

**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  
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Village Board of Trustees Agenda

May 14, 2024

Village Board of Trustees Meeting - 8:00 PM

Roll Call

Pledge of Allegiance

Mayor's Comments

Manager's Comments

Public Comment

Trustee Liaison Reports

Bills

- Trustee Gans

Minutes

- Minutes from the April 30, 2024 Village Board Regular Meeting

Agenda Items

- Resolution for Award of a Contract for The Purchase of In-Car Cameras - Trustee Brew
- Resolution Considering Approving a Contract for Emergency Vehicle Upfitting from East Coast Emergency Lighting - Trustee Brew
- Resolution for Introduction And Scheduling of Public Hearing on Proposed Local Law Amending Village Land Use Regulations - Trustee Gans
- Resolution for Award of a Contract for Automatic License Plate Readers - Trustee Mazer

### Written Communications

- Public Comments Received between April 24, 2024 and May 8, 2024

### Town Board Meeting - May 14, 2024

- Minutes from the April 09, 2024 Town Board Regular Meeting
- Minutes from the May 06, 2024 Town Board Special Meeting
- Report of the Custodian of Taxes

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

### Future Meeting Schedule

- May 23, 2024
  - 7:00 PM - Joint Field Study Update
- May 28, 2024
  - 6:00 PM - Work Session
  - 7:30 PM - Agenda Committee
  - 8:00 PM - Village Board Regular Meeting

### Motion to Adjourn



**Date:** Tuesday, May 14, 2024

**Re:** Minutes from the April 30, 2024 Village Board Regular Meeting

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***Village Clerk's Office***

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**ATTACHMENT(S):**

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

**Date:** Tuesday, May 14, 2024

**Re:** Resolution for Award of a Contract for The Purchase of In-Car  
Cameras - Trustee Brew

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***Police Department***

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**ATTACHMENT(S):**

- [Resolution](#)
- [Memo from Lt. DelBene \(May 2024\)](#)
- [Memo from Lt. DelBene \(May 2023\)](#)
- [Sourcewell - Motorola Contract](#)
- [Motorola Quote](#)
- [Contract Pricing](#)

**Resolution Re: Award Of a Contract for The Purchase of In-Car 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 Police Department has reviewed the Contract #101223-MOT from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of three Motorola In-Car Cameras for use in police vehicles; now, therefore, be it

RESOLVED, that the Village Board of Trustees authorize the Village Manager to utilize Sourcewell Contract #101223-MOT to purchase the aforementioned Motorola In-Car Cameras, in substantially the same form and terms as attached hereto, from Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661, in the amount of \$24,174.60; and be it further

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

Date: May 14, 2024



## Scarsdale Police Department Inter-Departmental Memo

To: Chief Maturro

From: Lt. DelBene

Date: May 1, 2024

Subject: Purchase of 3 Motorola M500 In-Car Cameras

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Chief,

It is my recommendation to purchase 3 Motorola In-Car Cameras to equip 3 vehicles with this technology. As you know, the department has purchased 45 Motorola body-worn cameras and the on-site server that is used to store evidentiary videos. In addition, with the purchase of the body-worn cameras, we have access to Motorola's Evidence Library (EL). EL allows us to upload, store, manage and share all the videos taken by our officers. In addition, patrol vehicles 2, 6, and 8 currently are using the Motorola M500 In-Car camera.

My recommendation to purchase and equip three more patrol vehicles with this specific camera is to ensure the smooth continuity of operations. We currently have the back-end infrastructure to support the equipment, we currently pay a yearly maintenance agreement to Motorola for our equipment, and our officers have been trained to use this equipment. By continuing with Motorola Solutions, we would not have to purchase an additional server or other storage solution for a different product or pay an additional maintenance agreement to another company.

Lastly, Motorola Solutions has a contract with Sourcewell. I have attached the contract and pricing document to this memo.

Lt. Steven DelBene



## Scarsdale Police Department Inter-Departmental Memo

To: Chief Matturro  
From: Lt. Steven DelBene  
Date: May 30, 2023  
Subject: M500 In-Car Camera Quote

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Chief,

I am aware that any department purchase over \$5,000.00 requires three quotes to help ensure that we are being as fiscally responsible as possible. However, I did not proceed with obtaining three quotes for an in-car camera. The reason I did not acquire three separate quotes for this purchase is that the Motorola Solutions M500 Camera System seamlessly integrates with our Motorola Solutions Body-Worn Camera System.

Currently, Car 8 has an M500 In-Car Camera System in the vehicle. We have found that the product exceeds our standards for transparency and accountability. The software used to review, save, and forward information for discovery purposes is easy to use. It also happens to be the same software required for use with our Body-Worn Cameras. The M500 In-Car Camera System can also download videos and charge our officers' body-worn cameras. Without the M500 system, officers needing to charge their body-worn cameras would need to place them out-of-service to utilize the charging stations located within our department. As our policies require officers to wear their body-worn cameras while on calls, this would effectively place an officer out-of-service for the time needed to charge their camera.

A potential added benefit is the fact that the M500 Camera comes with an ALPR installed within the camera itself. Prior to committing to this type of ALPR, the hardware would need to be tested by our officers to ensure that it produces the same quality reads as our current ELSAG vehicle-mounted LPRs. If it does, the potential cost savings over the ELSAG product will be significant.

Respectfully,

Lt. Steven DelBene

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Supplier).

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

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. Supplier warranties for Equipment, Products, and Services furnished are set forth in Supplier's then-current Motorola Solutions Customer Agreement which will be made available to Participating Entities at the time of purchase. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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

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

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

Freight, title and risk of loss terms will be as set forth in Supplier's then-current Motorola Solutions Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier will require the use of Supplier's then-current Motorola solutions Customer Agreement, and related addenda, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

In the event of termination under this subsection 6.D the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed prior to the date of the termination.

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and

- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under this Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier's obligations to indemnify or hold harmless Participating Entities will be as set forth in Supplier's Motorola Solutions Customer Agreement and related addenda.

## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default unless a force majeure event causes the default):

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

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

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

## **18. INSURANCE**

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

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

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

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

Limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

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

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

Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Limits:

\$2,000,000 per claim

\$2,000,000 – annual aggregate

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

Limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## 19. COMPLIANCE

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

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

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

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

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

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

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

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 1/31/2024 | 1:58 PM CST

DocuSigned by:  
*Norberto Colon*  
9AC8D7AC03B5427...  
By: \_\_\_\_\_  
Norberto Colon  
Title: VP Sales MSSSI  
Date: 1/31/2024 | 1:27 PM CST

Approved:

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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## Vendor Details

Company Name: Motorola Solutions Inc.  
Address: 500 West Monroe Street  
Chicago, Illinois 60661  
Contact: Sarah Saunders  
Email: sarah.saunders@motorolasolutions.com  
Phone: 972-523-3363  
Fax: 214-383-6703  
HST#: 36-1115800

## Submission Details

Created On: Monday September 18, 2023 11:09:28  
Submitted On: Thursday October 12, 2023 11:54:38  
Submitted By: Norberto Colon  
Email: norberto.colon@motorolasolutions.com  
Transaction #: 9a59db4b-4a23-4e99-a7dc-54f75aca0b7b  
Submitter's IP Address: 108.84.197.216

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## Specifications

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

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Motorola Solutions, Inc.  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Motorola Solutions, Inc. and Vigilant Solutions, LLC.   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Motorola Solutions, Inc. and Vigilant Solutions, LLC.   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | 78205   |
| 5         | Proposer Physical Address:   | 500 W. Monroe, Chicago IL 60661   |
| 6         | Proposer website address (or addresses):   | <a href="https://www.motorolasolutions.com/">https://www.motorolasolutions.com/</a>   |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Norberto Colon, VP Sales, MSSSI<br>norberto.colon@motorolasolutions.com<br>216-956-9120   |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Norberto Colon, VP Sales, MSSSI<br>12430 Plaza Drive<br>Parma, Ohio 44130<br>norberto.colon@motorolasolutions.com<br>216-956-9120       |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Sarah Saunders, MV Presales Business Manager<br>500 W. Monroe, Chicago IL 60661<br>551-264-1705<br>sarah.saunders@motorolasolutions.com |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Since 1928, Motorola has proudly served the public safety and government markets by providing reliable, mission critical communications systems, products and services. Although many companies have entered the market over the past 90-plus years, Motorola remains the market leader with a sole focus on the public safety industry.</p> <p>As part of expanding its Video Security and Analytics technology platform, Motorola acquired WatchGuard Video, Inc. (WatchGuard) in July 2019. WatchGuard was founded in 2002 and began full production of its mobile video products in September 2005, with initial shipments of the in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010.</p> <p>We currently have approximately 8,000 law enforcement agencies as body-worn and in-car camera customers, with over 115,000 mobile DVR systems in the field.</p> |
| 11        | What are your company's expectations in the event of an award?   | If awarded, Motorola Solutions expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going through a separate bid/RFP process  |

|    |  |  |   |
|----|--|--|---|
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | You can find our Quarterly Earning and other financial information at <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a> . Motorola Solutions Annual reports from 2010 to the present can be found here: <a href="http://investors.motorolasolutions.com/AnnualReports">http://investors.motorolasolutions.com/AnnualReports</a>  | * |
| 13 | What is your US market share for the solutions that you are proposing?   | "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a>  | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?   | We do offer products and services in Canada. "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a> | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Motorola Solutions, Inc. ("Motorola" ) is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: <a href="http://investors.motorolasolutions.com/Docs">http://investors.motorolasolutions.com/Docs</a>  | * |

|    |   |   |
|----|---|---|
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 400 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturer's Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers.</p> <p>The Manufacturer's Representative (MR) Sales Program requires its representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.</p> <p>The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.</p> <p>Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with various training and certifications. The Motorola specific training consists of a combination of both online and instructor led training. The instructor-led training includes lab work where the technician gets hands-on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam.</p> |
| 17 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>  | <p>Personnel who would support the equipment and implementation in support of Public Safety Surveillance systems would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.</p>   |
| 18 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>   | <p>Motorola Solutions, Inc. ("Motorola" ) asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity .</p>  |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|           |   |   |
|-----------|---|---|
| <p>19</p> | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p>Company<br/>           Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength.<br/>           Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021<br/>           The Wall Street Journal Management Top 250, No. 108, 2020<br/>           Bloomberg 50 Companies to Watch in 2020, 2019<br/>           Government Technology GovTech 100, 2021<br/>           Employer<br/>           We've been consistently recognized for our commitment to inclusion and diversity , as well as providing fair working conditions for our employees.<br/>           Forbes America's Best Large Employers, 2021<br/>           FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021<br/>           Built In 100 Best Large Companies to Work For, 2021<br/>           Built In Chicago 100 Best Places to Work in Chicago, 2021<br/>           Human Rights Campaign Corporate Equality Index, 2021<br/>           ComputerWorld Best Places to Work in IT, 2020<br/>           Fast Company's 100 Best Workplaces for Innovators, 2020<br/>           Forbes America's Best Employers for Diversity , 2020<br/>           Disability Equality Index Best Places to Work, 2020<br/>           Bloomberg Gender Equality Index, 2019<br/>           WayUp Top 100 U.S. Internship Programs, 2019<br/>           Corporate Responsibility<br/>           We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.<br/>           Barron's 100 Most Sustainable Companies, No. 19, 2020<br/>           Newsweek America's Most Responsible Companies, 2021<br/>           The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020<br/>           Innovation<br/>           Our products and solutions are consistently recognized for excellence in design. To date, we've e earned more than 90 awards for distinction in innovation.<br/>           Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT<br/>           APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020<br/>           iF Design Award, 20 awards since 2009<br/>           Red Dot Design Award, 19 awards since 2008<br/>           Australia Good Design Award, 19 awards since 2009<br/>           Japan Good Design Award, 3 awards since 2014<br/>           International Design Excellence Awards, 14 awards since 1996<br/>           Chicago Athenaeum Good Design Awards, 5 awards since 2014<br/> <a href="https://www.motorolasolutions.com/en_us/about/company -overview/recognition.html">https://www.motorolasolutions.com/en_us/about/company -overview/recognition.html</a></p> |
| <p>20</p> | <p>What percentage of your sales are to the governmental sector in the past three years</p>                       | <p>Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing “ purpose-built” solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers.<br/>           Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx</a></p>  |

|    |  |   |   |
|----|--|---|---|
| 21 | What percentage of your sales are to the education sector in the past three years  | Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing “ purpose-built” solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers.<br>Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx</a> | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Motorola Solutions holds numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are some of our other top valued frame agreements.  | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Motorola Solutions does not have a direct GSA contract for Surveillance products.   | * |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *           | Contact Name *      | Phone Number * |   |
|-------------------------|---------------------|----------------|---|
| Bettendorf, Iowa        | Lt. Andrew Champion | 563-529-3298   | * |
| Eddy County, New Mexico | Lt. Amy Douglas     | 575-887-7551   | * |
| City of Salem, OR       | Rain Fields         | 503-763-3452   | * |

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

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work *            | Size of Transactions * | Dollar Volume Past Three Years * |   |
|-------------|---------------|--------------------|----------------------------|------------------------|----------------------------------|---|
| Various     | Government    | Pennsylvania - PA  | Public Safety Surveillance | Various                | \$420,975                        | * |
| Various     | Government    | Indiana - IN       | Public Safety Surveillance | Various                | \$409,309                        | * |
| Various     | Government    | Tennessee - TN     | Public Safety Surveillance | Various                | \$351,662                        | * |
| Various     | Government    | Texas - TX         | Public Safety Surveillance | Various                | \$268,740                        | * |
| Various     | Government    | Iowa - IA          | Public Safety Surveillance | Various                | \$144,099                        | * |

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

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|           |          |            |

|    |   |   |   |
|----|---|---|---|
| 26 | Sales force.  | Motorola Solutions has a direct sales force in the United States of over 400 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represent our total sales force. We have a presence in all 50 states in the US and in all 10 provinces in Canada. | * |
| 27 | Dealer network or other distribution methods.   | Motorola Solutions has 170+ Manufacturer Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives.   | * |
| 28 | Service force.  | Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states.   | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Orders placed by a direct sales team or by one of our MR's will be placed with Motorola Solutions. Our MR's have access to similar ordering tools so that experience of the customer is seamless regardless of the sale being initiated by a Motorola Solutions direct employee or one of our MR's          | * |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.</p> <p><b>Centralized Managed Support Operations</b><br/>The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO" ) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.</p> <p>The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM" ) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.</p> <p>The CMSO coordinates with the field service organization that will serve the Customer locally.</p> <p><b>Customer Support Manager</b><br/>A Motorola Solutions Customer Support Manager ("CSM" ) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.</p> <p>The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.</p> <p>The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.</p> <p><b>Repair Depot</b><br/>The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.</p> <p><b>MyView Portal</b><br/>Supplementing the CSM and the Service Desk as the Customer points of contact, My View Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:</p> <ul style="list-style-type: none"> <li>• Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.</li> <li>• Network Hardware Repair: Track return material authorizations ("RMA" ) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.</li> <li>• Security Update Service: View available security updates. Access available security update downloads.</li> <li>• Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.</li> </ul> <p>The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.</p> <p><b>Quality Team</b><br/>Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner.</p> <p>The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p><b>Response Times</b><br/>Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.</p> |
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| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customers and meeting our commitments that go back decades.     | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Motorola Solutions will be fully servicing all Federal, Provinces, and government and education entities in Canada.   | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Motorola Solutions will be fully serving all Federal, State, and government and education entities. With the United States and Canada.  | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Within the United States, we will be fully serving all Federal, State, and government and education entities.   | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories. | * |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Motorola Solutions has a strong and well-established Sales and Marketing function. It is organized into several teams:</p> <p>Global Product Marketing: responsible for promotion of individual products and solutions.</p> <p>Regional Customer Insight Marketing: responsible for marketing campaigns tailored to customer needs.</p> <p>Field Marketing: responsible for sales enablement and account-based marketing.</p> <p>Direct Sales: responsible for engaging with larger agencies and custom-designed deployments.</p> <p>Channel Sales: responsible for managing smaller customers, or those who need a more local presence. Selected products are also available through our Avigilon-branded channel partner networks.</p> <p>We undertake to promote our products, solutions and services to everyone in the Sourcewell program. Regional CI Marketing will review the list of participating agencies and reach out to them individually and collectively to promote our public safety video security solutions.</p> <p>Our Field Marketing and Events teams will ensure that prospective customers have access to product demos, either on-premises or at one of our customer experience centers in Chicago IL, Dallas TX, Vancouver BC or Fort Lauderdale FL.</p> <p>The Global Product Marketing team will publish case studies of customers around the world who have deployed our solutions with successful outcomes. We will make these customers available for direct consultation with Sourcewell participating agencies wherever possible.</p> <p>All leads will be passed to our Direct and Channel Sales Teams for further development.</p>   |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>Motorola Solutions uses multiple channels of communication to reach our markets. We maintain official corporate social media channels on Facebook, LinkedIn, Instagram, YouTube and X. We also encourage our employees to post content on their own social media accounts, and to engage customers and prospects on social media wherever appropriate.</p> <p>The company has websites available worldwide, segmented into 4 different regions and translated into 12 different languages. We are continually monitoring and optimizing the performance of the pages, to ensure that we reach the maximum possible audience. Visitors can use the on-page chat feature for immediate information, or the "contact us" links to request a callback.</p> <p>We host a blog ( <a href="https://www.google.com/url?q=https://blog.motorolasolutions.com/en_us/&amp;sa=D&amp;source=docs&amp;ust=1697125837311213&amp;usg=AOvVaw2mygvGahzKj-RuUzWu5HA4">https://www.google.com/url?q=https://blog.motorolasolutions.com/en_us/&amp;sa=D&amp;source=docs&amp;ust=1697125837311213&amp;usg=AOvVaw2mygvGahzKj-RuUzWu5HA4</a> ) on our website, where industry experts regularly post insights and best practices regarding the deployment of our technology. Within the Support portal, there is also a community area, where our customers can exchange ideas, share information, and request technical guidance.</p> <p>Our marketing call center uses data on public contact lists to reach out to agencies who may benefit from our technology. Those who express interest are passed to our sales teams for follow-up.</p> <p>We use our digital campaign tools to send regular updates to buyers on new products, new commercial offers, and periodic promotions. For more information, they are directed to campaign pages, where they can download white papers, buyers' guides and FAQs in exchange for their contact information.</p> <p>Post-sale, we have a well-developed product update communication process that ensures customers stay up-to-date with the latest features and enhancements on products they have purchased.</p> |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>We would appreciate Sourcewell's assistance in promoting the community benefits associated with successful deployments of Motorola Solutions technology. We propose creating short case study videos that could be published on Sourcewell's News page ( <a href="https://news.sourcewell-mn.gov/">https://news.sourcewell-mn.gov/</a> ), for other agencies to view.</p> <p>Our sales process already includes several cooperative purchasing organizations, and we are confident that we will be able to give excellent service to all Sourcewell participating agencies.</p>   |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>At present, none of our mobile video products are available through an e-commerce system. We maintain an online shop ( <a href="https://shop.motorolasolutions.com/">https://shop.motorolasolutions.com/</a> ) for some of our radio products and accessories, and may choose to add mobile video products to it in the future.</p>   |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                     | Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: <a href="https://learning.motorolasolutions.com/">https://learning.motorolasolutions.com/</a>   |
| 41        | Describe any technological advances that your proposed products or services offer.  | Record-After-The-Fact™<br>Both V300 and V700 body-worn cameras as well as the M500 in-car video system offer the benefit of Record-After-The-Fact. These devices can be configured to constantly buffer video to their internal storage in addition to recording triggered events. When a recording trigger is activated, the device automatically stores the event alongside the Record-After-The-Fact footage. This gives the Department a very secure and redundant way to store video. Most video systems are able to have pre and post event recording, which adds about 60 to 120 seconds on to the front or back of a recorded event. Record-After-The-Fact however, literally gives the Department the ability to go back in time to recover video from both the in-car cameras and body camera that did not previously initiate a recording. If a critical event occurs and no recording triggers were active, the Department can still go back and capture the video from these devices.<br>Peer-Assisted Recording<br>When configured, an activated VB400 camera will put out a Bluetooth trigger beacon so that an unactivated camera that enters the area will start a recording when it comes within an agency-defined proximity radius. |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload   |
| 43        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload   |
| 44        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.  |
| 45        | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?  | Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.   |

**Table 9: Warranty**

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

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 46        | Do your warranties cover all products, parts, and labor?  | Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us   | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Warranty does not cover products that fail as a result of liquid, lightning or physical damage.   | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | For infrastructure products, warranty does cover travel and mileage expenses for technicians to respond on site. Subscriber warranty is provided through our repair depot.  | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Within the United States and Canada we are able to serve all geographic regions   | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us. | * |
| 51        | What are your proposed exchange and return programs and policies?   | Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.  | * |
| 52        | Describe any service contract options for the items included in your proposal.  | Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.  | * |

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

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 53        | Describe your payment terms and accepted payment methods.  | Motorola Solutions standard payment terms are Net 30. Accepted payment methods include physical checks, wire transfers, Automated Clearing House (ACH) transfers, and credit card payments.  | * |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | Motorola Solutions does provide leasing options through Motorola Customer Financing that can be match funded or advance funded depending on a customer's financial objectives.   | * |
| 55        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Terms and conditions will be governed by the contractual documents provided including the Motorola Solutions Customer Agreement and applicable addenda. The purchaser's ordering document must reference the Sourcewell Motorola Contract to incorporate these terms and conditions. Additional transaction documents will be dependent on the equipment and/or services quoted. | * |
| 56        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.   | * |

**Table 11: Pricing and Delivery**

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

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | The pricing model we are using in this RFP response is showing percentage discounts off of MSRP price for each product category. Our categories are known as Accounting Product Categories or "APCs". The details can be found in the pricing section that has been uploaded with our response. | * |
| 58        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | The discounts provided in our pricing is reflective of a percentage off MSRP. Discounts vary based on each product category.  | * |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts or system incentives may be applied based on the size and scope of the quote /project.   | * |
| 60        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.  | * |
| 61        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Each opportunity is unique and may require a custom quote for these services.   | * |
| 62        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Shipping is included for most products. For those where it is not included, shipping cost will be specifically identified on the quote. Shipping terms are FOB Shipping.  | * |
| 63        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | We have no specific or different freight, shipping, or delivery terms for Alaska, Hawaii or Canada. We currently have customers in all 3 of these locations and can ship to them.   | * |
| 64        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We have no unique distribution and/or delivery methods or options.  | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments   |
|-----------|---|--|
| 65        | d. other than what the Proposer typically offers (please describe). | The pricing offered in this proposal varies based on the solutions / items and scope selected by the customer. In some cases it's the same we offer municipality, university, school districts or other GPOs, cooperative procurement organizations, or state purchasing departments but oftentimes if better. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 66        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO, HGAC contracts for over a decade. We currently use this method for our various Sourcewell contracts. |
| 67        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path.<br>We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.                                   |
| 68        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | We are proposing a 1% admin fee that will be calculated off of total sales under this contract.   |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 69        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | At Motorola Solutions, our history of innovation for public safety is part of who we are. Motorola Solutions believes that transparency in public safety starts with every police officer being outfitted with a body-worn camera, and that it should be as commonplace as the badge they wear. The proposed products all have the common goal of providing agencies with a fully unified solution and ecosystem.<br>The goal of Motorola Solutions' technology umbrella is to provide best-of-breed products capable of integrating to reduce the steps in the officer's workflow and provide automation to increase efficiency and productivity. Examples of this include integrations with the Motorola APX radios, in-car and body-worn camera activation triggers, and CAD/RMS integration (automatically associate CAD information with recorded video). These integrations allow the systems to communicate and share information to reduce the number of touch points for the officer and dispatch, which allows them to focus on the critical events at hand.<br>The Motorola Solutions ecosystem provides an end-to-end software suite purpose built for public safety. It enables information to be entered once, at any point in your operations, and shared by everyone—from call to case closure. |
| 70        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | In-Car Video Cameras, Body-Worn Cameras, License Plate Readers, Interview Room Systems, Evidence Management Software & Hardware Cloud, Hybrid, and On-Premise Storage Solutions.  |

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

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

| Line Item | Category or Type   | Offered *  | Comments  |
|-----------|--|--|---|
| 71        | Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The proposed hardware provides a breadth of hardware solutions to fit an agency's needs.  |
| 72        | Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.                                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Motorola Solutions LPR fixed or mobile cameras can be utilized regardless of the necessary location. Our offerings have the ability to be affixed to buildings, the inside or outside vehicles, and high traffic area vantage points to ensure safety                       |
| 73        | Video capable threat and weapons detection.  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Our current hardware and software suites do not provide the ability to utilize AI visual threat and weapons detection, though may be a feature available in future offerings.   |
| 74        | Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our offering includes several related and complementary equipment/software such as chargers, mounts, brackets, cables, microphones, DEMS software and streaming software. Any service and related accessory related to our Public Safety Surveillance solution is included. |
| 75        | Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our offering includes all of the above.   |
| 76        | Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our offering includes all of the above.   |
| 77        | Services complementary to the offering above, including training, installation, and administration of warranty programs.   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our offering includes all of the above.   |

**Table 15: Industry Specific Questions**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 78        | Describe the security features of your proposed solutions in relation to data security. | Our Body-Worn and In-Car Video Camera data security features include:<br>Encryption of data at rest and in transit.<br>CJIS compliance.<br>FIPS-140-2 compliance.<br>Data security is elevated with encryption at rest and in transit technology. Video, audio and metadata is encrypted at rest and in motion using FIPS-140-2 compliant encryption.<br>Motorola Solutions body-worn solutions will not allow users to save or download videos directly from the camera to a USB or other external drive/device. There are no cables that directly connect to the camera. Video may only be accessed for downloading and saving when the camera is connected to its paired DEMS environment. |

|    |  |   |
|----|--|---|
| 79 | Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.                           | <p>CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.</p> <p>CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to its associated Digital Evidence Management System. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.</p> <p>Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.</p> |
| 80 | Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems. | <p>Motorola has several APIs on hand that allows integration with other third party CAD and RMS systems to allow searching, tagging, etc. Our professional service team engages with the utilized CAD vendor to discuss the integration. When paired with our in-car camera system, the V300/V700 recordings automatically inherit the properties, including the event tag(s) of the in-car recording. CAD/RMS integration is also available to allow auto tagging.</p> <p>Aside from customizations of standard system options, customers have the ability to request API customization for CAD and RMS integration with third party vendors. Motorola offers our own CAD and RMS solutions which can be integrated as one "ecosystem" ensuring compatibility and long term support.</p> <p>Available metadata includes:</p> <ul style="list-style-type: none"> <li>Date / Time</li> <li>GPS</li> <li>Officer Name</li> <li>Event Category</li> <li>Badge ID</li> <li>Stream Quality</li> <li>Unit / Camera ID</li> <li>Time Zone</li> <li>Software Version</li> <li>Serial Number</li> <li>MAC ID</li> <li>Battery Level</li> <li>Temperature</li> <li>Power On</li> <li>Power Off</li> <li>Record Start</li> <li>Record Stop</li> <li>Docked/Undocked</li> <li>Covert On / Off</li> </ul>  |
| 81 | Describe how your system allows for secured sharing of videos – file sharing systems.  | <p>Motorola Solutions' DEMS provides multiple means and workflows for sharing digital evidence with internal users, external partners and prosecuting agencies to meet an entity's procedures and requirements. Internal sharing can be utilized with individual named users or user groups defined by the user's organization. External sharing of assets can be accomplished in the same manner, with individual external users and user groups that can be managed by the customer within their own Motorola DEMS environment as part of your deployment.</p> <p>External link sharing allows link based shares to individuals who are not users within Motorola DEMS. Sharing allows time restricted access and permission controls for viewing annotations, viewing metadata, or ability to download content. All metadata are accessible to the user and can be viewed prior to sharing. Users can also provide permission to allow the shared user to view metadata as well.</p>   |
| 82 | Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.  | <p>Our on-premise DEMS solution is CJIS compliant.</p> <p>Our cloud solutions use the Microsoft Azure Government environment and is a CALEA and CJIS certified data center.</p> <p>In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.</p>  |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing \_ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:58:55
  - [Financial Strength and Stability](#) - Financial Strength and Stability \_ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:03
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Information \_ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:11
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents \_ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:19
  - [Upload Additional Document](#) - Additional Documents.zip - Thursday October 12, 2023 10:00:15
  - [Requested Exceptions](#) - Requested Exceptions \_ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 10:01:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Norberto Colon, TVP, MSSSI, Motorola Solutions, Inc.

