/or clarify catalog descriptions.

If necessary, the purchasing agency should proceed through each of the preferred sources' catalogs that, based on the List, offer the commodity being sought to locate one which meets the specific needs. If one is identified, proceed to Step 4.

b. If the commodity is not identified on the List as being available from a preferred source, State agencies should, and local governments and public benefit corporations may, consult OGS Centralized Contracts to determine if the commodity is covered by such a contract. If not, the purchasing agency may proceed with an appropriate competitive procurement in accordance with the applicable law.

**Step 4.** If the commodity is on the list, and in the preferred source catalog, the purchasing agency shall determine whether the commodity is in the form, function and utility required.

To apply the form, function and utility standard, the agency should define the commodity in terms of the **minimum essential requirements** which will meet its needs. Every effort should be made to purchase from the preferred source so long as the item meets the agency's needs. Requirements may include quality, quantity, delivery, packaging, performance standards and compatibility, among others. Requirements should not be inflated or overstated to eliminate preferred source suppliers; nor, should the purchasing agency acquire a preferred source product which is materially unsuited to the needs of the agency.

In making the form, function and utility determination, purchasing agencies should at least consider the following:

- Does the commodity offered by the preferred source meet either agency specifications or industry standards which may be applicable?
- If there are deviations from specifications will the commodity suffice, or substantially meet the minimum requirements for function and performance?
- Are delivery schedules, installation requirements, performance standards reasonable, necessary and within accepted commercial practices? For example, is the divergence between the purchasing agency's desired delivery date and the preferred source's delivery date within reason or so great as to impede the agency from accomplishing its goals (i.e. six weeks vs. six months)?
- Has the preferred source been consulted with? Can the preferred source make necessary accommodations to meet the purchasing agency's needs?

- Step 5.**
- a. If the commodity meets the form, function and utility required by the purchasing agency, the agency completes the purchase from the preferred source at the price determined by OGS or established by the Dept. of Correctional Services. If a state agency is purchasing a commodity valued at \$50,000 or more (\$85,000 for OGS) the agency must also obtain Office of the State Comptroller (OSC) approval. The purchasing agency **should not** put the commodity out to bid to determine prevailing market price.
  - b. If the purchasing agency determines that the commodity does not meet the form, function or utility required, the agency shall provide a written notification to the preferred source or the applicable facilitating agency (i) describing the basis for its finding; (ii) providing the name address and phone number of the responsible agency purchasing official; and (iii) indicating the date on which the Contract Reporter insertion form (if required) will be submitted, or the date on which competitive solicitations will be made by the agency. This notification must be received by the preferred source at

the address provided in the List of Preferred Source Offerings at least 10 days prior to the date indicated in (iii) above. Proof of notification should be retained by the agency.

**Step 6.** Within the 10 days provided, the preferred source or facilitating agency may:

- a. Contact, in writing or other form, the agency purchasing officer indicating agreement with the agency;
- b. Provide no response to the purchasing officer; or
- c. Contact in writing or other form, the agency purchasing officer indicating disagreement with the agency's finding.

**Step 7.** a. If (a) or (b) in Step 6 occurs, the purchasing agency may proceed with the procurement from OGS Centralized Commodity Contracts or with an appropriate competitive procurement in accordance with the applicable law.

- b. If (c) occurs, the preferred source or facilitating agency may consult or negotiate with the agency regarding procurement options including, but not limited to, the commodity offered, a modified version of the required commodity, delivery schedules, etc.

**Step 8.** a. If the procurement is negotiated to the satisfaction of the purchasing agency, the agency shall proceed with the procurement from the preferred source.

- b. If negotiations are unsuccessful, the purchasing agency will so advise the preferred source or applicable facilitating agency and proceed with alternative procurement procedures, including Contract Reporter notification, if required.

**Step 9.** The preferred source or facilitating agency may elect to inform the Commissioner or other chief executive of the purchasing agency as to its objection to the agency decision. A copy of such objection must be included with contract documents or vouchers sent by State agencies to the Office of the State Comptroller.

**Step 10.** All documentation of findings, actions, decisions and objections are to be retained by the purchasing agency, in conformance with standard records retention schedules, as part of the Procurement Record for that acquisition.

## B. Services

- Step 1.** The Purchasing agency determines and defines its need for services.
- Step 2.** The Purchasing agency reviews the List of Preferred Source Offerings to determine if the service being sought is one provided by one or more preferred sources. Agencies should broadly interpret the generic listing of services. If the service is clearly not on the List the agency may proceed with a competitive procurement.
- Step 3.**
- a. The agency must make reasonable efforts to notify preferred sources or their facilitating agency of the need for services appearing on the List. Notification, including a description of the purchasing agency's requirements, should be provided to the preferred source(s) at the address provided in the List of Preferred Source Offerings. Proof of notification should be retained by the agency.
  - b. If a preferred source or facilitating agency responds within 10 days of the notification, with a notice of intent to provide the service in the form, function and utility required, identifying the specific preferred source that will be performing the service, either independently or with a corporate partner, the agency shall proceed with the procurement as indicated in Step (4) below. If more than one preferred source submits notice of intent to provide the service and all meet the requirements, cost shall be the determining factor.
  - c. If no preferred source responds within the 10 day period with a notice of intent, or the preferred source(s)/facilitating agency provides a notice that it has no interest in providing the required service, the purchasing agency must next determine if there is an OGS Centralized Services or Technology Contract which meets its form, function and utility needs before it may proceed with a competitive procurement. **If** the purchasing agency decides to pursue a competitive procurement, and one or more preferred sources elects to "bid" on that procurement, the purchasing agency must award on the basis of "best value", or, in instances involving a political subdivision, to the lowest responsible bidder, **irrespective** of the preferred sources' special status. In other words, in such a case, preferred sources are treated as any other vendor.
- Step 4.** Once a service has been identified as available from a preferred source, the purchasing agency shall determine whether the service is in the form, function and utility required by the agency.

To apply the form, function and utility standard, the agency should define its service requirements in terms of the **minimum essential requirements**. In other words, every effort should be made to purchase from the preferred source so long as the service meets the agency's

needs. Requirements may include quality, timeliness, and performance standards, among others. Requirements should not be inflated or overstated to eliminate preferred source suppliers; nor, should the purchasing agency acquire a preferred source service which is materially unsuited to the needs of the agency.

In making the form, function and utility determination agencies should consider the following:

- Does the service meet either agency specifications or industry standards which may be applicable?
- Are deviations from specifications minor? Will the service, or could the service be made to suffice, or substantially meet the minimum requirements for function and performance?
- Are start-up lead times and performance standards reasonable, necessary and within accepted commercial practices?
- Has the preferred source been consulted with? Can the preferred source make necessary accommodations to meet agency's needs?

- Step 5.** a) If the service meets the form, function and utility needs of the agency and cost \$50,000 or more, the preferred source or facilitating agency must obtain OGS price approval before the agency completes the purchase. In addition, if the service is valued at \$50,000 or more (\$85,000 for OGS) and the purchase is by a state agency, the state agency must obtain OSC approval. The price of services shall be approved by OGS as being as close as practicable to prevailing market price but may not be greater than 15 percent above prevailing market price among responsive and responsible offers for equivalent service. The purchasing agency **should not** put the service out to bid to determine prevailing market price. The Office of General Services shall follow the requirements of Section 162 of the State Finance Law and ensure that the price of services offered by preferred sources are within the 15% cap based on the agency's detailed specification. To assist the Office of General Services, agencies should provide any price information they have available in order to ensure that the prevailing market price is accurately identified for the agency's specific services.
- b) If the purchasing agency determines that the service does not meet its form, function or utility needs, the agency must first determine if there is an OGS Centralized Services and Technology contract which meets its form, function and utility needs before it may proceed with a competitive procurement. Again, if a preferred source/facilitating agency elects to "bid" on such procurement, the purchasing agency shall make the award on the basis of best value, or, in instances involving a political subdivision, to the lowest responsible bidder, treating preferred sources as any other vendor.