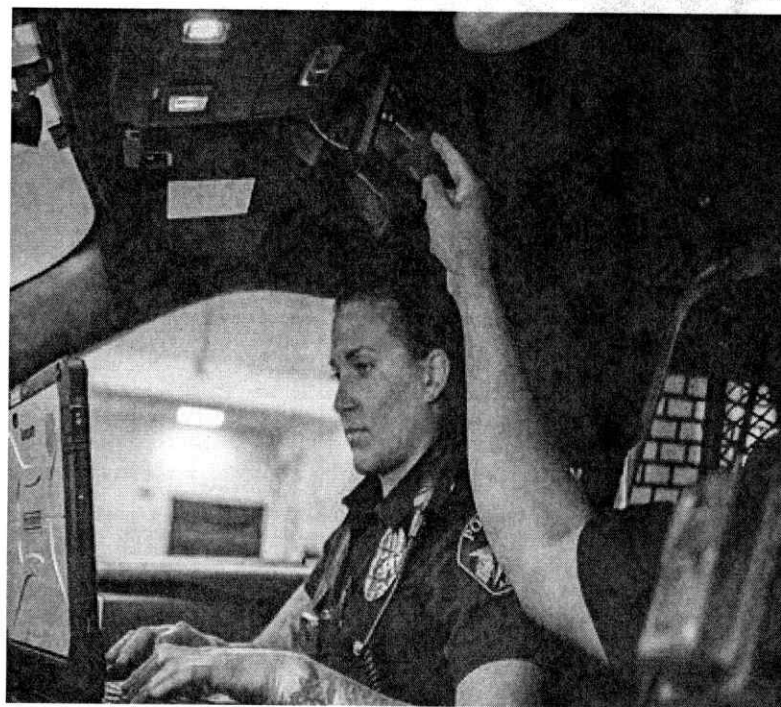
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

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

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

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_11_RFP_101223_Public_Safety_Surveillance</b><br>Thu October 5 2023 08:32 AM   | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_10_RFP_101223_Public_Safety_Surveillance</b><br>Mon October 2 2023 03:56 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_9_RFP_101223_Public_Safety_Surveillance</b><br>Tue September 26 2023 03:16 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_8_RFP_101223_Public_Safety_Surveillance</b><br>Thu September 21 2023 04:09 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_7_RFP_101223_Public_Safety_Surveillance</b><br>Thu September 21 2023 07:35 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_6_RFP_101223_Public_Safety_Surveillance</b><br>Wed September 20 2023 12:49 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_RFP_101223_Public_Safety_Surveillance</b><br>Mon September 18 2023 03:49 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_RFP_101223_Public_Safety_Surveillance</b><br>Fri September 15 2023 10:52 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_RFP_101223_Public_Safety_Surveillance</b><br>Tue September 5 2023 03:47 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_RFP_101223_Public_Safety_Surveillance</b><br>Fri August 25 2023 01:53 PM    | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_1_RFP_101223_Public_Safety_Surveillance</b><br>Fri August 25 2023 11:11 AM    | <input checked="" type="checkbox"/>                                | 2     |



## SCARSDALE POLICE DEPARTMENT

M500(3)

04/10/2024

Billing Address:  
 SCARSDALE POLICE  
 DEPARTMENT  
 POST & FENIMORE  
 SCARSDALE, NY 10583  
 US

Quote Date:04/10/2024  
 Expiration Date:07/09/2024  
 Quote Created By:  
 Catherine Kranich  
 Katie.Kranich1@  
 motorolasolutions.com

End Customer:  
 SCARSDALE POLICE DEPARTMENT

Payment Terms:30 NET

USE: A-3120-PTRL-PTRL-200 20- Equipment

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

| Line #             | Item Number       | Description                               | Qty | Term   | Sale Price              | Ext. Sale Price |
|--------------------|-------------------|---|-----|--------|-------------------------|-----------------|
|                    | M500              |   |     |        |                         |                 |
| 1                  | WGB-0703A         | M500 ICV SYSTEM, V300 WIFI DOCK, SPS      | 3   |        | \$6,015.00              | \$18,045.00     |
| 2                  | WGP02225-100-KIT2 | BRKT4RE DI/VISTA/CAMVR 07-14TAH11-19EXPL  | 2   |        | Included                | Included        |
| 3                  | WGP02225-600-KIT2 | BRKT 4RE DISP/BWCBASE/ CAMERAMNTVISOR     | 1   |        | Included                | Included        |
| 4                  | WGB-0189A         | MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT   | 3   |        | \$328.00                | \$984.00        |
| 5                  | WGW00122-303      | IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE | 3   |        | \$500.00                | \$1,500.00      |
| 6                  | WGW00502          | M500 EXTENDED WARRANTY                    | 3   | 5 YEAR | \$1,215.20              | \$3,645.60      |
| <b>Grand Total</b> |                   |   |     |        | <b>\$24,174.60(USD)</b> |                 |

PO # 2024-00000409

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



## M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
  - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.





- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



Sourcewell RFP # 101223 - Public Safety Video Surveillance Solutions

| APC-Based Mobile Video Price List*                                    |   |  |                   |
|---|---|--|-------------------|
| Body Worn Camera Systems  |   |  |                   |
| APC   | Category  | Description  | Discount Off MSRP |
| 852   | Body Worn Video Camera (Vista, V300, V700)            | Body Worn Camera Hardware                          | 20.00%            |
| 840   | Body Worn Video Camera (Vista, V300, V700)            | Systems Integration / Deployment                   | 0.00%             |
| 853   | Body Worn Video Camera (Vista, V300, V700)            | Mobile Video Software Maintenance                  | 20.00%            |
| 854   | Body Worn Video Camera (Vista, V300, V700)            | Mobile Video Hardware Maintenance & Services       | 20.00%            |
| 899   | Body Worn Video Camera (Vista, V300, V700)            | Body Worn Camera As - a - Service                  | 0.00%             |
| 897   | Body Worn Video Camera (Vista, V300, V700)            | Software Maintenance As - a - Service              | 0.00%             |
| 898   | Body Worn Video Camera (Vista, V300, V700)            | Hardware Maintenance As - a - Service              | 0.00%             |
| 914   | Body Worn Video Camera (Vista, V300, V700)            | Systems Integration As - a - Service               | 0.00%             |
| 663   | Body Worn Video Camera (VB400)                        | BWCs, Licenses and Accessories                     | 0.00%             |
| 667   | Body Worn Video Camera (VB400)                        | Installation Services                              | 0.00%             |
| 683   | Body Worn Video Camera (VB400)                        | Extended Warranties                                | 0.00%             |
| 695   | Body Worn Video Camera (VB400)                        | Cloud Subscriptions                                | 0.00%             |
| In Car Video Systems  |   |  |                   |
| 851   | In Car Video (4RE, M500)                              | Mobile Video In Car Video                          | 20.00%            |
| 840   | In Car Video (4RE, M500)                              | Systems Integration / Deployment                   | 10.00%            |
| 853   | In Car Video (4RE, M500)                              | Mobile Video Software Maintenance                  | 20.00%            |
| 854   | In Car Video (4RE, M500)                              | Mobile Video Hardware Maintenance & Services       | 20.00%            |
| 894   | In Car Video (4RE, M500)                              | Mobile Video In Car Video As - a - Service         | 0.00%             |
| 897   | In Car Video (4RE, M500)                              | Software Maintenance As - a - Service              | 0.00%             |
| 898   | In Car Video (4RE, M500)                              | Hardware Maintenance As - a - Service              | 0.00%             |
| 914   | In Car Video (4RE, M500)                              | Systems Integration As - a - Service               | 0.00%             |
| Interview Rooms   |   |  |                   |
| 612   | Interview / Interrogation Room Video and Recording    | Interview Room Subscription                        | 0.00%             |
| 616   | Interview / Interrogation Room Video and Recording    | Interview Room Software, Command Central Evidence, | 0.00%             |
| 331   | Interview / Interrogation Room Video and Recording    | Interview Room Delivery Services                   | 0.00%             |
| 708   | Interview / Interrogation Room Video and Recording    | Edge Appliance                                     | 10.00%            |
| 207   | Interview / Interrogation Room Video and Recording    | Microphone   | 10.00%            |
| 915   | Interview / Interrogation Room Video and Recording    | Camera Equipment                                   | 10.00%            |
| 851   | Interview / Interrogation Room Video and Recording    | Light Switch                                       | 10.00%            |
| 178   | Interview / Interrogation Room Video and Recording    | POE Switch   | 10.00%            |
| Software  |   |  |                   |
| 217   | Mobile Video  | LMS Onboarding, LEARNER Subscription               | 0.00%             |
| 612   | Mobile Video  | CC Aware, Integration                              | 0.00%             |
| 616   | Mobile Video  | Command Central Evidence                           | 0.00%             |
| 315   | Mobile Video  | Records Management                                 | 0.00%             |
| 413   | Mobile Video  | Field Response Application                         | 0.00%             |
| 259   | Mobile Video  | Community Interaction Tool                         | 0.00%             |
| 217   | Mobile Video  | LEARNER LXP  | 0.00%             |
| 696   | Mobile Video  | Software Maintenance                               | 20.00%            |
| License Plate Reader Systems  |   |  |                   |
| 650   | Automated License Plate Readers and Recording Devices | Vaas PS HW / Vigilant Hardware                     | 10.00%            |
| 665   | Automated License Plate Readers and Recording Devices | Vaas PS Delivery / Vigilant Delivery Services      | 0.00%             |
| 669   | Automated License Plate Readers and Recording Devices | Vaas PS Support / Vigilant Support Services        | 10.00%            |
| 693   | Automated License Plate Readers and Recording Devices | Vaas PS SaaS / Software As - a - Service           | 10.00%            |
| * Discounts do not apply to 3rd party hardware, software, or services |   |  |                   |

**Date:** Tuesday, May 14, 2024

**Re:** Resolution Considering Approving a Contract for Emergency  
Vehicle Upfitting from East Coast Emergency Lighting - Trustee  
Brew

**COVER PAGE**  
***Police Department***

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**ATTACHMENT(S):**

- [Resolution](#)
- [East\\_Coast\\_Emergency\\_Lighting\\_Contract Updated](#)
- [Estimate](#)

**Resolution Re: Considering Approving a Contract for Emergency Vehicle Upfitting from East Coast Emergency Lighting**

WHEREAS, pursuant to New York State General Municipal Law Section 103(16), the Village of Scarsdale is authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was awarded to the lowest responsible bidder or on the basis of best value consistent with General Municipal Law Section 103 and made available for use by other governmental entities; and

WHEREAS, the Village of Rye Brook, which is a political subdivision of the State of New York, solicited competitive bids for the furnishing, upfitting, and delivery of emergency vehicles (collectively referred to as “emergency vehicle upfitting”); and

WHEREAS, by resolution adopted on February 13, 2024, the Village of Rye Brook awarded a five-year agreement for emergency vehicle upfitting to East Coast Emergency Lighting, 200 Meco Drive, Millstone Twp, NJ 08535, the lowest responsible bidder, which agreement, through the incorporated information for bidders, was made available for use by any political subdivision to any other governmental entities per the same terms and conditions set forth in the agreement when permitted by law; and

WHEREAS, the Scarsdale Police Department staff believe that contracting for emergency vehicle upfitting through the Agreement between East Coast Emergency Lighting. and the Village of Rye Brook is in the best interests of the Village of Scarsdale; now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Scarsdale authorizes emergency vehicle upfitting services from East Coast Emergency Lighting through the Agreement awarded by the Village of Rye Brook to East Coast Emergency Lighting on February 13, 2024 at the rates set forth in the agreement awarded by the Village of Rye Brook; and be it further

RESOLVED, that the Village Manager is authorized to take any administrative acts as may be required pursuant to this agreement.

Date: May 14, 2024

*EST COAST*

VILLAGE OF RYE BROOK

**DEPARTMENT of PUBLIC WORKS  
And ENGINEERING**



**CONTRACT #24-01**

***BID***  
***EMERGENCY VEHICLE UPFITTING***

**CHRISTOPHER BRADBURY**  
VILLAGE ADMINISTRATOR/CLERK

**MICHAL J. NOWAK**  
SUPERINTENDENT OF PUBLIC WORKS  
AND ENGINEERING



---

**VILLAGE OF RYE BROOK**

**MAYOR**  
Jason Klein

938 King Street, Rye Brook, N.Y. 10573  
(914) 939-0753 Fax (914) 939-5801  
[www.ryebrook.org](http://www.ryebrook.org)

**ADMINISTRATOR**  
Christopher J. Bradbury

**TRUSTEES**  
Susan R. Epstein  
Stephanie J. Fischer  
David M. Heiser  
Salvatore Morlino

**SUPERINTENDENT  
OF PUBLIC WORKS**  
Michal J. Nowak

**NOTICE OF BID**

NOTICE IS HEREBY GIVEN that sealed PAPER BIDS will be received by the Village Administrator of the Village of Rye Brook until 10:00 a.m. on Tuesday, January 30, 2024 at the Office of the Village Administrator, 938 King Street, Rye Brook, New York, 10573, at which time and place said sealed Bids will be publicly opened and read aloud for the furnishing, upfitting, and delivery of the following:

**Contract 24-01**  
**Emergency Vehicle Upfitting**

Specifications and Proposal Forms will be available on Friday, January 12, 2024 at the Office of the Village Administrator. A Proposal bond, certified check or bank check in the amount of 5% of the Proposal must accompany the submission. All Bids must be submitted in sealed envelopes plainly marked:

**“Bid 24-01 Emergency Vehicle Upfitting”**

Specifications and Proposal Forms will be additionally available through BidNet ([www.BidNetdirect.com](http://www.BidNetdirect.com)) **BUT BIDS MUST BE SUBMITTED IN PAPER FORMAT WITH BID BOND.**

The Village of Rye Brook reserves the right to accept or reject any and all bids and to waive any informalities at its discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Rye Brook even if such award is to other than the lowest bidder.

All technical questions should be directed to the Superintendent of Public Works and Engineering, Michal J. Nowak at (914) 939-0753 [MNowak@Ryebrook.org](mailto:MNowak@Ryebrook.org)

**Christopher J. Bradbury**  
Village Administrator

Date of Publication: January 12, 2024

## **INSTRUCTION TO BIDDERS**

### **1. DOCUMENTS**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders." A complete set of documents consists of the following:

- i. A bound copy of the bid pages and contract requirements;
- ii. Addenda (if any);

### **2. BIDS**

To be considered, Bids must comply with these Instructions to Bidders. All bids must be submitted on the enclosed Bid Documents, such forms as are set forth in Section C. All blank spaces for bid prices must be completed in words and in figures either typed or written in ink.

Bids that contain omissions, erasures, alterations, additions, or items not called for in the itemized bid, or irregularities of any kind, may constitute adequate cause to reject the bid(s). All bids must be submitted in sealed envelopes plainly marked "**24-01 Emergency Vehicle Upfitting**". Each bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted.

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders. Bids shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened.

### **3. QUALIFICATIONS OF BIDDERS:**

All Bidders Must fill out Section E of their Qualifications, listing their experience and equipment available to provide services as listed under this contract. Each bidder must be licensed and insured.

#### **A. EXPERIENCE**

Each bidder shall submit proof of at least (5) Five years of experience as a Emergency Vehicle warning / communicating systems installer with municipal experience. The Village of Rye Brook, may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform work. The Bidder shall furnish information and data for this purpose as may be required. The village reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Village that such Bidder is properly qualified to carry out the Obligations of this contract and to complete the work contemplated therein within the time frame designated. Fraudulant statements shall cause rejection of Bid(s) and forfeiture of the related bid security.

### **4. CONDITIONS OF WORK**

Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all

labor and equipment necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidder's attention is directed to Item 1 of the Bid Proposal, in which the Bidder certifies that he has a general knowledge of the system being removed and installed. The Bid shall include the complete costs of furnishing all labor and equipment necessary to complete the work in accordance with the Contract and all other expenses incidental thereto.

#### **5. ADDENDA AND INTERPRETATION**

Every request for information or interpretation of Bidding Documents must be addressed in writing to Michal J. Nowak, Superintendent of Public Works / Engineering, 938 King Street, Rye Brook, New York, 10573, with a copy by fax to (914) 939-5801. To be given any consideration requests must be received at least five (5) days prior to the bid opening deadline. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

#### **6. BID SECURITY**

Each Bidder is required to deposit at the time he submits his bid a Bid Bond or certified check in an amount representing Five \$500 Dollars of this bid, payable to The Village of Rye Brook, NY, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Village under the conditions of this Bid. **Bid bond shall be for \$500.**

Bid security will be returned to all except the three lowest formal Bidders within one (1) week after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the Village and the accepted Bidder have executed a Contract. In the event that no contract has been so executed within forty five (45) calendar days after the bid opening date, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, will be returned his bid security. The bid security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

#### **7. MINIMUM EQUIPMENT**

Furnish and maintain all necessary tools and equipment in good working order to provide for a safe work environment at all times in compliance with all governing safety organizations. The minimum equipment necessary to adequately perform the work is as follows:

- a. Enclosed Shop
- b. Access to Listed Manufacturers Products
- c. Qualified / Licensed Retailer of brands requested
- d. 24 / 7 Operation (Emergency Repairs)
- e. Emergency Operation and redundancy
- f. All necessary equipment and labor to perform work listed herein

#### **8. INSURANCE REQUIRED**

The successful Bidder will be required to procure and provide proof to the Village of the following types of insurance, in accordance with the provisions listed in Section G.

1. Workman's Compensation;
2. Public Liability;
3. Village's and Contractor's Protective Liability;
4. Property Damage;
5. Automotive -- (each Vehicle insured for Public Liability and Property Damage);
6. Unemployment Insurance.

#### **9. TERM**

This is 5 year contract, from current Award through May 2024. Remaining 4 years of contract will be June through May. In the event Village of Rye Brook wishes to extend the term of the Contract beyond the Initial Term, the Contract term may be extended for four (4) additional years in one (1) year increments, ("Renewal Terms") under the terms and conditions as listed in this contract unless otherwise noted per resolution.

#### **10. TERMINATION**

The Village may, in its discretion, terminate this contract without cause and without liability whenever the Village deems such termination to be in the best interest by giving the contractor at least thirty (30) days' notice in writing of its intention to do so. The Village shall incur no liability on account of such termination, but the Contractor shall be entitled to payment for services rendered hereunder up to the date of termination.

#### **11. AWARD**

The Village of Rye Brook reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village further reserves the right to reject any or all bids and re-advertise for solicitations of this bid. Award will be as per outline in bid tabulation sheet.

#### **12. GRAND JURY TESTIMONY**

Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

*"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."*

**13. DISQUALIFICATION OF BIDDERS**

Bids will not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

**14. WITHDRAWAL OF BID**

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

**15. INTEREST IN OTHER BIDS**

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contract as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

**16. NON-COLLUSION**

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid. Such statement to be completed is included at the end of Section C.

**17. REQUIRED SUBMISSIONS**

Prior to award, the successful bidder will be required to meet the following requirements:

The successful bidder, if his business is not registered in New York State, must provide the Village with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office). This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

A statement shall be provided by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village, or a relative of an officer or employee of the Village. If such an officer, director or stockholder exists, full disclosure to the Village of their name(s) and relationship(s) is required.

All insurance policies complete and approved by Village Attorney or Risk Manager

3 Recent project references will be required for related Work

Contractor shall submit a copy of all cutsheets of equipment with bid. Any substitutions must be listed and reviewed by Village prior to ordering.

**18. SALES TAX EXEMPTION**

The contractor's attention is directed to the changes made in Section 11 15 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State or any of its political subdivisions, including the Village of Rye Brook, is exempt from State and local retail sales tax and compensating use tax. In formulating their Bids, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates. Rye Brook Tax Certificate is 06-1072255

**19. MEASUREMENT FOR PAYMENT**

All work will be billed based on the schedules attached and or hourly rates. Please note Payment shall be net 45 days.

***(End of Section)***

**Contract #24-01  
EMERGENCY VEHICLE UPFITTING**

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**ADDENDUM**

ADDENDA: The Undersigned hereby acknowledges the receipt of the following Addenda:

Addendum No.

/

Date

1/12/24

**VILLAGE'S RIGHTS RESERVED:** The Undersigned understands that the Village reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal it deems to be in the best interests of the Village.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

DATE: 1/17/24

East Coast Emergency Lighting, Inc  
Legal Name of Vendor

By: Dawn Barzorro  
(Name of Party Authorized to Sign)

ADDRESS: 200 Meeco Drive

Millstone Twp, NJ 08535

Corporate Seal (if corporation)

*Complete Acknowledgements on next page*



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**VILLAGE OF RYE BROOK**

938 King Street, Rye Brook, N.Y. 10573  
(914) 939-0753 Fax (914) 939-5801  
[www.ryebrook.org](http://www.ryebrook.org)

January 12, 2024

**ADDENDUM #1**  
**CONTRACT 2024-01**  
**EMERGENCY VEHICLE UPFITTING**

**Bidders are to see addendum changes to contract listed below. All changes under Addendum #1 are BOLDED below:**

- 1. Change to Table of Contents, adding new page 9a.**
- 2. Page added 9a – Addendum acknowledgement.**
- 3. Bid Tabulation page 10 updated.**
- 4. Specification pages 19-23 updated.**

### BID PRICING TABULATION

To establish an annual price for a Percent Discount Off of the Current Published Price List and/or Catalog price for vehicle warning lights, electronic sirens, light bars, push bumpers, and related items purchased by various Village Departments Discounted pricing is being requested for the following manufacturers/brands:

| Line No | Description Percent Discount from Manufactures Current Year Published List and/or Current Year Catalog Price for: | FILL IN          |                 |            |
|---------|---|------------------|-----------------|------------|
|         |   | Percent Discount | Weight          |            |
| 1       | Whelen Products and Parts   | 51               | 3               |            |
| 2       | Havis Products and Parts  | 40               | 3               |            |
| 3       | Setina Products and Parts   | 25               | 1               |            |
| 4       | ProGard Products and Parts  | 31               | 2               |            |
| 5       | RamMount Products and Parts   | 15               | 1               |            |
| 6       | Streamlight Products and Parts  | 25               | 1               |            |
| 7       | CargoRaxx Products and Parts  | 14               | 1               |            |
| 8       | Brand other than Specified in 1 through 7   | 30               | 1               |            |
|         |   |                  | <b>Total #1</b> | <b>444</b> |

| Line No | Description                                       | FILL IN               |  |             |
|---------|---|-----------------------|--|-------------|
|         |   | Rate per hour (\$/hr) | Estimated Hours (solely for bid award calculation) |             |
| A       | Labor for repairs M-F (8 am to 5 pm)              | 75.00                 | 10   |             |
| B       | OT for repairs outside of normal hours            | 75.00                 | 5  |             |
| C       | Labor for installation/removal M-F (8 am to 5 pm) | 65.00                 | 20   |             |
|         |   |                       | <b>Total</b>                                       | <b>2425</b> |
|         |   |                       | <b>Total #2</b>                                    | <b>2425</b> |

Award will be issued for purposes of this bid to the Most Advantageous Value for Total #1 and Total #2 from above Tables. Quantities of parts and hours are estimated for bid purposes only and not a guarantee.

Total #1 444 + Total #2 2425 = GRAND TOTAL 2869.00

Company Name East Coast Emergency Lighting Inc Bidders Name Dawn Bazzarro

Bidders Email Dawnbeece@lighting.com Bidders Phone 732-940-2211

**EAST COAST**

**Section H****Bid #2024-01: EMERGENCY VEHICLE UPFITTING****SCOPE**

- a. The Village of Rye Brook is requesting bids from interested vendors to provide (including but not limited to) Vehicle Warning Lights, Electronic Sirens, Light Bars, Wiring, Controls, Hardware, Labor as well as installation, removals and repair services of same to satisfactorily support the Villages Operations in a complete and operable manner Bid will be made available to other public agencies as permitted by General Municipal Law 103.
- b. Establish an annual agreement for a Percent Discount Off of the Current Published Price List and/or Catalog price for vehicle warning lights, electronic sirens, light bars, push bumpers, and related items Discounted pricing is being requested for the manufacturers/brands as listed in Bid Tables
- c. Award will be to ONE Vendor to perform all necessary work which is in the best interest of the Village of Rye Brook as per bid documents. **Vendors are to take note that this is a 5 year contract with Piggyback Provisions and as such should take into consideration the amount of work that may present itself.**
- d. Bidders ARE required to bid ALL manufacturers listed.
- e. The Village of Rye Brook will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party per Piggybacking of this contract.

**INSTALLATION OF EQUIPMENT**

- a. Contractor in their price shall provide for all necessary wiring, connections, fittings, crimps, waterproof tape / heat shrink, wire loom for a neat and complete installation No additional payment will be made for such.
- b. All wiring must be rated at 125% of the anticipated load.
- c. Fuses or manual resetting circuit breakers are to be installed in a location that is easily accessible and as close as practical to the power source.
- d. All loads are to be connected directly to the battery unless otherwise specified by the manufacturer. Contractor shall provide appropriate switching (relay/solenoid) to turn the

equipment on and off with the ignition (time delays to be installed as requested by the department or when suggested / required by manufacturer).

- e. All connections to the vehicle fuse blocks are to be made with appropriate purpose made connectors (ie. fuse taps). No "slide over" connections are permitted.
- f. All wiring must be covered with corrugated loom tubing with the appropriate temperature rating.
- g. Where multiple devices are to be powered from the battery, Contractor is to install an external "stud" to minimize the number of cables run to the battery. A main power feed is to be run to the interior compartment and a fuse block is to be installed when necessary.
- h. All exterior connections must be appropriately weatherproofed. This can include, but is not limited to, dual-wall heat shrink tubing or tape & scotchkote on wiring. All strobe and antenna connections must have dielectric grease applied.
- i. Contractor shall warranty all new work for a period of 6 months from date of acceptance.

#### **REMOVAL OF EXISTING EQUIPMENT**

- a. Contractor shall carefully remove equipment so as not to damage the equipment or the vehicle. Contractor may be directed by Village to leave and or return equipment from a vehicle if it is to be sold.
- b. Wires shall be removed at their terminal end with no loose pigtailed to short out.
- c. Antenna holes shall be plugged with rubber hole plugs furnished by the contractor.
- d. Horn, brake lights and headlights shall be restored to their normal passenger car condition after removal of "Police Equipment", "EMS Equipment", "DPW" or "Fire Equipment".

#### **WORK**

- a. Work to include service, troubleshoot, repair, removal and/or installation of mobile radios, portables, pagers, base stations, related equipment, and any other equipment listed in this Bid Proposal as associated for a complete and functioning system.
- b. Vehicle Transportation - For any installations or repairs that cannot be completed onsite at either Highway Facility 511 West William Street Rye Brook NY 10573, or Village Hall 938 King Street Rye Brook NY, transportation of vehicle(s) to and from the contractor facility shall be at the sole expense of the contractor.

#### **REPAIRS**

- a. Cost of labor to be calculated on an hourly basis and should be billed in 1/2 of an hour

- after the first hour.
- b. Vendor will furnish all tools and equipment necessary to accomplish the job in satisfactory manner at no additional cost.
  - c. Replacement materials (parts) are to be charged at Contractor's percent discount as specified in the Bid.
  - d. Materials necessary for repairs that fall outside the scope of this bid shall be billed at reasonable prevailing prices. Contractor is to produce evidence of cost of materials in question upon request.
  - e. A detailed Work Order describing all repair work including hours worked must accompany all invoices. This Work Order must be signed by an authorized Department Representative for which work is being performed.
  - f. All repair work must be guaranteed for 90 days.
  - g. Contractor must own test equipment sufficient to field test relevant equipment being repaired.

#### **GENERAL CONDITIONS**

- a. The successful Bidders shall be required to ensure timely and complete deliveries of product. Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligation and cause for cancellation of the contract.
- b. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry. Vendor is to provide a complete build sheet listing all equipment prior to proceeding with work.
- c. The unit provided shall meet or exceed all Federal and State regulations and standards in effect which are applicable to the equipment at the time of manufacture.
- d. The vendor must have experience in warranty repair work as well as be a factory authorized dealer.

#### **SPECIAL TERMS AND CONDITIONS**

- a. The successful Bidder shall be responsible for making the distribution of a new Current Published Price List and/or Catalog after award of Contract yearly when made available and or at each submission of proposal.
- b. Percentage discount shall remain firm throughout the 5 year Contract period.
- c. For parts only orders, vendors shall be able to provide products within (30) days of receipt of order.
- d. For parts and installation orders, vendor shall be able to receive parts within (30) days,

and complete installation within (60) days thereafter. Should such not be possible Vendor shall notify the Village Immediately with a factual timeline.

- e. Emergency repairs when requested / necessary shall have priority with a 48 hour turnaround time (excluding manufacturers delays). If a permanent fix is not available, and a temporary fix is possible, then priority shall be to place vehicle back in service unit permanent parts arrive and repairs can be made.

### **PRICE**

- a. Bid prices for equipment shall be in a form of a percent discount off prices from the manufacturers Current Published Price List and/or Catalog price. Such discounts as quoted shall apply to all unit levels such as each; case, dozen, gross, etc. as shown in the manufacturer's current Published Price List and/or Catalog.
- b. All discounts bid must include freight/shipping and Inside Delivery for any item less than 50 pounds. There shall be no additional allowance for freight/shipping. For items over 50 pounds or those items that are of large or unusual size including but not limited to: push bumpers, cabinets, consoles, electronics compartment, prisoner transportation systems, k9 cages, gun racks, tonneau cover, back racks or storage solutions, vendor must provide, to the ordering agency representative, a copy of the shippers quote prior to ordering of products. Vendor cannot mark up any shipping, handling, freight or other related charges.
- c. Labor rates specified by the bidder must include all direct and indirect overhead costs including but not limited to transportation, general and administrative costs, incidental supplies, etc.
- d. Contractor can submit for a partial materials payment for parts with proof of order provided, Payment not to exceed 20% of the total parts.

### **Example of upfit Specifications (not complete -- illustrative)**

Contractor will work with Police Chief and or representative to outline a standard specification for upfit of all vehicles from which contractor will submit a pricing proposal for processing showing Manufacturer's pricing, Discount pricing.

1. Whelen Liberty 2 WecanX 54" Duo
2. Whelen Cencom Core and Controller
3. Whelen Speaker
4. Whelen Core Chowler, Whelen Core Vehicle sync module
5. Multiple Whelen Vertex Dual Color, Multiple Whelen Ion – DUO, Multiple Whelen Ion-T
6. Progard Procell 1/3 partition
7. Progard Push Bumper with lights
8. Havis PKG-TTP-Inut-1201-4

9. Havis Port Replicator
10. Havis Keyboard mount
11. Havis Modular Storage with Drawer and lock
12. Whelen Strip Lights – compartment
13. All necessary hardware and brackets.

Section C

**Bid Proposal**

**EMERGENCY VEHICLE UPFITTING**

**Contract #24-01**

Village of Rye Brook  
Westchester County, New York

Bid Submitted by: Dawn Barzurno  
Name: Past Coast Emergency Lighting, Inc  
Address: 200 MECO DRIVE  
City/State/Zip Code: MILLSTONE TWP, NJ 08535  
Phone: 732-940-2211  
Fax: NA

To: The Village of Rye Brook  
Village Administrator's Office  
938 King Street  
Rye Brook, New York 10573

Dear Sir:

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders and the Bid and Contract Documents for the above entitled matter and work I/We have a general knowledge of the streets of the Village of Rye Brook and know generally the trees within the jurisdiction of the Village.
2. I/We do hereby offer and agree to furnish all labor and equipment, to fully and faithfully perform and execute all work in the above titled matter in accordance with the related contract requirements. I/We will furnish all labor, tools, implements, transportation and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that I/We shall comply with all local, state, and federal laws, rules and regulations applicable and with the New York State Labor Law.
4. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract thereof, including all claims that may arise through damages or any other cause whatsoever.
5. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the work according to the bid documents therefor within ten (10) business days after the contract is awarded by the

Village. If I/We fail to execute said contract within said period of time, the Village of Rye Brook shall have the power to rescind the award and, in such event, shall retain the proceeds of the certified check, or require the payment of the sum of the Bid Bond.

6. I/We declare and agree to commence work immediately after execution of the Contract and to complete the work as quickly as possible. I/We authorize the Village, in case of our failure to complete the work, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to make payments directly to such entity for the proper amount due.
7. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Rye Brook will accept or reject this Bid, or this period may be extended upon mutual agreement.
8. I/We declare that if this is a Corporate Bid that I/We have been duly authorized to act as the Signatory on this Bid on behalf of this Corporation.
9. I/We affirm, under penalty of perjury, that all statements in this Bid are true and correct.
10. I/We hereby agree that I/We accept the unit prices on the following pages for the labor to be performed under this contract. And further, that said unit prices will be the basis for future work orders on similar trees during the period of this contract.
11. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Rye Brook with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section E).
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

**BID PROPOSAL FORM**

**VILLAGE OF RYE BROOK  
EMERGENCY VEHICLE UPFITTING**

**Contract #2024-01**

Bid Submitted by:

East Coast Emergency Lighting, Inc.  
(Name)

200 Meco Drive  
(Address)

Millstone Twp, NJ 08535  
(Address)

732-940-2211  
(Telephone No.)

**IMPORTANT NOTE:**

The unit price bid for will be used as the basis for future work. Unit pricing shall take into account all necessary work and equipment to perform work specified in document.

**CUT SHEETS REQUIRED:**

Bidders are to submit cut sheets for all products and materials they are proposing to install as part of this bid for review. Specifications herein are (or equal). Any alternates must meet the materials specified in bid.

VILLAGE'S RIGHTS RESERVED: The Undersigned understands that the Village reserves the right to reject any or all Bids or to waive any formality or technicality in any Proposal it deems to be in the best interests of the Village.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

DATE: 11/17/2024

Past Coast Emergency Lighting Inc  
Legal Name of Bidder

By: Dawn Bazzuro  
(Name of Party Authorized to Sign)

ADDRESS: 200 meco DRIVE, Millstone Twp, NJ 08535

EMAIL: Dawn@ceclighting.com

Corporate Seal (if corporation)

*Complete Acknowledgements on next page*

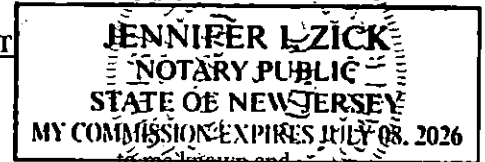
**CONTRACTOR'S ACKNOWLEDGMENT**  
(If Corporation)

STATE OF NEW YORK ) SS:  
COUNTY OF WESTCHESTER )

On this 17<sup>th</sup> day of January, 2024, before me personally came Dawn Barnard, to me known and known to me to be the President of East Coast Emergency Upfitting, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at 851 Oakley Drive, Freehold, NJ 07728 and that he is President of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jennifer Lzick  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
(If Individual)



On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
(If Partnership)

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**

I, Dawn Bazzurro certify that (officer other than officer executing proposal documents) I am the

President of East Coast Emergency Lighting, Inc  
(title) (name of contractor)

a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) and named in the foregoing agreement; that Dawn Bazzurro (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of its execution President of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: 1/17/2024

[Signature]  
(Signature)

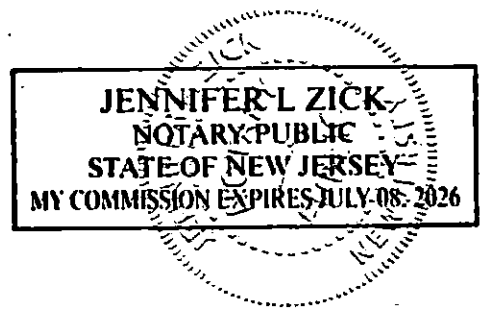
(Corporate seal)

1/17/2024

STATE OF NEW YORK ) SS:  
COUNTY OF WESTCHESTER )

On this 17<sup>th</sup> day of January, 2024, before me personally came Dawn Bazzurro to me known and known to me to be the President of East Coast Emergency Lighting, Inc, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at 851 Oakley Drive, Freehold, NJ and that he is President of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jennifer L Zick  
Notary Public



**Section D**

***NON COLLUSIVE BIDDING CERTIFICATION***

***Required by Section 103-d of the General Municipal Law***

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies. as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- a. the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- b. unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and
- c. no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

A handwritten signature in black ink, appearing to be 'NPB', written over a horizontal line.

*Signature of Individual Signing Bid*

**(End of Section)**

Section E

STATEMENT OF QUALIFICATIONS

The following persons are employed by the firm and will be superintendent of the work:

| Name                   | Certifications                      |
|------------------------|-------------------------------------|
| <u>SEAN SLATTERY</u>   | <u>WHELEN MASTER TECH CERTIFIED</u> |
| <u>BRAD GRIFFIN</u>    | <u>WHELEN MASTER TECH CERTIFIED</u> |
| <u>MICHAEL GALLAND</u> | <u>WHELEN MASTER TECH CERTIFIED</u> |

The following is a list of places where we have performed work\* of similar character and magnitude, together with references:

| Location                     | Description of Work  | Approximate Cost | Name and Phone of Contact       |
|------------------------------|--|------------------|---------------------------------|
| ROCKLAND COUNTY, NY          | SALE, INSTALLATION AND SERVICE OF EMERGENCY VEHICLE LIGHTING, SIRENS, CAMERA SYSTEMS, RADARS,                        | \$500,000.00 +   | RICHARD RYAN<br>845-364-3817    |
| NEW JERSEY STATE POLICE      | PRISONER TRANSPORT SYSTEMS, COMPUTERS, GUN RACKS, PUSH BARS, LPR SYSTEMS, RADAR UNITS. (ANY AND ALL EQUIP REQUESTED) | \$500,000.00 +   | PAT SAGES<br>609-882-2000       |
| MARYLAND STATE POLICE        | SAME AS ABOVE  | \$500,000.00 +   | TERRY POOLE<br>410-379-9588     |
| CITY OF NEWARK, NJ           | SAME AS ABOVE  | \$500,000.00 +   | MANNY GONCALVES<br>973-733-6066 |
| MARYLAND TRANSPORT AUTHORITY | SAME AS ABOVE  | \$500,000.00 +   | JIM LOUKAS<br>410-537-1041      |

The full names and places of residences of all persons and parties interested as principals in the foregoing proposal area as follows:

DAWN BAZZARRO, PRESIDENT      851 OAKLEY DRIVE, FREEHOLD NJ 07720

1. The first part of the report  
describes the current situation  
and the reasons for the problem.

The second part of the report  
discusses the possible solutions  
and the recommended course of action.

2. The second part of the report  
describes the current situation  
and the reasons for the problem.

The third part of the report  
discusses the possible solutions  
and the recommended course of action.

The fourth part of the report  
discusses the possible solutions  
and the recommended course of action.

3. The third part of the report  
describes the current situation  
and the reasons for the problem.

4. The fourth part of the report  
describes the current situation  
and the reasons for the problem.

The fifth part of the report  
discusses the possible solutions  
and the recommended course of action.

The sixth part of the report  
discusses the possible solutions  
and the recommended course of action.

5. The fifth part of the report  
describes the current situation  
and the reasons for the problem.

The seventh part of the report  
discusses the possible solutions  
and the recommended course of action.

The eighth part of the report  
discusses the possible solutions  
and the recommended course of action.

6. The sixth part of the report  
describes the current situation  
and the reasons for the problem.

The ninth part of the report  
discusses the possible solutions  
and the recommended course of action.

The tenth part of the report  
discusses the possible solutions  
and the recommended course of action.

The final part of the report  
discusses the possible solutions  
and the recommended course of action.

Section F

**STATEMENT OF EQUIPMENT AVAILABLE FOR CONTRACT**

The following equipment will be made available for the work of this contract. Indicate if equipment is owned or will be rented/leased as needed for the work.

| Make/Model | Description of Equipment  | Purpose of Equipment                         |
|------------|---|--|
| N/A        | VEHICLE ELECTRONICS, ACCESSORY  | INSTALLATION + REPAIR                        |
| N/A        | INSTALLATION TOOLS<br>INCLUDING BUT NOT LIMITED   | OF EMERGENCY VEHICLE<br>EQUIPMENT            |
| N/A        | TO, DRILLS, IMPACT DRIVERS,<br>WIRE CRIMP TOOL, WIRE STRIP  |  |
| N/A        | TOOL, ELECTRICAL CONNECTORS<br>CIRCUIT AND FUSE PANELS.   |  |
| N/A        | ELECTRICAL WIRE<br>SERVISE VAN  |  |
| N/A        | AND<br>* ENCLOSED SHOP - TAPPAN, NY *   | ((11 ROCKLAND PARK AVE<br>TAPPAN, NY 10983)) |
| N/A        | ACCESS + STOCK OF LISTED MANUFACTURERS PRODUCTS<br>QUALIFIED + AUTHORIZED DEALER/RETAILER OF ALL BRANDS |  |
| N/A        | EMERGENCY REPAIRS<br>ALL EQUIPMENT REQUIRED TO PERFORM REQUESTED SERVICES                               |  |
| N/A        |   |  |
| N/A        |   |  |

## Section G

### Insurance

The Contractor, prior to signing of the contract, shall provide to the **Village of Rye Brook** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

- a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- b. Public Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 Per Occurrence \$2,000,000 policy aggregate . The Certificate of Insurance shall indicate the following coverage:
  - (1) Premises - Operations;
  - (2) Contractual as respect to this contract including the indemnification set forth in the *Indemnity Clause* below.
  - (3) Any deductibles shall not be the liability of the **Village of Rye Brook, New York**.
  - (4) Without the need for a contract the contractor's insurance shall provide the below
    - Additional Insured Coverage to the Village of Rye Brook, NY
    - A Waiver of Subrogation Clause in favor of Village of Rye Brook, NY
    - Primary and Non Contributory wording in favor of the Village of Rye Brook, NY
- c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
  - (1) Owned automobiles;
  - (2) Hired automobiles;
  - (3) Non-owned automobiles.
  - (4) Without the need for a contract the contractor's insurance shall provide the below
    - o Additional Insured Coverage to the Village of Rye Brook, NY
- d. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

e. Umbrella Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000 Per Occurrence \$1,000,000 policy aggregate

- (1) Any deductibles shall not be the liability of the **Village of Rye Brook, New York**.
- (2) Without the need for a contract the contractor's insurance shall provide the below
  - Additional Insured Coverage to the Village of Rye Brook, NY
  - A Waiver of Subrogation Clause in favor of Village of Rye Brook, NY
  - Primary and Non-Contributory wording in favor of the Village of Rye Brook, NY

**Section H****Bid #2024-01: EMERGENCY VEHICLE UPFITTING****SCOPE**

- a. The Village of Rye Brook is requesting bids from interested vendors to provide (including but not limited to) Vehicle Warning Lights, Electronic Sirens, Light Bars, Wiring, Controls, Hardware, Labor as well as installation, removals and repair services of same to satisfactorily support the Villages Operations in a complete and operable manner Bid will be made available to other public agencies as permitted by General Municipal Law 103.
- b. Establish an annual agreement for a Percent Discount Off of the Current Published Price List and/or Catalog price for vehicle warning lights, electronic sirens, light bars, push bumpers, and related items Discounted pricing is being requested for the manufacturers/brands as listed in Bid Tables
- c. Award will be to ONE Vendor to perform all necessary work which is in the best interest of the Village of Rye Brook as per bid documents. **Vendors are to take note that this is a 5 year contract with Piggyback Provisions and as such should take into consideration the amount of work that may present itself.**
- d. Bidders ARE required to bid ALL manufacturers listed.
- e. The Village of Rye Brook will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party per Piggybacking of this contract.

**INSTALLATION OF EQUIPMENT**

- a. Contractor in their price shall provide for all necessary wiring, connections, fittings, crimps, waterproof tape / heat shrink, wire loom for a neat and complete installation No additional payment will be made for such.
- b. All wiring must be rated at 125% of the anticipated load.
- c. Fuses or manual resetting circuit breakers are to be installed in a location that is easily accessible and as close as practical to the power source.
- d. All loads are to be connected directly to the battery unless otherwise specified by the manufacturer. Contractor shall provide appropriate switching (relay/solenoid) to turn the

- equipment on and off with the ignition (time delays to be installed as requested by the department or when suggested / required by manufacturer).
- e. All connections to the vehicle fuse blocks are to be made with appropriate purpose made connectors (ie. fuse taps). No "slide over" connections are permitted.
  - f. All wiring must be covered with corrugated loom tubing with the appropriate temperature rating.
  - g. Where multiple devices are to be powered from the battery, Contractor is to install an external "stud" to minimize the number of cables run to the battery. A main power feed is to be run to the interior compartment and a fuse block is to be installed when necessary.
  - h. All exterior connections must be appropriately weatherproofed. This can include, but is not limited to, dual-wall heat shrink tubing or tape & scotchkote on wiring. All strobe and antenna connections must have dielectric grease applied.
  - i. Contractor shall warranty all new work for a period of 6 months from date of acceptance.

#### **REMOVAL OF EXISTING EQUIPMENT**

- a. Contractor shall carefully remove equipment so as not to damage the equipment or the vehicle. Contractor may be directed by Village to leave and or return equipment from a vehicle if it is to be sold.
- b. Wires shall be removed at their terminal end with no loose pigtailed to short out.
- c. Antenna holes shall be plugged with rubber hole plugs furnished by the contractor.
- d. Horn, brake lights and headlights shall be restored to their normal passenger car condition after removal of "Police Equipment", "EMS Equipment", "DPW" or "Fire Equipment".

#### **WORK**

- a. Work to include service, troubleshoot, repair, removal and/or installation of mobile radios, portables, pagers, base stations, related equipment, and any other equipment listed in this Bid Proposal as associated for a complete and functioning system.
- b. Vehicle Transportation - For any installations or repairs that cannot be completed onsite at either Highway Facility 511 West William Street Rye Brook NY 10573, or Village Hall 938 King Street Rye Brook NY, transportation of vehicle(s) to and from the contractor facility shall be at the sole expense of the contractor.