**Step 6.** The preferred source or facilitating agency may elect to inform the Commissioner, or other chief executive of the purchasing agency as to its objection to the agency decision. A copy of such objection must be included with contract documents or vouchers sent by State agencies to the Office of the State Comptroller.

**Step 7.** All documentation of findings, actions, decisions and objections are to be retained by the purchasing agency, in conformance with standard records retention schedules, as part of the Procurement Record for that acquisition.

## **IX. COMPLIANCE REVIEW**

It is a purchasing agency's responsibility to purchase from preferred source suppliers whenever possible, after determining the form, function and utility of preferred source products and services meet the agency's requirements. If, in the opinion of a preferred source or its facilitating agency, a purchasing agency shows a pattern of extended or repeated failure to purchase from the preferred source, the preferred source/facilitating agency may protest such purported practice to the State Procurement Council. The Council or a subcommittee thereof, may request to review the purchasing agency's relevant Procurement Records and based upon that review, may either concur with the purchasing agency's procurement decisions, or advise the agency of the need to take corrective action on future procurements consistent with statutory requirements and Council policy. A copy of the Council's decision shall be sent to the Comptroller's Office.

## **X. ADDING A COMMODITY OR SERVICE TO THE LIST OF PREFERRED SOURCE OFFERINGS**

New or substantially different commodities and services may be made available as preferred source items for purchase by more than one State agency, public benefit corporation or political subdivision only after such commodity or service has been added to the List of Preferred Source Offerings.

### **A. Statutory Responsibilities**

The State Procurement Council is responsible for recommending to the Commissioner of the Office of General Services (OGS) for formal action, the addition of new or substantially different commodities and services to the List of Preferred Source Offerings. One reason for rendering such recommendation is to provide a public forum for the discussion of those proposed new commodity/service offerings of preferred source providers given preferred status under the law. The Council shall consider all relevant factors, including costs and benefits in making its recommendations. The Council may also recommend the deletion of commodities or services from the List at the request of a preferred source; and may make a non-binding recommendation to a preferred source to delete a commodity or service from the List.

The Commissioner of General Services maintains the List of Preferred Source Offerings; adds commodities and services to the List after receiving a recommendation from the Council, reviews and approves the price of preferred source services and commodities other than commodities produced by the Correctional Industries Program; and, renders decisions on appeals made by preferred sources should the Procurement Council deny recommendation of any application to make available a new or substantially different commodity or service.

The filing of an application to the State Procurement Council to add new or substantially different commodities or services to the List of Preferred Source Offerings may be made by the Commissioners of Corrections, Mental Health, Office of Children and Family Services and Education, or the non-profit facilitating agency designated by one of the Commissioners.

#### **B. General Criteria for Commodity/Service Addition**

In evaluating the costs and benefits of an application to add either commodities or services to the List of Preferred Source Offerings, the State Procurement Council shall apply the following criteria:

1. Commodities must be produced, manufactured, assembled or repackaged by an appropriately certified preferred source, by an approved Office of Mental Health facility, or by Correctional Industries in New York State, with preferred source employee participation and with value added to the finished commodity by employees of the preferred source. "Value Added" means that the commodity or product has
  - a) Undergone a change in physical state which enhances its value or been altered or processed in a manner which increases its value and provides a customer with benefits that appeal to his or her immediate needs; and
  - b) Is not simply a pass through from the private sector without meaningful participation by the incarcerated or disabled.
2. Services must be performed by employees of an appropriately certified or approved New York State preferred source either independently or with a corporate partner.
3. Commodities or services must be new to the List of Preferred Source Offerings or substantially different from commodities or services already included on the List by the preferred source applicant, and must be intended for offering for sale to more than one purchaser.
4. Commodities or services must meet appropriate quality standards and specifications.
5. The cost/price data for commodities or services submitted with the application has been reviewed and approved by OGS. Applications submitted by, or on behalf of, the Commissioner of Corrections shall contain a price established by the Commissioner of Corrections.

6. Service and commodity additions may not represent an attempt by a private vendor to obtain an unfair advantage over competitors.

**C. Impact Assessment on NYS Vendor/Suppliers**

It is essential that the decision to add a commodity or service to the List of Preferred Source Offerings be sensitive to the business environment within which the State operates. New York State Department of Economic Development, d/b/a Empire State Development (ESD) will review applications to add new products and services to determine if adding a commodity or service to the preferred source list will have a significant impact on a substantial number of NYS businesses. Nothing in these guidelines prevents any preferred source or facilitating agency from contacting ESD prior to filing the application with the Council to explain to, consult with and receive input of ESD on the application. ESD is also available to assist the preferred source or facilitating agency in identifying NYS suppliers and/or partners if requested by the preferred source during the development of an offering. Information collected during this assessment, and efforts made to secure NYS businesses as suppliers for all components, including packaging, should be included in the cost/benefit analysis section of the application to be considered by the State Procurement Council. ESD review shall run concurrent with OGS review to be completed within 120 days of receipt of application.

**D. Application Requirements**

The application made by the Commissioners of Corrections, Office of Children and Family Services or Education, or the facilitating agencies, must provide the following information for both commodity and service applications:

1. Commodity Specification/Service Description – The application shall include the name of, and a description of, the commodity or service (either by specification or narrative explanation), including a recitation as to how it is new or substantially different from the commodities/services already offered by the preferred source.
2. Market Information – The applicant should provide information on the scope of the potential market for the commodity or service.
3. Client Employment – The applicant should identify the nature of the tasks the clients of the preferred source will perform in the preparation of the commodity or in providing the service. Projected employment opportunities for clients should be quantified.
4. Preferred Source – The applicant should identify the specific preferred source which will provide the commodity or service, and provide evidence of the preferred source's qualifications and expertise to manufacture, produce or assemble the commodity or provide the service. If applicable, the preferred source shall also identify the corporate partner the preferred source will be working with to provide the services.

5. Value Added – The application must specifically address the value added by preferred source client labor to the finished commodity or service.
6. Direct Labor Workforce – The application must specifically detail the number and hours of the direct labor employed in the provision of each preferred source commodity and service agreement and reflect the objective that 75% of the direct labor be provided by people who are blind or by people with disabilities. The following guidelines allow exceptions for commodity and service agreement phase-in, and for commodities and service agreements requiring a workforce of 10 people or less (measured as full-time equivalents):
  - a) 75% of the direct labor under a preferred source agreement must be provided by people who are blind or by people with disabilities. For commodity or service agreements requiring a workforce (working supervisors and laborers) of 10 people or less, a majority of the direct labor must be provided by people who are blind or by people with disabilities.
  - b) Upon application by the preferred source and approval by the Office of General Services, up to a six month period will be allowed for phase-in of commodity and service agreements, after which the 75% direct labor requirement will apply. During phase-in a majority of the direct labor must be provided by people who are blind or by people with disabilities.
  - c) Preferred source applications will indicate a start-up date (based upon termination of the existing contract or other factors as applicable). This start-up date will key the phase-in period.
  - d) These workforce standards will apply to all new commodity and service requests and to all requests for changes in, or renewal of, approved commodities and services.
  - e) Direct labor includes all labor other than non-working supervisors.

If it is anticipated that a preferred source will not be able to meet the 75% direct labor requirement for a commodity or service agreement within the allowable phase-in period, the preferred source application must specifically address staffing and related timing issues.

7. Cost/Benefits Analysis – The application will provide a summary of projected costs and benefits expected to accrue to the State, its agency(ies), political subdivision(s), public benefit corporations(s), or the preferred source, as well as any broader social and economic impacts on client employment and government costs. (For example, will a successful application maintain client employment, create employment opportunities for new clients, or result in reduced governmental support being provided to clients through other government programs?) The analysis should be quantitative, but may include qualitative factors.

8. Cost/Price Data – The application should include information sufficient to enable OGS to approve the price data on the commodity or service in accordance with the statute. In the case of Corcraft, the application should include its price for the offered Corcraft commodity. For applications involving multiple commodities (e.g., complete product line, various sizes and packaging, etc.) and individual service rates (e.g., wage rates), the price of each commodity or individual service component may not exceed 15% above prevailing market price. Preferred sources are encouraged to provide independent market analyses to be considered in the OGS determination of prevailing market price.
9. Current Suppliers – If the commodity or service is already being purchased by State agencies, public benefit corporations or political subdivisions, the application will list the current suppliers or contract holders if known to the applicant.
10. Preferred Source Suppliers – The application should contain the projected first year value of anticipated contracts and the name(s) and location(s) of the contractor(s) who would supply raw materials, semi-finished or finished products required by the preferred source, including any information as to methods employed in selecting such suppliers, if appropriate.

The application and supporting documentation must be submitted to the State Procurement Council coordinating Office, via the Procurement Services Group of Office of General Services. If PSG determines that the application is a new offering, the preferred source will be instructed to submit the application to ESD for review.”

#### **E. Office of General Services Review**

The Office of General Services will review the application to ensure that it is complete and to render the required pricing determinations. OGS may seek to verify or clarify any information included in the application, and may contact the applicant to obtain additional information OGS deems necessary to properly evaluate the application. If, in the judgment of OGS, adequate information on which to make an evaluation has not been provided, the application may be returned to the preferred source for additional documentation. OGS may request one or more State agencies represented on the Council to provide staff assistance to the Office of General Services.

#### **F. Application Lead Times**

Applications for the addition of commodities or services to the List of Preferred Source Offerings should be received at least forty-five days ~~six weeks~~ prior to a scheduled meeting date of the State Procurement Council to receive consideration at that meeting. The Council is expected to meet quarterly (March, June, September and December). When a commodity or service is currently covered by a State contract, applications should be submitted at least six months in advance of the expiration of the State contract.

**G. Council Meeting/Application Review**

The appropriate Commissioner or facilitating agency making the application, the Office of General Services, or the agency assisting OGS may present an assessment of the application at the Council meeting upon its own request or upon request of the Council. Additionally, any other interested party may request to offer comments in support of, or in opposition to, the application.

**H. Council Decisions**

A quorum of the Council members (or their designees) must be present to conduct business. Applications shall be decided by a simple majority vote of those present and, in the case of tie votes, an application shall be held over until the next scheduled meeting of the Council. Applications are deemed to have been received by the Council on the date the application is received by OGS in accordance with these guidelines. (If the application has been returned to the applicant by OGS for further completion, the application shall be deemed received by the Council when it is resubmitted to OGS.) If the Council does not make a recommendation to the Commissioner of General Services within 120 days of that date, the application shall be deemed recommended.

**I. Appeals**

In the event that the Council denies an application, the Commissioner or facilitating agency that submitted the application may, within 30 days of such denial, appeal the denial to the Commissioner of General Services.

The Commissioner shall review all materials submitted to the State Procurement Council regarding the application, and may request additional information or material as deemed necessary. Within 60 days of receiving all the information or material deemed necessary, the Commissioner shall render a final written decision on the appeal. The Commissioner's decision is final and binding upon the applicant and upon the State Procurement Council.



**Date:** Tuesday, April 30, 2024

**Re:** Resolution to Award Contract VM-1309 Travel Camp Coach  
Bus Bid

**COVER PAGE**

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

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Brian Gray, Superintendent PRC](#)
- [Bid Tabulation](#)

## **Resolution Re: Awarding Contract VM-1309 Travel Camp Coach Bus Bid**

WHEREAS, the Department of Parks, Recreation and Conservation offers a Teen Travel Camp experience for children entering 6th through 8th grade, requiring coach bus service for 24 trips; and

WHEREAS, the Village Manager reports that the Department of PRC publicly advertised for the receipt of bids on March 15, 2024 under VM-1309 Travel Camp Coach Bus Bid and sent the bid documents to fourteen prospective firms; and

WHEREAS, on the bid opening date of March 26, 2024, three sealed bids were received with the following results:

- Hudson Valley Charter Services (6 Dogwood Road, Cortlandt Manor, NY)
  - One bus for all 24 trips = \$38,750 and Two buses for all 24 trips = \$77,500
- Nationwide Bus Charter (2420 Arthur Kill Road, Staten Island, NY)
  - One bus for all 24 trips = \$38,800 and Two buses for all 24 trips = \$77,600
- Red Carpet Coach LTD (192 Cottage Street, Poughkeepsie, NY)
  - One bus for all 24 trips = \$43,520 and Two buses for all 24 trips = \$87,040; and

WHEREAS, Department staff, upon vetting Hudson Valley Charter Services, was notified they only have one coach bus with seatbelts rendering them non responsive; and

WHEREAS, the second lowest bidder, Nationwide Bus Charter, has confirmed they have two coach buses equipped with seatbelts to satisfy the needs of Contract VM-1309 Travel Camp Coach Bus Bid; now therefore be it

RESOLVED, that Contract VM#1309 Travel Camp Bus Bid, is herein awarded to Nationwide Bus Charter, 2420 Arthur Kill Road, Staten Island, NY 10309, in the amount not to exceed \$77,600, reflecting the cost of 2 buses throughout the 24-day travel camp program; and be it further;

RESOLVED, that the Village Manager is herein authorized to execute Contract VM-1309 Travel Camp Coach Bus Bid, on behalf of the Village of Scarsdale with Nationwide Bus Charter, and to undertake administrative acts as may be required under said agreement.

Date: April 30, 2024



provide two buses with seatbelts as required in bid documents.

Department staff has confirmed with the second lowest bidder, Nationwide Bus Charter, they are able to provide two buses with seatbelts as per bid documents. Therefore, I recommend awarding Contract VM-1309 Travel Camp Coach Bus Bid to Nationwide Bus Charter, 2420 Arthur Kill Road, Staten Island, NY 10309. Expenses will be charged to:

FY 24/25 Acct: A.7020.CAMPS.TRAVL.400.463 where sufficient funds are available.