#### **REPAIRS**

- a. Cost of labor to be calculated on an hourly basis and should be billed in 1/2 of an hour

- after the first hour.
- b. Vendor will furnish all tools and equipment necessary to accomplish the job in satisfactory manner at no additional cost.
  - c. Replacement materials (parts) are to be charged at Contractor's percent discount as specified in the Bid.
  - d. Materials necessary for repairs that fall outside the scope of this bid shall be billed at reasonable prevailing prices. Contractor is to produce evidence of cost of materials in question upon request.
  - e. A detailed Work Order describing all repair work including hours worked must accompany all invoices. This Work Order must be signed by an authorized Department Representative for which work is being performed.
  - f. All repair work must be guaranteed for 90 days.
  - g. Contractor must own test equipment sufficient to field test relevant equipment being repaired.

#### **GENERAL CONDITIONS**

- a. The successful Bidders shall be required to ensure timely and complete deliveries of product. Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligation and cause for cancellation of the contract.
- b. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry. Vendor is to provide a complete build sheet listing all equipment prior to proceeding with work.
- c. The unit provided shall meet or exceed all Federal and State regulations and standards in effect which are applicable to the equipment at the time of manufacture.
- d. The vendor must have experience in warranty repair work as well as be a factory authorized dealer.

#### **SPECIAL TERMS AND CONDITIONS**

- a. The successful Bidder shall be responsible for making the distribution of a new Current Published Price List and/or Catalog after award of Contract yearly when made available and or at each submission of proposal.
- b. Percentage discount shall remain firm throughout the 5 year Contract period.
- c. For parts only orders, vendors shall be able to provide products within (30) days of receipt of order.
- d. For parts and installation orders, vendor shall be able to receive parts within (30) days,

and complete installation within (60) days thereafter. Should such not be possible Vendor shall notify the Village Immediately with a factual timeline.

- e. Emergency repairs when requested / necessary shall have priority with a 48 hour turnaround time (excluding manufacturers delays). If a permanent fix is not available, and a temporary fix is possible, then priority shall be to place vehicle back in service unit permanent parts arrive and repairs can be made.

### **PRICE**

- a. Bid prices for equipment shall be in a form of a percent discount off prices from the manufacturers Current Published Price List and/or Catalog price. Such discounts as quoted shall apply to all unit levels such as each; case, dozen, gross, etc. as shown in the manufacturer's current Published Price List and/or Catalog.
- b. All discounts bid must include freight/shipping and Inside Delivery for any item less than 50 pounds. There shall be no additional allowance for freight/shipping. For items over 50 pounds or those items that are of large or unusual size including but not limited to: push bumpers, cabinets, consoles, electronics compartment, prisoner transportation systems, k9 cages, gun racks, tonneau cover, back racks or storage solutions, vendor must provide, to the ordering agency representative, a copy of the shippers quote prior to ordering of products. Vendor cannot mark up any shipping, handling, freight or other related charges.
- c. Labor rates specified by the bidder must include all direct and indirect overhead costs including but not limited to transportation, general and administrative costs, incidental supplies, etc.
- d. Contractor can submit for a partial materials payment for parts with proof of order provided, Payment not to exceed 20% of the total parts.

### **Example of upfit Specifications (not complete – Illustrative)**

Contractor will work with Police Chief and or representative to outline a standard specification for upfit of all vehicles from which contractor will submit a pricing proposal for processing showing Manufacturer's pricing, Discount pricing.

1. Whelen Liberty 2 WecanX 54" Duo
2. Whelen Cencom Core and Controller
3. Whelen Speaker
4. Whelen Core Chowler, Whelen Core Vehicle sync module
5. Multiple Whelen Vertex Dual Color, Multiple Whelen Ion – DUO, Multiple Whelen Ion-T
6. Progard Procell 1/3 partition
7. Progard Push Bumper with lights
8. Havis PKG-TTP-Inut-1201-4

9. Havis Port Replicator
10. Havis Keyboard mount
11. Havis Modular Storage with Drawer and lock
12. Whelen Strip Lights – compartment
13. All necessary hardware and brackets.

PROOF OF EXPERIENCE  
(2.A)

COUNTY OF ROCKLAND  
Department of General Services  
Purchasing Division

# Contract Award Notification

Title: **RADIO EQUIPMENT/EMERGENCY VEHICLE ACCESSORIES-  
MAINT, REPAIR & INSTALLATION**

Contract Period: July 15, 2013 through July 14, 2014 w/3-1 year options  
**EXTENDED THROUGH 7/14/17**

Original Date of Issue: July 15, 2013

Date of Revision: 4/18/16

**BID No:** RFB-RC-2013-042

**Catalog:** **Communications**

Authorized Users: various locations, all political subdivisions

Address Inquires To:

Name: Kathy McSharar  
Title: Purchaser II  
Phone: (845) 364-3821  
Fax: (845) 364-3809  
E-mail: mcsharak@co.rockland.ny.us

**Description**

**This contract is to provide maintenance, repairs, and installation services for radio equipment/Emergency Vehicles.**

| Contract # | Vendor Number | Contractor & Address   | Telephone No.  |
|------------|---------------|--|--|
| BID 13-042 | 000005745     | Goosetown Communications<br>58 North Harrison Avenue<br>Congers, NY 10920<br>Contact: David Gottlieb<br>davidg@goosetown.com | (845) 268-7500<br>Ext. 112<br><b>FAX: (845) 268-5345</b> |

Please note: as per §3.1 of specifications there shall be no equipment purchases made against this bid.

PROOF OF EXPERIENCE  
(3.A)

COUNTY OF ROCKLAND  
Department of General Services  
Purchasing Division

# Contract Award Notification

Title: **RADIO EQUIPMENT/EMERGENCY VEHICLE ACCESSORIES- MAINT, REPAIR & INSTALLATION**

Contract Period: January 1, 2021, through December 31, 2021, w/3-1 year options  
Extended through December 31, 2022, w/ 2-1 year options  
Extended through December 31, 2023, w/ one-year option  
**Extended through December 31, 2024**

Original Date of Issue: January 7, 2021

Date of Revision: October 25, 2023

**BID No:** RFB-RC-2020-110

**Catalog:** Communications

Authorized Users: various locations, all political subdivisions

\* CURRENT HOLDER \*

Address Inquires To:

Name: Richard Ryan  
Title: Purchaser II  
Phone: (845) 364-3817  
Fax: (845) 364-3809  
E-mail: ryanri@co.rockland.ny.us

**Description**  
This contract is to provide maintenance, repairs, and installation services for radio equipment/Emergency Vehicles.

| Contract #   | Vendor Number | Contractor & Address  | Telephone No.   |
|--------------|---------------|---|---|
| BID 20-110   | 0000021003    | East Coast Emergency Lighting<br>200 Mecco Drive<br>Millstown Township, NJ 08535<br>Contact: Dawn Bazzurro<br>dawnb@ecelighting.com | 732-940-2211<br><br>FAX: 609-490-9801                 |
| BID 20-110-A | 0000005745    | Goosetown Enterprises<br>58 North Harrison Avenue<br>Congers, NY 10920<br>Contact: David Gottlieb<br>davidg@goosetown.com           | (845) 268-7500<br>Ext. 112<br><br>FAX: (845) 268-5345 |

Please note: as per §3.1 of specifications there shall be no equipment purchases made against this bid.

# East Coast Emergency Lighting, Inc

732-940-2211  
 200 Meco Drive  
 Millstone Twp, NJ 08535

Use GL: A-3120-PTRL-PTRL-200 20 - Equipment

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/18/2024 | 41146      |

|   |
|---|
| Name / Address  |
| Scarsdale Police<br>50 Tompkins Rd<br>Scarsdale, NY 10583<br>Steven DelBene |

|                  |
|------------------|
| Ship To          |
| INSTALL @ TAPPAN |

2024 - 00000460

|          |     |     |             |
|----------|-----|-----|-------------|
| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item    | Description  | Qty | Cost     | Total    |
|---------|--|-----|----------|----------|
|         | RYE BROOK CONTRACT #24-01<br>2023 FPIU HYBRID (2)  |     |          |          |
| BB2DEDD | LIBERTY II DUO WCX 54" D/E/D/D   | 2   | 3,650.00 | 7,300.00 |
| IBDLLD  | LIBERTY II + 1 LONG 12LED R/W  | 12  | 0.00     | 0.00     |
| IBDSD   | LIBERTY II + 1 SHORT 6LED R/W  | 4   | 0.00     | 0.00     |
| IA3     | LIBERTY II ADD 2 3LED ALLEY LT; 01-0247193-30A   | 2   | 0.00     | 0.00     |
| IBDLK   | LIBERTY II + 1 LONG 12LED R/A  | 6   | 0.00     | 0.00     |
| IBDSK   | LIBERTY II + 1 SHORT 6LED R/A  | 2   | 0.00     | 0.00     |
| IBDLM   | LIBERTY II 1 LONG 12 LED B/A   | 6   | 0.00     | 0.00     |
| IBDSM   | LIBERTY II + 1 SHORT 6LED B/A  | 2   | 0.00     | 0.00     |
| MKAJ105 | ADJ LIGHTBAR MOUNT KIT #105  | 2   | 0.00     | 0.00     |
| C399    | CENCOM CORE WCX CONTROL CENTER   | 2   | 0.00     | 0.00     |
| CCTL6   | Whelen WeCanX KNOB/SLIDE CONTROL HEAD  | 2   | 0.00     | 0.00     |
| C399K4  | OBDII CANPORT CABLE KIT FORD -<br>[2020+ Ford Interceptor Utility Gateway Installation Kit for<br>use WITHOUT Ford 61B Factory Option] | 2   | 0.00     | 0.00     |
| SA315P  | SA315P SPEAKER, BLACK PLASTIC  | 2   | 0.00     | 0.00     |
| SAK66D  | SA-315 MT KIT EXPLORER DRVR<br>***ALL ABOVE INCLUDED IN PACKAGE PRICING***   | 2   | 0.00     | 0.00     |
| I2D     | [Forward Warning]<br>DUO LINEAR ION RED/WHITE BLK - Lower Front Grille<br>LIST: \$201.00 DISCOUNT: 51% OFF                             | 4   | 98.49    | 393.96   |
| TLI2D   | ION T-SERIES LINEAR DUO R/W - Foglight Area<br>LIST: \$195.00 DISCOUNT: 51% OFF<br><br>[Side Warning]                                  | 4   | 95.55    | 382.20   |

**Total**

# East Coast Emergency Lighting, Inc

732-940-2211  
 200 Meco Drive  
 Millstone Twp, NJ 08535

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/18/2024 | 41146      |

|   |
|---|
| Name / Address  |
| Scarsdale Police<br>50 Tompkins Rd<br>Scarsdale, NY 10583<br>Steven DelBene |

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| Ship To          |
| INSTALL @ TAPPAN |

|          |     |     |             |
|----------|-----|-----|-------------|
| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item     | Description  | Qty | Cost   | Total    |
|----------|--|-----|--------|----------|
| VTX9D    | Whelen, VERTEX SUPER-LED DUO RED/WHT - Headlight Inserts<br>LIST: \$147.00 DISCOUNT: 51% OFF | 2   | 72.03  | 144.06   |
| VTX9E    | Whelen, VERTEX SUPER-LED DUO BLU/WHT - Headlight Inserts<br>LIST: \$147.00 DISCOUNT: 51% OFF | 2   | 72.03  | 144.06   |
| VTXADAPT | VERTEX TWIST-IN ADAPTER KIT<br>LIST: \$15.00 DISCOUNT: 51% OFF                               | 4   | 7.35   | 29.40    |
| LINSV2R  | SURFACE MT LINZ V-SERIES RED - Undemirrors<br>LIST: \$302.00 DISCOUNT: 51% OFF               | 2   | 147.98 | 295.96   |
| LINSV2B  | SURFACE MT LINZ V-SERIES BLUE - Undemirrors<br>LIST: \$302.00 DISCOUNT: 51% OFF              | 2   | 147.98 | 295.96   |
| LSVBKT50 | LINSV MIRROR MT KIT 20 UTILITY<br>LIST: \$34.00 DISCOUNT: 51% OFF                            | 2   | 16.66  | 33.32    |
| PSJ02FCR | STRIPLITE+ DUO FLASHER RED/BLU - Side Cargo Windows<br>LIST: \$213.00 DISCOUNT: 51% OFF      | 4   | 104.37 | 417.48   |
| PSBKT90  | STRIP-LITE+ 90 DEG MT KIT<br>LIST: \$31.00 DISCOUNT: 51% OFF                                 | 4   | 15.19  | 60.76    |
| BS508    | [Rear Warning]<br>I-E RST WCX 8-LT S/D UTILITY<br>LIST: \$1,371.00 DISCOUNT: 51% OFF         | 2   | 671.79 | 1,343.58 |
| ISSR     | INNER EDGE FST/RST SOLO RED<br>LIST: \$0.00  | 8   | 0.00   | 0.00     |
| ISSB     | INNER EDGE FST/RST SOLO BLUE<br>LIST: \$0.00   | 8   | 0.00   | 0.00     |

**Total**

# East Coast Emergency Lighting, Inc

732-940-2211  
 200 Mecco Drive  
 Millstone Twp, NJ 08535

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/18/2024 | 41146      |

|   |
|---|
| Name / Address  |
| Scarsdale Police<br>50 Tompkins Rd<br>Scarsdale, NY 10583<br>Steven DelBene |

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| Ship To          |
| INSTALL @ TAPPAN |

|          |     |     |             |
|----------|-----|-----|-------------|
| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item     | Description  | Qty | Cost   | Total  |
|----------|--|-----|--------|--------|
| VTX9D    | Whelen, VERTEX SUPER-LED DUO RED/WHT - Taillight Inserts<br>LIST: \$147.00 DISCOUNT: 51% OFF                   | 2   | 72.03  | 144.06 |
| VTX9E    | Whelen, VERTEX SUPER-LED DUO BLU/WHT - Taillight Inserts<br>LIST: \$147.00 DISCOUNT: 51% OFF                   | 2   | 72.03  | 144.06 |
| VTXADAPT | VERTEX TWIST-IN ADAPTER KIT<br>LIST: \$15.00 DISCOUNT: 51% OFF   | 4   | 7.35   | 29.40  |
| TLI2D    | ION T-SERIES LINEAR DUO R/W - License Plate<br>LIST: \$195.00 DISCOUNT: 51% OFF                                | 2   | 95.55  | 191.10 |
| TLI2E    | ION T-SERIES LINEAR DUO B/W - License Plate<br>LIST: \$195.00 DISCOUNT: 51% OFF                                | 2   | 95.55  | 191.10 |
| TLI2J    | ION T-SERIES LINEAR DUO R/B - Rear Hatch Warning When Open<br>LIST: \$195.00 DISCOUNT: 51% OFF                 | 4   | 95.55  | 382.20 |
| 60CREGCS | [Interior Illumination]<br>12V WHT/RED 6" COMPARTMENT LT - Front Domelight<br>LIST: \$252.00 DISCOUNT: 51% OFF | 2   | 123.48 | 246.96 |
| 3SRCCDCR | 3" ROUND SPLIT RED/WHT COMPART - Prisoner Compartment Lighting<br>LIST: \$101.00 DISCOUNT: 51% OFF             | 3   | 49.49  | 148.47 |
| PEL2BD   | PERIMETER LIGHT RED/WHITE-BLACK - Rear Cargo Area Lighting<br>LIST: \$286.00 DISCOUNT: 51% OFF                 | 2   | 140.14 | 280.28 |
| ARGES1   | [Arges]<br>ARGES 5 DEG REMOTE SPOTLIGHT<br>LIST: \$772.00 DISCOUNT: 51% OFF                                    | 2   | 378.28 | 756.56 |

**Total**

# East Coast Emergency Lighting, Inc

732-940-2211  
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 Millstone Twp, NJ 08535

# Estimate

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| INSTALL @ TAPPAN |

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| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item           | Description  | Qty | Cost   | Total  |
|----------------|--|-----|--------|--------|
| ARG50D         | DRVR FENDER MT INTERCEPTOR SUV<br>LIST: \$113.00 DISCOUNT: 51% OFF   | 2   | 55.37  | 110.74 |
| ARGCHI         | ARGES CONTROL HEAD<br>LIST: \$345.00 DISCOUNT: 51% OFF   | 2   | 169.05 | 338.10 |
| CEM16          | [Core Peripherals]<br>WeCanX 16 OUTPUT EXPANSION MOD<br>LIST: \$286.00 DISCOUNT: 51% OFF   | 4   | 140.14 | 560.56 |
| CV2V           | VEHICLE-TO-VEHICLE SYNC MODULE<br>LIST: \$363.00 DISCOUNT: 51% OFF   | 2   | 177.87 | 355.74 |
| CHWLF29        | WCX LO FREQ SIREN AMP EXPLORER<br>LIST: \$741.00 DISCOUNT: 51% OFF   | 2   | 363.09 | 726.18 |
| C-VS-1012-INUT | HAVIS<br>HavisHigh Angled Console For 2020-2023 Ford<br>Interceptor Utility<br>LIST: \$602.00 DISCOUNT: 40% OFF  | 2   | 361.20 | 722.40 |
| C-PM-124-PC    | C-PM-124-PC<br>Brother PocketJet 6 & 7 Printer Mount For Ford<br>Interceptor Utility<br>LIST: \$258.00 DISCOUNT: 40% OFF   | 2   | 154.80 | 309.60 |
| C-EB40-CCS-1P  | Havis 1-Piece Equipment Mounting Bracket, 4" Mounting<br>Space, Fits Whelen Cencom CCSRN, CCSRNTA,<br>MPC03  | 2   | 0.00   | 0.00   |
| C-EB30-HXL-1P  | INCLUDED WITH PURCHASE OF CONSOLE<br>1-Piece Equipment Mounting Bracket, 3" Mounting<br>Space, Fits Harris/L3Harris XL control head<br>INCLUDED WITH PURCHASE OF CONSOLE | 2   | 0.00   | 0.00   |
| CUP2-1001      | Self-Adjusting Double Cup Holder<br>LIST: \$67.00 DISCOUNT: 40% OFF  | 2   | 40.20  | 80.40  |

|              |
|--------------|
| <b>Total</b> |
|--------------|

# East Coast Emergency Lighting, Inc

732-940-2211  
 200 Mecco Drive  
 Millstone Twp, NJ 08535

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
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|   |
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| Name / Address  |
| Scarsdale Police<br>50 Tompkins Rd<br>Scarsdale, NY 10583<br>Steven DelBene |

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| Ship To          |
| INSTALL @ TAPPAN |

|          |     |     |             |
|----------|-----|-----|-------------|
| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item            | Description  | Qty | Cost     | Total    |
|-----------------|--|-----|----------|----------|
| C-LP3-USB-BL1   | Console Accessory Bracket Kit With 3 Lighter Plug Outlets, 1 USB-C & USB Type A Dual Port Charger And 1 Blanks For Rectangular Accessories<br>LIST: \$178.00 DISCOUNT: 40% OFF   | 2   | 106.80   | 213.60   |
| C-FP-2-EC       | EAST COAST LOGO FACEPLATE<br>INCLUDED WITH PURCHASE OF CONSOLE   | 2   | 0.00     | 0.00     |
| C-FP-15         | Havis 1-1/2" Filler Plate<br>INCLUDED WITH PURCHASE OF CONSOLE   | 2   | 0.00     | 0.00     |
| C-ARM-102       | Side Mount Armrest<br>LIST: \$94.00 DISCOUNT: 40% OFF  | 4   | 56.40    | 225.60   |
| C-MCB           | Microphone Clip Bracket<br>LIST: \$19.00 DISCOUNT: 40% OFF   | 4   | 11.40    | 45.60    |
| PKG-PSM-1006    | Standard Passenger Side Mount Package for 2020-2022 Ford Interceptor Utility and Ford Retail Explorer<br>LIST: \$552.00 DISCOUNT: 40% OFF  | 2   | 331.20   | 662.40   |
| P1826UINT20AOSB | PRO-GARD<br>Ford Utility Interceptor 2020, Pro-cell Prisoner Transport Systems with Outboard Seat Belts, Dual Compartments, Pro-cell Full Partition (Recessed Panel included) w/Transport Seat; Floor Pan, Pair Door Panels; Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts<br>LIST: \$4,681.00 DISCOUNT: 31% OFF | 1   | 3,229.89 | 3,229.89 |
| P1000UINT20AOSB | 2020-2021 FORD UTILITY; single compartment, Pro-cell (includes: 1/2 Partition; Passenger Side Transport Seat; Floor Pan, Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts)<br>LIST: \$3,644.00 DISCOUNT: 31% OFF  | 1   | 2,514.36 | 2,514.36 |
|                 | SETINA   |     |          |          |

**Total**

# East Coast Emergency Lighting, Inc

732-940-2211  
 200 Mecco Drive  
 Millstone Twp, NJ 08535

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/18/2024 | 41146      |

|   |
|---|
| Name / Address  |
| Scarsdale Police<br>50 Tompkins Rd<br>Scarsdale, NY 10583<br>Steven DelBene |

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| Ship To          |
| INSTALL @ TAPPAN |

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

|          |     |     |             |
|----------|-----|-----|-------------|
| P.O. No. | FOB | Rep | Created By: |
|          |     | RMC | SRD         |

| Item                        | Description   | Qty | Cost   | Total       |
|-----------------------------|---|-----|--------|-------------|
| BK2019ITU20                 | PB450L Lighted Push Bumper for 2020+ Ford Interceptor Utility : 4 lights, 2 Forward Facing, 1 each Side.<br>LIST: \$1,119.00 DISCOUNT: 25% OFF  | 2   | 839.25 | 1,678.50    |
| S4C                         | CARGO-RAXX<br>2020-2023 Ford PIU - Large (43" wide) CargoRAXX - 43" Wide Tray, Hard Mount<br>LIST: \$624.00 DISCOUNT: 14% OFF   | 2   | 536.64 | 1,073.28    |
| FL (FULLY LOADED) PACKAG... | Two flare boxes, extinguisher mount, caution tape holder and halligan mount<br>LIST: \$274.00 DISCOUNT: 14% OFF   | 2   | 235.64 | 471.28      |
| BOX-1                       | 2020-2022 Ford PIU Standalone Electronics Box and Door Panel<br>LIST: \$794.00 DISCOUNT: 14% OFF  | 2   | 682.84 | 1,365.68    |
| Installation                | INSTALLATION OF ABOVE EQUIPMENT (66hrs per vehicle)<br>-Installation of customer supplied MDT docks<br>-Installation of customer supplied radars<br>-Installation of customer supplied E-Ticket Printers<br>-Installation of customer supplied MVRs | 132 | 65.00  | 8,580.00    |
| <b>Total</b>                |   |     |        | \$36,618.84 |

**Date:** Tuesday, May 14, 2024

**Re:** Resolution for Introduction And Scheduling of Public Hearing  
on Proposed Local Law Amending Village Land Use Regulations -  
Trustee Gans

**COVER PAGE**

***Village Manager's Office***

---

**ATTACHMENT(S):**

- [Resolution](#)
- [Intoduction Memo - Village Planner 2024-05-09](#)
- [BFJ Summary Memo 2024-05-09](#)
- [BFJ Zoning Memo 2024-05-09](#)
- [Scarsdale Local Law - Land Use Regulations and Zoning \(DRAFT\).pdf](#)
- [Scarsdale EAF Part1](#)

**Resolution Re: Introduction And Scheduling of Public Hearing on Proposed Local Law Amending Village Land Use Regulations**

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale at 8:00 PM on Tuesday, May 28, 2024, to be held at Rutherford Hall in Village Hall, 1001 Post Road, Scarsdale, New York, and via Zoom® video conferencing services to consider a proposed local law amending Village land use regulations; and be it further

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

RESOLVED, that the Village Clerk is hereby directed to publish notice of said public hearing in the Village's official newspaper at least once and at least ten (10) days prior to the public hearing; and be it further

RESOLVED, that the proposed local law is hereby referred to the Westchester County Planning Board and Village Planning Board for review and comment as well as notice be given to the Clerk of adjoining municipalities.