**VILLAGE OF SCARSDALE  
 BID OPENING FOR CONTRACT VM#1309**

Name of Contract:		2024 Travel Camp Coach Bus Bid		Hudson Valley Charter Service		Nationwide Bus Charter		Red Carpet Coach LTD dba JTR Transportation	
Date:		Tuesday, March 26, 2024		6 Degevoed Road		2420 Arthur Kill Road		192 Cottage Street	
Time:		2:00 PM		Corlandt Manor, NY 10567		Staten Island, NY 10309		Poughkeepsie, NY 12601	
	Destination	Trip Date	Departure	Return	Address	Price per bus	Total for 2 buses	Price per bus	Total for 2 buses
1	Dave and Busters	07/01/24	9:00 AM	3:30 PM	881 Pelham Parkway, Pelham Manor, NY 10803	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00
2	Six Flags Great Adventure	07/02/24	8:00 AM	7:30 AM	Six Flags Blvd., Jackson Township, NJ 08514	\$ 1,850.00	\$ 3,700.00	\$ 2,400.00	\$ 4,800.00
3	Medieval Times	07/03/24	9:30 AM	3:00 PM	149 Polito Ave., Lyndhurst, NY 07071	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00
4	Spina Hudson	07/05/24	9:00 AM	3:30 PM	5 John Walsh Blvd, Peekskill, NY 10566	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00
5	Dorney Park	07/08/24	8:30 AM	7:15 PM	4000 Dorney Park Road, Allentown PA.	\$ 2,050.00	\$ 4,100.00	\$ 1,800.00	\$ 3,600.00
6	The Cave	07/09/24	9:15 AM	4:00 PM	13 Stony Hill Road Bethel, CT	\$ 1,450.00	\$ 2,900.00	\$ 1,400.00	\$ 2,800.00
7	Broadway Back to the Future	07/10/24	10:00 AM	6:30 PM	250 W 52nd Street, New York, NY 10019	\$ 1,550.00	\$ 3,100.00	\$ 1,650.00	\$ 3,300.00
8	Lake Compounce Amusement Park	07/11/24	9:15 AM	6:45 PM	185 Enterprise Drive, Bristol CT 06010	\$ 1,830.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
9	Splashdown Beach	07/12/24	9:00 AM	4:00 PM	16 Old Rte 9 W, Fishkill, NY 12524	\$ 1,350.00	\$ 2,700.00	\$ 1,400.00	\$ 2,800.00
10	Splash Splash	07/15/24	9:00 AM	6:30 PM	2549 Splash Drive, Calverton, NY 11933	\$ 1,850.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
11	Playland Park	07/16/24	10:15 AM	5:00 PM	1 Playland Parkway	\$ 1,300.00	\$ 2,600.00	\$ 1,400.00	\$ 2,800.00
12	Adventure Park at Long Island	07/17/24	8:00 AM	6:00 PM	75 Colonial Springs Road, Whealey Heights, NY	\$ 1,850.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
13	Camelbeach Mountain Outdoor Waterp	07/18/24	7:45 AM	7:15 PM	309 Resort Dr., Tannersville, PA 18372	\$ 2,050.00	\$ 4,100.00	\$ 2,000.00	\$ 4,000.00
14	Club Getaway	07/19/24	8:00 AM	6:45 PM	59 S. Kent Road, Kent, CT 06737	\$ 1,750.00	\$ 3,500.00	\$ 1,800.00	\$ 3,600.00
15	Dave and Busters	07/22/24	9:00 AM	3:30 PM	881 Pelham Parkway, Pelham Manor, NY 10803	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00
16	Splash Splash Drive, Calverton, NY 119	07/23/24	9:00 AM	6:30 PM	2549 Splash Drive, Calverton, NY 11933	\$ 1,850.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
17	Broadway Back to the Future	07/24/24	10:00 AM	6:30 PM	250 W 52nd Street, New York, NY 10019	\$ 1,550.00	\$ 3,100.00	\$ 1,650.00	\$ 3,300.00
18	Camelbeach Mountain Outdoor Waterp	07/25/24	7:45 AM	5:15 PM	309 Resort Dr., Tannersville, PA 18372	\$ 2,050.00	\$ 4,100.00	\$ 2,000.00	\$ 4,000.00
19	Medieval Times	07/26/24	9:30 AM	3:00 PM	149 Polito Ave., Lyndhurst, NY 07071	\$ 1,250.00	\$ 2,500.00	\$ 1,200.00	\$ 2,400.00
20	Adventure Park at Long Island	07/29/24	8:00 AM	6:00 PM	75 Colonial Springs Road, Whealey Heights, NY	\$ 1,850.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
21	The Cave	07/30/24	9:15 AM	4:00 PM	13 Stony Hill Road Bethel, CT	\$ 1,450.00	\$ 2,900.00	\$ 1,400.00	\$ 2,800.00
22	Lake Compounce Amusement Park	07/31/24	9:15 AM	6:45 PM	185 Enterprise Drive, Bristol CT 06010	\$ 1,850.00	\$ 3,700.00	\$ 1,650.00	\$ 3,300.00
23	Club Getaway	08/01/24	8:00 AM	6:45 PM	59 S. Kent Road, Kent, CT 06737	\$ 1,750.00	\$ 3,500.00	\$ 1,800.00	\$ 3,600.00
24	Spina Hudson	08/02/24	9:00 AM	3:30 PM	5 John Walsh Blvd, Peekskill, NY 10566	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00
<b>Total Price for all Trips (2 Buses)</b>						\$ 38,750.00	\$ 77,500.00	\$ 38,800.00	\$ 77,600.00

I, **Maria Colotti**, do hereby certify that the above is a true and complete listing of all bids received on this date for VM Contract # 1309.

*Maria Colotti*  
 Signature

*3/26/2024*  
 Date



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Adoption of FY 2024-2025 Village Budget -  
Trustee Ahuja

**COVER PAGE**

***Village Manager's Office***

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**ATTACHMENT(S):**

- [Tentative Budget Resolution](#)

**Resolution Re: Adoption of FY 2024-2025 Village Budget**

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

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

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

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

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

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

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

Date: April 30, 2024



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Year End Modifications for The 2023-2024  
Operating Budget - Trustee Ahuja

**COVER PAGE**  
***Treasurer's Office***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Ann Scaglione, Village Treasurer](#)

**Resolution Re: Year End Modifications for the 2023-2024 Operating Budget**

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

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

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

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

**General Fund - Revenue**

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

**General Fund - Expenditures**

<b>GL Account</b>	<b>Account Description</b>	<b>Increase</b>	<b>Decrease</b>
A-1420-ADMIN-ADMIN-400 458	Supplemental Services	50,000	
A-1420-ADMIN-ADMIN-400 458-.2	Freightway Redevelopment Legal Expense		50,000
A-1230-ADMIN-ADMIN-100 1	Personal Services		60,000
A-1430-PRSNL-ADMIN-100 13	Personal Services P/T	60,000	
A-1680-MIS-SFTSP-400 409	Personal Comp Software		12,000
A-1680-MIS-SFTSP-400 454	Travel		2,000
A-1680-MIS-SFTSP-400 499	Contractual Expense	14,000	
A-3120-PTRL-PTRL-100 14	Personal Services Reimbursable Overtime	850,000	
A-9990-SPCL-BENEF-800 9050	Unemployment Insurance	20,000	
A-9990-SPCL-SPCL-500 1930	Judgements and Claims	40,000	
A-9990-SPCL-SPCL-500 1990	Contingent Account		60,000
A-1110-ADMIN-ADMIN-100 1	Personal Services		7,500
A-1110-ADMIN-ADMIN-400 469	Printing & Forms		2,500
A-1110-ADMIN-ADMIN-400	Contractual Expense	10,000	

499			
A-1230-ADMIN-ADMIN-1001	Personal Services		8,000
A-1230-ADMIN-ADMIN-400499	Contractual Expense	10,000	
A-1230-ADMIN-ADMIN-400460	Repairs to Equipment		2,000
A-1410-ADMIN-ADMIN-1001	Personal Services	18,000	
A-1410-ADMIN-ADMIN-10013	Personal Services P/T	9,000	
A-1410-ADMIN-ADMIN-20020-0	Equipment		28,000
A-1410-ADMIN-ADMIN-400405	Village Code Update	11,000	
A-1410-ADMIN-ADMIN-400412	Office Supplies	2,000	
A-1410-ADMIN-ADMIN-400435	Prof Business Exp	2,000	
A-1410-ADMIN-ADMIN-400488	General Election	2,000	
A-1410-ADMIN-ADMIN-400496	Professional Development	2,000	

**General Fund - Transfers**

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

**General Fund – Parks and Recreation Programs**

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

**General Fund – Municipal Court Grant**

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

**Library Fund - Expenditures**

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

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

Date: April 30, 2024



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

**From:** Ann Scaglione, Village Treasurer

**Date:** Friday, April 26, 2024

**RE:** FY24 Budget Adjustments

**MEMORANDUM**  
Treasurer's Office

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To facilitate the closing of the FY24 financial records, I am requesting the attached budget resolution be considered by the Village Board at the April 30, 2024, meeting.