Date: May 14, 2024

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

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

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

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

**RE:** Proposed Village Code Changes

**MEMORANDUM**  
**Planning Department**

---

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

Find the following documents for your consideration:

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

ecc: Alexandra Marshall, Acting Village Manager

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

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

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

Subject: Proposed Village of Scarsdale Zoning Text

Date: May 9, 2024

---

**Introduction and Legislative Intent**

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

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

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

## 1. Site Plan Review

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

## 2. Open Space Requirement

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

## 3. Setbacks

### Side Yard Setbacks

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

### Accessory Buildings

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

#### Change in Accessory Building Use

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

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

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

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

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

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

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

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

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

## **7. Escrow Fees**

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

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

# BFJ Planning

*Via email*

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

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

**Date:** May 9, 2024

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

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

---

## Introduction

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

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

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

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

# BFJ Planning

## 1. Site Plan Review

### Site Disturbance

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

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

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

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

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

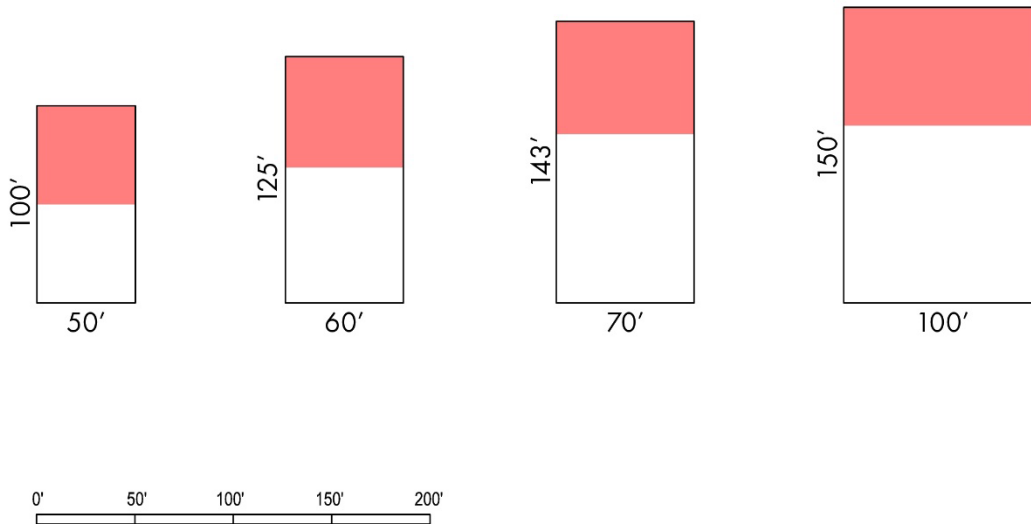
We recommend the following activities are exempt from site disturbance thresholds. These exemptions are based on the Town of Mamaroneck’s regulations and modified for Scarsdale:

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

# BFJ Planning

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

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



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



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## FEMA 100-Year Floodplain

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

### Corner Lots

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

### Trees

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

## **2. Open Space Requirement**

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

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

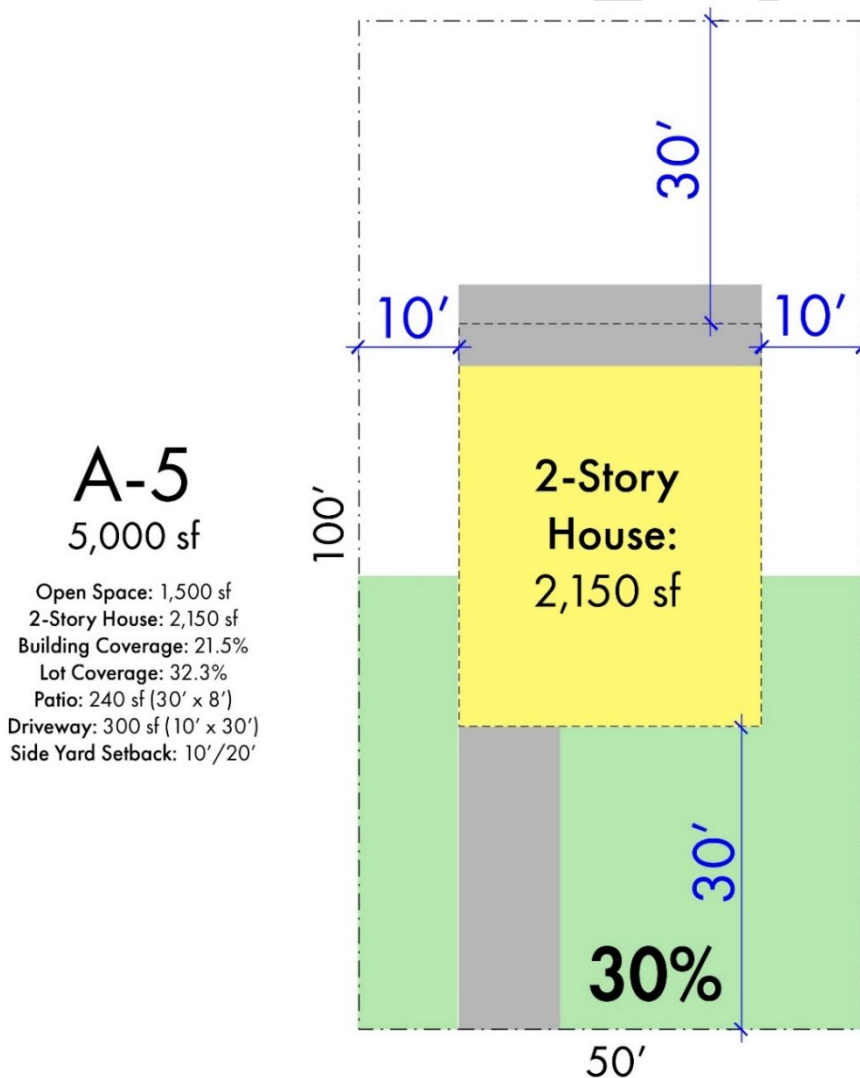
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Table 2 shows proposed percentages required as open space by zoning district. Figures 3-9 demonstrate examples of how developed lots in each of the zoning districts could meet the Open Space Requirement while meeting FAR, coverage, and setback requirements.

**Table 2: Proposed Open Space Requirement**

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

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

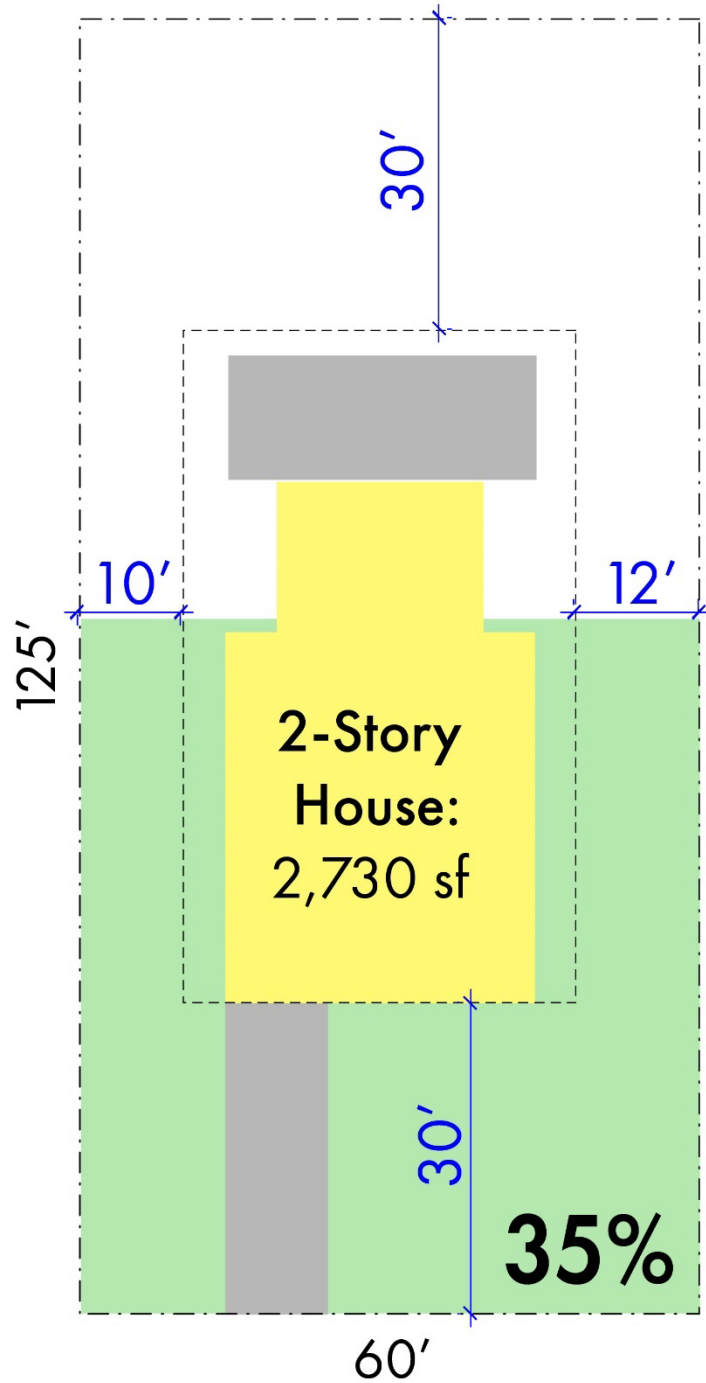


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Figure 4: Open Space Requirement Diagram (A-4 District)

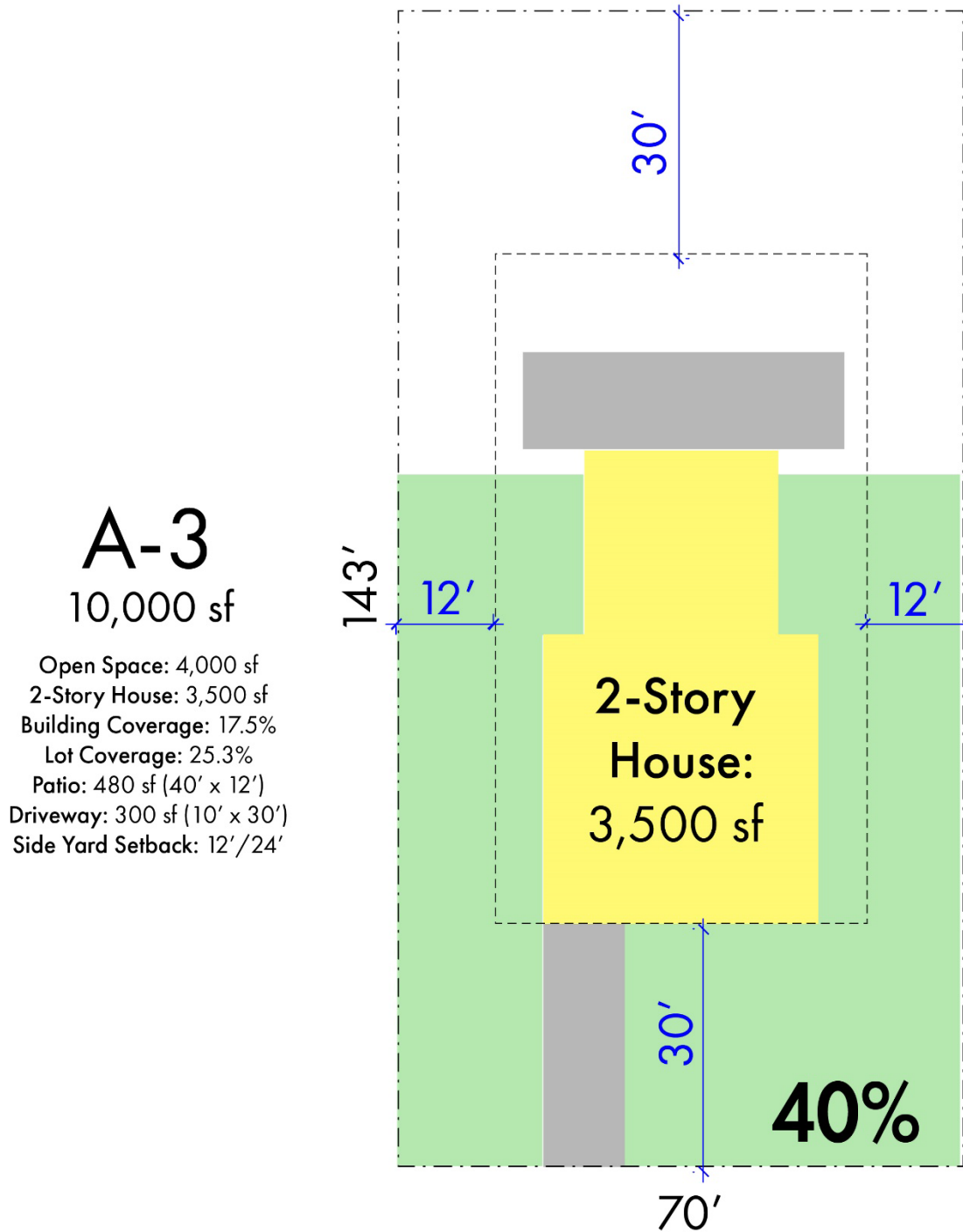
**A-4**  
7,500 sf

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



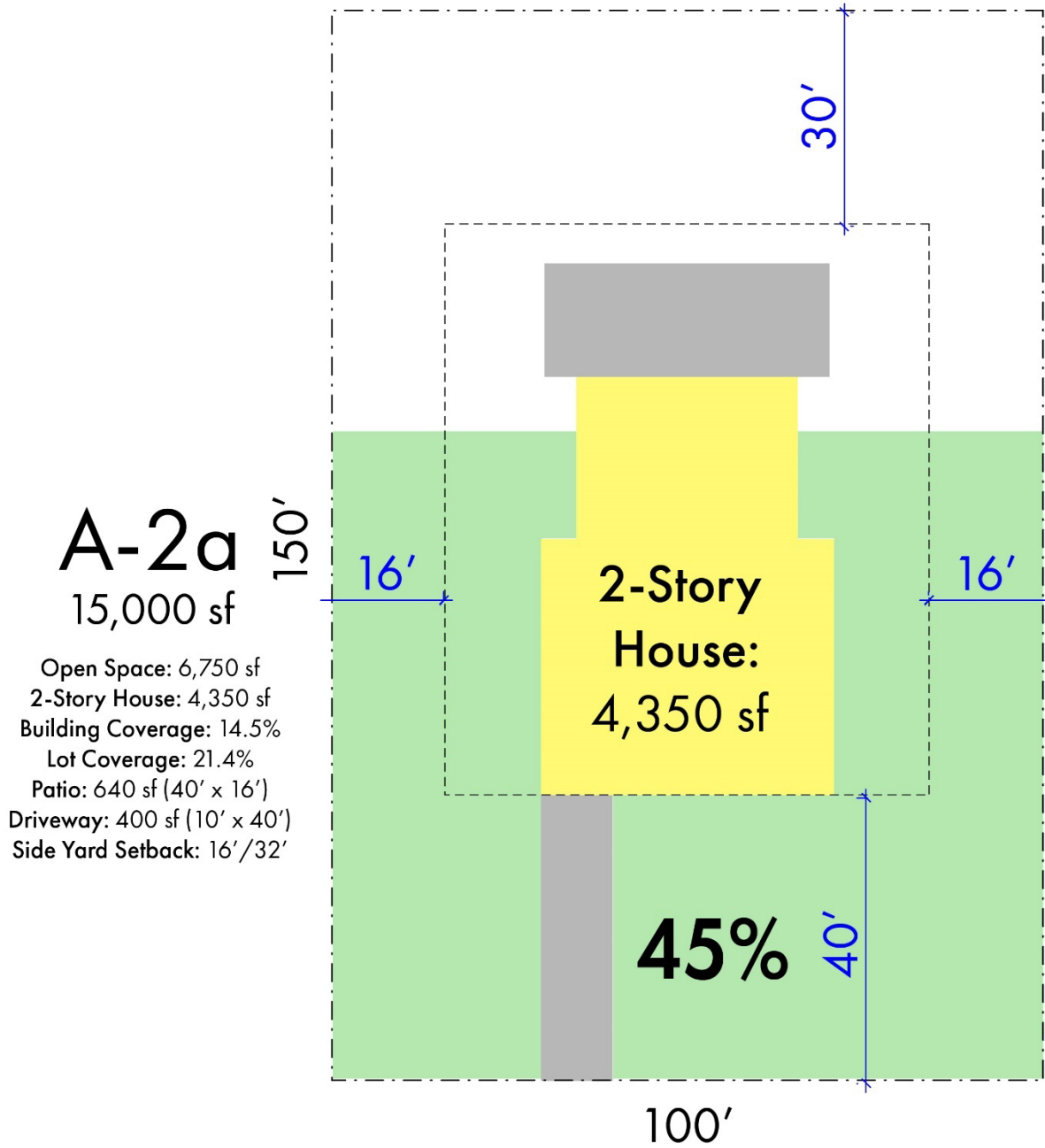
# BFJ Planning

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



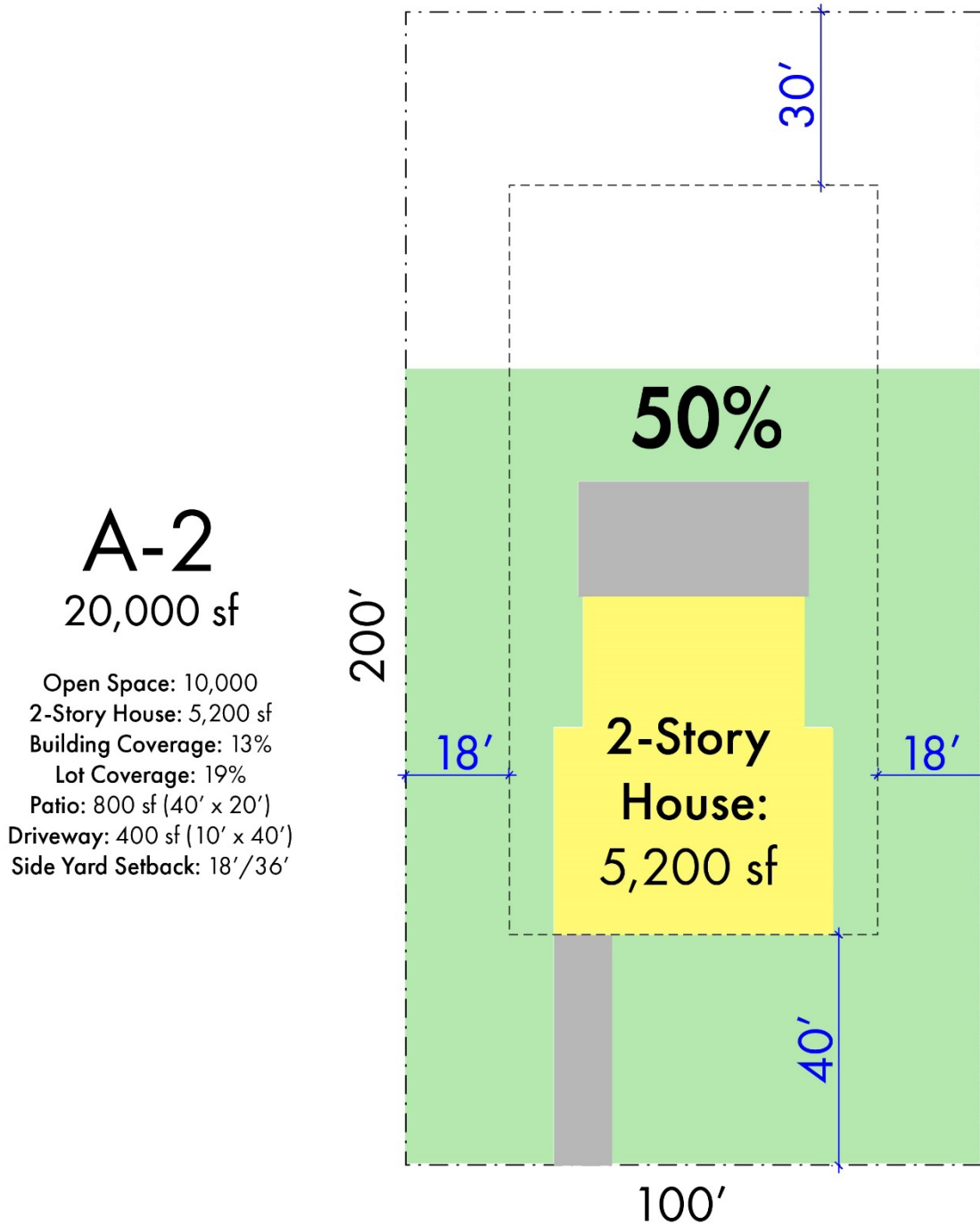
# BFJ Planning

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



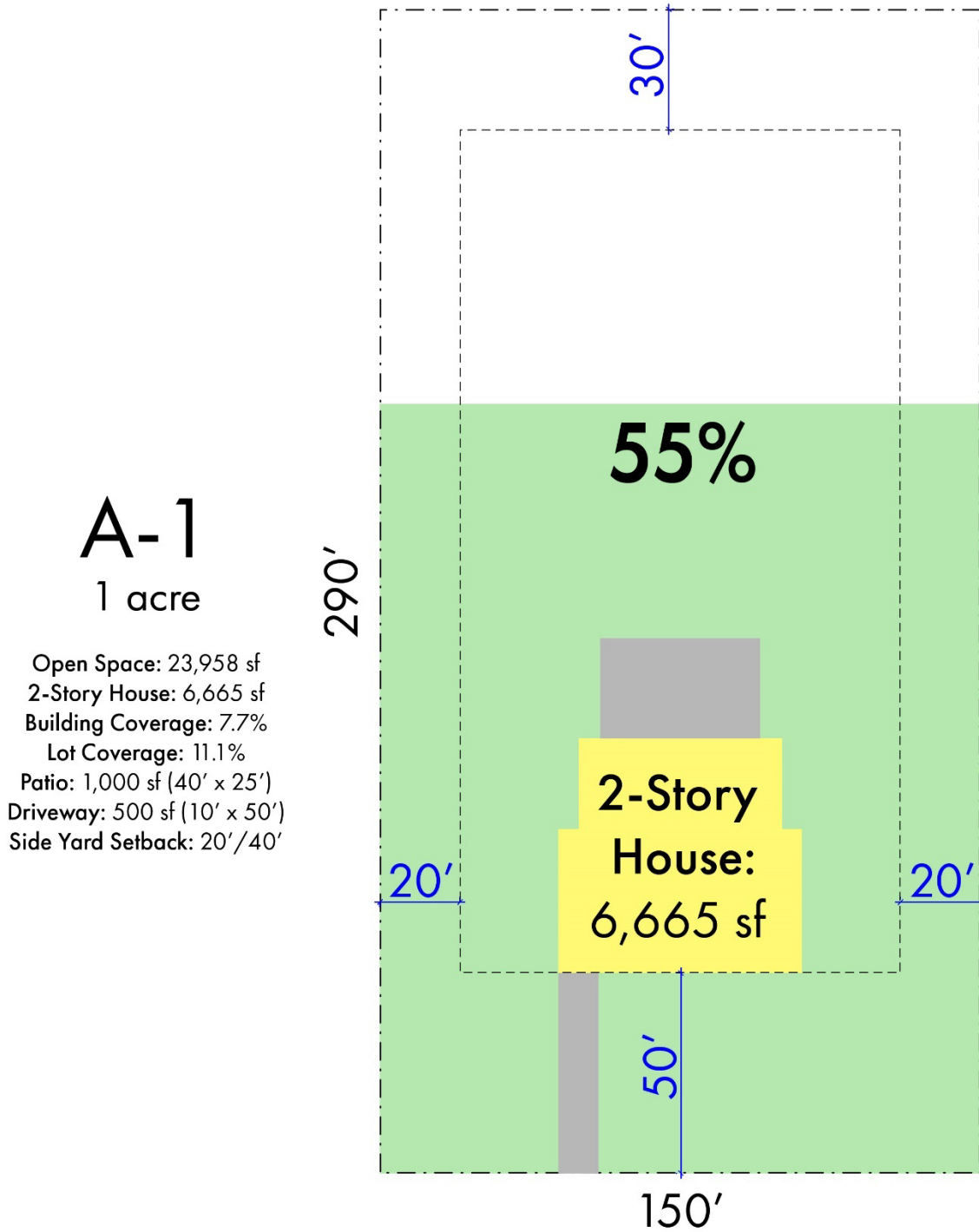
# BFJ Planning

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



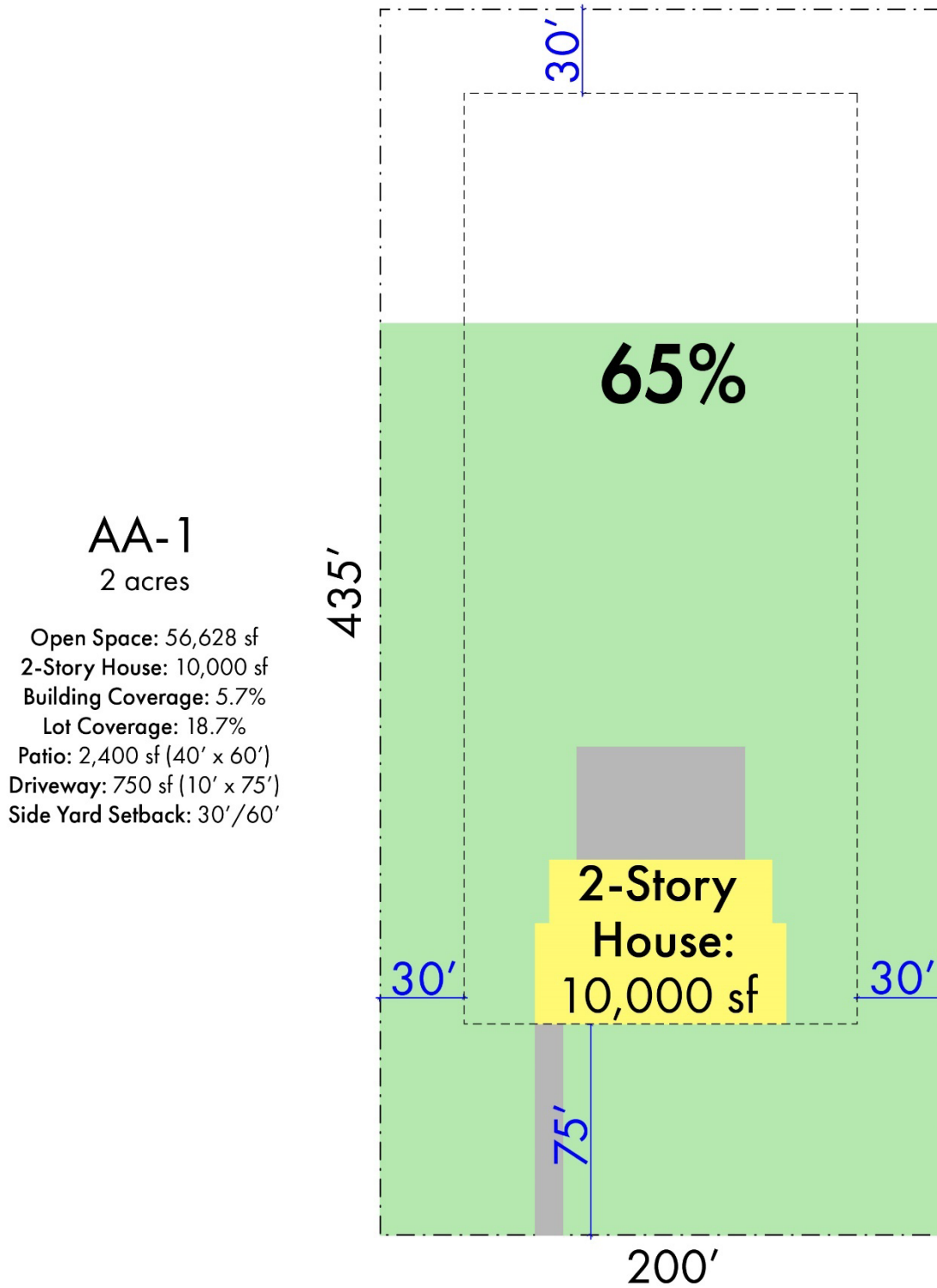
# BFJ Planning

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



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



# BFJ Planning

## 3. Setbacks

### Side Yard Setbacks

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

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

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

### Accessory Buildings

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

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

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

## Change in Accessory Building Use

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

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

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

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

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

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

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

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## Reduce FAR Incentive

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

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

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

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

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

### Data from surrounding communities.

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

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## 5. Impervious Surfaces

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

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

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

**Figure 10: Example of Permeable Pavers**



## 6. Coverage

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

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**Table 7: Proposed Maximum Permitted Coverage**