These adjustments to our FY24 Adopted Budget account for the following:

1. General Fund Revenue adjustments:
  - a. A reclassification of \$150,000 from the Public Utility accounts, to properly reflect posting of transactions.
  - b. Increase in the Police Overtime Reimbursement, which is offset by the increase in payroll expenses.
2. General Fund Expenditure adjustments:
  - a. A reclassification of Legal expenses in the amount of \$50,000 from the Freightway redevelopment line to the departmental supplemental services
  - b. A reclassification of funds for the Benefit Assistant position, to reflect budgeted funds in the department performing this function.
  - c. A reclassification of budgeted funds in the IT department to align with current year experience.
  - d. Increase in Police reimbursable overtime expense, equal to the increase in revenue noted above.
  - e. Release of Contingent funds to the Unemployment Insurance and Judgement lines, to account for current year expenses.
  - f. Reclassification of budgeted expenses within the departments of the Village Court, Village Manager and Village Clerk.
3. General Fund Transfer, to allow for the release of Assigned Fund Balance to the Capital Fund for the Paving Catch Up initiative, in the amount of \$1,750,000.
4. General Fund Budget Modification for the Parks and Recreation Pickleball and Tennis programs, reflecting increase in revenue and related expenses.
5. General Fund Budget adjustment for the receipt of the Municipal Court grant received, in the amount of \$6,987.
6. Library Fund Expenditures various reclassifications of Library Funds, to align with current year trends.

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



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Water Meter Replacement Fee - Trustee Ahuja

**COVER PAGE**

***Village Manager's Office***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Ann Scaglione, Village Treasurer](#)

## **Resolution Re: Water Meter Replacement Fee**

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

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

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

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

Date: April 30, 2024

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

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

**From:** Ann Scaglione, Village Treasurer

**Date:** Thursday, April 11, 2024

**RE:** Suggestion for Non-Compliant Water Meter

**MEMORANDUM**  
Treasurer's Office

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National Metering Services, Inc, our contractor for our meter replacement project, is preparing to issue their third notice to accounts that have yet to respond to our water meter change request.

As per our contractual obligations, National Metering is required to send three letters to account holders requesting them to schedule an appointment for the meter change. The response we have seen from the communication issued to date has been very low.

In light of this, I propose that the Board authorize the imposition of a fee on non-responsive accounts pursuant to Scarsdale Village Code § A320-23. I suggest setting this fee at \$500, a significant amount that would off-set costs associated with the continued use of the old non-compliant water meters and serve as a strong incentive for compliance. Importantly, this fee would be waived in its entirety upon the successful completion of the meter change process within 60 calendar days of the fee being added to a customer's water bill.

To expedite this process and ensure its effectiveness, I seek approval for the implementation of this fee and its inclusion in the wording of the third notice. By clearly communicating the consequences of continued non-compliance, we aim to encourage active participation from all concerned parties.

I request to have this item added to the Village Board agenda of 4/30/2024 for review and approval. If you have any questions or require further clarification, please do not hesitate to contact me. Thank you.

CC: Jeff Coleman, Superintendent of Public Works



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Authorization to Execute a Revocable License Agreement for the Operation of a Valet Service - Trustee Ahuja

**COVER PAGE**

***Village Manager's Office***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Assistant to the Village Manager Morzello](#)
- [ProPark Draft Agreement](#)

**Resolution Re: Authorization to Execute a Revocable License Agreement for the Operation of a Valet Service**

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

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

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

Date: April 30, 2024

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

**To:** Mayor Arest and the Village Board of Trustees  
**From:** Thomas C. Morzello, Assistant to the Village Manager  
**Date:** Monday, April 22, 2024  
**RE:** ProPark Agreement

**MEMORANDUM**  
Village Manager's Office

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Since 2007, ProPark America, New York, LLC (ProPark) has provided valet services that helps alleviate the high demand for Scarsdale's commuter parking, and in return paid the Village a flat monthly fee. In 2020, ProPark underwent substantial loss of parking revenue because of the reduction in commuter volume during the Covid-19 pandemic and was unable to make agreed upon payments. Village Staff have strived to continue the relationship with ProPark, while acknowledging their financial hardship. A retroactive five-year revocable license agreement, as attached hereto, has been drafted:

Base Rent: Annual rent totaling:

- \$50,000 for 2021
- \$100,000 for 2022
- \$150,000 for 2023
- \$180,000 for 2024
- \$180,000 for 2025

The following add-ons apply:

- 25% of net revenues above \$35,000 monthly; plus
- 30% of net revenues above \$40,000 monthly; plus
- 40% of gross revenues of monthly permits sold over 200 permits per month; plus
- 40% of gross revenues of all flex pass permits sold per month.

Should the number of monthly parking permits sold by ProPark exceed 200 per month, monthly payments will revert to the 2020 rent schedule (\$16,272 monthly, \$195,264 annually), increased by an additional 4% for every year that has passed since 2020. While monthly permit sales have trended upwards since the spring of 2021, they remain substantially lower than pre-pandemic levels.

A previous version of this agreement was drafted by former Village Manager Pappalardo and Assistant to the Village Manager Katzin, but never finalized. Said version of the agreement is what ProPark is currently paying to. The newly proposed agreement adds two additional years from what had been originally drafted by the former management team.

ProPark provides an amenity to Village commuters and maintains a positive customer service reputation. ProPark's Freightway Lot remains relatively active when compared to other Village lots that have been similarly impacted by loss in commuter volume. In addition to these services, this serves as a financially beneficial arrangement for the Village. It is my recommendation that the Village Board of Trustees hereby authorize the Acting Village Manager to execute the attached License Agreement with ProPark America.

**LICENSE AGREEMENT BETWEEN THE  
VILLAGE OF SCARSDALE AND PROPARK AMERICA NEW YORK, LLC**

**LICENSE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the VILLAGE OF SCARSDALE (hereinafter “Village”) a municipal corporation having its principal office and place of business in the Village Hall, 1001 Post Road, Scarsdale, Westchester County, New York 10583 and PROPARK AMERICA NEW YORK, LLC (hereinafter “ProPark”), a foreign limited liability company formed under the laws of the State of Connecticut, having local offices at 7 Washington Avenue, Hastings-on-Hudson, NY 10706 (collectively the “parties” and each a “party”).

**WHEREAS**, the Village owns parcels of land known as the “Freightway Open Lot” and “Level 1A of the Freightway Garage,” as designated on the Tax Map of the Village of Scarsdale as Section 1, Block 6, Lots 3, 6, 1, and Section 2, Block 6, Lots 500 and 500A (herein called the “Premises”) and further identified on Attachments A-1 and A-2 to this License Agreement; and

**WHEREAS**, the Premises are utilized by the Village as parking lots for the public; and

**WHEREAS**, ProPark provides public valet parking services, monthly parking permits, Business Validated parking, Hourly Transient parking, and Flex Pass parking permits (collectively the “Services”) at the Premises, in accordance with this License Agreement; and

**WHEREAS**, the Village Board adopted Resolution No. \_\_\_ of 2024, authorizing the acting Village Manager to issue, subject to Village Attorney approval as to terms and conditions, a License Agreement to ProPark, retroactively from January 01, 2021 and expiring on December 31, 2025 to continue offering said Services at the Premises, as more fully described in the Proposal, dated \_\_\_\_\_, and attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED**, that the Village hereby grants a license to ProPark for the Services at the Premises in accordance with the following terms and conditions hereinbelow and Attachment A-1 and Attachment A-2 (“Location Maps”):

1. The term of this License Agreement shall be for a period of sixty months commencing retroactively from January 01, 2021 (hereinafter the “Commencement Date”), and expiring on December 31, 2025. Following expiration this License Agreement will continue on a month-to-month basis.
2. It is hereby acknowledged by the parties that ProPark is current with payments through December 2023. As of January 1, 2024, of the License Agreement period, ProPark shall pay the Village monthly License Fee (“License Fee”) calculated as the total of:
  - i) The base License Fee as set forth in Paragraph 3 below; plus
  - ii) twenty-five (25%) percent of net revenues above \$35,000.00; plus
  - iii) thirty (30%) percent of net revenues above \$40,000.00; plus
  - iv) forty (40%) percent of gross revenues of monthly permits sold over two hundred (200) permits per month; plus
  - v) forty (40%) percent of gross revenues of all flex pass permits sold per month.

3. Base License Fee shall be calculated as one twelfth (1/12) of:
  - i) \$150,000.00 for the period of January 01, 2023, to December 31, 2023, or \$12,500.00 per month.
  - ii) \$180,000.00 for the period of January 01, 2024, to December 31, 2024, or \$15,000.00 per month
  - iii) \$180,000.00 for the period of January 01, 2025, to December 31, 2025, or \$15,000.00 per month
4. In any month, should the number of monthly parking permits sold by ProPark reach 200 monthly permits per month, the terms set forth in Paragraphs 2 and 3 shall be eliminated for such month, and ProPark shall instead pay the Village the following which shall be deemed the License Fee:
  - i) A fixed monthly License Fee of \$16,325.00 increased by four (4%) for each one (1) month period in which ProPark reached 200 monthly permits issued after January 01, 2023; plus
  - ii) Forty percent (40%) of gross revenues of monthly permits sold over two hundred (200) permits per month.
5. ProPark shall pay the License Fee due and owing for the preceding calendar month on the twentieth (20<sup>th</sup>) of each month by bank check, certified check or business check made payable to the Village of Scarsdale and delivered to the Village Treasurer at Village Hall, 1001 Post Road, Scarsdale, NY.
6. ProPark shall pay the Village a late payment charge equal to five (5%) percent compounded monthly for each monthly payment that is thirty (30) calendar days past the due date. If ProPark fails to make payment within sixty (60) calendar days of when payment is due, ProPark shall be deemed in default and this License Agreement shall be subject to termination.
7. Monthly parking rate charges by ProPark for Monthly Parking Permits sold by ProPark at the Premises shall not exceed the following base rate, excluding applicable state, local and federal taxes:

January 01, 2023 – December 31, 2023

\$165 regular / \$190 oversized vehicles

January 01, 2024 – December 31, 2025

\$170 regular / \$195 oversized vehicles
8. ProPark shall make available and advertise “Business Validated” Hourly Parking for Scarsdale businesses and customers at a rate not to exceed \$1.00 more (\$1.50 for oversized vehicles) than the hourly rate published in the Scarsdale Fees and Charges Schedule for the Premises, which is currently \$1.00/Hr., nor to exceed in total the agreed “Business Validated” Daily Rate, which is \$13.00 (\$17.00 for oversized vehicles). “Business

Validated” is defined as customers that are doing business within the Village of Scarsdale or businesses that have a validation agreement with ProPark (i.e. not commuting to New York City).

- 9. ProPark shall make available and advertise an Hourly Transient Parking for Scarsdale businesses and customers at the Premises. Hourly Transient Parking rates shall apply to parking customers that are (i) traveling to NYC or (ii) not Business Validated. Hourly and Daily Transient Rates shall be established as follows, excluding applicable state, local and federal taxes:

January 01, 2023 – December 31, 2023

\$3.00/hr regular vehicles / \$4.50/hr oversized vehicles

Not to exceed \$18.00/day for regular vehicles or \$22.00/day for oversized vehicles

January 01, 2024 – December 31, 2025

\$3.00/hr regular vehicles / \$4.50/hr oversized vehicles

Not to exceed \$19.00/day for regular vehicles or \$23.00/day for oversized vehicles

- 10. ProPark shall make available and advertise a “Flex Pass Debit Option” for parking at the Premises for customers that are (i) commuting under a flexible or part-time schedule to NYC or (ii) not Business Validated. Flex passes will expire at the end of the month of purchase. Flex Pass Debit Option rates shall be established as follows, excluding applicable state, local and federal taxes:

A book of five (5) parking passes

\$60.00 regular vehicles / \$70.00 oversized vehicles

Book of ten (10) parking passes

\$100 regular vehicles / \$120.00 oversized vehicles

- 11. All rates included in Paragraphs 10, 11, 12 and 13 of this License Agreement may only be revised subject to written mutual agreement between ProPark and the Village Manager of the Village of Scarsdale.
- 12. ProPark may park approximately 200 vehicles on the premises with parking preference given to residents, merchants, and employees of the Village of Scarsdale, subject to the Village’s reservation of rights set forth in Paragraphs 17, 18, and 19 below.
- 13. ProPark shall provide the Village with a monthly detailed report including the number of monthly permits and the number of flex pass permits sold, the names and addresses of the monthly permit and flex pass permit holders, the rate (in numeric form) that the monthly permit and flex pass permit holders were charged i.e. regular or oversized vehicle, the number of permits sold for daily parkers and the rate (in numeric form) that the daily

parkers were charged i.e. regular or oversized, and an occupancy report detailing the total number of monthly permit, flex pass, and daily vehicles parked every day of the month. The above report will be delivered on the fifteenth (15<sup>th</sup>) of every month representing figures for the previous month and submitted with the License Fee payment.

14. ProPark shall conduct their valet operation at the Premises and provide adequate staff Monday through Friday between the hours of 6:00 am to 8:00 pm, to perform the Services. Changes to operational hours may be made subject to mutual written agreement between ProPark and the Village Manager's Office.
15. ProPark will perform maintenance of the Premises, which shall include but is not limited, to the following: sweeping, snow and ice removal, filling potholes, pavement striping, daily cleaning of all garbage and debris and maintaining the premises in a clean and orderly fashion. The Village agrees to allow ProPark the use of the existing onsite office facility however all maintenance, repairs and other issues pertaining to said office are the sole responsibility of ProPark (The Village shall pay the electricity costs of the onsite office facility).
16. Only the Village may remove and/or bag meter heads and meter posts located on the Premises, issue summonses to vehicles and tow vehicles from the Premises.
17. In recognition of the public need to store snow on occasion, hauled from other parts of the Village, the Village has the right to deposit snow in the open parking lot, in the easternmost parking isle. The treatment of any ice formed by the melting of deposited snow, shall be the responsibility of the Village to treat until such time that the snow has melted. The Village shall provide twenty-four (24) hours advance notice to ProPark prior to snow being deposited by the Village, except in the case of an emergency in which event notice shall be given to ProPark as soon as reasonably possible under the circumstances. ProPark shall not be entitled to any reduced License Fee or compensation in any way for loss of business and/or lost revenue in this event.
18. In recognition of the need to make certain repairs to the Freightway garage and pedestrian railroad overpass, the Village shall have the right to use a portion of the Premises for construction staging or to facilitate the repair of the municipal garage and/or overpass. The Village shall provide ten (10) calendar days notice except in the case of emergency. ProPark shall not be entitled to any reduced License Fee or compensation in any way for loss of business and/or lost revenue in this event.
19. While this License Agreement is in effect, the Village shall have the right, but not the obligation, to resurface the parking lot at its own cost and expense. ProPark agrees to cooperate with resurfacing and restriping operations and recognizes that there will times where the lot will not be able to be used for parking. ProPark shall not be entitled to any reduced License Fee or compensation in any way for loss of business and/or lost revenue in this event.
20. ProPark shall not assign, sublet, transfer, give, sell, or otherwise dispose of this License Agreement to any outside vendors, other entity or person without the prior written consent of the Village. Further, ProPark may not allow any other entity or person to utilize the premises for any reason without the prior written permission of the Village.