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

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

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

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

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

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

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

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## 7. Height in the AA-1 District

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

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

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

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

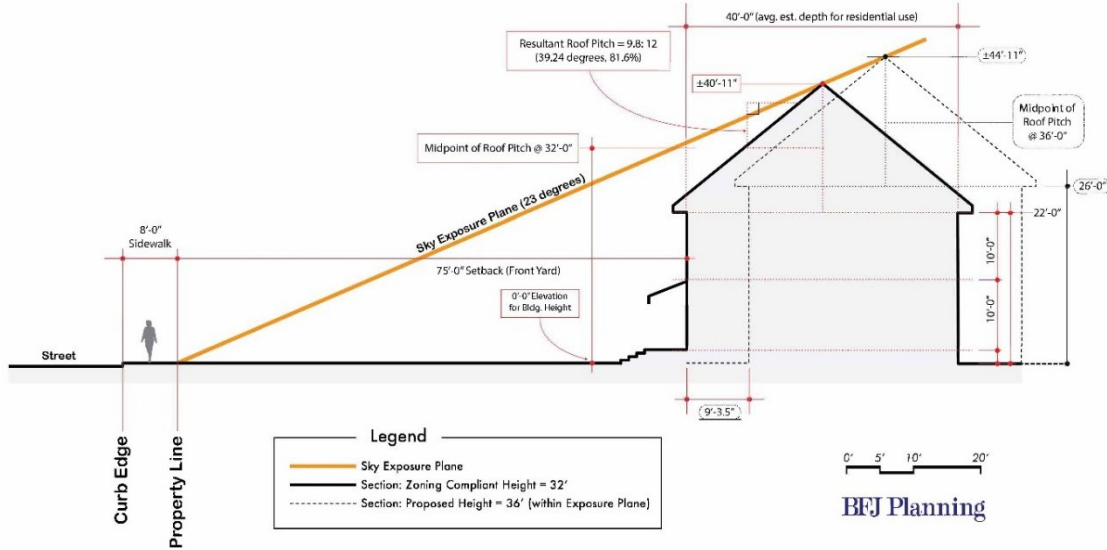


Figure 12: AA-1 District Sky Exposure Plan Analysis- Elevation Decline

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

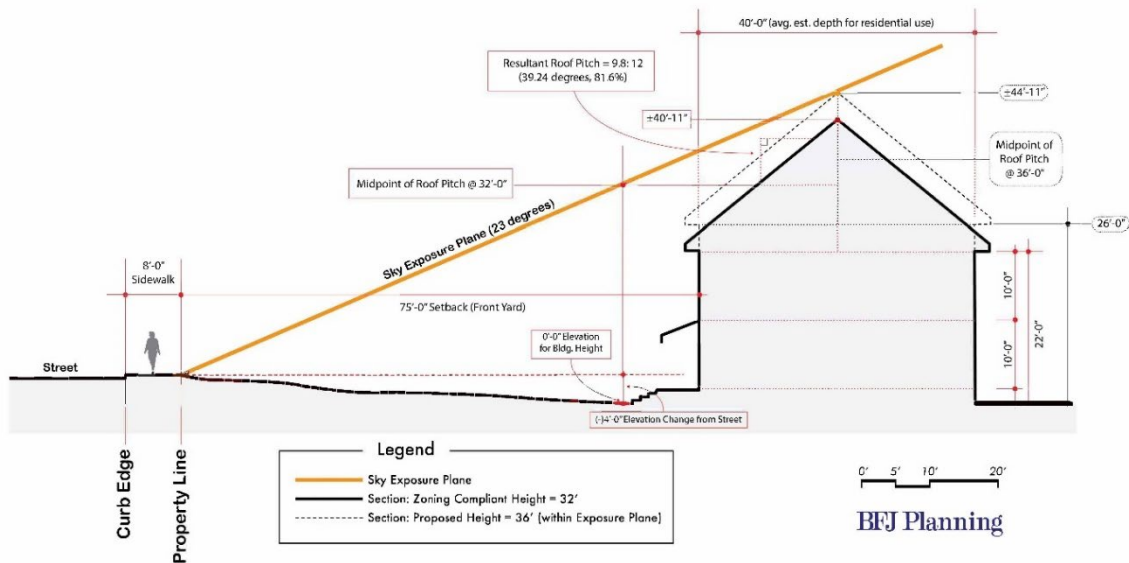
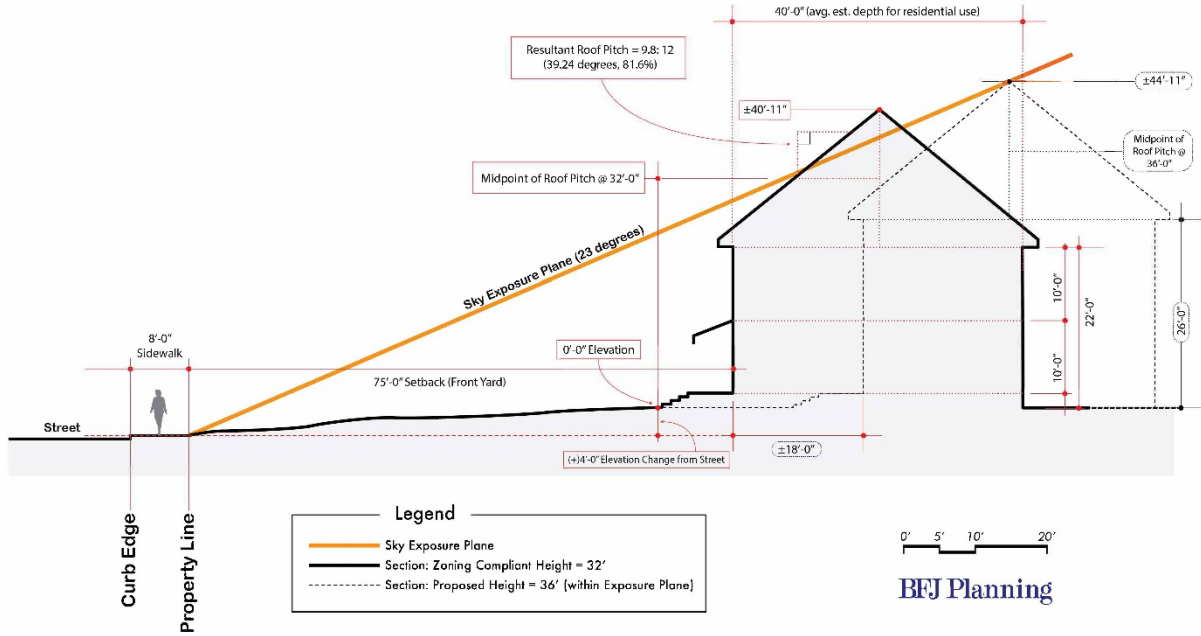


Figure 13: AA-1 District Sky Exposure Plan Analysis- Elevation Incline

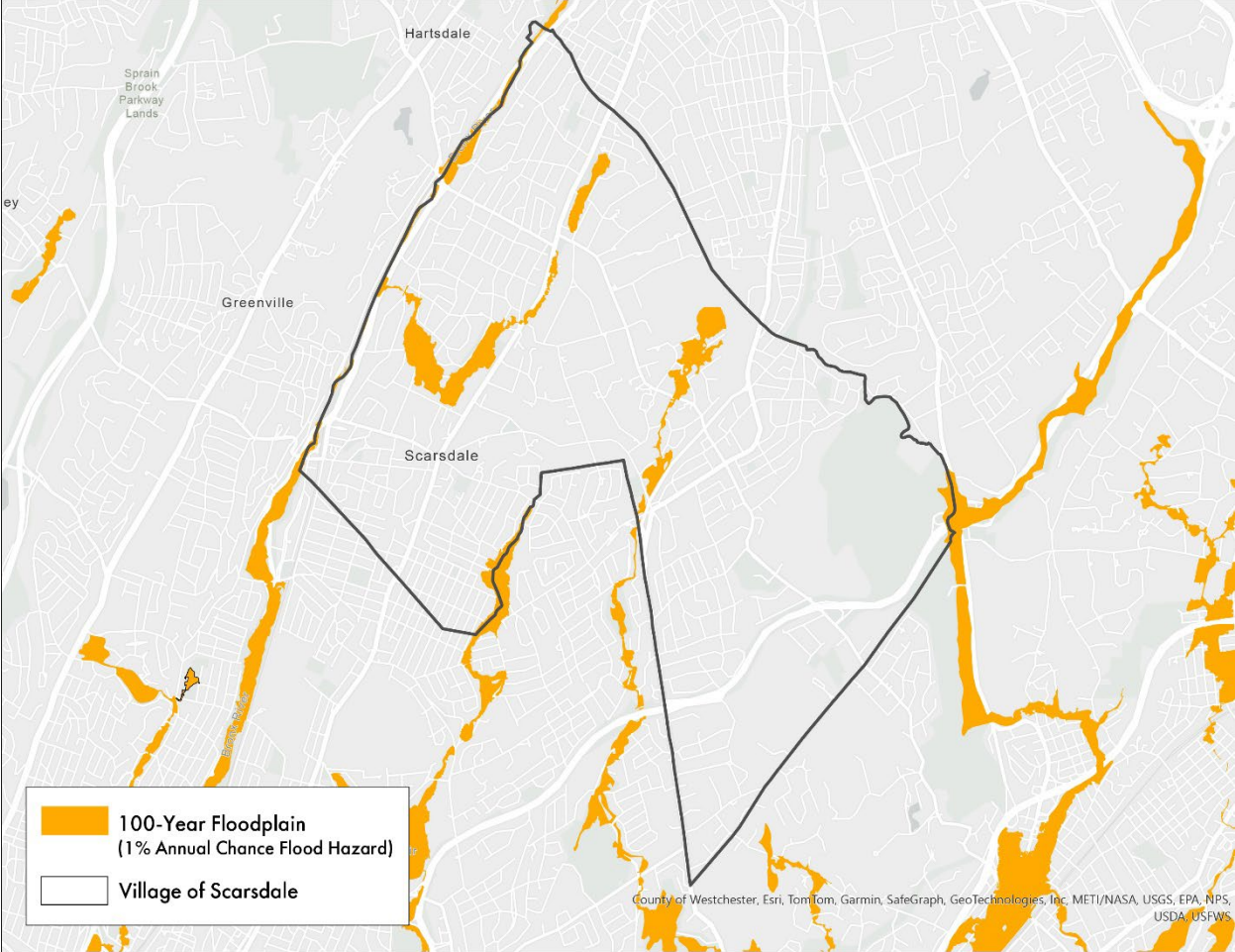
## Village of Scarsdale | Residential Sky Exposure Plane Analysis (AA-1 Zoning District) – Site with 4'-0" elevation incline



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



# BFJ Planning

## Appendix B: FAR Comparison

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

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

# BFJ Planning

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

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

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

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

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

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

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

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

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

# BFJ Planning

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

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

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

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

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

Definition of Total Square Footage:

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

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

**VILLAGE OF SCARSDALE  
BOARD OF TRUSTEES**

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

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

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

**Section 1.** Legislative Intent.

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

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

**Section 2.** Authority.

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

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

Article VI **Certificate of Use and Occupancy**

...

§ 132-60.1 Required for residential site plan approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

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

The site plan shall be accompanied by the following:

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

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

C. Site plan checklist:

(1) Legal data.

- (a) Section, block and lot numbers of the property taken from the latest tax records along with a copy of the most recent property card on file with the Assessor's office.
- (b) Title of the drawing, including the name and address of the applicant and person responsible for preparation of such drawing and the date, and date of revision, if any.
- (c) North arrow, scale and location map drawn to a scale of not less than one inch equals 1,000 feet.
- (d) Survey map accurately reflecting existing conditions and defining precisely the boundaries of the property, setbacks of all structures, location of easements and such other information as required by the Building Inspector or Village Engineer, including a topographical survey. Such survey shall be certified by a New York State licensed land surveyor no more than one year prior to the date of the application.
- (e) The locations, names, and existing widths of adjacent streets, including curblines.
- (f) The location and owners of all adjoining lands as shown on the latest tax records.
- (g) Copies of:

  - i. The deed to the property;
  - ii. All easements; and
  - iii. All existing and proposed deed restrictions or covenants applying to the property, including, but not limited to, covenants and agreements restricting the use and establishing future ownership and maintenance responsibilities for all private roads, recreation, and open space areas.
- (h) Existing and proposed zoning compliance table.
- (i) Any prior land use approvals with respect to the subject property.
- (a)(j) Any other legal agreements, documents or information required by the Planning Board.

(2) Natural features.

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

(3) Existing structures and utilities.

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

(4) Proposed development.

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

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

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

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

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

(s) An estimated project construction schedule.

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

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

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

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

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

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

§ 251-6 Construction management plan.

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

B. The CMP shall include the following information:

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

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

§ 251-7 Review Standards.

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

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

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

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

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

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

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

(9) Likelihood of nuisances.

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

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

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

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

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

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

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

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

(1) Surface water drainage;

(2) Sound and sight buffers;

(3) Natural light and air;

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

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

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

(1) The Comprehensive Plan;

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

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

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

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

§ 251-9 Expiration of site plan approval.

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

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

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

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

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

**Article I General Provisions**

...

**§ 310-2 Definitions.**

...

**REQUIRED OPEN SPACE**

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

...

**SITE DISTURBANCE**

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

**SKY EXPOSURE PLANE**

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

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

**Article II Use Restrictions**

§ 310-7 **Residence A Districts.**

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

...

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

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

**Article II Use Restrictions**

...

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

...

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

...

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

...

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

...

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

...

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

...

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

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

Article IV **Lot Area Coverage**

...

§ 310-21 **Definitions.**

...

**IMPERVIOUS SURFACES**

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

| Soil Class | Runoff Curve Number |
|------------|---------------------|
| Class A    | 77 and greater      |
| Class B    | 86 and greater      |
| Class C    | 90 and greater      |
| Class D    | 92 and greater      |

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

...

§ 310-22 Permitted coverages.

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

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

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

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

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

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

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

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

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

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

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

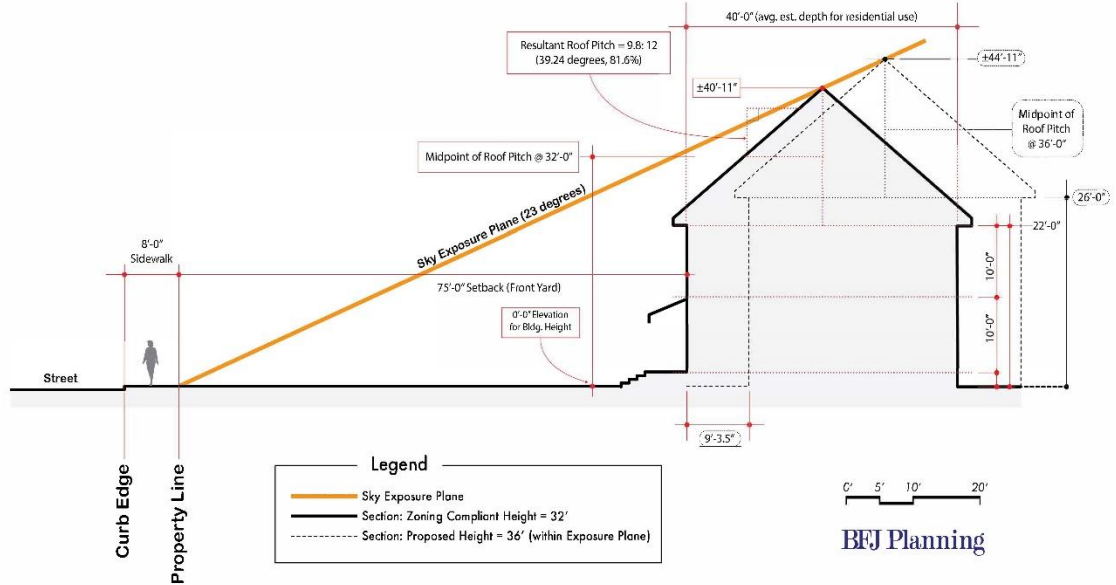
Article V **Building Heights and Areas**

...

§ 310-25 **Residence A Districts.**

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

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



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

...

§ 310-28.1 Village Center Area Districts.

...

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

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

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

...

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

...

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

...

(b) Senior citizen housing.

...

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

...

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

...

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

Article VII **Rear Yard Setbacks**

...

§ 310-47 **Accessory buildings.**

- A.** Any accessory building, ~~other than a private garage~~ except as set forth in § 310-48 of this Code, shall set back from the rear lot line at least:
- (1) In a Residence AA-1 District: 15 feet.
  - (2) In a Residence A-1 District: 10 feet.
  - (3) In a Residence A-2, A-2a or A-3 District: five feet.
  - (4) In a Residence A-4, A-5 or C District: ~~three~~ four feet, ~~but not less than four feet for a new or altered structure if the walls of the building have a combustible surface.~~

...

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

Article VIII **Side Yard Setbacks**

...

§ 310-51 **Residence A Districts.**

- A.** Except as provided in §§ ~~310-48, 310-53, 310-59~~ and ~~310-67~~, every building, other than a building on a corner lot, in a Residence A District shall set back from each side lot line at least:
- (1) In a Residence AA-1 District: 30 feet.
  - (2) In a Residence A-1 District: 20 feet.
  - (3) In a Residence A-2 ~~or A-2a~~ District: ~~15-18~~ 15-18 feet.
  - (4) In a Residence ~~A-2a A-3, A-4 or A-5 or B~~ District: ~~10-16~~ 10-16 feet.
  - (5) In a Residence ~~A-3~~ District: ~~12~~ 12 feet.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Article X General Regulations

...

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

...

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

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

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

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

...

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

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

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

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

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

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

| Lot Size<br>(square feet) | Maximum FAR        | Resulting Gross<br>Residential Floor Area<br>(square feet) |
|---------------------------|--------------------|--|
| 15,000                    | <u>0.2800-2900</u> | <u>4,4804,350</u>  |
| 16,000                    | <u>0.2700-2840</u> | <u>4,5904,544</u>  |
| 17,000                    | <u>0.2700-2780</u> | <u>4,8604,726</u>  |
| 18,000                    | <u>0.2600-2720</u> | <u>4,9404,896</u>  |
| 19,000                    | <u>0.2600-2660</u> | <u>5,2005,054</u>  |
| 20,000                    | <u>0.2500-2600</u> | <u>5,2505,200</u>  |
| 21,000                    | <u>0.2400-2540</u> | <u>5,2805,334</u>  |
| 22,000                    | <u>0.2400-2480</u> | <u>5,5205,456</u>  |
| 23,000                    | <u>0.2300-2420</u> | <u>5,5205,566</u>  |
| 24,000                    | <u>0.2250-2360</u> | <u>5,6255,664</u>  |
| 25,000                    | <u>0.2200-2300</u> | <u>5,7205,750</u>  |
| 26,000                    | <u>0.2150-2240</u> | <u>5,8055,824</u>  |
| 27,000                    | <u>0.2100-2180</u> | <u>5,8805,886</u>  |
| 28,000                    | <u>0.2050-2120</u> | <u>5,9455,936</u>  |
| 29,000                    | <u>0.2000-2060</u> | <u>6,0005,974</u>  |
| 30,000                    | <u>0.1950-2000</u> | <u>6,0456,000</u>  |
| 31,000                    | <u>0.4100-1955</u> | <u>2,4606,061</u>  |
| 32,000                    | <u>0.1900-1910</u> | <u>6,0806,112</u>  |
| 33,000                    | <u>0.1850-1865</u> | <u>6,1056,155</u>  |
| 34,000                    | <u>0.1800-1820</u> | <u>6,1206,188</u>  |
| 35,000                    | <u>0.1750-1775</u> | <u>6,1256,213</u>  |
| 36,000                    | <u>0.1730-1745</u> | <u>6,2286,282</u>  |

| Lot Size<br>(square feet) | Maximum FAR        | Resulting Gross<br>Residential Floor Area<br>(square feet) |
|---------------------------|--------------------|--|
| 37,000                    | <u>0.1700.1715</u> | <u>6,2906,346</u>  |
| 38,000                    | <u>0.1670.1685</u> | <u>6,3466,403</u>  |
| 39,000                    | <u>0.1630.1655</u> | <u>6,3576,455</u>  |
| 40,000                    | <u>0.1600.1625</u> | <u>6,4006,500</u>  |
| 41,000                    | <u>0.1600.1605</u> | <u>6,5606,581</u>  |
| 42,000                    | <u>0.1570.1585</u> | <u>6,5946,657</u>  |
| 43,000                    | <u>0.1550.1565</u> | <u>6,6656,730</u>  |
| 44,000                    | <u>0.1530.1545</u> | <u>6,7326,798</u>  |
| 45,000                    | <u>0.1500.1525</u> | <u>6,7506,863</u>  |
| 46,000                    | <u>0.1500.1510</u> | <u>6,9006,946</u>  |
| 47,000                    | <u>0.1470.1495</u> | <u>6,9027,027</u>  |
| 48,000                    | <u>0.1450.1480</u> | <u>6,9607,104</u>  |
| 49,000                    | <u>0.1430.1465</u> | <u>7,0077,179</u>  |
| 50,000                    | <u>0.1430.1450</u> | <u>7,1507,250</u>  |
| 51,000                    | <u>0.1430.1450</u> | <u>7,2937,395</u>  |
| 52,000                    | <u>0.1430.1450</u> | <u>7,4367,540</u>  |
| 53,000                    | <u>0.1430.1450</u> | <u>7,5797,685</u>  |
| 54,000                    | <u>0.1430.1450</u> | <u>7,7227,830</u>  |
| 55,000                    | <u>0.1430.1450</u> | <u>7,8657,975</u>  |
| 56,000                    | <u>0.1430.1450</u> | <u>8,0088,120</u>  |
| 57,000                    | <u>0.1430.1450</u> | <u>8,1518,265</u>  |
| 58,000                    | <u>0.1430.1450</u> | <u>8,2948,410</u>  |

| Lot Size<br>(square feet) | Maximum FAR        | Resulting Gross<br>Residential Floor Area<br>(square feet) |
|---------------------------|--------------------|--|
| 59,000                    | <u>0.1430.1450</u> | <u>8,4378,555</u>  |
| 60,000                    | <u>0.1430.1450</u> | <u>8,5808,700</u>  |
| 61,000                    | <u>0.1430.1450</u> | <u>8,7238,845</u>  |
| 62,000                    | <u>0.1430.1450</u> | <u>8,8668,990</u>  |
| 63,000                    | <u>0.1430.1450</u> | <u>9,0099,135</u>  |
| 64,000                    | <u>0.1430.1450</u> | <u>9,1529,280</u>  |
| 65,000                    | <u>0.1430.1450</u> | <u>9,2959,425</u>  |
| 66,000                    | <u>0.1430.1450</u> | <u>9,4389,570</u>  |
| 67,000                    | <u>0.1430.1450</u> | <u>9,5819,715</u>  |
| 68,000                    | <u>0.1430.1450</u> | <u>9,7249,860</u>  |
| 69,000                    | <u>0.1430.1450</u> | <u>9,86710,005</u>   |
| 70,000                    | <u>0.1430.1450</u> | <u>10,01010,150</u>  |
| 71,000                    | <u>0.1430.1450</u> | <u>10,15310,295</u>  |
| 72,000                    | <u>0.1430.1450</u> | <u>10,29610,440</u>  |
| 73,000                    | <u>0.1430.1450</u> | <u>10,43910,585</u>  |
| 74,000                    | <u>0.1430.1450</u> | <u>10,58210,730</u>  |
| 75,000                    | <u>0.1430.1450</u> | <u>10,72510,875</u>  |
| 76,000                    | <u>0.1430.1450</u> | <u>10,86811,020</u>  |
| <u>77,000</u>             | <u>0.143</u>       | <u>11,011</u>  |
| <u>78,000</u>             | <u>0.143</u>       | <u>11,154</u>  |
| <u>79,000</u>             | <u>0.142</u>       | <u>11,218</u>  |
| <u>80,000</u>             | <u>0.142</u>       | <u>11,360</u>  |

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

...