21. To the maximum extent permitted by law, ProPark shall indemnify, defend and hold harmless Village, and the respective elected officials, officers, its agents, employees, contractors and subcontractors, successors and/or assigns from any and all claims, actions, suits, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and disbursements, which: (i) arise out of the of ProPark's operations under this license use and/or occupancy of the Premises; (ii) arise from or are in any connected with any act or omission of ProPark or ProParks invitees; (iii) result from the presence of ProPark's property or equipment or the equipment or property of ProPark's invitees' on the Premises; or (iv) result from any default of this Agreement or any provisions hereof by ProPark; or (v) result from injury to any person or property or loss of life sustained in or about the Premises cause by or arising out of ProPark or ProPark's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. ProPark's obligations under this paragraph shall survive the revocation or termination of this License Agreement.
22. During the term of this License Agreement, ProPark shall maintain in full force and effect the following types and limits of insurance:
  - i) Worker's Compensation; Disability Insurance and Employer's Liability. In compliance with the Workers' Compensation Law of the State of New York, ProPark shall provide a certificate of insurance on an Accord form indicating proof of coverage for all required employee benefits including, but not limited to Worker's Compensation, Disability Insurance, or a New York State Workers Compensation Notice of Compliance. To the extent permitted by New York Law, all rights of subrogation or similar rights against the Village, and the assigns, officers, employees, representatives and agents associated therewith shall be waived.
  - ii) General liability insurance meeting applicable statutory requirements with minimum limits as follows:
    - a) General Liability Insurance including bodily injury, property damage, on-going and completed operations, personal and advertising injury in the amount of One Million Dollars (\$1,000,000.00) per occurrence and \$2,000,000 in the aggregate limits. The Village, and its officers, employees, agents, and representatives shall be named as additional insured and included in a waiver of subrogation endorsement; and
    - b) Garagekeepers' Legal Liability Insurance including Bodily Injury and Property Damage in the amount of One Million Dollars (\$1,000,000) for any accident for personal injury and for any one person. The Village, and its officers, employees, agents, and representatives shall be named as additional insured and included in a waiver of subrogation endorsement; and
    - c) Excess Liability with limits no less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate providing excess limits over a) and b).
  - iii) The above policies maintained by ProPark shall apply as primary and non-contributory of any insurance coverage maintained by the Village.

- iv) Prior to the Execution of the License Agreement ProPark shall provide to the Village a certificate of insurance naming the Village, and its officers, officials, employees and agents as additional insureds on the Commercial General Liability Policy, Garagekeepers Liability Policy, and Excess Liability Policy. Certificates shall provide thirty (30) calendar days advance written notice, by registered mail with return receipt requested, attention to the Village Manager, prior to cancellation or expiration be given to the Village. Failure of ProPark to maintain the required insurances shall constitute a breach of this License Agreement and its termination.
23. The Village at any time, upon thirty (30) calendar days written notice to ProPark, may terminate this License Agreement in whole or in part without cause or penalty. ProPark may at any time, upon ninety (90) calendar days written notice to the Village, may terminate this License Agreement in whole without cause or penalty. Upon termination, ProPark's obligation shall cease, except for its obligations to pay any License Fee then due and unpaid To the maximum extent permitted by law and notwithstanding anything to the contrary, the Village shall not be responsible for any claims for exemplary, punitive, special, indirect, consequential, lost profits, remote or speculative damages, whether based in contract, tort, strict liability, other law or otherwise which may arise from this License Agreement. This paragraph shall survive the revocation or termination of this License Agreement.
24. ProPark and all its officers, employees, staff, assistants, subvendors, and agents thereof shall be independent contractors to the Village and shall not claim or receive any benefit or privilege conferred to the Village's employees, including without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. The Village shall not be responsible for ProPark's compliance with any local, state, or federal law, regulation or requirement and shall not be responsible any withholdings of any taxes, including payroll or income taxes, for ProPark or any employee, assistant, staff, subvendor or agent thereof. ProPark exclusively assumes responsibility for all acts of its employees, associates, staff, agents and subcontractors as they relate to the Services to be performed under this License Agreement.
25. This License Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all previous discussions, commitments and agreements. Any and all prior agreements or understandings between the parties, oral, written, or otherwise, are hereby expressly terminated.
26. This License Agreement shall be governed by the laws of the State of New York, without consideration to its conflict of laws provisions, and the laws and regulations of the Village of Scarsdale.
27. No waiver made by the Village with respect to this License Agreement shall be considered a waiver of any of the other rights of the Village with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the Village.
28. ProPark agrees for itself, and its successors and assigns, that ProPark shall not discriminate in the performance of its obligations under this License Agreement upon the basis of age,

race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or any other protected class.

29. Any and all disputes between ProPark and the Village shall be adjudicated in a court, State or Federal, located in Westchester County, New York. ProPark hereby waives any objection to venue being improper in a court located in Westchester County, New York. This paragraph shall survive the termination or revocation of this License Agreement.
30. This License Agreement may only be amended by mutual written consent of both ProPark and the Village.
31. This License Agreement may be executed in multiple counterparts, each of which shall be original, but all of which shall constitute one and the same Agreement.

***{SIGNATURE PAGE FOLLOWS}***

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

**VILLAGE OF SCARSDALE**

**PROPARK AMERICA NEW YORK, LLC**

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Alexandra Marshall, Acting Village Manager

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Stephen M. Duffy, President

Date:

Date:

DRAFT

**EXHIBIT “A”**  
**PROPARK PROPOSAL**

DRAFT

**ATTACHMENT A-1**

DRAFT

**ATTACHMENT A-2**

DRAFT



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Appointment to the Council on People with Disabilities - Trustee Wise

**COVER PAGE**

***Village Clerk's Office***

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**ATTACHMENT(S):**

- [Resolution](#)

**Resolution Re: Appointment To the Council on People with Disabilities**

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

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

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

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

Date: April 30, 2024



**Date:** Tuesday, April 30, 2024

**Re:** Resolution for Appointment of Village Attorney - Mayor Arest

**COVER PAGE**

***Village Manager's Office***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Keane & Beane Retainer](#)

**Resolution Re: Appointment of Village Attorney**

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

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

Date: April 30, 2024

April 16, 2024

**VIA EMAIL**

Mayor Justin Arest  
and Village Board of Trustees  
Village of Scarsdale  
1001 Post Road  
Scarsdale, New York 10583

NICHOLAS M. WARD-WILLIS  
Principal Member  
nward-willis@kblaw.com  
Also Admitted in CT

Re: Retainer Agreement Between  
Keane & Beane, P.C. and the Village of Scarsdale –  
Services as Village Attorney (April 1, 2024 to May 31, 2025)

Dear Mayor Arest and Trustees:

On behalf of Keane & Beane, P.C. (“K&B”), I submit this letter to set forth the terms of K&B’s proposal to provide legal services to the Village of Scarsdale (the “Village”). The proposed fee schedule is as follows:

**Fee Structure**

K&B will charge a monthly retainer (General Municipal Retainer) to the Village in the amount of Twelve Thousand and 00/100 (\$16,500.00) Dollars during this engagement which equates to an annual retainer of One Hundred Ninety-Eight Thousand and 00/100 (\$198,000.00) Dollars. This General Municipal Retainer will cover all hours Keane & Beane, P.C. expends to perform these legal services, which are described on pages 1 and 2 herein. In addition, time devoted to matters outside of the General Municipal Retainer will be charged at an hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour as set forth on pages 2 through 4 hereof.

**General Municipal Retainer**

For general municipal services, K&B will provide advice and counseling on the full range of general municipal issues that may arise from time-to-time. Nicholas Ward-Willis will be the principal attorney in charge and attending Board of Trustees meetings. Mr. Ward-Willis will be assisted by Christian Gates and other attorneys in the firm as Mr. Ward-Willis deems appropriate to provide the required legal services. The retainer for such services shall be paid in equal monthly installments of \$16,500, with monthly bills being submitted promptly after each month in which the services are rendered. The General Municipal Retainer will cover performance of legal services for the following:

- A. Performance of general municipal legal services, including but not limited to preparation of resolutions, rendering legal opinions and advice to the Board of

Mayor Justin Arest  
and Village Board of Trustees  
April 16, 2024  
Page 2

Trustees, Planning Board, Zoning Board of Appeals, commissions, committees and Village staff;

- B. Attendance at meetings at the Village offices and elsewhere with Village Staff and outside consultants;
- C. Attendance at Village Board of Trustees meetings (usually two per month, plus executive sessions and work sessions when requested to attend), Planning Board meetings (usually once per month), and Zoning Board of Appeals (typically once per month) and other Board and Commission meetings (as necessary and requested);
- D. Consultation with various Village Boards, including the Board of Trustees, Planning Board, Zoning Board of Appeals, Board of Architectural Review and Village elected and appointed officials and Village employees on legal matters on an as-needed basis;
- E. Drafting and revision of Village Code provisions, resolutions, policies and procedures and preparation of new legislation;
- F. Drafting, reviewing and revisions to contracts with vendors, service providers and others and inter-municipal agreements (“IMA’s”) with various governmental agencies; and
- G. Performance of similar functions, of a routine municipal governance and administration nature, not specifically described above.

### **Special Matters & Litigation**

For special matters, projects and litigation, which will be billed separately, K&B will charge the Village a fixed hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour for Associates and partners performing the work. All special matters, projects and/or litigation matters will be discussed with the Village Manager and no such matters will be undertaken by K&B without prior written authorization from the Village Manager. Again, K&B will promptly render monthly bills for work devoted to special matters and litigation in the preceding month. Services for paralegals and law clerks would be billed at the rate of \$150.00 per hour. We have advised that we are not able to provide legal services in the litigation encaptioned *Seggos v. New Rochelle et al*, concerning the New Rochelle Dam, as our firm has a conflict as we represent certain other defendants in that litigation.

Special matters and projects will consist of major Village endeavors that are not routinely performed. This category typically includes matters such as special district formation and extension, land acquisition and disposition, complex contract work, preparation of complex legislation, major rezoning or comprehensive plan revisions, formation of local development

Mayor Justin Arest  
and Village Board of Trustees  
April 16, 2024  
Page 3

corporations, and project and initiatives of a similar nature. In contrast, advice to officials, standard vendor contract preparation and review, and drafting of routine legislation will be treated as services within the general municipal retainer category.

Litigation consists of any matter that is commenced by a formal court administrative agency or arbitration notice, such as a Summons, Complaint, Petition, Notice of Petition, or Notice of Claim. In contrast, general advice on possible litigation prior to commencement of a proceeding or receipt of such notice (such as a Notice of Claim) will fall under the general municipal retainer.

This hourly rate shall be charged for all litigation services, including, as examples, the prosecution or defense of lawsuits or special proceedings in any court of competent jurisdiction, federal, state or local, including Article 78 proceedings, federal or appellate practice, motion practice, trials and appeals; appearances before any administrative board, including but not limited to the New York State Department of Environmental Conservation; United States Environmental Protection Agency or other boards or agencies.

Written authorization to work on these matters shall be provided by the Village Manager, and where required, the Board of Trustees, prior to any functions being performed by K&B. If the Village has insurance coverage for any litigation or administrative proceeding, or any other matter in which it, its board(s), official(s), or employee(s) are involved, which provides for the payment of fees and other costs or expenses (court costs), K&B will bill the insurance company directly for said matters.

### **Planning Board and Zoning Board Coverage**

As mentioned, the General Municipal Retainer shall include attendance at meetings of the Planning Board and Zoning Board of Appeals in connection with review of local laws and training. With respect to applications that are pending or submitted to such boards, our firm will provide two (2) hours of legal services for each land use applicant under the general retainer. This means that the applicant will not incur any expenses for the initial two (2) hours. After the first two (2) hours, legal services will be paid by the Village or charged to the applicant in accordance with the escrow requirements under §310-98, Fees, of the Village Code, or other applicable Village Code provisions, which K&B will charge an hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour for Associates and Three Hundred Dollars (\$300) per hour for partners for these additional services. These charges shall then be billed to those land use applicants whose applications have required the provision of these legal services through their application escrows.

### **Miscellaneous**

K&B will render monthly bills that will include a description of the services our firm performed during the month in question. The services K&B will perform pursuant to the Annual Retainer will be separately billed from the services K&B performs on an hourly basis.

Mayor Justin Arest  
and Village Board of Trustees  
April 16, 2024  
Page 4

Thus, the Village will receive one (1) monthly bill from K&B for services within the fixed retainer and, where applicable, separate bill(s) for matter(s) to which K&B has rendered services on an hourly basis. K&B's practice is to submit a cover page that lists each separate matter by matter description and amount billed to that matter. As stated above, each separate invoice will include a description of the services performed during the month in question, the attorney or attorneys who performed the services, the date or dates on which they were performed and the time expended by each said attorney or paralegal. For any services for which K&B is to be compensated on an hourly basis, the hourly rate will be included as well.

K&B anticipates payment of its monthly statements to be made within thirty (30) days of the Village's receipt of a monthly invoice of services rendered.

Any out-of-pocket disbursements K&B incurs such as court filing fees, reproduction costs for documents, overnight mail charges, telecopying, messenger fees, parking and other local travel expenses, long-distance telephone calls, court reporting fees for depositions and hearing transcripts and other similar fees and expenses and other such extraordinary fees or expenses will be billed separate and are payable in addition to the legal fees. These expenses also will be billed on a monthly basis and will be detailed on each bill.

In the event a dispute arises relating to fees under this engagement, the Village has the right to seek arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. A copy of Part 137 will be provided to the Village upon its request.

The Village has the right, at any time, to terminate this engagement upon written notice to K&B. Immediately upon receipt of such written notice, K&B will cease to render any further services. Should the Village elect to exercise its right of termination, the Village will have the continuing obligation to pay all fees for services rendered and disbursements incurred prior to such termination. Once such fees and disbursements have been paid in full, we will cooperate in arranging for the transfer of files and records to you or your designee.

K&B may terminate this engagement and withdraw from representing the Village at any time with the consent of the Village or for good cause. Should we elect to exercise said right, the Village agrees to cooperate and free K&B of any obligation to perform further services on the Village's behalf and to pay in full all sums due to K&B for work performed and disbursements incurred prior to such withdrawal. For these purposes "good cause" shall be deemed to include: (i) those instances in which the Village fails to meet its obligations under this Agreement and continues to fail to do so for thirty (30) or more days after written notice of such failure; (ii) the Village's refusal to cooperate with K&B; and (iii) any circumstance which would render our continuing representation of the Village unethical, impracticable or unlawful.

It is expressly understood that K&B does not guarantee or predict any result whatsoever in connection with the legal services to be performed on the Village's behalf. Further, this Agreement shall be deemed to exclude matters not expressly included herein. We will consult with the Village, through the Village Manager and Board of Trustees, prior to undertaking to

Mayor Justin Arest  
and Village Board of Trustees  
April 16, 2024  
Page 5

perform any services with regard to such excluded matters, and we will enter into a separate retainer arrangement as to such services.

This Agreement sets forth the complete agreement and understanding of the parties. It shall not be changed except upon the mutual consent of the parties reduced to a writing signed by both parties.

This letter fully sets forth the details of K&B's Retainer Agreement with the Village. Once again, K&B appreciates the confidence the Village has placed in our firm and looks forward to attending to the Village's legal needs.

Very truly yours,

*/s/ Nicholas M. Ward-Willis*

Nicholas M. Ward-Willis

**APPROVED AND ACCEPTED ON THE**  
\_\_\_ DAY OF \_\_\_\_\_, 2024

**VILLAGE OF SCARSDALE**

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By: Alex Marshall, Acting Village Manager  
Village of Scarsdale