§ 310-104 Side yard setback FAR incentive bonus.

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

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

Article XV **Enforcement and Administration**

...

§ 310-98 **Fees.**

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

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

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

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

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

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

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

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

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

**Section 18.** Numbering for Codification.

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

**Section 19.** Severability.

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

**Section 20.** Effective Date.

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

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

**Instructions for Completing Part 1**

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

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

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

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

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

**B. Government Approvals**

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

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

**C. Planning and Zoning**

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

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

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

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

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

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

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If Yes,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Yes,

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

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

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

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

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

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

ii. If Yes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.2. Project Operations**

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

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

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

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

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

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

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

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

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

viii. Will the excavation require blasting?  Yes  No

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

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

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

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

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Land uses and covertypes on the project site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

**F. Additional Information**

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

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

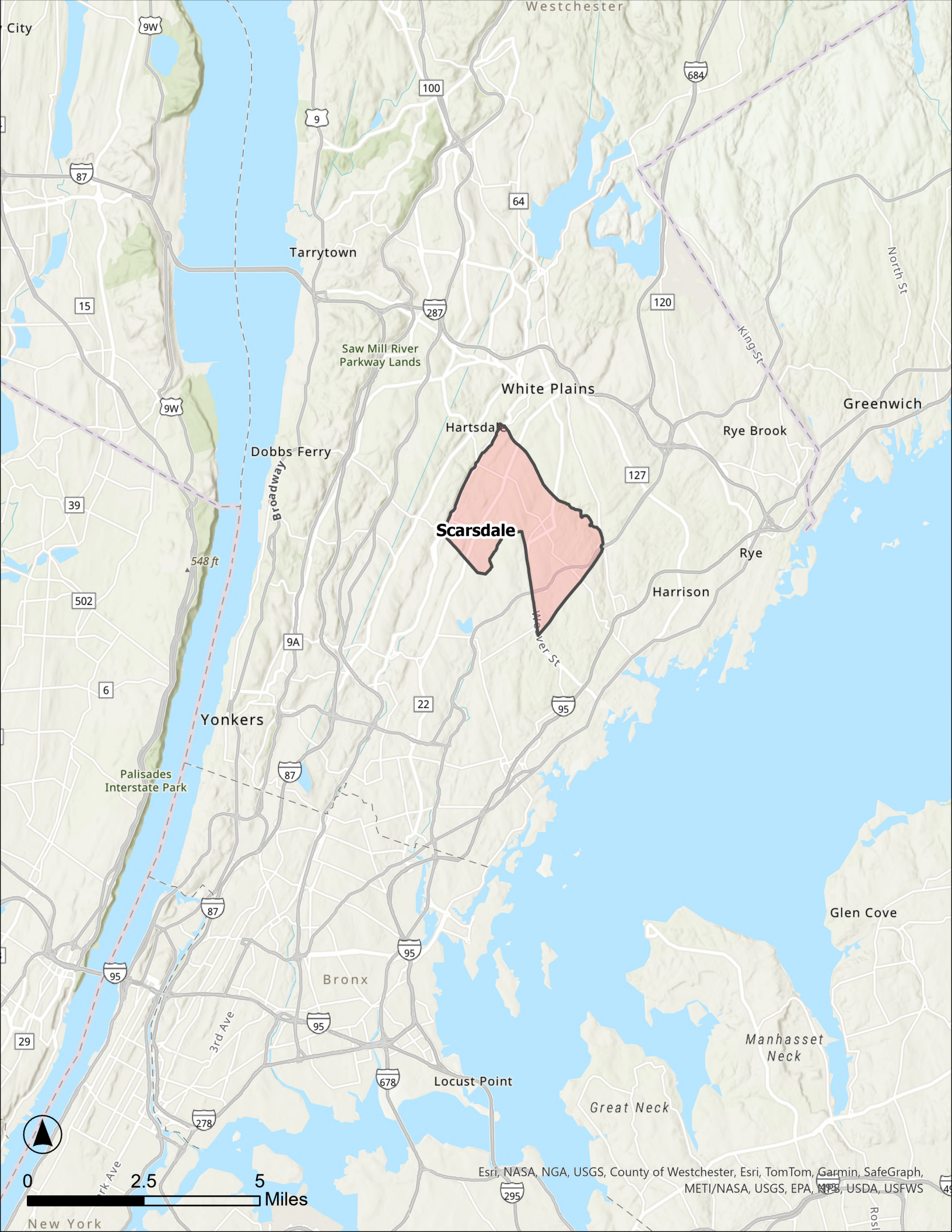
*All impacts identified are beneficial.*

**G. Verification**

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

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

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



**Scarsdale**



**Date:** Tuesday, May 14, 2024

**Re:** Resolution for Award of a Contract for Automatic License  
Plate Readers - Trustee Mazer

**COVER PAGE**  
***Police Department***

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**ATTACHMENT(S):**

- [Resolution](#)
- [NYS OGS Contract Award](#)
- [Quote](#)

**Resolution Re: Award of a Contract for Automatic License Plate Readers**

WHEREAS, General Municipal Law Section 104 authorizes political subdivisions, such as Scarsdale, to make purchases through contracts issued through the office of New York State General Services.”; now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to execute Sate Contract #23173 in substantially the same form as attached hereto, subject to modification by counsel, in the amount of \$35,270.00, with all costs to be charged to Capital Budget Account H-3197-962 2022-111, and be it further

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

Date: May 14, 2024



# Contract Award Notification

|                                  |  |
|----------------------------------|--|
| <b>Title</b> :                   | <b>Group 38232 – Hazardous Incident Response Equipment (HIRE)</b><br><b>Classification Code(s): 41, 42, 43, 46, 85, 92</b> |
| <b>Award Number</b> :            | <b><u>23173</u></b> (Replaces 22872)   |
| <b>Contract Period</b> :         | <b>June 1, 2020 – May 31, 2025</b>   |
| <b>Bid Opening Date</b> :        | <b>September 10, 2019</b>  |
| <b>Date of Issue</b> :           | <b>June 1, 2020 (revised February 9, 2024)</b>   |
| <b>Specification Reference</b> : | <b>As Incorporated In The Solicitation</b>   |
| <b>Contractor Information</b> :  | <b>Begins on Page 3 of This Award</b>  |

## Address Inquiries To:

| State Agencies & Vendors |                                  | Political Subdivisions & Others |                              |
|--------------------------|----------------------------------|---------------------------------|------------------------------|
| Name :                   | Bradford Deforge                 | Procurement Services            |                              |
| Title :                  | Contract Management Specialist I | Customer Services               |                              |
| Phone :                  | 518-473-3876                     | Phone :                         | 518-474-6717                 |
| Fax :                    | N/A                              | Fax :                           | 518-474-2437                 |
| E-mail :                 | psghire@ogs.ny.gov               | E-mail :                        | customer.services@ogs.ny.gov |

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

## Description

The purpose of these Contracts is to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL).

PR #23173

(continued)

**NOTE: See individual contract items to determine actual awardees.**

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Resellers) may be found on a separate attachment titled "CONTRACTOR INFORMATION" which is housed on the Award Summary page.

Contractor information (i.e. DHS AEL Categories Offered, Volume Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled "CONTRACTOR INFO PAGE" which is housed on the "CONTRACTOR INFORMATION" page.

**SCOPE:**

It is the intent of this Award to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL). The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The list consists of 21 equipment Categories, which are divided into Categories, Sub-Categories and then individual equipment items (Products). For purposes of this Award, OGS has limited and/or excluded Categories, Sub-Categories and/or items within the DHS AEL. Additional details regarding limitations and exclusions may be found on a separate attachment titled "DHS AEL" which is housed on the Award Summary page.

The following Categories are available under Award No. 23173

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment (Unmanned Aircraft/Drones Excluded)
4. Information Technology (Equipment Only (Example: Simulators such as Portable Meteorological Devices))
5. ~~Cyber Security Enhancement Equipment~~ (Entire Category Excluded)
6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories)
7. Detection Equipment
8. Decontamination Equipment
9. Medical Equipment (Pharmaceuticals Excluded)
10. Power Equipment
11. CBRNE Reference Materials (Databases Excluded)
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, 2-Wheeled Transports, Robot Trailers, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories Only)
13. ~~Terrorism Incident Prevention Equipment~~ (Entire Category Excluded)
14. Category 14 – Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Systems, Jersey Walls/Barriers Only)
15. Category 15 – Inspection and Screening Systems
16. Category 16 – Animal and Plants (Equipment Only; Pharmaceuticals Excluded)

- 17. Category 17 – CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats and their Parts and Accessories Only)
- 18. Category 18 – CBRNE Aviation Equipment (Limited to Night Vision Equipment, Forward Looking Infrared Equipment (FLIR), and Aircraft Mounted CBRNE Detection Equipment Only)
- 19. Category 19 – CBRNE Logistical Support Equipment
- 20. Category 20 – Intervention Equipment
- 21. Category 21 – Other Authorized Equipment (Maintenance, Calibration, & Training for Equipment Bid Only)

| <u><b>NYS OGS<br/>CONTRACT NUMBER</b></u> | <u><b>CONTRACTOR INFORMATION</b></u>   | <u><b>DHS AEL CATEGORIES</b></u>               |
|---|--|--|
| <b>PC69006<br/>SB</b>                     | <b>AAA Emergency Supply Co., Inc.</b><br>635 North Broadway<br>White Plains, NY 10603<br>FEIN#: 13-1994315<br>VID#: 1000026081                       | 1, 3, 6, 7, 8, 9, 10, 12, 19, 21               |
| <b>PC69008</b>                            | <b>All Safe Industries, Inc.</b><br>11360 Bluegrass Parkway<br>Louisville, KY 40299<br>FEIN#: 61-1338843<br>VID#: 1100235356                         | 1, 3, 4, 7, 8, 9, 16, 19, 21                   |
| <b>PC69010</b>                            | <b>AramSCO, Inc.</b><br>1480 Grandview Ave, PO Box 29<br>Thorofare, NJ 08086<br>FEIN#: 84-1674268<br>VID#: 1000009731                                | 1, 3, 6, 7, 8, 9, 10, 12, 19                   |
| <b>PC69011</b>                            | <b>Atlantic Diving Supply, Inc. dba ADS</b><br>621 Lynnhaven Parkway, Suite 160<br>Virginia Beach, VA 23452<br>FEIN#: 54-1867268<br>VID#: 1000032148 | 1, 2, 3, 8, 9, 10, 17, 18                      |
| <b>PC69013<br/>WBE<br/>SB</b>             | <b>Better Power, Inc.</b><br>200 Mile Crossing Blvd. Suite 1B<br>Rochester, NY 14624<br>FEIN#: 16-1422551<br>VID#: 1000008177                        | 10, 14   |
| <b>PC69015</b>                            | <b>CEIA USA Ltd.</b><br>9155 Dutton Drive<br>Twinsburg, OH 44087<br>FEIN#: 31-1504710<br>VID#: 1000040545  | 7  |
| <b>PC69017</b>                            | <b>Common Cents EMS Supply, LLC</b><br>304 Boston Post Rd Ste 2<br>Old Saybrook, CT 06475<br>FEIN#: 10-0001427<br>VID#: 1100133302                   | 9  |
| <b>PC69018</b>                            | <b>DiVal Safety Equipment, Inc.</b><br>1721 Niagara St.<br>Buffalo, NY 14207<br>FEIN#: 16-1104585<br>VID#: 1000003488                                | 1, 3, 4, 6, 7, 8, 9, 10, 12, 16,<br>17, 19, 21 |

|   |   |   |
|---|---|---|
| <b>PC69020</b>                            | <b>Federal Resources Supply Company</b><br>235G Log Canoe Circle<br>Stevensville, MD 21666<br>FEIN#: 52-2133636<br>VID#: 1000044935                         | 1, 2, 3, 4, 7, 8, 9, 10, 15, 19, 21         |
| <b>PC69021</b>                            | <b>Galls, LLC</b><br>1340 Russell Cave Road<br>Lexington, KY 40505<br>FEIN#: 20-3545989<br>VID#: 1000040127   | 1   |
| <b>PC69022</b><br><b>WBE</b><br><b>SB</b> | <b>Hi-Tech Fire &amp; Safety, Inc.</b><br>120 Toledo Street<br>Farmingdale, NY 11735<br>FEIN#: 11-2984005<br>VID#: 1000024515                               | 1, 3, 7, 8                                  |
| <b>PC69023</b>                            | <b>Laerdal Medical Corporation</b><br>167 Myers Corners Road<br>Wappingers Falls, NY 12590<br>FEIN#: 13-2587752<br>VID#: 1000026166                         | 1, 9, 21                                    |
| <b>PC69024</b><br><b>WBE</b>              | <b>LAURUS Systems, Inc.</b><br>3460 Ellicott Center Dr. Suite 101<br>Ellicott City, MD 21043<br>FEIN#: 52-2326481<br>VID#: 1000009468                       | 7, 15, 21                                   |
| <b>PC69026</b>                            | <b>Municipal Emergency Services, Inc.</b><br>66 Firemen's Way<br>Poughkeepsie, NY 12603<br>FEIN#: 65-1051374<br>VID#: 1000048430                            | 1, 3, 7, 8, 9, 10, 19, 20, 21               |
| <b>PC69027</b>                            | <b>NDI Technologies, Inc. dba</b><br><b>NDI Recognition Systems</b><br>105 East SR 434<br>Winter Springs, FL 32708<br>FEIN#: 76-0730481<br>VID#: 1100015554 | 3   |
| <b>PC69029</b>                            | <b>Rapiscan Systems, Inc.</b><br>2805 Columbia Street<br>Torrance, CA 90503-3804<br>FEIN#: 95-4413488<br>VID#: 1000056125                                   | 7, 15                                       |
| <b>PC69030</b>                            | <b>Safeware, Inc.</b><br>4403 Forbes Blvd<br>Lanham, MD 20706<br>FEIN#: 52-1152883<br>VID#: 1000040889  | 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 15, 19, 21 |
| <b>PC69031</b>                            | <b>SecureWatch24, LLC dba</b><br><b>SW24</b><br>One Penn Plaza, Suite 4000<br>New York, NY 10119<br>FEIN#: 20-0914683<br>VID#: 1000044257                   | 1, 4, 7, 9, 10, 14, 21                      |
| <b>PC69032</b>                            | <b>Selex ES, Inc.</b><br>7 Sutton Place<br>Brewster, NY 10509<br>FEIN#: 98-0353098<br>VID#: 1100121125  | 3, 4  |

|                       |   |  |
|-----------------------|---|--|
| <b>PC69033</b>        | <b>Smiths Detection, Inc.</b><br>2202 Lakeside Boulevard<br>Edgewood, MD 21040<br>FEIN#: 22-3552823<br>VID#: 1000008854                                       | 2, 7, 15, 21   |
| <b>PC69034<br/>SB</b> | <b>South Shore Fire &amp; Safety Equipment Distributors, Inc.</b><br>579 East Meadow Avenue<br>East Meadow, NY 11554<br>FEIN#: 11-1996719<br>VID#: 1000005586 | 1, 3, 7, 8, 19, 20, 21                                 |
| <b>PC69035</b>        | <b>SRT Supply, LLC</b><br>135 West Adams St<br>Jacksonville, FL 32202<br>FEIN#: 59-3281291<br>VID#: 1100213932  | 1, 3, 9, 10  |
| <b>PC69037</b>        | <b>Strack, Inc. dba<br/>Strack Tactical Solutions</b><br>410 Albacore Drive<br>Yorktown, VA 23692<br>FEIN#: 45-5122582<br>VID#: 1100139979                    | 1, 2, 3, 4, 7, 8, 9, 10, 12, 14,<br>19, 20, 21         |
| <b>PC69038<br/>SB</b> | <b>Strategic Safety Dynamics, LLC</b><br>279 4 <sup>th</sup> Avenue<br>St. James, NY 11780<br>FEIN#: 27-1345037<br>VID#: 1100132883                           | 1, 2, 3, 4, 7, 8, 9, 10, 12, 14,<br>16, 17, 19, 20, 21 |
| <b>PC69039</b>        | <b>Tactical &amp; Survival Specialties, LLC</b><br>3900 Early Road<br>Harrisonburg, VA 22801<br>FEIN#: 54-1542266<br>VID#: 1000032133                         | 1, 3, 6, 19, 20  |
| <b>PC69040</b>        | <b>Tava Products, LLC</b><br>687 Lofstrand Lane Unit A<br>Rockville, MD 20850<br>FEIN#: 27-4724070<br>VID#: 1100140005  | 1, 2, 3, 7, 8, 9, 10, 14, 19                           |
| <b>PC69042</b>        | <b>Thermo Scientific Portable Analytical Instruments, Inc.</b><br>2 Radcliff Road<br>Tewksbury, MA 01876<br>FEIN#: 98-1318097<br>VID#: 1100010825             | 7, 21  |
| <b>PC69044</b>        | <b>United Uniform Distribution, LLC</b><br>495 North French Road<br>Buffalo, NY 14228<br>FEIN#: 81-0867283<br>VID#: 1100160087                                | 1, 2, 3, 9, 19, 20                                     |

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

|          |                           |
|----------|---------------------------|
| RS,RP,RA | Recycled                  |
| RM       | Remanufactured            |
| SW       | Solid Waste Impact        |
| EE       | Energy Efficient          |
| E*       | EPA Energy Star           |
| ES       | Environmentally Sensitive |

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**PRICE:**

Price shall include all customs, duties, and charges and be net, F.O.B. destination any point Statewide (NY). Price Lists containing Not-To-Exceed prices can be found on the OGS Website at: <https://www.ogs.ny.gov/purchase/snt/awardnotes/3823223173ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.  
(See "Contract Payments" and "Electronic Payments" in this document.)**

**DISCOUNTS:**

Prices are discount from Manufacturer's List Price. Individual item discounts are located on each Contractor's "PRICING PAGE" and Volume discounts are available on each Contractor's "CONTRACTOR INFO PAGE" on the OGS website:

<https://www.ogs.ny.gov/purchase/spg/awards/3823223173CAN.HTM>

**DELIVERY:**

3823223173ra9

- A. Prices shall include all customs, duties, and charges and be net, F.O.B. destination any point within New York State (statewide) as designated by the ordering agency, including dock delivery and tailgate of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck.
- B. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the Authorized User and, if applicable, from OGS Procurement Services.
- C. The Contractor may allow multiple delivery points within New York State, from the same Authorized User, at the Authorized User's discretion, at the time the order is placed, and/or prior to delivery. Additional delivery fees may not be charged.
- D. Upon agreement between the Authorized User and Contractor, delivery locations may be expanded per the "Extension of Use" clause. Deliveries made outside of New York State are at the discretion of the Contractor. Additional fees for shipping may be charged for deliveries to other participating states per the Extension of Use Section. Additional shipping charges will be actual shipping charges, F.O.B destination, pre-paid and added only.

**AUTHORIZED RESELLERS:**

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include: Contractors may utilize approved Authorized Resellers to participate as alternate distribution sources under the contract. Authorized Resellers may be added at any time during the Contract term, or extension, provided that the Contractor complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

- A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Contractor Reseller Distributor Information Sheet*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).
- B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

**INSTALLATION:**

Installation services are excluded from the scope of this Contract. Authorized Users may purchase Products requiring installation; however, any installation shall be procured separately following the Authorized User's regular procurement procedures and considering any Public Works requirements. For questions about whether a proposed installation constitutes public work, Contractors should contact their local New York State Department of Labor's Bureau of Public Work district office.

**HOW TO USE:**

A How to Use is provided by OGS, and is located on the OGS HIRE Website, here:  
<https://www.ogs.ny.gov/purchase/spg/awards/3823223173CAN.HTM>

**State of New York  
Office of General Services  
Procurement Services  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

|   | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs              |           |      |            |              |
| • Product meets contract specifications |           |      |            |              |
| • Pricing                               |           |      |            |              |

**CONTRACTOR**

|                                     | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery            |           |      |            |              |
| • Completeness of order (fill rate) |           |      |            |              |
| • Responsiveness to inquiries       |           |      |            |              |
| • Employee courtesy                 |           |      |            |              |
| • Problem resolution                |           |      |            |              |

Comments: \_\_\_\_\_

\_\_\_\_\_

(over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

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

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

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return to:**

OGS Procurement Services  
Customer Services, 38th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
customer.services@ogs.ny.gov  
\* \* \* \* \*



Selex ES, Inc  
 Elsag ALPR/ANPR Solutions  
 4221 Tudor Lane  
 Greensboro, NC 27410  
 UEI / SAM #: U2TTM1K22189  
 FED TAX ID: 98-0353098

GL: H-3197-962 2022-111-Automatic License Plate Readers

## QUOTE

Prepared By: Stephanie Pluchino stephanie.pluchino@leonardocompany-us.com  
 Phone: (845) 490-1381

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

|   |                                    |
|---|------------------------------------|
| Quote#: 29764   | Quote Date: 4/15/2024              |
| Funding Source:   | Quote Expiry Date: 7/14/2024       |
| Grant Details:  | Requested Delivery Date: 8/31/2024 |
| Payment Method:   | Rate Sheet: Base Price             |
| Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro<br><b>Make checks payable to Selex ES, Inc.</b> |                                    |

Contracts: NYS OGS Hazardous Incident Response Equipment (HIRE) Award #23173 Contract #PC69032 Expires May 31, 2025

Comments: Leonardo Elsag M8 mobile system (2) (2 camera). It includes installation and the first year of hardware and software warranty. Software will be installed on a computer provided by the agency- requires an available ethernet port and USB port.  
 Extended warranty included in quote.

|          |  |          |  |
|----------|--|----------|--|
| Bill To: | Scarsdale Police Department, Village of - NY<br>50 Tompkins Road<br>Scarsdale, NY 10583<br>United States | Ship To: | Scarsdale Police Department, Village of - NY<br>50 Tompkins Road<br>Scarsdale, NY 10583<br>United States |
|----------|--|----------|--|

| Product Qty | Product/Service  | Unit Price | Amount      |
|-------------|--|------------|-------------|
| 2           | 140042 - ELSAG Plate Hunter™ M8 – 2 Camera   | \$9,950.00 | \$19,900.00 |
| 2           | 510322-5.X - EOC Operation Center License 5.X<br>Connects Scarsdale EOC or WIC   | \$1,275.00 | \$2,550.00  |
| 2           | 210020 - Tech Dispatch<br>Onsite technician install  | \$1,250.00 | \$2,500.00  |
| 6           | 520001-MOBILE-2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System<br>Three year extended warranty on LPR for a total of four years coverage (1 system x 3 years) | \$1,720.00 | \$10,320.00 |
| Subtotals   | Goods & Services Sub-total (Pre-tax): Contract Items   |            | \$0.00      |
|             | Goods & Services Sub-total (Pre-Tax): Non Contract Items   |            | \$35,270.00 |
| Upfront     | Goods & Services Sub-total (Pre-tax):  |            | \$35,270.00 |

| Product Qty | Product/Service         | Unit Price | Amount      |
|-------------|-------------------------|------------|-------------|
| Tax         | Tax Exempt              |            | \$0.00      |
| Total       | Goods & Services Total: |            | \$35,270.00 |



## Quote Offer Terms and Conditions

**This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.**

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

**Shipment and Delivery.** All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

**Title.** Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

**Payment Terms.** Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

**Taxes** may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

**Cancellation or Delay.** Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

**Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.**

**Applicable Law.** The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

**FORCE MAJEURE.** Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

**COMPLIANCE WITH LAWS.** Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

**EXPORT COMPLIANCE.** This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.



**April 15, 2024**

Scarsdale Police Department  
50 Tompkins Road  
Scarsdale, NY 10583

**Selex Sole Source Vendor**

Selex ES Inc. also known as ELSAG, is the legal subsidiary of the fully owned Leonardo US Cyber and Security Solutions, LLC. ELSAG is the product branding for our automatic license plate recognition (ALPR) systems. Leonardo manufactures the ELSAG MPH-900 LPR systems and propriety software. Leonardo ALPR systems are manufactured in Greensboro, NC along with our help desk headquarters out of Greensboro, NC. Leonardo's local technicians are hired and trained to be onsite for technical support when required and are based out of NJ, NYC, MD, VA and Greensboro, NC.

Scarsdale Police Department is currently using mobile ALPR systems, equipped with ELSAG® ALPR Car System software, all exclusively developed and manufactured by Selex ES, Inc. These systems communicate with the ELSAG® Enterprise Operations Center (EOC), hosted at the Scarsdale Police Department Server as the database and central repository for their ALPR data. The software used in Car System and EOC are proprietary systems developed and owned by Selex ES Inc, including the database, source code, and documentation. The database design and schema are also proprietary to Selex ES, Inc.

To obtain full capability of the ALPR system, Leonardo ELSAG® ALPR mobile or fixed systems which are added to the infrastructure currently in place must be manufactured by Selex ES Inc. using the proprietary hardware design and configuration designed for use with the Car System software. A central server must use the proprietary ELSAG® EOC software to be compatible with Leonardo ELSAG® ALPR systems and allows for data sharing across ELSAG systems, automatic hotlists updates and data queries.

Some specific facts about Leonardo:

- The EOC software includes proprietary features that allow all Leonardo LPR units to report into the county hosted EOC server for real time data sharing and hotlist downloads. The EOC software is the only available solution to be networked with other Leonardo LPR customers for data sharing between law enforcement agencies.
- Leonardo is the only LPR manufacturer that produces our own LPR equipment in the U.S. (Greensboro, NC). Repairs and replacements are covered under the warranty and managed out of Greensboro, NC. This includes all hardware associated with cameras, processors, Pole Cams, Trailers and FCU's. If a camera or processor breaks, Leonardo is

**Selex ES Inc., a Leonardo Company**  
4221 Tudor Lane  
Greensboro, NC 27410 USA  
Tel +1 877 773 5724  
Fax + 1 336 379 7164

7 Sutton Place  
Brewster, NY 10509 USA  
Tel +1 845 278 5425  
[info@leonardocompany-us.com](mailto:info@leonardocompany-us.com)



the only manufacturer that can provide parts. No other vendor distributes ELSAG MPH-900 gear. Warranty exclusions include camera cables and power cables. Cables are covered under first year warranty only.

- Processor is guaranteed reading ability of all plates including flat and vanity plates throughout the life of the system.
- The ability to read and process tags at an accuracy rate of over 96%.
- Leonardo is on the OGS HIRE, GSA and Omnia Contract.

Please let me know if I can answer any questions.

Sincerely,

Stephanie Pluchino

Northeast Field Operations Manager

**Leonardo US Cyber and Security Solutions, LLC**

M: (845) 490-1381



## Scarsdale Police Department Inter-Departmental Memo

To: Chief Matturro  
From: Lt. DelBene  
Date: April 16, 2024  
Subject: Purchase of 2 ELSAG ALPR's

---

Chief,

It is my recommendation to purchase 2 ELSAG ALPRs to equip our enforcement vehicles with this technology. The ALPRs will be used both as an enforcement tool and to assist us with investigations. The funds from this purchase would come from a capital project that was approved in 2022.

Leonardo, the parent company of ELSAG, is the brand of equipment we are currently using in three of our police vehicles. We currently use the proprietary software associated with these ALPRs. We are also hosting ELSAG's Enterprise Operations Center (EOC) in our server room. The EOC acts as the central repository for our ALPR data. Since we have done all the "back-end" work to integrate the ELSAG ALPR's software, I feel it would be financially prudent to not introduce another product into our fleet.

In addition to this, Leonardo is on OGS HIRE, GSA, and Omnia Contract.

I have also attached a sole source letter to this memo from Leonardo.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/><b>Selex ES Inc</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above<br/>Enter if a business is operating with a different name (DBA)</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ *</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br/><b>4221 Tudor Lane</b></p> <p><b>6</b> City, state, and ZIP code<br/><b>Greensboro, NC 27410</b></p> <p><b>7</b> List account number(s) here (optional)</p>   | <p>Requester's name and address (optional)</p>  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |
|                                       |   |   |   |   |   |   |   |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |
| 9                                     | 8 | - | 0 | 3 | 5 | 3 | 0 | 9 | 8 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |   |                   |
|------------------|---|-------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Madelaine Plumery</i> | Date ▶ 11/30/2023 |
|------------------|---|-------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Date:** Tuesday, May 14, 2024

**Re:** Public Comments Received between April 24, 2024 and May 8, 2024

**COVER PAGE**

***Village Manager's Office***

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Attached, please find the public comments received between April 24, 2024 and May 8, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

**ATTACHMENT(S):**

- [Nicassio - Farragut Road](#)

## Christine Sciandra

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**From:** Caroline Nicassio <cnicassio@gmail.com>  
**Sent:** Friday, May 3, 2024 12:23 PM  
**To:** Public Comments  
**Cc:** Paul Palazzo; MaryAnn Germani  
**Subject:** 0 Farragut New Construction Concerns

CAUTION: External sender.

Dear Board of Trustees,

I am writing to express concern for another development in Scarsdale planned for 0 Farragut Road. This development requires the cutting down of many healthy village trees in order to create a driveway at the end of Farragut Road. This project also involves building on a plot of land that is restricted to building based on zoning laws. In addition, there is a beautiful village tree-lined walkway between Farragut and Lennox Road that is in danger of being eliminated or altered as a result of this construction. I will be attending the BAR meeting on May 13th. Please let me know if there are any addition steps you think I should take in order to try to prevent to illegal cutting down of village trees and building on land not zoned for construction.

Many thanks

Caroline Nicassio



**Date:** Tuesday, May 14, 2024

**Re:** Minutes from the April 09, 2024 Town Board Regular Meeting

**COVER PAGE**

***Village Clerk's Office***

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**ATTACHMENT(S):**

- [Minutes 4-9-2024 Town Board Meeting.docx](#)

TOWN BOARD MEETING

Rutherford Hall & Video Conference  
Town of Scarsdale  
April 9, 2024

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, April 9, 2024, at 9:28 p.m.

Present were Mesdames Brew and Gruenberg, and Messrs. Arest, Gans, Mazer and Whitestone. Mr. Ahuja. Also present were Acting Village Manager Marshall, Town Clerk Emanuel, and Town Counsel Ward-Willis.

Mr. Arest presided.

\* \* \* \* \*

Minutes

Upon a motion entered by Ms. Gruenberg, and seconded by Mr. Mazer, the minutes of the Town Board Meeting of March 12, 2024, were approved by the vote indicated below:

AYES

ABSTENTIONS

ABSENT

Mr. Arest

Mr. Ahuja

Ms. Brew

Mr. Gans

Ms. Gruenberg

Mr. Mazer

Mr. Wise

\* \* \* \* \*

Resolutions

Upon a motion entered by Mr. Wise, and seconded by Ms. Gruenberg; the following resolution regarding Appointment to the Town Board of Assessment Review, was approved unanimously:

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

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

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

\* \* \* \* \*

Upon a motion entered by Mr. Wise, and seconded by Ms. Gruenberg; the following resolution regarding Appointment to the Town Board of Assessment Review, was approved unanimously:

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

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

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

\* \* \* \* \*

Upon a motion entered by Mr. Wise, and seconded by Mr. Mazer; the following resolution regarding Appointment to the Town Board of Assessment Review, was approved unanimously:

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

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

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

\* \* \* \* \*

Upon a motion entered by Mr. Arest, and seconded by Ms. Gruenberg; the following resolution regarding Appointment of the Deputy Town Clerk, was approved unanimously:

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

\* \* \* \* \*

Upon a motion entered by Mr. Arest, and seconded by Ms. Gruenberg; the following resolution regarding Designation of Official Newspaper, was approved unanimously:

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

\* \* \* \* \*

### Report of the Custodian of Taxes

- As of March 31, 2024, 99.63% of 2023 County Tax Levy has been collected.
- The 2024 County Tax bills were issued on April 1st, the total Levy to be collected by the Town is \$39,480,420, which comprises of 5,960 bills. County tax is due in full by April 30th.
- As of March 31, 2024, 99.16% of 2023 School Tax Levy has been collected. The Town of Scarsdale will be remitting the balance of the levy to the Scarsdale School District on April 15, in the amount to \$6,038,731.
- The Treasurer's office continues efforts to communicate with taxpayers with outstanding 2023 School Tax balances. At this point we have 52 parcels with outstanding 2023 School Tax balances; of which 40 have open balances on other tax warrants.
- We encourage taxpayers to contact the Treasurer with questions at 914-772-1170.

\* \* \* \* \*

### Written Communications

Clerk Emanuel reported that five (5) communications have been received since the last regular Board of Trustees meeting.

- An email from Madelaine Eppenstein regarding development in Scarsdale.
- An email from Anne Hintermeister regarding the tentative 2024-2025 budget.
- An email from Anne Hintermeister regarding term limits for certain land use boards.
- An email from James Rosenman regarding traffic safety on Innis Road.
- An email from various Scarsdale residents regarding 2023 tax penalties.

\* \* \* \* \*

### Future Meeting Schedule

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

There being no further business to come before the Board, the meeting was adjourned at 9:34 PM on a motion entered by Mr. Mazer, seconded by Ms. Gruenberg.

Respectfully submitted,

---

Taylor C. Emanuel  
Town Clerk



**Date:** Tuesday, May 14, 2024

**Re:** Minutes from the May 06, 2024 Town Board Special Meeting

**COVER PAGE**

***Village Clerk's Office***

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**ATTACHMENT(S):**

- [Minutes 5-6-2024 Town Board Special Meeting.docx](#)

TOWN BOARD SPECIAL MEETING

Rutherford Hall & Video Conference  
Town of Scarsdale  
May 6, 2024

A Special Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Monday, May 6, 2024, at 6:05 p.m.

Present were Mesdames Brew and Gruenberg, and Messrs. Ahuja, Arest, Gans, Mazer and Wise. Also present was Acting Village Manager Marshall.

Mr. Arest presided.

\* \* \* \* \*

Agenda

Upon a motion entered by Mr. Arest, seconded by Mr. Mazer, the following resolution regarding Adopting a Home rule Request for the Enactment and Adoption by the New York State Assembly of Bill A9946 and by the New York State Senate of Bill S9202 Providing of the Refund of Penalties Accrued on Certain Real Property Taxes in the Town of Scarsdale, Count of Westchester; was approved by the vote indicated below:

WHEREAS, Scarsdale is a coterminous town/village in the county of Westchester being responsible for real property taxation within its jurisdiction; and

WHEREAS, certain 2023/2024 real property tax bills were not delivered by the United States Postal Service and the Town of Scarsdale cannot provide relief from late penalties stemming from late payment of such bills without State Legislative approval; and

WHEREAS, Assembly Bill A9946 and Senate Bill S9202 have been introduced into the New York State Assembly and the New York State Senate, respectively each entitled "AN ACT in relation to refunding penalties accrued on certain real property taxes in the Town of Scarsdale, County of Westchester"; and

WHEREAS, the purpose of the proposed legislation is to provide the refund of certain penalties accrued on 2023-2024 real property taxes due to the specific failure of the United States Postal Services to deliver said real property tax bills to owners in the Town of Scarsdale, County of Westchester; and

WHEREAS, the Town Board believes that such relief would be in the best interests of the residents and real property tax payors of Scarsdale; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Scarsdale, County of Westchester, does hereby respectfully make a Home Rule Request pursuant to the New York State Home Rule Law that the New York State Assembly enact Bill A9946 and the New York State Senate enact Bill S9202, copies of which are attached hereto, to authorize the Town of

Scarsdale to waive penalties for late payment of 2023-2024 real property taxes due to the failure of the United States Postal Services to deliver said real property tax bills to certain owners in the Town of Scarsdale, County of Westchester.

BE IT FURTHER RESOLVED, the Town Clerk is hereby authorized to certify this Resolution and directed to forward the appropriate number of copies of this Resolution and the Home Rule Request form with the appropriate transmittal letters to each House of the New York State Legislature.

AYES

ABSTENTIONS

ABSENT

Mr. Arest

Mr. Ahuja

Ms. Brew

Mr. Gans

Ms. Gruenberg

Mr. Mazer

Mr. Wise

\* \* \* \* \*

Upon a motion entered by Mr. Gans, seconded by Mr. Ahuja, and approved unanimously, the Board entered into executive session to discuss personnel matters.

There being no further business to come before the Board, the executive session was closed and the public portion of the meeting immediately adjourned at 6:49 pm on a motion entered by Ms. Gruenberg, seconded by Mr. Gans, and carried unanimously.

Respectfully submitted,

---

Taylor C. Emanuel  
Town Clerk



**Date:** Tuesday, May 14, 2024  
**Re:** Report of the Custodian of Taxes

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

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**ATTACHMENT(S):**

- [Report of Custodian of Taxes Report at April 30 2024](#)



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

**From:** Ann Scaglione, Village Treasurer

**Date:** Tuesday, May 7, 2024

**RE:** Report of the Custodian of Taxes – Town of Scarsdale

**MEMORANDUM**  
*Treasurer's Office*

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Attached please find the following financial reports for the Town of Scarsdale as of April 30, 2024

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

As of April 30, 2024, 95.61% of 2024 County Tax Levy has been collected, which is greater than the five-year collection average. The Treasurer's staff processed payments on 5,718 parcels, of which, 1,581 were paid online on the Village website. Payment on 242 parcels was outstanding at the end of April.

The first installment of funds for the 2024 County Tax Levy will be remitted on May 28<sup>th</sup>, in the amount of \$23,688,252. The balance of the warrant is due to Westchester County on October 15, 2024.

As of April 30, 2024, 99.47% of 2023 School Tax Levy has been collected. The uncollected balance comprises of 45 parcels.

Delinquent notices have been issued and the Treasurer's office will continue efforts to collect outstanding balances.

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

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

**TOWN OF SCARSDALE**  
**REPORT OF THE CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF APRIL 30, 2024 (UNAUDITED)**

**BALANCE SHEET**

| <b>Assets</b>                          | <b>Jan</b>          | <b>Feb</b>          | <b>Mar</b>          | <b>Apr</b>          | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>Sep</b> | <b>Oct</b> | <b>Nov</b> | <b>Dec</b> |
|--|---------------------|---------------------|---------------------|---------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Cash                                   | 18,586,082          | 2,514,491           | 814,315             | 8,699,156           |            |            |            |            |            |            |            |            |
| Money Market/Investments               | -                   |                     |                     |                     |            |            |            |            |            |            |            |            |
| Taxes Receivable Current*              | 13,977,769          | 3,285,611           | 1,435,249           | 2,556,948.29        |            |            |            |            |            |            |            |            |
| Taxes Receivable Overdue               | 657,407             | 542,318             | 439,749             | 363,754.64          |            |            |            |            |            |            |            |            |
| Other receivables/assets               | 382                 |                     |                     |                     |            |            |            |            |            |            |            |            |
| Temporary Investments                  | 42,151,112          | 15,035,313          | 7,345,717           | 32,048,396.66       |            |            |            |            |            |            |            |            |
| <b>Total Assets</b>                    | <b>75,372,752</b>   | <b>21,377,733</b>   | <b>10,035,030</b>   | <b>43,668,256</b>   | -          | -          | -          | -          | -          | -          | -          | -          |
| <b>Liabilities and Fund Equity</b>     |                     |                     |                     |                     |            |            |            |            |            |            |            |            |
| <b>Liabilities</b>                     |                     |                     |                     |                     |            |            |            |            |            |            |            |            |
| Due To Cty of Westchester              |                     |                     |                     | (39,559,036)        |            |            |            |            |            |            |            |            |
| Due To School Dist No 1                | (72,038,731)        | (17,038,731)        | (6,038,731)         | -                   |            |            |            |            |            |            |            |            |
| Allowance For Receivables              | (266,978)           | (266,978)           | (266,978)           | (266,978)           |            |            |            |            |            |            |            |            |
| Overpayments of Taxes                  | (16,727)            | (855)               | (852)               | (33,926)            |            |            |            |            |            |            |            |            |
| Due to Other Funds                     |                     |                     |                     | (45)                |            |            |            |            |            |            |            |            |
| Deferred Rev Pr Yrs Delinq             | (340,284)           | (225,195)           | (122,626)           | (46,632)            |            |            |            |            |            |            |            |            |
| <b>Total Liabilities</b>               | <b>(72,662,721)</b> | <b>(17,531,758)</b> | <b>(6,429,187)</b>  | <b>(39,906,616)</b> | -          | -          | -          | -          | -          | -          | -          | -          |
| <b>Fund Equity</b>                     |                     |                     |                     |                     |            |            |            |            |            |            |            |            |
| Fund Balance                           | (2,710,031)         | (3,845,975)         | (3,605,843)         | (3,761,640)         |            |            |            |            |            |            |            |            |
| <b>Total Liabilities &amp; Equity</b>  | <b>(75,372,752)</b> | <b>(21,377,733)</b> | <b>(10,035,030)</b> | <b>(43,668,256)</b> | -          | -          | -          | -          | -          | -          | -          | -          |
| <b>* Taxes Receivable Current Year</b> |                     |                     |                     |                     |            |            |            |            |            |            |            |            |
| County                                 | 211,219             | 166,664             | 134,209             | 1,732,735.91        |            |            |            |            |            |            |            |            |
| School                                 | 13,766,549          | 3,118,948           | 1,301,040           | 824,212.38          |            |            |            |            |            |            |            |            |
| Total Current Year Receivable          | 13,977,769          | 3,285,611           | 1,435,249           | 2,556,948           | -          | -          | -          | -          | -          | -          | -          | -          |

**TOWN OF SCARSDALE**  
**REPORT OF CUSTODIAN OF TAXES**  
**CALENDAR YEAR AS OF APRIL 30, 2024 (UNAUDITED)**

**CASH RECEIPTS & DISBURSEMENTS**

| <b>Cash Receipts</b>              | <b>Jan</b>        | <b>Feb</b>        | <b>Mar</b>       | <b>Apr</b>        | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>Sep</b> | <b>Oct</b> | <b>Nov</b> | <b>Dec</b> | <b>Year to Date</b> |
|-----------------------------------|-------------------|-------------------|------------------|-------------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|
| Taxes & Penalties (Pilot Payment) | 45,760,023        | 11,769,751        | 2,150,934        | 38,588,836        |            |            |            |            |            |            |            |            | 98,269,545          |
| Town Clerk Fees                   | 180               | 250               | 190              | 170               |            |            |            |            |            |            |            |            | 790                 |
| Mortgage Payment/State Aid        |                   |                   |                  |                   |            |            |            |            |            |            |            |            | -                   |
| Interest Earnings                 | 102,542           | 74,945            | 35,224           | 80,569            |            |            |            |            |            |            |            |            | 293,280             |
| Overpayments                      |                   |                   | 7,075            | 33,071            |            |            |            |            |            |            |            |            | 40,146              |
| Net Temporary Investments         | (26,844,698)      | 27,115,799        | 7,689,596        | (24,702,680)      |            |            |            |            |            |            |            |            | (16,741,983)        |
| <b>Total Cash Receipts</b>        | <b>19,018,046</b> | <b>38,960,745</b> | <b>9,883,020</b> | <b>13,999,967</b> | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>-</b>   | <b>81,861,778</b>   |

**Cash Disbursements**

|                                 |                |                   |                   |                  |          |          |          |          |          |          |          |          |                   |
|---------------------------------|----------------|-------------------|-------------------|------------------|----------|----------|----------|----------|----------|----------|----------|----------|-------------------|
| Westchester County:             |                |                   |                   |                  |          |          |          |          |          |          |          |          |                   |
| Current Tax Collections         |                |                   |                   |                  |          |          |          |          |          |          |          |          | -                 |
| Scarsdale School District:      |                |                   |                   |                  |          |          |          |          |          |          |          |          | -                 |
| Current Tax Collections         |                | 55,000,000        | 11,000,000        | 6,038,732        |          |          |          |          |          |          |          |          | 72,038,732        |
| NY State Health Dept:           |                |                   |                   |                  |          |          |          |          |          |          |          |          | -                 |
| Marriage License Fees           | 544            | 68                | 48                | 45               |          |          |          |          |          |          |          |          | 704               |
| Village of Scarsdale:           |                |                   |                   |                  |          |          |          |          |          |          |          |          | -                 |
| Tax Penalties                   | 125,904        | 32,041            | 22,336            | 76,223           |          |          |          |          |          |          |          |          | 256,504           |
| Town Clerk Fees                 | 113            | 228               | 145               | 125              |          |          |          |          |          |          |          |          | 610               |
| State Aid - Mortgage Tax        |                |                   | 560,668           |                  |          |          |          |          |          |          |          |          | 560,668           |
| Refund Overpayment              |                |                   |                   |                  |          |          |          |          |          |          |          |          | -                 |
| <b>Total Cash Disbursements</b> | <b>126,560</b> | <b>55,032,336</b> | <b>11,583,197</b> | <b>6,115,125</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>72,857,218</b> |

**Cash Reconciliation**

|                             |                   |                  |                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
|-----------------------------|-------------------|------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Beginning Balance           | (305,404)         | 18,586,082       | 2,514,491      | 814,315          | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        | 8,699,156        |
| Cash Receipts               | 19,018,046        | 38,960,745       | 9,883,020      | 13,999,967       | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| Disbursements               | (126,560)         | (55,032,336)     | (11,583,197)   | (6,115,125)      | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| <b>Balance End of Month</b> | <b>18,586,082</b> | <b>2,514,491</b> | <b>814,315</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> | <b>8,699,156</b> |

**Town of Scarsdale  
Real Property Tax Collection at April 30, 2024**

| <b>County Tax</b>                   | <b>2024</b>   | <b>2023</b>   | <b>2022</b>   | <b>2021</b>   | <b>2020</b>   |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Total Levied                        | 39,480,420    | 36,740,082    | 34,265,401    | 35,745,463    | 37,215,202    |
| Amount Collected                    | 37,747,684    | 34,673,811    | 32,284,911    | 33,678,121    | 34,627,319    |
| Uncollected                         | 1,732,736     | 2,066,271     | 1,980,490     | 2,067,342     | 2,587,883     |
| <b>Percent Collected</b>            | <b>95.61%</b> | <b>94.38%</b> | <b>94.22%</b> | <b>94.22%</b> | <b>93.05%</b> |
| Uncollected                         | 4.39%         | 5.62%         | 5.78%         | 5.78%         | 6.95%         |
| <b>Five year collection average</b> |               |               |               |               | <b>94.15%</b> |

*County Tax billed April 1st*

**Town of Scarsdale**  
**Real Property Tax Collection at April 30, 2024**

| <b>School Tax</b>                   | <b>2023</b>   | <b>2022</b>   | <b>2021</b>   | <b>2020 *</b> | <b>2019</b>   |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Total Levied                        | 155,043,831   | 151,010,547   | 151,335,636   | 142,885,159   | 140,335,035   |
| Amount Collected                    | 154,219,619   | 149,918,419   | 150,481,943   | 141,659,622   | 139,346,573   |
| Uncollected                         | 824,212       | 1,092,128     | 853,692       | 1,225,537     | 988,461       |
| <b>Percent Collected</b>            | <b>99.47%</b> | <b>99.28%</b> | <b>99.44%</b> | <b>99.14%</b> | <b>99.30%</b> |
| Uncollected                         | 0.53%         | 0.72%         | 0.56%         | 0.86%         | 0.70%         |
| <b>Five year collection average</b> |               |               |               |               | <b>99.32%</b> |

*School Tax billed September 1st*

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

**Village of Scarsdale  
Real Property Tax Collection at April 30, 2024**

| <b>Village Tax</b>                  | <b>2023</b>   | <b>2022</b>   | <b>2021</b>   | <b>2020 *</b> | <b>2019</b>   |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Total Levied                        | 46,867,041    | 44,907,299    | 43,060,000    | 41,829,112    | 41,421,739    |
| Amount Collected                    | 46,634,226    | 44,692,808    | 42,825,220    | 41,026,382    | 41,287,938    |
| Uncollected                         | 232,815       | 214,491       | 234,780       | 802,730       | 133,801       |
| <b>Percent Collected</b>            | <b>99.50%</b> | <b>99.52%</b> | <b>99.45%</b> | <b>98.08%</b> | <b>99.68%</b> |
| Uncollected                         | 0.50%         | 0.48%         | 0.55%         | 1.92%         | 0.32%         |
| <b>Five year collection average</b> |               |               |               |               | <b>99.25%</b> |

*Village Tax billed July 1st*

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